

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 2018, by and between the City of Lawrence, Kansas, a municipal corporation, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., a Virginia corporation, d/b/a SCS Engineers.

RECITALS

- A.** The City of Lawrence, Kansas, a municipal corporation ("the City"), is the holder of that Right of Way on which Ohio Street ("City's Right of Way") is located in the City of Lawrence, Douglas County, Kansas.
- B.** Stearns, Conrad and Schmidt, Consulting Engineers, Inc., a Virginia corporation, d/b/s SCS Engineers ("SCS"), is an engineering company that, among other things, performs environmental assessments of soil and groundwater contamination associated with underground petroleum tanks.
- C.** Under the direction and oversight of the Kansas Department of Health and Environment ("KDHE"), pursuant to *Presto #25 Remedial System*, SCS wishes to place one (1) monitoring well and appurtenant facilities within the City's Right of Way for the purpose of monitoring and remediating soil and groundwater (a map showing the location of the proposed monitoring well and appurtenant facilities is affixed hereto as Exhibit A and is incorporated herein by reference).
- D.** The City has approved the proposed placement of the monitoring well and appurtenant facilities within the City's Right of Way, contingent, among other things, 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 are 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 for other good and valuable consideration, the City hereby grants to SCS 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 monitoring well and appurtenant facilities will be located, as shown on Exhibit A hereto, for the purpose of monitoring and remediating soil and groundwater under the direction and oversight of KDHE and pursuant to *Presto #25 Remedial System*.

2. **SCS Covenants.** In exchange for this License, in addition to giving good and valuable consideration, SCS hereby covenants and warrants as follows:
- (a) To maintain the monitoring well and appurtenant facilities at SCS' sole cost and expense for the duration of the License Agreement.
 - (b) To move or remove, at SCS' sole cost and expense, the monitoring well and appurtenant facilities located in the City's Right of Way, at the City's request or 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.
 - (c) To remove or repair, upon the written notice of the City, the monitoring well and appurtenant facilities in the event that they become a hazard or are in a state of disrepair.
 - (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 conditions placed on it by KDHE pursuant to the *Presto #25 Remedial System*.
 - (f) To refrain from causing any waste, damage, or injury to the City's Right of Way.
 - (g) SCS 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.** SCS 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 SCS the License to use the City's Right of Way in their present condition, "as is," without any warranties, representations, or assurances from the City.
4. **Accommodation.** The permission granted to SCS under the License Agreement is given for good and valuable consideration. However, the permission granted is also given as an accommodation to SCS and shall be made without requiring the payment of rent from SCS. SCS 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 SCS 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, SCS 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 SCS' use or occupancy of the City's Right of Way or any portion thereof for the location of the monitoring well and appurtenant facilities 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 SCS 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 SCS fails to comply with or abide by each and all of the provisions, including the SCS Covenants, of this License Agreement;
 - (b) If SCS fails to comply with or abide by each and every condition established by the KDHE for the proposed monitoring well as shown on Exhibit A; or
 - (c) If the continued use or occupancy of the City's Right of Way presents a health or safety hazard.

7. **Term.** From the date listed above, this License Agreement shall be valid for a period of one year. If neither party requests a termination of this License Agreement, it shall be automatically extended for additional 1-year periods. Any extension shall be considered a continuation of this License Agreement and shall not be a new agreement. This License Agreement will absolutely terminate when KDHE issues to SCS a no further action required letter. The parties agree that KDHE abandonment in place policy is satisfactory to close the monitoring well.

8. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and SCS 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.

9. **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.

10. **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 Development and 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
6 East 6th Street
P.O. Box 768
Lawrence, Kansas 66044

Notice to SCS:

Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers
7311 W 130th Street, Suite 100
Overland Park, KS 66213

11. **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.
12. **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.
13. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth herein *verbatim*.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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)
) ss:
THE COUNTY OF DOUGLAS)

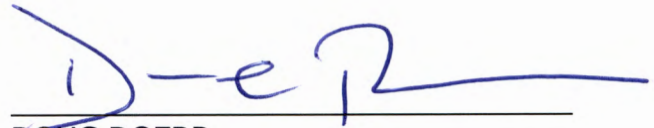
BE IT REMEMBERED, that on this ____ day of _____, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, 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:

**SCS:
STEARNS, CONRAD AND SCHMIDT,
CONSULTING ENGINEERS, INC., a
Virginia corporation, d/b/a SCS
Engineers**



DOUG DOERR
Senior Vice President

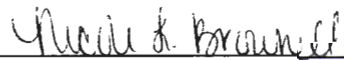
ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 27th day of February, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Doug Doerr, as Senior Vice President of Stearns, Conrad and Schmidt, Consulting Engineers, Inc., a Virginia corporation, d/b/a SCS Engineers, 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.

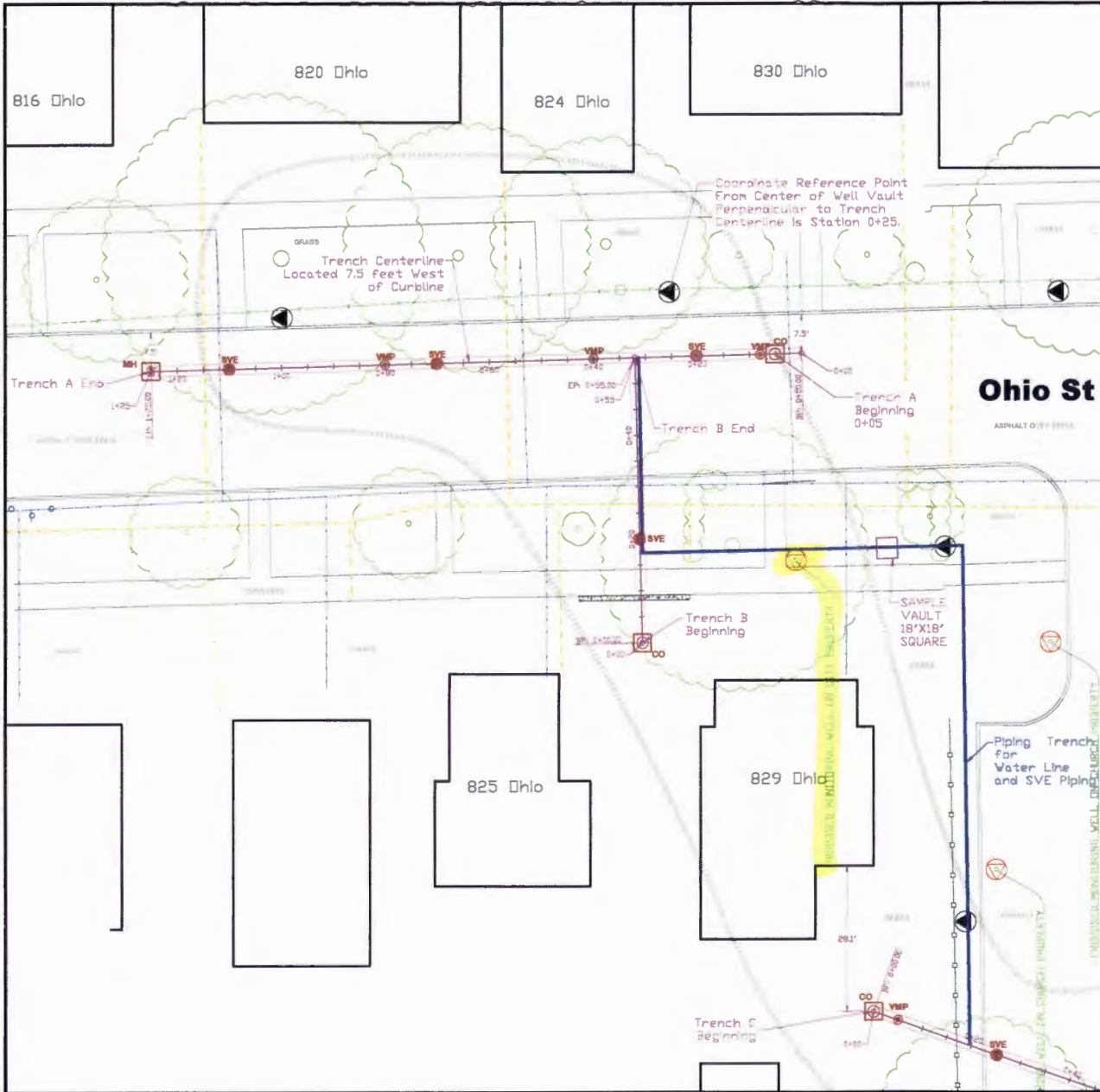
NICOLE L. BROWNELL
Notary Public - State of Kansas
My Appt. Expires 10-7-21



Notary Public

My Appointment Expires: 10-7-21

K:\WORK\Contributors\Travel Fund PROJECTS\78.10 - Linnwood Fields #28 OMM\Emergency Response\02-03 - Trench Layouts NEW Proposed Walls.dwg Feb 08, 2018 - 2:45pm Layout Name: North 28x24 By: JTB/alan



LEGEND

- ROAD / SIDEWALK
- BUILDING
- CONCRETE RETAINING WALL
- TREE
- STORM SEWER LINE
- WATER SUPPLY LINE
- GAS LINE
- FENCE
- GROUNDWATER MONITORING WELL
- APPROX. CONTAMINATION PLUME
- PROPOSED REMEDIATION TRENCH
- PROPOSED AIR AND WATER PIPING
- MH PROPOSED MANHOLE
- SVE PROPOSED SVE WELL
- VMP PROPOSED VAPOR MONITORING POINT
- CO PROPOSED CLEANOUT
- MW PROPOSED MONITORING WELL

NOTES

1. THE SITE LAYOUT IS BASED ON SURVEY DATA AND APPROXIMATIONS FROM GOOGLE AERIAL IMAGES.
2. THE LOCATION OF THE UNDERGROUND UTILITY LINES ARE REPRESENTATIVE AND SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
3. THE LOCATION OF THE WATER SUPPLY LINE FOR 830 DHID IS UNKNOWN AND SHALL BE VERIFIED PRIOR TO CONSTRUCTION.
4. CONCRETE RETAINING WALL IS APPROXIMATED.
5. THE 2"Ø GROUNDWATER REMOVAL LINE SHALL BE SLEEVED WITH A 3"Ø PVC CAPPED WITH 3'X2' FERNCO COUPLINGS WHERE THE GROUNDWATER REMOVAL LINE CROSSES UNDER THE PUBLIC WATER SUPPLY LINE FOR A MINIMUM OF 10- FEET ON EITHER SIDE OF THE PUBLIC WATER SUPPLY LINE.



REV. DATE	1	2	3	4	5
SHEET TITLE	SITE LAYOUT TRENCHES A AND B				
PROJECT TITLE	EMERGENCY RESPONSE 2013				
CLIENT	PRESTO CONVENIENCE STORES, LLC PRESTO CONVENIENCE STORE #25 902 WEST 9TH ST, LAWRENCE, KANSAS 66044				
CONTRACT NO.	SCS AQUATERRA CONSULTING ENGINEERS, INC. 2000 West 15th Street, Suite 100 Lawrence, KS 66044 PH: (785) 840-0000 FAX: (785) 840-0010 E: (785) 840-0000 WWW: WWW.SCSAQUATERRA.COM				
CADD FILE:	DATE: 2/8/18				
DRAWING NO.	2 of 5				

Exhibit A