

LICENSE AGREEMENT

This License Agreement is made this 1st day of May, 2014, by and between the City of Lawrence, Kansas, a municipal corporation, and the Lawrence-Douglas County Housing Authority.

RECITALS

- A. The City of Lawrence, Douglas County, Kansas ("the City"), is the owner of park property commonly known as Edgewood Park, which is located in the City of Lawrence, Douglas County, Kansas;
- B. The Lawrence-Douglas County Housing Authority desires to place playground equipment on the licensed premises at a location described on the attached Exhibit A.

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 the Lawrence-Douglas County Housing Authority, the non-exclusive license, right, privilege, and permission ("the License") to use, in common with others, that portion of Edgewood Park, on which the playground equipment will be located, as described on exhibit A attached hereto, for the purpose of the use and enjoyment of the Lawrence-Douglas County Housing Authority residents and park patrons.
- 2. **The Lawrence-Douglas County Housing Authority Covenants.** In exchange for this License, in addition to giving good and valuable consideration, the Lawrence-Douglas County Housing Authority hereby covenants and warrants as follows:
 - (a) To maintain, at the Lawrence-Douglas County Housing Authority's sole cost and expense, for the duration of this License Agreement, the playground equipment and grounds covered in this License Agreement.
 - (b) To move or remove, at the Lawrence-Douglas County Housing Authority's sole cost and expense, the playground equipment, located in the licensed area, at the City's request or in the event that the City needs to install, repair, maintain, or expand the park or any utilities that may be located or are to be located in the licensed area.

- (c) To remove or repair the playground equipment in the event it becomes a hazard or is in a state of disrepair upon written notice of the City.
 - (d) To comply with all applicable laws and ordinances, including all land use requirements of the City and Douglas County, Kansas.
 - (e) To comply with all rules and regulations of the Parks and Recreation Department of the City of Lawrence.
 - (f) To refrain from causing any waste, damage, or injury to the land.
 - (g) The Lawrence-Douglas County Housing Authority shall not enlarge, intensify, or increase the proposed scope of its use or occupancy of the licensed area as described in this License Agreement without the prior written consent of the City.
 - (h) The Lawrence-Douglas County Housing Authority shall list the City as an additional insured on its commercial insurance policy.
3. **The City Makes No Representations.** The Lawrence-Douglas County Housing Authority agrees that the City has made no representations to it with respect to the park land or its condition, and that it is not relying on any representations of the City or its agents with respect to the land or its condition. This License Agreement grants the Lawrence-Douglas County Housing Authority the License to use a portion of the park for its use in accordance with the terms of this License Agreement, in its present condition, "as is," without any warranties, representations, or assurances from the City.
4. **Indemnification.** During the time that this License Agreement is in effect, the Lawrence-Douglas County Housing Authority 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 Lawrence-Douglas County Housing Authority use or occupancy of the licensed area or any portion thereof or the maintenance thereof, 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.
5. **Accommodation.** The permission granted to the Lawrence-Douglas County Housing Authority under this License Agreement is given for good and valuable consideration. However, the permission granted is given as an accommodation to the Lawrence-Douglas County Housing Authority and shall be made without

requiring the payment of rent from the Lawrence-Douglas County Housing Authority. The Lawrence-Douglas County Housing Authority hereby acknowledges the City's right to the licensed area and agrees never to assail, resist, or deny such right by virtue of the Lawrence-Douglas County Housing Authority use or occupancy of the licensed area under this License Agreement.

6. **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 Lawrence-Douglas County Housing Authority 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 the Lawrence-Douglas County Housing Authority fails to comply with or abide by each and all of the provisions, including the Covenants, of this License Agreement;
 - (b) If the continued use or occupancy of the licensed area presents a health or safety hazard.
7. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and the Lawrence-Douglas County Housing Authority 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 Lawrence-Douglas County Housing Authority; 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 Lawrence-Douglas County Housing Authority, or portion thereof, except for those duties and obligations arising during the period of his, her, or its ownership.
8. **Authorization.** Each of the persons executing this License Agreement, in behalf of their respective parties, represents 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.
9. **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

Notice to Licensee:
Lawrence-Douglas County Housing Authority
1600 Haskell Avenue

6 East 6th Street
P.O. Box 768
Lawrence, Kansas 66044

Lawrence, Kansas 66044

- 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 *verbatim*.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the date noted above.

CITY OF LAWRENCE, KANSAS, a municipal corporation

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, 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.

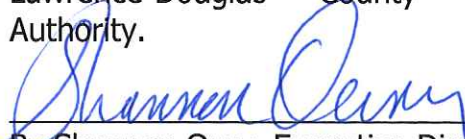
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the date noted above.

Lawrence-Douglas County Housing Authority.

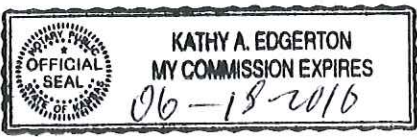

By Shannon Oury, Executive Director


ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 1st day of May, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Shannon Oury, acting on behalf of the Lawrence-Douglas County Housing Authority, 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: June 18, 2016

Exhibit A
Description for Playground Area at Edgewood Homes

Commencing at the Northeast corner of Lot 1 Edgewood Homes, an addition to the city of Lawrence, Douglas County, Kansas; thence South 02°29'37" East on the East line of said Lot 1, a distance of 398.45 feet for the Point of Beginning; thence North 87°30'23" East, a distance of 114.33 feet; thence South 02°29'37" East, a distance 160.87 feet to the East line of said Lot 1; thence North 57°09'37" West on the East line of said Lot 1, a distance of 140.14 feet; thence North 02°29'37" West on the East line of said Lot 1, a distance of 79.82 feet to the Point of Beginning, containing 13758.5 square feet more or less all in the City of Lawrence, Douglas County, Kansas. Said tract subject to Rights-of-way, Easements and Restrictions of Record.

