

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 1st day of SEPTEMBER 2011 by the City of Lawrence, Kansas, a municipal corporation (the "City"), and the Hillcrest Neighborhood Association, Sean Williams, President, (the "Association") a neighborhood association in the City of Lawrence, Douglas County, Kansas.

RECITALS

1. The City is the holder of the Right of Way along 9th Street and Highland Drive located in the City of Lawrence, Douglas County, Kansas.
2. The Association wishes to install landscaping, as shown in Exhibit A, in the right-of-way along 9th Street and Highland Drive in Lawrence, Kansas to enhance the use and enjoyment of the Property. Accordingly, the Association has requested permission from the City to install and maintain landscaping on a portion of the right-of-way and the City has agreed to provide a License Agreement with the terms and conditions.

LICENSE AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. **Grant of License Agreement.** The City hereby grants to the Association the non-exclusive right, privilege, and permission to use in common with others an area in the Right-of Way, on which landscaping will be located, for the purpose of installing and maintaining landscaping at 9th Street and Highland Drive.
2. **No Representation by the City.** The Association represents that the City has made no representations with respect to the right-of-way of its condition, and that the Association is not relying on any representations of the City or the City's agents with respect to the use or condition of the right-of-way. This License Agreement grants the Association the privilege and permission to use the right-of-way in its present condition "as is" without any warranties subject to the conditions set forth herein.
3. **Covenants of the Owner.** The Owner hereby covenants and warrants to the City, as follows:
 - a. To maintain the landscaping at the Association's sole cost and expense for the duration of the License Agreement.
 - b. To move or remove the landscaping immediately upon the City's request if the City determines the landscaping needs to be moved or removed for the installation, repair, maintenance, or expansion of any streets or utilities located, or to be located in, on, under or through the right-of-way or when the Association fails to properly maintain the landscaping. Association shall bear all costs associated with moving or removing the landscaping and restoring all right-of-way and public infrastructure damaged by removal, and Association hereby agrees the City shall have no duty whatsoever to replace the landscaping.
 - c. To comply with all applicable laws and ordinances, including land use requirements of the City of Lawrence and the County of Douglas, Kansas, and not obscure the sight triangle.
 - d. To refrain from causing any waste, damage, or injury to the right-of-way.

- e. The Association shall not have any right to enlarge the present scope of this License Agreement without the prior written consent of the City.
4. **Indemnification of the City.** During the time this License Agreement is in effect, the Association agrees to indemnify, defend, and save the City, and the City's officers, commissioners, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Association's use or occupancy of the right-of-way, or any portion thereof or the maintenance of the landscaping on the right-of-way, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the City.
5. **Accommodation.** The permission granted to the Association under this License Agreement is given to the Association as accommodation, and shall be without charge to the Association. The Association hereby acknowledges the City's rights to the right-of-way, and agrees to never assail, resist, or deny such rights by virtue of the Owner's occupancy or use under this License Agreement.
6. **Term and Termination.** The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason by giving the Association at least 30 days written notice of such termination, except that the City may, at the City's election, terminate the permission immediately without such notice at any time, if (i) the Association fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the License Agreement presents a health or safety hazard.
7. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and the Association and all owners of the Property and all parties claiming by, through, or under them, shall run with the land, and shall be for the benefit of and limitations upon all future owners of the Property; provided, however, that the rights, duties, and obligations, of each owner as set forth herein shall cease with the termination of his or its ownership of the Property, or portion thereof, except for the duties and obligations arising during the period of his or its ownership.
8. **Authorization.** Each of the persons executing this License Agreement on behalf of the respective Parties represents and warrants that they have the authority to bind the Party on behalf of whom they sign this License Agreement, and that all acts requisite to the authorization to enter into this License Agreement have been taken and completed.
9. **Governing Law.** This License Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Kansas.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

Hillcrest Neighborhood Association:

By: Sean Williams, President

STATE OF KANSAS)

) ss:

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1ST day of SEPTEMBER 2011, by SEAN WILLIAMS PRESIDENT - HNA, on his behalf.



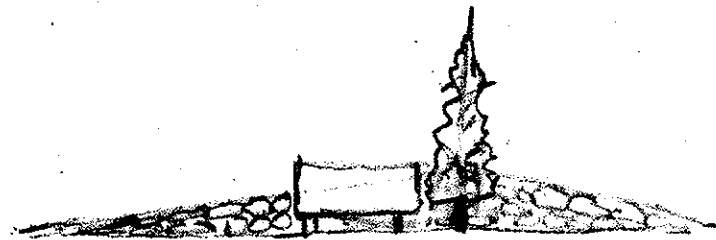
L. Landis
Notary Public

THE CITY: CITY OF LAWRENCE, KANSAS a
municipal corporation

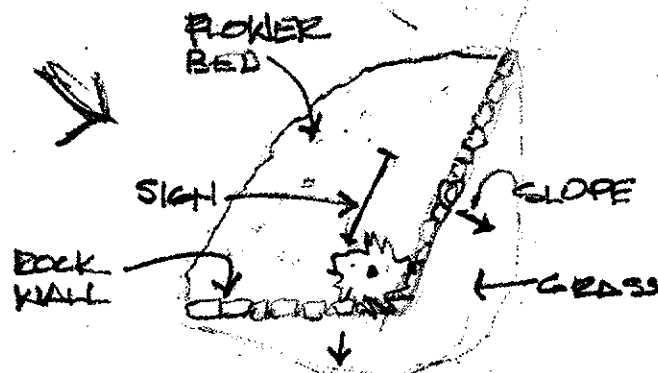
By: _____
David L. Corliss, City Manager

ATTEST:

Jonathan M. Douglass, City Clerk

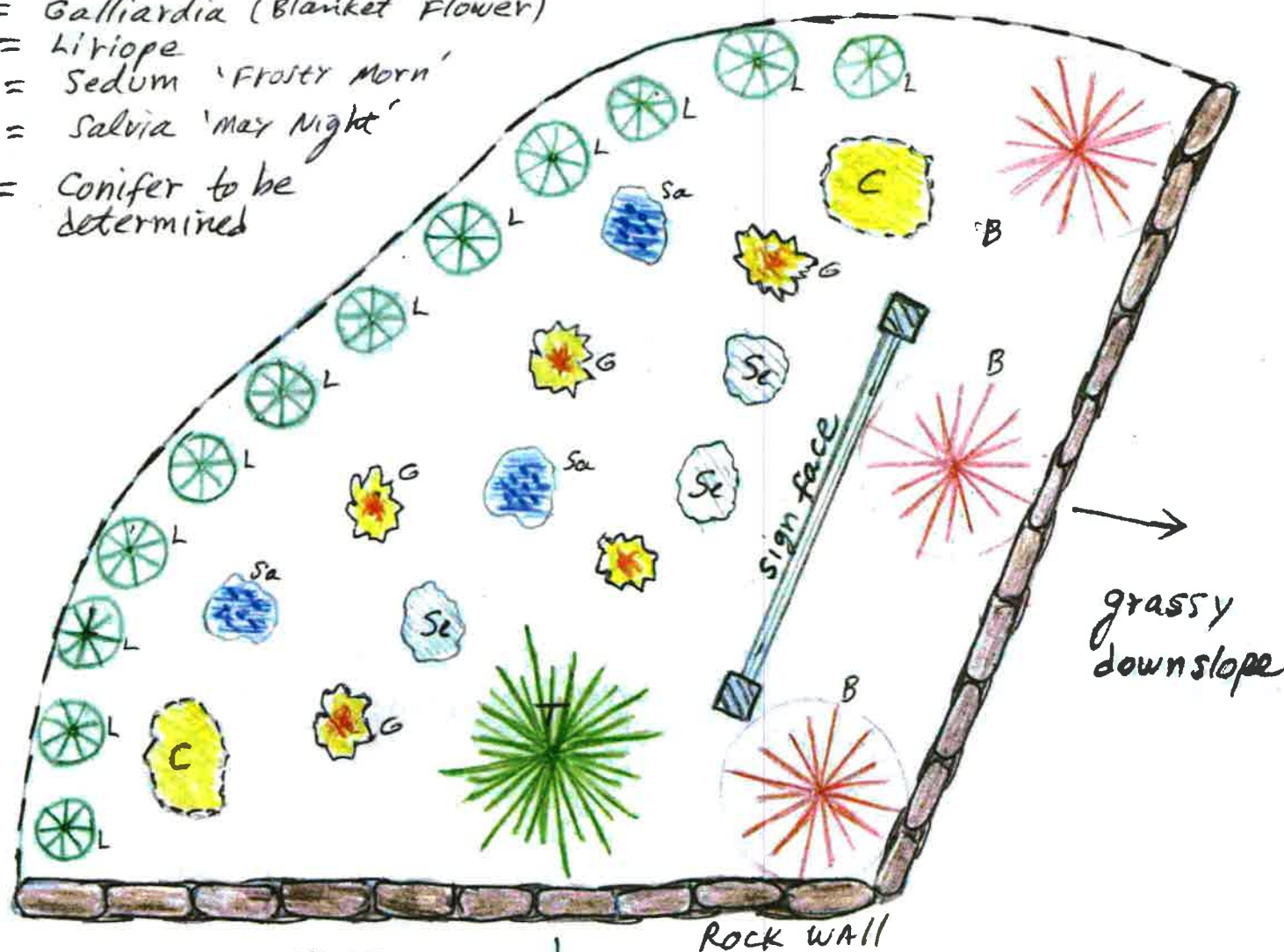


9TH ST →



← SIDEWALK →

- B = Jap. Pigmy Barberry
 C = moonbeam coreopsis
 G = Galliardia (Blanket Flower)
 L = Liriope
 Se = Sedum 'Froster Morn'
 Sa = Salvia 'May Night'
 T = Conifer to be determined



planted area
is raised berm.

$0.5'' = 1'$