

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of April, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and Downtown Lawrence, Inc., a Kansas corporation.

RECITALS

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which Massachusetts Street ("City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas;
- B.** Downtown Lawrence, Inc. ("DLI"), is a Kansas corporation, whose membership is composed of downtown businesses.
- C.** In order to enhance commerce in downtown and to provide for visitors to downtown a guide, listing downtown businesses and showing their locations, DLI proposes to place a Business Directory Kiosk in the City's Right of Way (a copy of the plans showing the proposed use of the City's Right of Way is affixed hereto as Exhibit A);
- D.** On February 5, 2013, the City approved DLI's proposed use of the City's Right of Way, including the proposed location of the Business Directory Kiosk, contingent, among other things, upon the execution of this License Agreement and compliance with the terms of this License Agreement.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Grant of License.** In exchange for the sum of one dollar and no cents (\$1.00) and for other good and valuable consideration, the City hereby grants to DLI the non-exclusive license, right, privilege, and permission ("the License") to use, in common with others, that portion of the City's Right of Way on which the Business Directory Kiosk will be located for the purposes of enhancing commerce in the downtown and to provide for visitors to downtown a guide, listing downtown businesses and showing their locations.
- 2. DLI's Covenants.** In exchange for this License, in addition to giving good and valuable consideration, DLI hereby covenants and warrants as follows:

- (a) To maintain the Business Directory Kiosk at DLI's sole cost and expense and to remove all graffiti, hand-bills, or other debris that may be placed thereon.
 - (b) To move, at DLI's sole cost and expense, the Business Directory Kiosk located in the licensed area, in the event that the City needs to install, repair, or maintain any utilities that may be located or are to be located in the City's Right of Way. DLI may replace the Business Directory Kiosk in its former location once said installations, repairs, or maintenance are completed, except as may otherwise be provided in paragraph 6 of this License Agreement.
 - (c) To comply with all applicable laws and ordinances, including all land use requirements of the City and Douglas County, Kansas.
 - (d) To comply with all conditions placed on the Business Directory Kiosk by the City, including that condition of the City Commission, as agreed by DLI, related to the leasing of space on the Business Directory Kiosk, for inclusion thereon, at a cost of \$175.00 annually, to downtown businesses who are not members of DLI.
 - (e) To refrain from causing any waste, damage, or injury to the City's Right of Way.
 - (f) DLI shall not enlarge, intensify, or increase the proposed scope of its use or occupancy of the City's Right of Way as described in this License Agreement without the prior written consent of the City.
3. **The City Makes No Representations.** DLI agrees that the City has made no representations to it with respect to the City's Right of Way or its condition, and that it is not relying on any representations of the City or its agents with respect to the City's Right of Way or its condition. This License Agreement grants DLI the License to use the City's Right of Way in its present condition, "as is," without any warranties, representations, or assurances from the City.
4. **Accommodation.** The permission granted to DLI under the License Agreement is given for good and valuable consideration. However, the permission granted is also given as an accommodation to DLI and shall be made without requiring the payment of rent from DLI. DLI hereby acknowledges the City's right to the City's Right of Way and agrees never to assail, resist, or deny such right by virtue of DLI's use or occupancy of the City's Right of Way under this License Agreement.

5. **Indemnification.** During the time that this License Agreement is in effect, DLI agrees to indemnify, defend, save, and hold harmless the City, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way related to DLI's use or occupancy of the City's Right of Way or any portion thereof for the location of the Business Directory Kiosk, on account of any injury to persons or damage to property. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence or by any negligence of the real property owner upon which the Business Directory Kiosk is located.
6. **Termination.** The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason, by giving DLI 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:
 - (a) If DLI fails to comply with or abide by each and all of the provisions, including DLI's Covenants, of this License Agreement;
 - (b) If DLI fails to comply with or abide by each and every condition established for the placement of the Business Directory Kiosk; or
 - (c) If the continued use or occupancy of the City's Right of Way presents a health or safety hazard.
7. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and DLI and all parties claiming by, through, or under them; provided, however, that the rights, duties, and obligations of each owner of the Business Directory Kiosk, as set forth herein, shall cease with the termination of ownership of that property, except for those duties and obligations arising during the period of said ownership.
8. **Severability.** If any section, sentence, clause, or phrase of this License Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this License Agreement.
9. **Governing Law.** This License Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
10. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth herein *verbatim*.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the date noted above.

**CITY: CITY OF LAWRENCE,
KANSAS, a municipal corporation**

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

DLI: Downtown Lawrence, Inc.

Title

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, _____ of Downtown Lawrence, Inc., who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

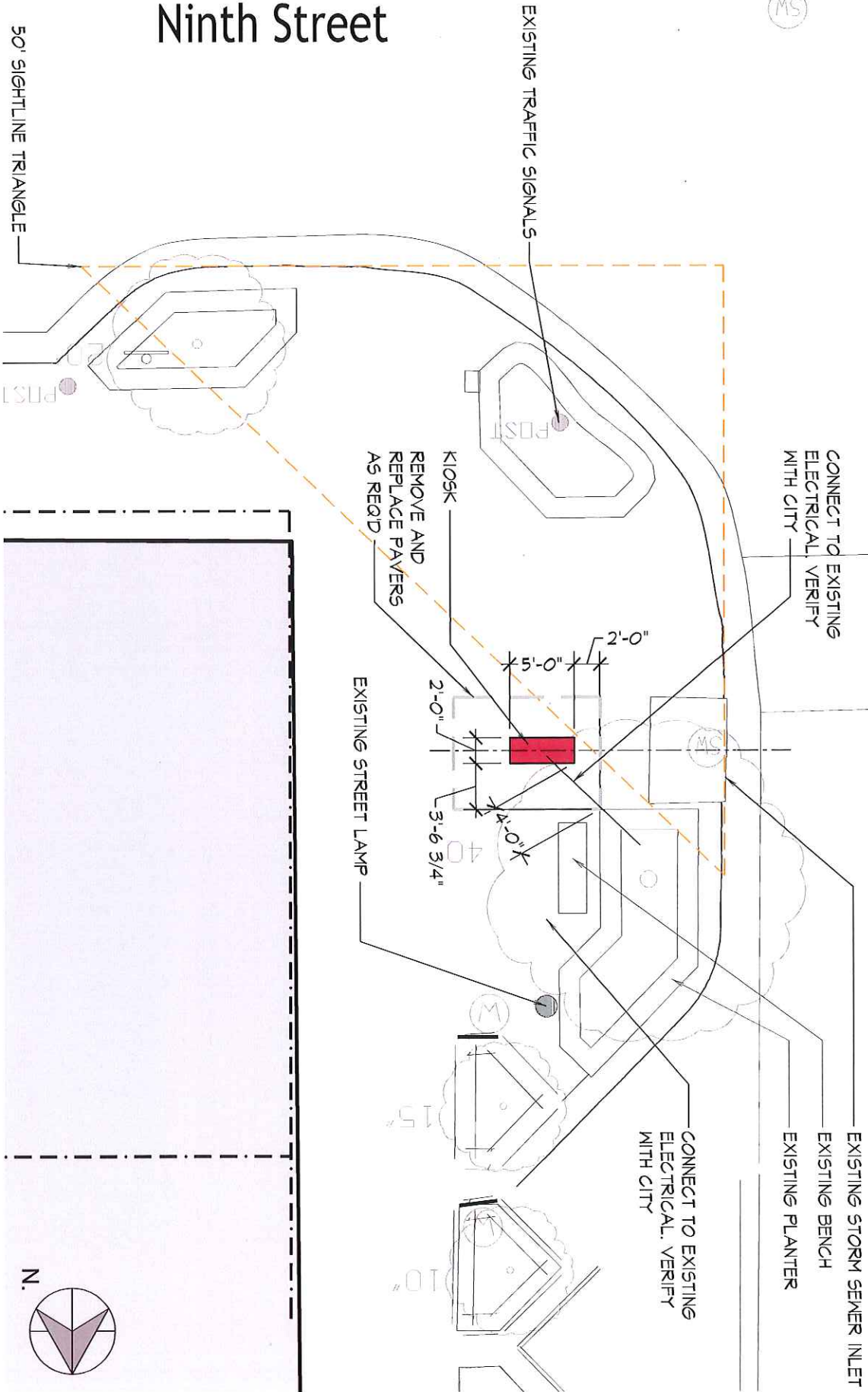
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:



Massachusetts Street



Ninth Street

DLI - Merchant Directory - Kiosk

Lawrence, Kansas - 9th and Massachusetts

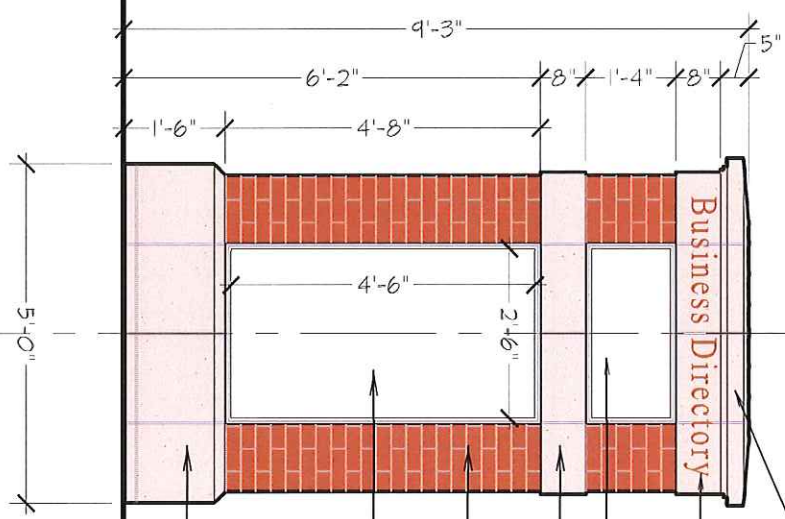
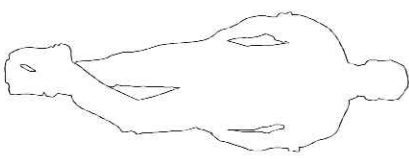
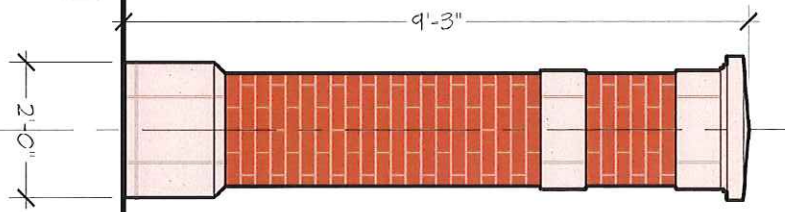
03.22.13

SCALE: 1/16" = 1'-0"



TREANOR
ARCHITECTS P.A.

SIDE ELEVATION



FRONT ELEVATION

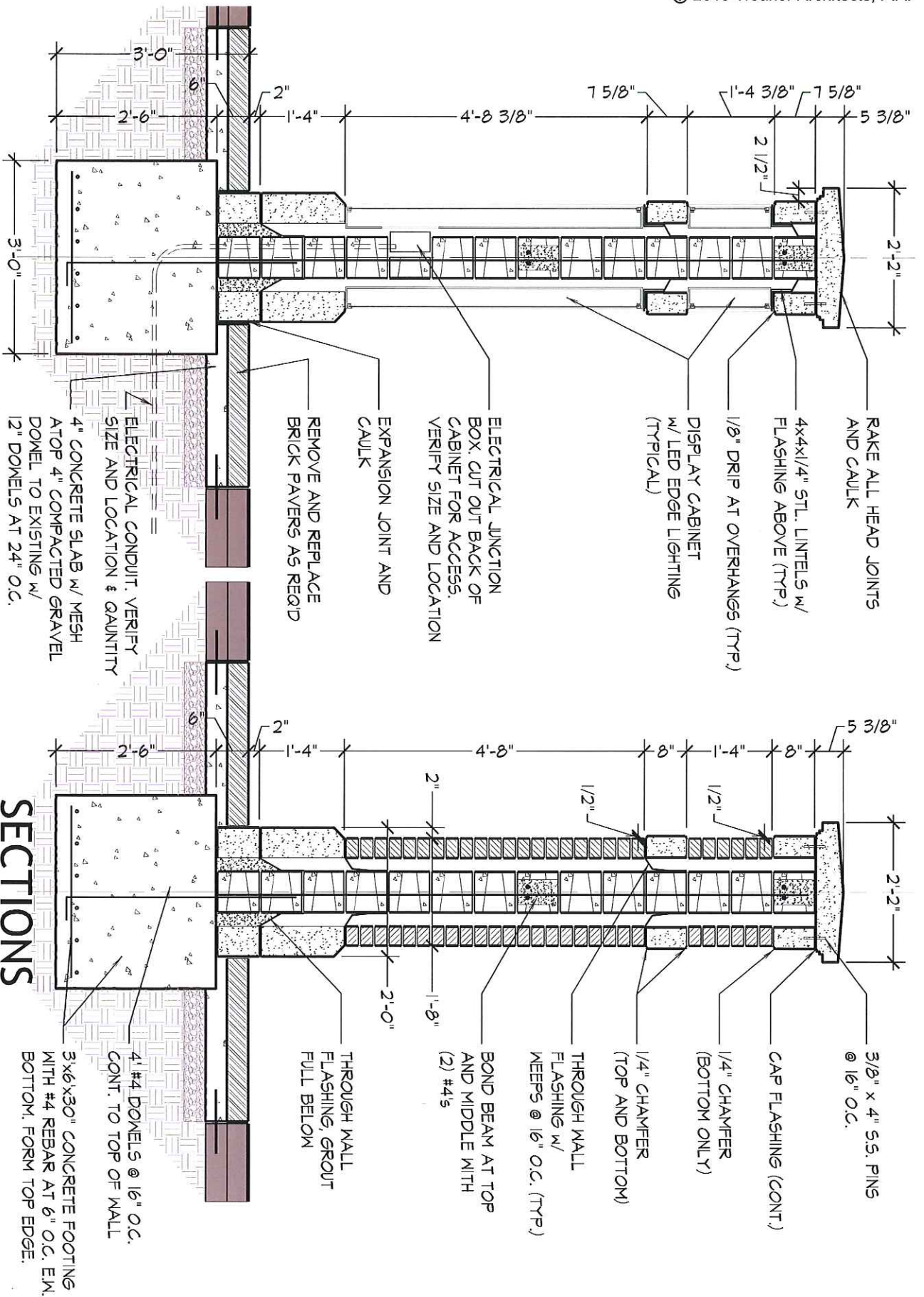
- PRAIRIE STONE OR CAST STONE
- BRONZE LETTERING
- BANNER
- PRAIRIE STONE OR CAST STONE
- BRICK
- DIRECTORY / MAP
- PRAIRIE STONE OR CAST STONE

DLI - Merchant Directory - Kiosk

Lawrence, Kansas - 9th and Massachusetts

03.22.13

SCALE: 3/8" = 1'-0"



DLI - Merchant Directory - Kiosk

Lawrence, Kansas - 9th and Massachusetts

03.22.13

SCALE: 1/2" = 1'-0"