

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made this 27<sup>th</sup> day of June 2006 (the "Effective date") by and between the Brook Creek Neighborhood Association, ("Licensee") and the City of Lawrence, Kansas, a municipal corporation (the "City"), owners of property commonly located at 1205 Brook Street and legally described as:

**FAIRFAX ADDITION, LOTS 159 AND 160, A SUBDIVISION OF THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.**

### RECITALS

1. The City is the owner of the property above located in the City of Lawrence, Douglas County, Kansas.
2. Licensee wishes to maintain a community garden at 1205 Brook St., in Lawrence, Kansas to enhance the use and enjoyment of the neighborhood. Accordingly, the Licensee has requested permission from the City to maintain a community garden and the City has agreed to provide a license to Licensee for such purpose, all in accordance with the terms and conditions of this License.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. **Grant of License.** The City hereby grants to the Licensee the non-exclusive license, right, privilege, and permission (the "License") to use in common with others an area at 1205 Brook Street, Property as depicted in Exhibit A, for the purpose of constructing and maintaining, at Licensee's sole cost and expense, a neighborhood garden. Exhibit A is incorporated herein by reference.
2. **No Representation by the City.** The Licensee represents that the City has made no representations with respect to 1205 Brook Street or its condition, and that the Licensee is not relying on any representations of the City or the City's agents with respect to the use or condition of 1205 Brook Street. This License Agreement grants the Licensee the privilege and permission to use said property described in Paragraph 1 of this License Agreement in its present condition "as is" without any warranties subject to the conditions set forth herein.
3. **Covenants of the Licensee.** The Licensee hereby covenant and warrant to the City, as follows:
  - a. To maintain the neighborhood garden at the Licensee's sole cost and expense, including payment of water utilities for water usage, for the duration of the License Agreement.
  - b. To move the neighborhood garden immediately when the City deems it an emergency, or within thirty (30) calendar days after receipt of notice from the City when the City determines the neighborhood garden needs to be moved for the

non-emergency installation, repair, maintenance, or expansion of any streets or utilities located, or to be located in, on, under or through 1205 Brook Street. The Licensee shall bear all costs associated with moving the neighborhood garden and Licensee hereby agree the City shall have no duty whatsoever to replace the Licensee's neighborhood garden. The Licensee may replace, at their sole cost and expense, the neighborhood garden in its former location except as otherwise provided by paragraph 6 of this Agreement.

- c. To comply with all applicable laws and ordinances, including land use requirements of the City of Lawrence and the County of Douglas, Kansas.
  - d. To refrain from causing any waste, damage, or injury to 1205 Brook Street.
  - e. The Licensees shall not have any right to enlarge the present scope of this License Agreement, without the prior written consent of the City.
4. **Indemnification of the City.** During the time this License Agreement is in effect, the Licensee agrees to indemnify, defend, and save the City, and the City's officers, commissioners, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Licensee's use or occupancy of 1205 Brook Street, or any portion thereof or the maintenance of a neighborhood garden, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the City.
  5. **Accommodation.** The permission granted to the Licensee under this License Agreement is given to the Licensee as an accommodation, and shall be without charge to the Licensee. The Licensee hereby acknowledge the City's rights and ownership of 1205 Brook Street, and agree to never assail, resist, or deny such rights by virtue of the Licensee's occupancy or use 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 Licensee 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 at any times, if (i) the Licensee fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the License presents a health or safety hazard.
  7. **Non-growing Season.** The Licensee shall cleanup said community garden at the end of each growing season and shall not allow said location to become overgrown with weeds, scrub trees, garden waste and other debris as to cause a nuisance.
  8. **Governing Law.** This License Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Kansas.

**IN WITNESS WHEREOF**, the undersigned have caused this License Agreement to be executed as of the Effective Date.

LICENSEE:

*Agon Brown* (*Agon Brown*)  
Brook Creek Neighborhood Association by *President* (title)

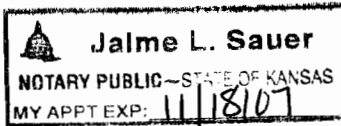
STATE OF KANSAS            )  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this *27* day of *June*, 2006,  
before me, the undersigned, a Notary Public in and for the County and State aforesaid, came,  
*Agon Brown*, acting on behalf of the Brook Creek Neighborhood Association  
who is personally known to me to be the same persons who executed the within and foregoing  
instrument of writing and duly acknowledged the execution of the same.

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

*Jaime Sauer*  
Notary Public

Seal:



**CITY OF LAWRENCE, KANSAS a  
municipal corporation**

\_\_\_\_\_  
David L. Corliss, Interim City Manager

STATE OF KANSAS            )  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
before me, the undersigned, a Notary Public in and for the County and State aforesaid, came  
David L. Corliss, Interim City Manager, who is personally known to me to be the same person  
who executed the within and foregoing instrument of writing and duly acknowledged the  
execution of the same.

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

**Seal:**

\_\_\_\_\_  
**Notary Public**