

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of May, 2017, by and between the City of Lawrence, Kansas, a municipal corporation, and Adam Weigel.

RECITALS

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which Haskell Avenue ("City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas;
- B.** Adam Weigel ("Mr. Weigel") is a resident of Lawrence, Douglas County, Kansas, who participates in the City's Common Ground program.
- C.** In order to enhance the bus stop located on the City's Right of Way, where it intersects with the Burroughs Creek Trail, Mr. Weigel proposes to install a community garden (a copy of the plans showing the proposed use of the City's Right of Way is affixed hereto as Exhibit A);
- D.** The City approves Mr. Weigel's proposed use of the City's Right of Way, including the proposed location of the community garden, contingent, among other things, upon the execution of this License Agreement and compliance with its terms.

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 Mr. Weigel 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 ("the Licensed Area") on which the community garden will be located for the purposes of enhancing the bus stop located at the intersection of the City's Right of Way and the Burroughs Creek Trail.
- 2. Mr. Weigel's Covenants.** In exchange for this License, in addition to giving good and valuable consideration, Mr. Weigel hereby covenants and warrants as follows:
 - (a)** To maintain the community garden at Mr. Weigel's sole cost and expense and to remove all garbage, refuse, or other debris that may be placed thereon.

- (b) To move, at Mr. Weigel's sole cost and expense, the community garden 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. Mr. Weigel may replace the community garden 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 community garden by the City.
 - (e) To refrain from causing any waste, damage, or injury to the City's Right of Way.
 - (f) Mr. Weigel 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.
 - (g) Upon the expiration or termination of this License Agreement, Mr. Weigel agrees to remove the community garden and return the City's Right of Way substantially to the condition as it exists currently.
3. **Term.** This License Agreement shall commence upon the date first written above and shall expire at 11:59 p.m. on December 31, 2017 ("the Term").
4. **The City Makes No Representations.** Mr. Weigel 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 Mr. Weigel 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.
5. **Accommodation.** The permission granted to Mr. Weigel under the License Agreement is given for good and valuable consideration. However, the permission granted is also given as an accommodation to Mr. Weigel and shall be made without requiring the payment of rent from Mr. Weigel. Mr. Weigel 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 Mr. Weigel's use or occupancy of the City's Right of Way under this License Agreement.

6. **Sign.** Mr. Weigel shall be permitted to place a small sign within the community garden. Mr. Weigel agrees to coordinate the dimensions and location of the sign with the City's Department of Planning and Neighborhood Services.
7. **Indemnification.** During the time that this License Agreement is in effect, Mr. Weigel 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 Mr. Weigel's use or occupancy of the City's Right of Way or any portion thereof for the location of the community garden, 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.
8. **Termination.** The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason, by giving Mr. Weigel 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 Mr. Weigel fails to comply with or abide by each and all of the provisions, including Mr. Weigel's Covenants, of this License Agreement;
 - (b) If Mr. Weigel fails to comply with or abide by each and every condition established for the placement of the community garden; or
 - (c) If the continued use or occupancy of the City's Right of Way presents a health or safety hazard.
9. **Assignability.** This License Agreement is not assignable by either party.
10. **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.
11. **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.
12. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth herein *verbatim*.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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 May, 2017, 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 Appointment Expires:

ADAM WEIGEL

ADAM WEIGEL

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of April, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Adam Weigel, 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 his intentional act and deed.

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: