

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 31st day of August, 2018, by and between the City of Lawrence, Kansas, a municipal corporation, and Grinders 733, LLC, a Kansas limited liability company.

RECITALS

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which New Hampshire Street ("the City's Right of Way") is located in Lawrence, Douglas County, Kansas.
- B.** D. Ann Murphy owns in fee simple that real property ("the Property"), commonly known as 733 New Hampshire Street, Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

The South Half of Lot 33 and the North Half of Lot 35 on New Hampshire Street, in the Original Townsite of the City of Lawrence, Douglas County, Kansas,

which Property is located adjacent to and along the City's Right of Way.

- C.** Grinders 733, LLC, a Kansas limited liability company ("Grinders"), pursuant to a written Lease Agreement, is the tenant in possession of the Property.
- D.** In order to enhance the use and enjoyment of the Property, Grinders, with the written consent of the owner of the Property, wishes to use a portion of the City's Right of Way for the location of an electric vehicle charging station ("Charging Station").
- E.** Grinders has submitted to the City a map, showing the location of the Charging Station and a photograph showing an exemplar of the Charging Station (copies of the map and photograph are affixed hereto as Exhibit A and B and are incorporated herein by reference).
- F.** The City has approved the proposed use of the City's Right of Way for the location, installation, and maintenance of the Charging Station, contingent upon the execution of this License Agreement and compliance with its 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:

TERMS

1. **Grant of Limited License.** In exchange for the sum of one dollar and no cents (\$1.00) and other good and valuable consideration, the satisfaction of which is hereby acknowledged, the City hereby grants to Grinders the non-exclusive license, right, privilege, and permission ("the License") to use, in common with others, a portion of the City's Right of Way for the location, installation, maintenance, and use of a Charging Station, for the purpose of enhancing the use and enjoyment of the Property.

2. **Term.** This License Agreement, unless otherwise terminated pursuant to paragraph 7 of this License Agreement, shall be effective for a term of three years and shall, unless extended hereunder, expire at 11:59 p.m. on December 31, 2020. Commencing January 1, 2020, this License Agreement will renew for one (1) additional three-year term, expiring at 11:59 p.m. on December 31, 2023, unless either party notifies the other party in writing of its intent to terminate or renegotiate this License Agreement not less than one hundred eighty (180) days before the termination of the then-current term. The additional term shall be deemed a continuation of the License Agreement and not a new License Agreement or amendment.

3. **Grinders' Covenants.** In exchange for this License, in addition to giving good and valuable consideration, Grinders hereby covenants and warrants as follows:
 - (a) Grinders shall install the Charging Station at its sole cost and expense and at no cost to the City.

 - (b) Before installing the Charging Station, Grinders shall seek and obtain from the City a Right of Way Work permit to install the Charging Station in the City's Right of Way.

 - (c) Grinders shall maintain the Charging Station, located in the City's Right of Way, at its sole cost and expense and shall remove all graffiti, debris, and other materials that may be caused to be placed or deposited thereon as a result of Grinders' use and occupancy of the City's Right of Way.

 - (d) Grinders shall move or close, at Grinders' sole cost and expense, the Charging Station, located on the City's Right of Way, 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. Grinders may replace or reopen the Charging Station in its former location once said installations, repairs, or maintenance are completed, except as may otherwise be provided in paragraph 7 of this License Agreement.

- (e) Grinders shall not obstruct or restrict access to the public parking spaces immediately adjacent to the Charging Station.
 - (f) Grinders shall comply with all applicable laws and ordinances, including all land use requirements and regulations of the City and Douglas County, Kansas.
 - (g) Grinders shall meter the Charging Station and all costs of electricity and operation of the Charging Station shall be the sole responsibility of Grinders.
 - (h) Grinders shall not charge any person at any time any fee whatsoever for the use of the Charging Station and use of the Charging Station shall, at all times, be free of charge.
 - (i) Grinders shall refrain from causing any waste, damage, or injury to the City's Right of Way.
 - (j) Grinders 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.
4. **Accommodation.** The license granted to Grinders under the License Agreement is given for good and valuable consideration. However, the license granted is also given as an accommodation to Grinders and shall be made without requiring the payment of rent from Grinders. Grinders 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 Grinders' use or occupancy of the City's Right of Way hereunder.
5. **The City Makes No Representations.** Grinders 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 Grinders 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.
6. **Indemnification.** During the time that this License Agreement is in effect, Grinders 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 Grinders' use or occupancy of the City's Right of Way or any portion thereof for a Charging Station, 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.

7. **Termination.** The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason, by giving Grinders 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 Grinders fails to comply with or abide by each and all of the provisions, including Grinders' Covenants, of this License Agreement;
 - (b) If the continued use or occupancy of the City's Right of Way presents a health or safety hazard; or
 - (c) Grinders' lease of the Property expires or is terminated and Grinders ceases to occupy the Property.
8. **Removal of Fixtures.** In the case of the termination of this License Agreement, either by the passage of time or pursuant to paragraph 7, it shall be the duty and obligation of Grinders immediately to restore the City's Right of Way to as good condition as the same was at the time of commencement of this License Agreement without any cost to the City, which shall include removal of all fixtures, including the Charging Station, from the City's Right of Way.
9. **Non-transferable.** This License Agreement shall not be transferrable and shall end upon the termination of this License Agreement or at the time that Grinders shall cease to occupy the Property.
10. **Authorizations.** Each person executing this License Agreement in behalf of the City and Grinders hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this License Agreement have been taken and completed.
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.
13. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[SIGNATURES APPEAR ON 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)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2018, 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, a municipal corporation, 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:

**GRINDERS:
GRINDERS 733, LLC, a Kansas
limited liability company**

JEFFREY A. RUMANER
President
S & A Pizza, Inc., a Missouri corporation,
and sole Member of Grinders 733, LLC, a
Kansas limited liability company

ACKNOWLEDGMENT

THE STATE OF MISSOURI)
)
THE COUNTY OF JACKSON)

ss:

BE IT REMEMBERED, that on this 31st day of August, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Jeffrey A. Rumaner as President of S & A Pizza, Inc., a Missouri corporation, and Sole Member of Grinders 733, LLC, a Kansas limited liability company, 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: 2/23/2022

