

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of October, 2015, by and between the City of Lawrence, Kansas, a municipal corporation, and Unified School District Number 497.

RECITALS

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which West Sixth Street ("the City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas;
- B.** Unified School District Number 497, Douglas County, Kansas ("the Owner"), owns certain real estate ("the Property") adjacent to and along the City's Right of Way, commonly known as Pinckney Elementary School, 810 West Sixth Street, Lawrence, Douglas County, Kansas, and bearing the following legal description:

A copy of the legal description is affixed hereto as Exhibit A and is incorporated herein by reference.

- C.** The City owns and maintains a tunnel that runs underneath the City's Right of Way that provides safe ingress and egress to the Property to pedestrians, including minor children who attend Pinckney Elementary School, under West Sixth Street;
- D.** In order to enhance the use and enjoyment of the Property, and to insure safety of pedestrians and students using the City's tunnel, the Owner wishes to install a surveillance camera within the tunnel located within the City's Right of Way;
- E.** The Owner has submitted to the City a plan setting forth the details of its proposed installation of a surveillance camera within the tunnel located within the City's Right of Way; and
- F.** The City has reviewed and approved that plan, subject to the Owner executing this License Agreement and complying with its terms.

TERMS

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. **Adoption of Recitals.** The above-stated recitals are incorporated herein by reference, are hereby made a part of this License Agreement, and shall be as effective as if repeated verbatim.
2. **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 the Owner the non-exclusive license, right, privilege, and permission ("the License") to use, in common with others, that portion of the tunnel within the City's Right of Way for the installation of a surveillance camera, as described in the plan provided the City, for the purpose of enhancing the use and enjoyment of the Property.
3. **The Owner's Covenants.** In exchange for this License, in addition to giving good and valuable consideration, the Owner hereby covenants and warrants as follows:
 - (a) To maintain, at the Owner's sole cost and expense, for the duration of this License Agreement, the surveillance camera within the tunnel located in the City's Rights of Way.
 - (b) To move or remove, at the Owner's sole cost and expense, the surveillance camera, located in the licensed area, in the event that the City needs to install, repair, maintain, or expand the tunnel or the City's Right of Way. The City, shall at the expense of the Owner, return the surveillance camera in its former location once said installations, repairs, maintenance, or expansion are completed, except as may otherwise be provided in paragraph 7 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 refrain from causing any waste, damage, or injury to the City's Rights of Way.
 - (e) The Owner shall not enlarge, intensify, or increase the proposed scope of its use or occupancy of the City Right of Way as described in this License Agreement without the prior written consent of the City.
 - (f) The Owner shall provide, at its sole cost and expense, the surveillance camera and all necessary equipment and the City shall be responsible for installing the surveillance camera at a location within the tunnel located within the City's Right of Way that is acceptable to the Owner and to the City.

- (g) In the event of an incident within the tunnel within the City's Right of Way, the Owner agrees to provide any recorded footage that it retains in its possession to the City or to the City of Lawrence, Kansas, Police Department. The Owner shall agree to retain tapes for a reasonable amount of time, but, in no case, longer than thirty (30) days.
4. **The City Makes No Representations.** The Owner agrees that the City has made no representations to it with respect to the City's Rights 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 Rights of Way or its condition. This License Agreement grants the Owner the License to use the City's Rights of Way in its present condition, "as is," without any warranties, representations, or assurances from the City.
5. **Indemnification.** During the time that this License Agreement is in effect, the Owner 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 the Owner's use or occupancy of the City's Rights of Way or any portion thereof or the maintenance thereof, on account of any injury to persons or damage to property arising out of the Owner's negligence pertaining to the installation, removal, maintenance, or operation of the surveillance camera. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence.
6. **Accommodation.** The permission granted to the Owner under this License Agreement is given for good and valuable consideration. However, the permission granted is given as an accommodation to the Owner and shall be made without requiring the payment of rent from the Owner. The Owner hereby acknowledges the City's right to the City's Rights of Way and agrees never to assail, resist, or deny such right by virtue of the Owner's use or occupancy of the City's Rights of Way under this License Agreement.
7. **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 Owner at least ninety (90) 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 the Owner fails to comply with or abide by each and all of the provisions, including the Owner's Covenants, of this License Agreement;
or

(b) If the continued use or occupancy of the City's Rights of Way presents a health or safety hazard.

8. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and the Owner 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 shall oblige 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, her, or its ownership of the Property, or portion thereof, except for those duties and obligations arising during the period of his, her, or its ownership.

9. **Authorization.** Each of the persons executing this License Agreement, in behalf of their respective parties, represent and warrant that they have the authority to bind the party in behalf of whom they have executed this License Agreement, and that all acts requisite to the authorization to enter into and to execute this License Agreement have been taken and completed.

10. **Notice.** Notice under this License Agreement, including denials, revocation, or alteration of site specific approvals, notice to remove equipment, and any other notice that may be required by this License Agreement shall be provided in writing to the parties at the following addresses:

Notice to the City:
City of Lawrence, Kansas
City Manager's Office
6 East 6th Street
P.O. Box 768
Lawrence, Kansas 66044

Notice to the Owner:
Lawrence Public Schools
Attn: Kyle Hayden
110 McDonald Drive
Lawrence, Kansas 66044

11. **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.

12. **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.

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**

DIANE STODDARD
Interim City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of October, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Diane Stoddard, as Interim 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:

**OWNER:
UNIFIED SCHOOL DISTRICT
NUMBER 497,**

RICK DOLL
Superintendent

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of October, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Rick Doll, Superintendent of Unified School District Number 497, 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:

EXHIBIT A

LOTS 125, 127, 129, 131, 133, 135 & 137 ON MISSISSIPPI STREET; ALSO LOTS 41, 43, 45, 47 & 49 ON PINCKNEY (6th) STREET; ALSO LOTS 132, 134, 136 & 138 ON ILLINOIS STREET; AND, ALL OF THE VACATED ALLEY RIGHTS-OF-WAY AND THE VACATED EAST ONE-HALF OF ILLINOIS STREET RIGHT-OF-WAY ADJACENT TO ALL OF SAID LOTS, EXCEPT FOR LOTS 125, 127 & 129 ON MISSISSIPPI STREET; ALL BEING LOCATED IN THE ORIGINAL TOWNSITE, WYANDOTT RESERVE NO. 12, CITY OF LAWRENCE, KANSAS. THE ABOVE CONTAINS 2.73 ACRES, MORE OR LESS. AND ALSO INCLUDING

A PORTION OF CLINTON PARK AND THE VACATED WEST ONE-HALF OF THE ILLINOIS STREET RIGHT OF WAY ADJACENT TO CLINTON PARK IN THE ORIGINAL TOWNSITE, WYANDOTT RESERVE NO. 12, CITY OF LAWRENCE, KANSAS, AND A PORTION OF RIGHT OF WAY OF ALABAMA STREET IN WEST LAWRENCE, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, NOW DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALABAMA STREET AND THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, SAID POINT BEING 330.04 FEET EAST OF THE SOUTHWEST CORNER OF LOT 69, BLOCK 41, WEST LAWRENCE, A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, NORTH $88^{\circ} 13' 53''$ EAST, 290.04 FEET TO A POINT ON THE CENTERLINE OF ILLINOIS STREET PROJECTED TO THE SOUTH; THENCE NORTH $01^{\circ} 47' 12''$ WEST ALONG SAID PROJECTED CENTERLINE OF ILLINOIS STREET, 237.69 FEET; THENCE SOUTH $69^{\circ} 28' 52''$ WEST, 117.26 FEET; THENCE SOUTH $88^{\circ} 13' 53''$ WEST, 179.00 FEET TO THE EAST RIGHT OF WAY LINE OF ALABAMA STREET; THENCE SOUTH $01^{\circ} 47' 30''$ EAST ALONG SAID EAST RIGHT OF WAY LINE, 200.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 1.38 ACRES, MORE OR LESS. ALSO,

A PORTION OF RIGHT OF WAY OF ALABAMA STREET TO BE VACATED, BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALABAMA STREET AND THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, SAID POINT BEING 330.04 FEET EAST OF THE SOUTHWEST CORNER OF LOT 69, BLOCK 41, WEST LAWRENCE, A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS; THENCE NORTH $01^{\circ} 47' 30''$ WEST ALONG SAID EAST RIGHT OF WAY LINE, 200.00 FEET; THENCE SOUTH $88^{\circ} 13' 53''$ WEST 10.00 FEET; THENCE SOUTH $01^{\circ} 47' 30''$ EAST PARALLEL WITH SAID EAST RIGHT OF WAY LINE, 200.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET; THENCE NORTH $88^{\circ} 13' 53''$ EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, 10.00 FEET, TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 0.046 ACRES, MORE OR LESS.