

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and Douglas County, Kansas, a Kansas county.

RECITALS

- A. The City of Lawrence, Douglas County, Kansas ("City"), is the holder of that Right of Way on which East Hills Drive ("City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas;
- B. Douglas County, Kansas ("County"), is a Kansas county and, among other things, provides certain emergency services for the health, safety, and welfare of its residents.
- C. To better provide emergency services to residents of Douglas County, Kansas, the County proposes to place a pole-mounted emergency siren in the City's Right of Way (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 has approved the County's proposed use of the City's Right of Way, including the proposed location of the pole-mounted emergency siren, 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 the County 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 on which the pole-mounted emergency siren will be located for the purposes of providing emergency services and protecting for the health, safety, and welfare of residents of the County.
- 2. **County's Covenants.** In exchange for this License, in addition to giving good and valuable consideration, the County hereby covenants and warrants as follows:

- (a) To maintain the pole-mounted emergency siren at the County's sole cost and expense.
 - (b) To move, at the County's sole cost and expense, the pole-mounted emergency siren, 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. The County may replace the pole-mounted emergency siren 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 refrain from causing any waste, damage, or injury to the City's Right of Way.
 - (d) The County 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 County 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 County 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 County under the License Agreement is given for good and valuable consideration. However, the permission granted is also given as an accommodation to the County and shall be made without requiring the payment of rent from the County. The County 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 County'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 County 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 County's use or occupancy of the City's Right of Way or any portion thereof for the location of the pole-mounted emergency siren, 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. Nothing in this indemnity clause waives or has any effect on the County's statutory rights,

including maximum liability for claims, under the Kansas Tort Claims Act of 1979, K.S.A. 75-6101 *et seq.*

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 County at least 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 the County fails to comply with or abide by each and all of the provisions, including the County's Covenants, of this License Agreement;
or
 - (b) If the 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 County and all parties claiming by, through, or under them; provided, however, that the rights, duties, and obligations of each owner of the pole-mounted emergency siren, as set forth herein, shall cease with the termination of ownership of that property, 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 herein *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**

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2013, 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:

COUNTY: Douglas County, Kansas,
a Kansas county

Title

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, _____ of Douglas County, 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: