

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and Jarrod J. Simons.

### **RECITALS**

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which West 22nd Terrace ("City's Right of Way") is located in Lawrence, Douglas County, Kansas.
- B.** Jarrod J. Simons ("the Owner"), owns certain real estate ("the Property"), commonly known as 1503 West 22nd Terrace and 1507 West 22nd Terrace, Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

Lots 1 and 2, in Block 4, A Replat and Subdivision of Blocks Three and Four in Southwest Addition in the City of Lawrence, Douglas County, Kansas.

- C.** Historically, the Property has used a portion of the City's Right of Way for parking ("Parking Area") and the Owner is currently seeking to redevelop the Property to improve, among other things, the Parking Area.
- D.** In order to enhance the use and enjoyment of the Property, the Owner wishes to continue to use a portion of the City's Right of Way for a Parking Area (maps showing the Parking Area in more detail are affixed hereto as Exhibit A).
- E.** As a condition of approval for the proposed redevelopment of the Property and use of the Parking Area, the City requires the Owner to execute this License Agreement and to comply 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 is 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 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 City's Right of Way, as shown in the maps affixed hereto as Exhibit A, for a Parking Area, for the purpose of enhancing the use and enjoyment of the Property.

2. **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 that portion of the City's Right of Way set aside for the Parking Area, as shown in Exhibit A, at the Owner's sole cost and expense and to remove all debris and other items placed thereon by the Owner or that may be caused to be deposited thereon as a result of the Owner's use and occupancy of the City's Right of Way.
  - (b) To move or to close, at the Owner's sole cost and expense, the Parking 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. The owner may replace or reopen the Parking Area 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 refrain from causing any waste, damage, or injury to the City's Right of Way.
  - (e) The Owner 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.** The Owner 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 the Owner 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 the Owner under the License Agreement is given for good and valuable consideration. However, the permission granted is also 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 Right 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 Right of Way under this License Agreement.

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 Right of Way or any portion thereof as a Parking Area or the maintenance of the Parking Area, 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.
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 the Owner at least 180 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 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 the Owner and all owners of the Property and all parties claiming by, through, or under them, and 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 ownership of the Property, or portion thereof, 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 *verbatim*.

*[SIGNATURE PAGES FOLLOW]*

**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**

\_\_\_\_\_  
THOMAS M. MARKUS  
City Manager

**ACKNOWLEDGMENT**

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

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, 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 commission expires:

**OWNER:  
JARROD J. SIMONS**

\_\_\_\_\_  
JARROD J. SIMONS

**ACKNOWLEDGMENT**

THE STATE OF KANSAS                    )  
  )  
THE COUNTY OF \_\_\_\_\_        )        ss:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Jarrod J. Simons, 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

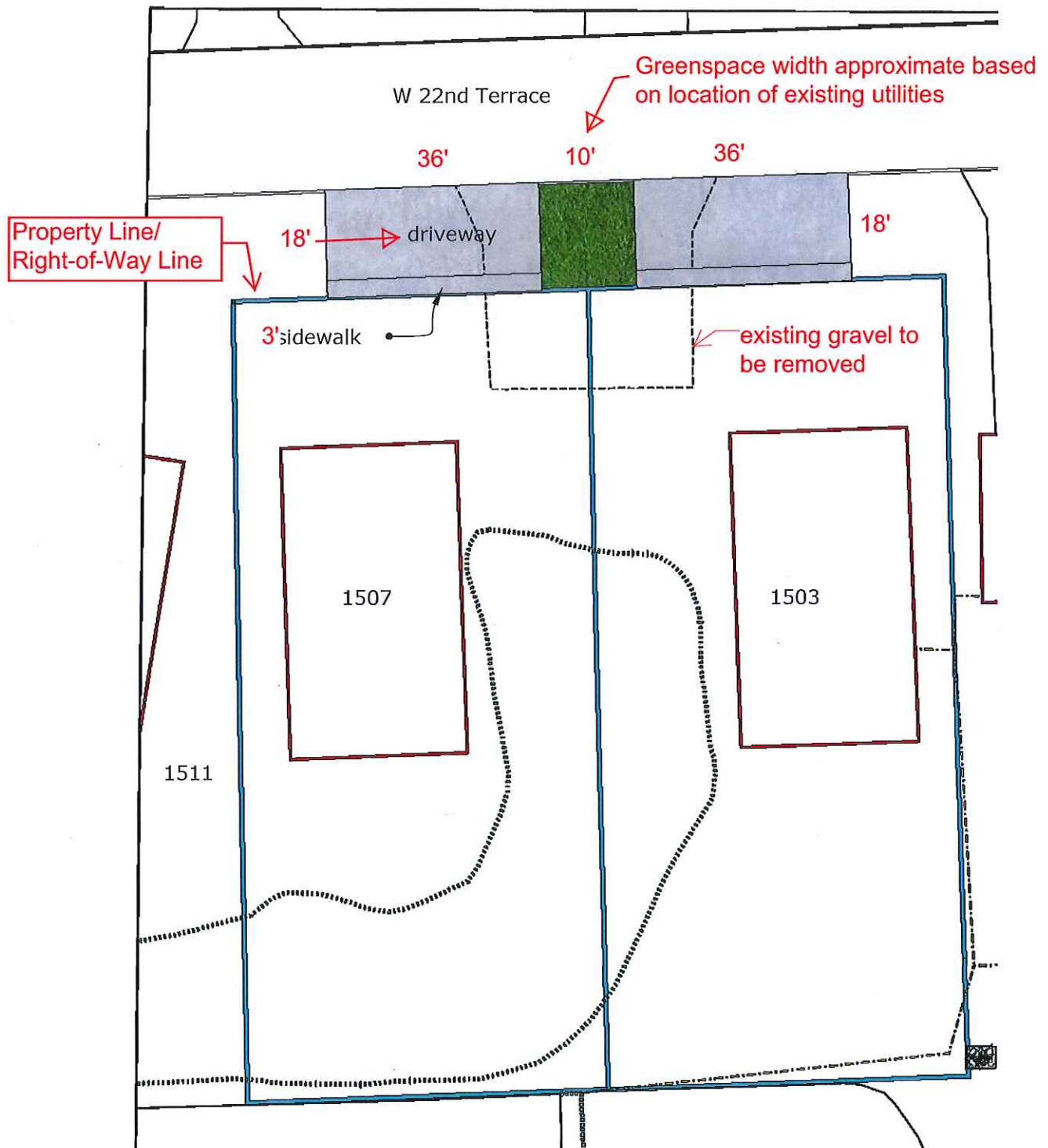
My commission expires:

**1 inch = 25.03 feet**

Driveway apron material: 6" Class A Portland cement concrete

Driveway material: 4" Portland reinforced cement concrete

Sidewalk material: 4" cement concrete



**1503 - 1505 and 1507 - 1509 W 22nd Terrace**

**Replat and Subdivision of Blocks Three and Four in Southwest Addition, Lots 1 & 2, Block 4**

Owner requests Use of Right-of-Way Agreement to replace gravel parking area with two separate concrete parking trays each 36' x 18' with 3' wide sidewalk adjacent . Parking areas will be separated by approximate 10' wide green space centered on common property line.





W 22nd Terrace - Aerial View of 1500-1600 Block

Date: 10/20/2016