

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 18 day of February, 2019, by and between the City of Lawrence, Kansas, a municipal corporation, and Eric Hodges, a single person.

RECITALS

- A.** The City of Lawrence, Douglas County, Kansas, a municipal corporation, ("the City"), is the holder of that Right of Way on which Harper Street ("the City's Right of Way") is located in Lawrence, Douglas County, Kansas;
- B.** Eric Hodges ("the Owner"), owns certain real estate ("the Property"), commonly known as 1632 East Glen Drive, Lawrence, Kansas 66044 and bearing the following legal description, to-wit:

Lots 1 and 2, Block D, in Davis Wiggins Addition No. 2, and Replat of Lots 2, 3, 4, and 5 in Block 6, Lot 1 in Block 3 of Davis Wiggins Addition, an addition to the City of Lawrence, Douglas County, Kansas (as described in the Quit Claim Deed recorded in Book 1139, Page 1694 with the Douglas County Register of Deeds)

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

- C.** In order to enhance the use and enjoyment of the Property, the Owner has constructed an accessory garage structure which overlaps into the City's Right of Way ("Licensed Area") (a map showing the Licensed Area is affixed hereto as Exhibit A, the legal description of the Licensed Area is affixed hereto as Exhibit B, and both exhibits are adopted and incorporated herein by reference);
- D.** The Owner has requested the City's permission to continue its use of the City's Right of Way for the location of the garage structure; and
- E.** The City has reviewed the proposed use of the City's Right of Way, and shall allow such use, contingent upon the execution of this License Agreement, and compliance with the terms of this License 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 is hereby acknowledged by the parties, the parties agree as follows:

TERMS

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 map affixed hereto as Exhibit A, for the Licensed 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 the structure, located on the City's Right of Way, 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 remove, at the Owner's sole cost and expense, the portion of the structure, 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 or if the City needs to utilize the Right of Way for road, sidewalk or other lawful purposes.

 - (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 for the location of an accessory garage structure, 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;
 - (b) If the Owner's 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)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, 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:
ERIC HODGES**


ERIC HODGES

ACKNOWLEDGMENT


THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS)

SS:



BE IT REMEMBERED, that on this 18th day of February, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Eric Hodges, 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: 8-15-2022

Exhibit A



LEGEND

- POC-POINT OF COMMENCEMENT
- POB-POINT OF BEGINNING
- DESCRIBED PORTION OF RW
- RIGHT OF WAY
- EXISTING EASEMENT

THIS SKETCH HAS BEEN PREPARED FOR RIGHT-OF-WAY ENCROACHMENT LICENSE AREA EXHIBIT PURPOSES ONLY, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

CITY OF LAWRENCE, KANSAS
MUNICIPAL SERVICES AND OPERATIONS

CITY OF LAWRENCE, KANSAS 1632 East Glenn Dr Right-of Way Encroachment/License Area	DATE	DRAWN BY	REVISION
	JAN. 28, 2019	JAK	

SHEET 2 OF 2

Exhibit B

A PORTION OF THE WEST RIGHT-OF-WAY OF HARPER STREET ADJOINING LOT 1, BLOCK D, DAVIS WIGGINS ADDITION NO. 2, AND REPLAT OF LOTS 2, 3, 4, AND 5 IN BLOCK 6, LOT 1 IN BLOCK 3 OF DAVIS WIGGINS ADDITION, CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 01°54'36" EAST COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF HARPER STREET, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°54'36" EAST COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 28.00 FEET; THENCE NORTH 88°05'24" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 01°54'36" WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 88°05'24" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING. CONTAINING 392.00 SQUARE FEET, MORE OR LESS.