

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lawrence, Kansas, a municipal corporation, and Greyhound Lines, Inc., a Delaware corporation.

### RECITALS

- A.** The City of Lawrence, Douglas County, Kansas ("the City"), is the holder of that Right of Way on which West 7th Street ("City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas;
- B.** Greyhound Lines, Inc., a Delaware corporation ("Greyhound"), is an intercity bus common carrier serving 3,800 destinations across North America;
- C.** In order to continue to provide intercity bus service to residents of the City, Greyhound wishes to use a portion of the City's Right of Way, between Kentucky Street and Vermont Street, as a bus stop for the purposes of loading and unloading passengers (a map showing the location of the bus stop is affixed hereto as Exhibit A and is incorporated herein by reference); and
- D.** The City has reviewed and approves Greyhound's plan and proposed use of the City's Right of Way, contingent, among other things, upon the execution of this License Agreement and compliance with its terms.

### 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 are hereby acknowledged by the parties, the parties agree as follows:

- 1. Grant of License.** The City hereby grants to Greyhound 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 a bus stop for the purposes of loading and unloading passengers at the location, which is shown on Exhibit A ("Licensed Area"), which is affixed hereto and is incorporated herein by reference.
- 2. Greyhound's Covenants.** In exchange for this License, Greyhound hereby covenants and warrants as follows:
  - (a)** Greyhound agrees to reimburse the City for the costs of installing, in the Licensed Area, a concrete pad and bench for use of passengers at the bus stop, but in no case shall said reimbursement exceed \$1,500.00.

- (b) To maintain, at Greyhound's sole cost and expense, for the duration of this License Agreement, the bus stop located in the City's Right of Way.
- (c) To move or remove, at Greyhound's sole cost and expense, the bus stop located in the City's Right of Way in the event that the City needs to install, repair, maintain, or expand any utilities that may be located or are to be located in the City's Right of Way. Greyhound may replace the bus stop in its former location in the City's Right of Way once said installations, repairs, maintenance, or expansion are completed, except as may otherwise be provided in this License Agreement.
- (d) To comply with all applicable laws and ordinances, including all land use requirements of the City and Douglas County, Kansas.
- (e) To refrain from causing any waste, damage, or injury to the City's Right of Way.
- (f) Greyhound 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.
- (g) Greyhound shall list the City as an additional insured on any commercial insurance policy.

3. **The City Makes No Representations.** Greyhound 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 Greyhound 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. **Compensation to the City.** As consideration for the grant of this License Agreement, Greyhound agrees to pay and the City agrees to accept as compensation and sufficient consideration for granting this License, monthly payments in the amount of \$500.00 per month. The parties agree that such fee shall be in the form of a rent. The first payment shall be due at the date of the execution of this License Agreement. Subsequent payments shall be made on the first day of each month. Payments received more than ten (10) days after the due date shall be subject to a delinquency fee of one and one-half percent (1½ %) per month. Payments shall be made to the City of Lawrence, Kansas, and shall be transmitted to the City Clerk.

5. **Indemnification.** During the time that this License Agreement is in effect, Greyhound 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 Greyhound's use or occupancy of the City's Right of Way or any portion thereof for a bus stop, 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. **Term.** This License Agreement shall be effective for a term of one year, commencing at 12:00 a.m. on March 1, 2018, and expiring, unless terminated earlier, at 11:59 p.m. on February 28, 2019. At that time, upon mutual agreement of the parties, this License Agreement may be extended under such terms as are agreeable to the parties.
7. **Termination.**
- (a) The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason, by giving Greyhound 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:
- (i) If Greyhound fails to comply with or abide by each and all of the provisions, including Greyhound's Covenants, of this License Agreement; or
- (ii) If Greyhound's continued use or occupancy of the City's Right of Way presents a health or safety hazard.
- (b) Greyhound shall have the right to terminate this License Agreement by giving the City at least 30 days written notice of such termination.
8. **Notice.** All notices or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized overnight delivery service, as follows:

**If to City, to:**

City of Lawrence, Kansas  
Attn: City Clerk  
6 East 6th Street  
P.O. Box 708  
Lawrence, Kansas 66044

**With a copy to:**

Attn: City Attorney  
Toni R. Wheeler  
6 East 6th Street  
P.O. Box 708  
Lawrence, Kansas 66044

**If to Greyhound, to:**

Greyhound Lines, Inc.  
Attn: Legal Department (V. Crabtree)  
350 N. St. Paul Street  
Dallas, Texas 75201

9. **Force Majeure**. No party shall be liable for any failure to perform its obligations where such failure is a result of acts of God, fire, strikes, riots, floods, war, and other disasters or events beyond the City's or Greyhound's reasonable control.
10. **Binding Effect**. This License Agreement shall, at all times, be binding upon the City and Greyhound and all parties claiming by, through, or under them; provided, however, that the rights, duties, and obligations of each owner of the monitoring well, and all facilities appurtenant thereto, 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.
11. **Authorization**. Each of the persons executing this License Agreement, in behalf of their respective parties, represents and warrants 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 that authorization have been taken and completed.
12. **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.
13. **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.
14. **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**

\_\_\_\_\_  
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, 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:

