

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 2, 2011 (4:00 p.m. only)

Convene at 4:00 p.m.

-Consider need to extend Burn Ban

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider approval of Cereal Malt Beverage License for Clinton Marina, 1329 E 800 Rd (Clerk's Office);
- (c) Consider approval of Cereal Malt Beverage License for Clinton Submarina, 1329 E 800 Rd (Clerk's Office);
- (d) Consider approval of Cereal Malt Beverage License for Flamingo Enterprises, 1626 E 1500 Rd (Clerk's Office);
- (e) Consider approval of Class "B" Club License For Little Reno, Inc. DBA Paradise Saloon (Clerk's Office);
- (f) Consider acquisition of right of way for a portion of N1900 Road lying east of E175 Road and consider HR-11-11-4 extending said road (Keith Browning); and
- (g) Consider approval and authorization for chair to sign on behalf of the Commission for a Contract of Purchase and Sale for land legally described at Lot 1, Franklin Park Addition No.1 (Evan Ice)

REGULAR AGENDA

- (2) Sustainability and Energy-Savings Reinvestment Fund (Eileen Horn)
- (3) Receive staff report from Sustainability Coordinator on proposed use of certain County property for urban agriculture/community garden project.
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Building Code Board of Appeals - vacancy**
 - Lawrence-Douglas County Advocacy Council on Aging – vacancy**
 - Douglas County Community Corrections Advisory Board - 12/2011**
 - Douglas County Senior Services, Inc. Board of Directors - 12/2011**
 - Jayhawk Area Agency on Aging Tri-County Advisory Council - vacancy**
 - Fire/EMS District No. 1 - 12/2011**
 - (c) Public Comment
 - (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, NOVEMBER 9, 2011

WEDNESDAY, NOVEMBER 16, 2011

WEDNESDAY, NOVEMBER 23, 2011

-No Commission Meeting

WEDNESDAY, NOVEMBER 30, 2011

4:00 p.m.

-Recognize Agamani Sen, P.E., Chief Design Engineer, for receiving the George C. Askew award from the Kansas Certified Public Manager program (Keith Browning)

WEDNESDAY, DECEMBER 7, 2011

6:35 p.m.-Kaw Valley Sand Dredging CUP- requesting the item to be remanded back to Lawrence-Douglas County Planning Commission (Sandy Day)

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

1(b-e)

RESOLUTION _____

WHEREAS, on the 2nd day of November, 2011, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Marina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Marina** is qualified under the law to sell cereal malt beverages not for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Marina** granted a license to sell cereal malt beverage not for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2012 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON MARINA**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1329 E 800 Road, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2012 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 2nd Day of November, 2011

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the **2nd day of November 2011**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Submarina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Submarina** is qualified under the law to sell cereal malt beverages for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Submarina** granted a license to sell cereal malt beverage for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2012 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON SUBMARINA**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1329 E 800 Road, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

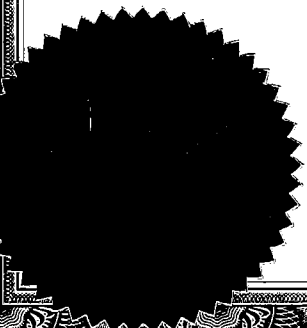
This License will expire 12:00 midnight December 31, 2012 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 2nd Day of November, 2011

Attest: _____
County Clerk

Chairman



RESOLUTION _____

WHEREAS, on the **2nd of November, 2011** the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Flamingo Enterprises/The Bird of Lawrence** for a cereal malt beverage license came up for consideration by the above board and

WHEREAS, the Board does find that said **Flamingo Enterprises/The Bird of Lawrence** is qualified under the law to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

WHEREAS, the Board further finds that due and legal notice has been given the Grant Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Grant Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Flamingo Enterprises/The Bird of Lawrence** granted a license to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2012 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **FLAMINGO ENTERPRISES/THE BIRD OF LAWRENCE**

TO SELL CEREAL MALT BEVERAGES AT RETAIL FOR CONSUMPTION ON PREMISES

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1626 E 1550 RD, LAWRENCE, KS Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

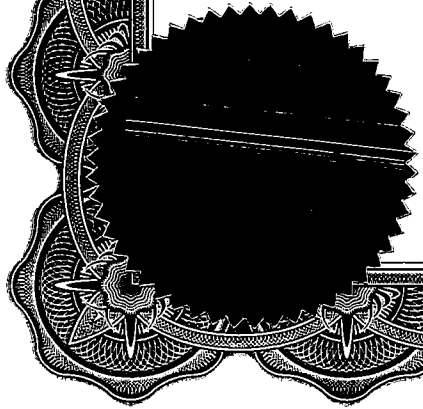
This License will expire 12:00 midnight December 31, 2012 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

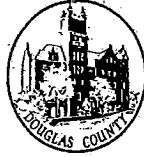
Done by the Board of County Commissioners of Douglas County, Kansas

This 2nd Day of November 2011

Attest: _____
County Clerk

Chairman





JAMIE SHEW
DOUGLAS COUNTY CLERK

1100 Massachusetts
Lawrence, KS 66044

Phone: 785-832-5182
Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

Benjamin Lampe
Deputy Clerk-Elections

2012

DOUGLAS COUNTY KANSAS OCCUPATIONAL LICENSE APPLICATION

DATE: 10-25-11

APPLICANT: Little Reno Inc. DBA Paradise Saloon

APPLICANT'S REPRESENTATIVE: Zachary R Snyder

BUSINESS ADDRESS: 1697 Highway 40 (PO Box 442082) Lawrence KS

STATE LIQUOR LICENSE NUMBER: 09-016-0134-00

BUSINESS PHONE: 785-843-9601

DOUGLAS COUNTY USE LOCATION: Same as above

Zachary R. Snyder

APPLICANT'S SIGNATURE

COUNTY FEE \$150.00

COUNTY LICENSE NUMBER 1

DATE ISSUED _____

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 150.00 (original)

LICENSE TAX NO. 1

2012

TO WHOM IT MAY CONCERN:

Occupational License is hereby granted to Little Reno, Inc DBA Paradise Saloon

of CLASS "B" CLUB LICENSE NO. 09-016-0134-00 for the year beginning **January 1, 2011**
at **1697 Highway 40, PO Box 442082, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS COUNTY, KANSAS**

Same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A.41-2622,
and the regulations of the Board of County Commissioners.

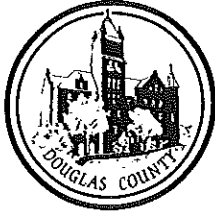
This License will expire DECEMBER 31, 2012 unless sooner revoked, is not transferable, nor will
any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of DOUGLAS County, Kansas

this 2nd day of November 2011.

Attest: _____
County Clerk

Chairman



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

TO : Douglas County Commission

FROM : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Michael D. Kelly, L.S., County Surveyor *MK*

DATE : October 28, 2011

RE : Acquisition of road right-of-way for a portion of N1900 Road

A portion of N1900 Road (lying east of County Route 1023), considered a private road, has been traveled for several years and it connects to an "island" portion of public road. For various reasons ranging from school bus access to township maintenance needs it was determined the private portion of the road should be acquired as a public easement and maintenance of the roadway be turned over the Lecompton Township.

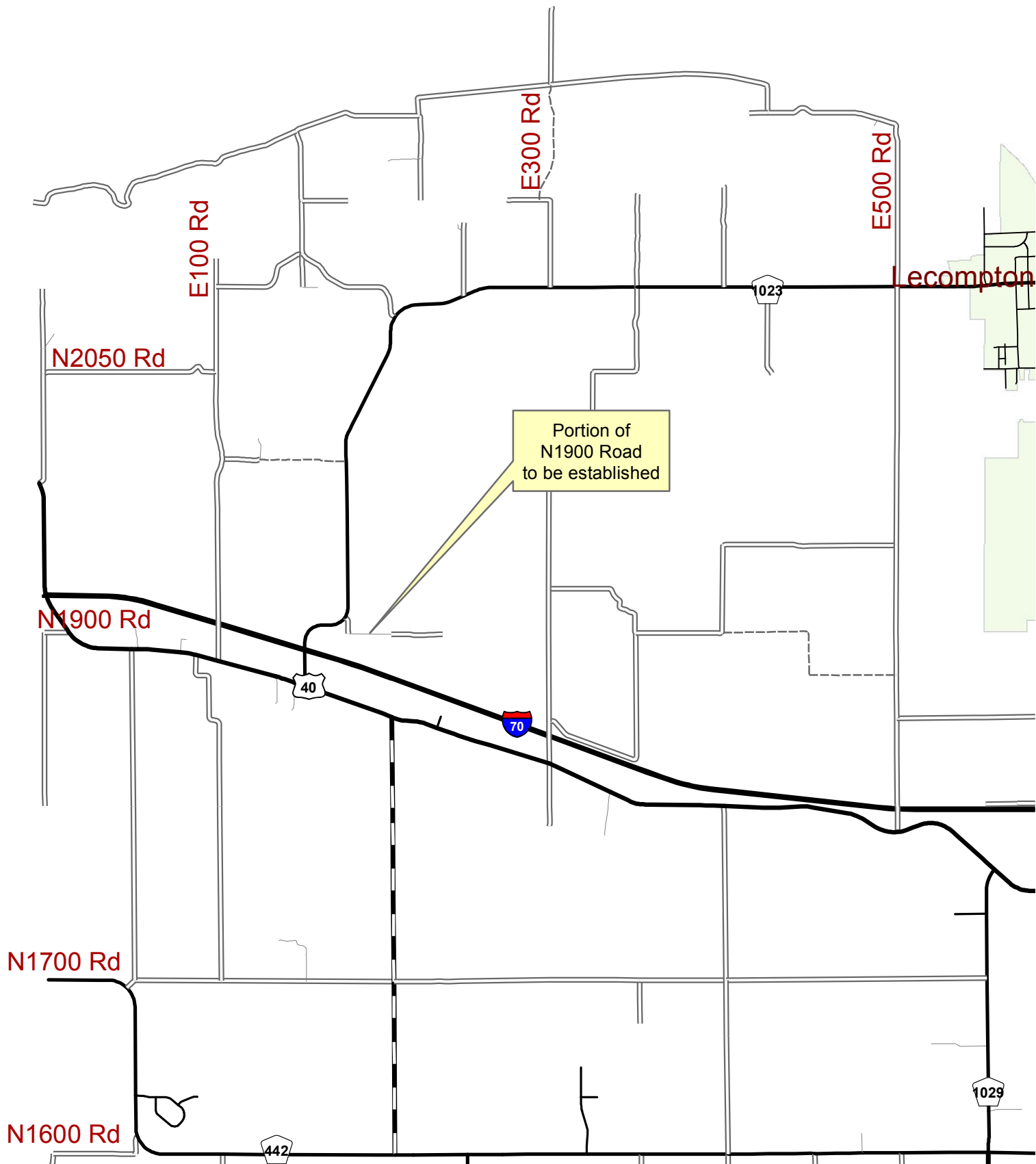
Attached are a Contract For Road Purposes and a Home Rule Resolution that will establish the portion of roadway as a public road.

ACTION REQUIRED: A motion is required to execute the Contract For Road Purposes and adopt Home Rule Resolution HR-11-11-4.

N1900 Road



1 inch = 4,000 feet



CONTRACT OF PURCHASE AND SALE

Defined Terms

Effective Date: November _____, 2011

Seller: Jerry A. Taylor and Laura Deanna Taylor,
Trustees under the Jerry A. Taylor and Laura Deanna Taylor
Revocable Living Trust dated February 19, 2009
2605 W. 27th Street Terrace
Lawrence, KS 66047
Phone: (785) 865-5335

Purchaser: Douglas County, Kansas, by and through
the Board of County Commissioners
Attn: Craig Weinaug, County Administrator
1100 Massachusetts Street
Lawrence, Kansas 66044
Phone: (785) 832-5328
E-mail: cweinaug@douglas-county.com

Legal Description: As set forth on Exhibit A.

Purchase Price: Five Hundred Seventy-Two Thousand Seven Hundred
Twenty Dollars (\$572,720.00), to be paid as set forth herein.

**Earnest Money
Deposit:** \$0.

Closing Date: November 30, 2011.

**Title Company and
Escrow Agent:** Commerce Title, L.L.C.
Attn: Paul Pendry
1420 Wakarusa Dr # 201
Lawrence KS 66049
Phone: 785-841-0505
Fax: 785-841-3396

Exhibits: Exhibit A - Legal Description
Exhibit B - Lease

This Contract of Purchase and Sale (this "Contract") is made and entered into by Seller and Purchaser, to be effective as of the Effective Date, as follows:

1. **Sale and Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller the tract of land more particularly described in the Legal Description, together with all rights and interests appurtenant thereto (the

"Land"), including all improvements, structures and fixtures located on the Land (the "Improvements") and all rights, titles and interests appurtenant to the Land and Improvements, including mineral rights (collectively, the "Property") that are owned by Seller on the Effective Date.

2. **Consideration.** Purchaser agrees to pay Seller, as consideration for the purchase of the Property, the Purchase Price, which amount shall be adjusted as provided for in this Contract and shall be paid as follows:

a. **Deposit.** No Earnest Money Deposit shall be required.

b. **Cash at Closing.** The full amount of the Purchase Price, subject to adjustments, prorations, and other costs agreed to or provided for in this Contract, is to be paid on the Closing Date by cash or bank wire transfer of immediately available funds.

3. **Deed.** Seller shall properly execute a Trustee's Deed (the "Deed") conveying the Property to Purchaser, and shall deliver the Deed to Escrow Agent. At Closing, Escrow Agent shall promptly deliver the Deed to Purchaser upon Purchaser's fulfillment of all of Purchaser's obligations under this Contract.

4. **Title Insurance.** Seller shall, within five (5) business days after the Effective Date of this Contract, furnish to Purchaser a commitment (the "Commitment") for an owner's policy of title insurance from the Title Company which will insure Purchaser against loss or damage to the extent of the Purchase Price by reason of defects in Seller's title to the Property, subject to the exceptions hereinafter set out. The Commitment shall insure Purchaser of good and marketable title in Seller subject only to such exceptions as are approved or deemed approved by Purchaser under this Contract. Purchaser shall pay any excess premium associated with any extended coverage requested by Purchaser for the owner's policy of title insurance over the price of standard coverage. Upon receipt of the Commitment, Purchaser shall have five (5) business days to examine the Commitment and deliver to Seller written objections to any exceptions to coverage; provided that Purchaser shall be deemed to have objected to all mortgages, liens, and other matters securing a monetary debt. Any exceptions not so objected to by Purchaser shall be deemed to be waived by Purchaser. Seller shall, within five (5) business days after the receipt of such notice of objections from Purchaser, notify Purchaser in writing whether or not Seller shall cure any such disapproved exceptions by the Closing (and cause them to be removed from the title insurance policy to be issued to Purchaser at the Closing). Seller's failure to make such election with respect to any such disapproved exception shall be deemed to constitute Seller's election not to cure such exception. On or before the next business day following the end of such five (5) business day period during which Seller was to elect to cure such exceptions, Purchaser shall elect whether to waive its prior objection to any exception (in which event such exception with respect to which Purchaser waived its prior objection shall be an approved exception under this Contract); and if there remain any previously objected to exceptions that Seller did not elect to cure and for which Purchaser does not so elect to waive its prior objection, then this Contract shall become

null and void, and Escrow Agent shall return to Purchaser all monies paid by Purchaser, Escrow Agent shall return to Seller the Deed, and both parties shall be released from further liability under this Contract.

5. Closing. The sale and purchase of the Property provided for in this Contract shall be consummated on the Closing Date at the office of the Title Company.

a. Seller shall deliver or cause to be delivered to Purchaser:

i. At the Closing, good and marketable title to the Property, subject only to the Permitted Exceptions; and

ii. As soon as reasonably possible after the Closing, an owner's title insurance policy, issued by the Title Company, at Seller's expense, insuring good and indefeasible fee simple title in a face amount equal to the Purchase Price, and containing no exceptions other than (i) the lien of current taxes not yet due and payable, and (ii) the approved exceptions pursuant to Section 4 above (collectively, the "Permitted Exceptions"). Purchaser, at Purchaser's sole expense, may cause the Title Company to issue any other endorsements to its Owner's Policy desired by Purchaser, provided that Seller shall incur no expense except for the basic premium for the Owner's Policy and any increased premium to delete the standard printed exceptions.

b. At the Closing, Purchaser shall deliver or cause to be delivered to Seller (through Escrow Agent), cash or wire transfer in an amount as may be necessary to cover the balance of the Purchase Price at Closing.

c. Purchaser shall pay recording costs, Purchaser's attorney fees, any premium for additional endorsements to the title insurance policy, and one-half of any escrow fees. Seller shall pay the cost of the title commitment and the standard title insurance policy, one-half of any escrow fees and Seller's attorney fees.

6. Prorations. Ad valorem taxes shall be prorated between Seller and Purchaser for the year in which the Closing is held based on the actual amounts of such taxes, if known. If the actual amounts are not known as of the Closing Date, the tax proration between Seller and Purchaser shall be based on the actual tax rate for the prior year applied to the most recent valuation of the Property.

7. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct in all material respects on the Effective Date and shall be true and correct in all material respects on the Closing Date, and shall survive the Closing for one year:

a. At Closing, Seller will have and shall convey to Purchaser good and marketable title to all of the Property being sold hereunder, free and clear of any

and all mortgages and liens, pledges, charges, or encumbrances, except for any and all taxes or assessments not yet due and payable and recorded covenants running with the land, easements, restrictions and rights of way of record.

b. Seller trustees are the duly appointed, qualified and acting Trustees, under the Jerry A. Taylor and Laura Deanna Taylor Revocable Living Trust dated February 19, 2009 ("Trust Agreement"), and have full power and authority to execute and deliver this Contract by the Seller, and Seller has the full power and authority to carry out the transactions to be carried out by it hereunder. The consummation of such transactions will neither violate any provision of the Trust Agreement, which agreement is in full force and effect and has not been amended or revoked, nor any mortgage, lien, lease, agreement, instrument, order, judgment, decree of any other restriction of any kind or character to which it is subject.

c. Conveyance of the Property to Purchaser and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

d. There is no lawsuit, arbitration or other legal proceeding (including any action for foreclosure or condemnation) or governmental investigation pending, or to Seller's actual knowledge threatened, against or affecting the Property (or Seller, with respect to the Property), nor is Seller aware of any basis for such lawsuit, arbitration or other legal proceeding or governmental investigation.

e. Seller is not currently under the protection of the United States Bankruptcy Court.

f. There are no existing service, maintenance or similar agreements which will affect Purchaser or the Property after Closing, except as provided herein.

g. At Closing, Seller and Hillcrest Wrecker and Garage, Inc. ("Hillcrest"), a Kansas corporation and the existing tenant of the Property, shall terminate the existing lease between Seller and Hillcrest.

h. Seller has not received, and has no knowledge of, any notice from governmental authority or any utility providing service to the Property requiring any work to be done to, or affecting the use of, the Property.

i. Seller has not has received any notifications, restrictions, or stipulations from the United States of America, the State of Kansas, or any political agency advising Seller of violation of the Property of environmental laws, and Seller has no knowledge that any such violation exists.

j. The Property has direct access to and from one or more publicly dedicated streets, rights-of-way, highways or roads.

k. No work has been performed and not paid for on or about the Property prior to the date of this Contract that could give rise to any mechanics' or materialmen's liens.

l. Seller has not received notice of any violations of any law, municipal or county ordinance or other legal requirement with respect to the Property (or any part thereof) or with respect to the use, occupancy or construction thereof which has not been cured.

m. Except for the Lease, there no leases, licenses or occupancy agreements relating to the Property that will be binding upon Purchaser or the Property on or after the Closing.

8. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants that on the Effective Date and as of the Closing Date:

a. Purchaser has full right and authority to enter into this Contract and to consummate the transactions contemplated herein.

b. The person executing this Contract for Purchaser is authorized to do so.

c. This Contract constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

d. There are no material legal or administrative proceedings pending or, to the best of Purchaser's knowledge, threatened against or affecting Purchaser.

e. Purchaser represents, warrants and acknowledges that it has had the opportunity to inspect the Property to Purchaser's satisfaction and it is buying the Property "as is, where is", in its existing physical condition, without any warranty by Seller as to the physical condition of the Property except as stated in this Contract.

f. At Closing, Purchaser will enter into a lease of the Property with Hillcrest substantially in the form of Exhibit B ("Lease"). Notwithstanding anything contained in this Contract to the contrary, Purchaser is not incurring any additional rights, duties, obligations, or responsibilities under the Lease that are not otherwise provided therein.

9. Default and Remedies.

a. Purchaser's Default.

i. If for any reason whatsoever (other than a permissible termination of this Contract pursuant to the terms hereof), Purchaser fails to complete the acquisition as herein provided, Purchaser shall be in breach of its obligations hereunder and Seller may seek specific performance, or any other remedy available.

ii. Seller agrees that prior to initiating legal action for any breach by Purchaser, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Contract, which notice shall: (a) state with particularity the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach; and (b) contain a statement of Seller's intent if the breach, default, or non-performance is not cured. Purchaser shall have a period of ten (10) days after the service of such notice in which time to cure the alleged default, breach or nonperformance to Seller's reasonable satisfaction, and to thereby prevent termination of this Contract.

b. Seller's Default.

i. If Seller fails, within the time frames specified in this Contract, to close pursuant to the terms of this Contract, Purchaser may seek specific performance, or any other remedy available. In the alternative, Purchaser may elect to terminate this Contract and receive an immediate refund of the Earnest Money Deposit, and Escrow Agent shall return the Deed to Seller.

ii. As a condition precedent to the effective exercise of Purchaser's option to terminate this Contract, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Contract, which notice shall: (a) state with particularity the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach; and (b) contain a statement of Purchaser's intent to terminate this Contract if the breach, default, or non-performance is not cured. Seller shall have a period of ten (10) days after receipt of such notice in which time to cure the alleged default, breach or nonperformance to Purchaser's reasonable satisfaction, and to thereby prevent termination of this Contract.

10. Brokerage Commission. Purchaser and Seller acknowledge that (1) no person has acted as a broker in relation to the transaction contemplated by this Contract; (2) no broker has been involved in the transaction contemplated by this Contract; and (3) no person is entitled to any commission or finder's fee upon the Closing of the transaction under this Contract. Each party shall indemnify and hold

harmless the other from and against all liabilities, costs, damages and expenses (including reasonable attorney fees), arising from any claims for brokerage commissions or other similar fees in connection with the transactions covered by this Contract insofar as such claims shall be based upon arrangements or agreements made by such party or on its behalf. Such indemnity shall survive the Closing or any termination of this Contract and not be merged therein.

11. **Nonwaiver.** Unless otherwise expressly provided herein, no waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Contract shall impair such right or remedy or be construed as a waiver of any such breach therefore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller or Purchaser either hereunder or by law shall be cumulative and not alternative, and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law, unless expressly provided to the contrary herein.

12. **Condemnation.** In the event that all or any material portion of the Property shall be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Purchaser may terminate this Contract without liability. If Purchaser does not elect to terminate this Contract, then Purchaser shall proceed to close the transaction contemplated herein pursuant to the terms hereof, and any proceeds actually received by Seller attributable to such Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof shall be assigned to Purchaser.

13. **Risk of Loss.**

a. In the event that all or any portion of the Property shall be damaged or destroyed by fire or other casualty after the Effective Date and before the Closing Date, (1) Purchaser may terminate this Contract by written notice thereof to the Seller within fourteen (14) days after the occurrence, in which case there shall be a refund of the Earnest Money Deposit to Purchaser, or (2) the parties shall proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver or assign to Purchaser, at Closing, any and all insurance proceeds or rights to proceeds attributable to such casualty loss, together with an amount equal to the deductible(s), if any, applicable to such loss under the insurance policy(ies), and there shall be no reduction in the Purchase Price.

b. In the event the Property is damaged prior to Closing and such damage creates an emergency requiring immediate repair (prior to the exercise of Seller's election, if any, under this Paragraph), in order to prevent further damage to the Property, the contractor and method of repair to be used shall be

mutually agreed upon and selected by both Seller and Purchaser, and both parties agree to cooperate to accomplish such repair in a timely manner.

c. Subject to the foregoing provisions of this Section, risk of loss until Closing shall otherwise be borne by Seller.

14. **Right To Assign To A Qualified Intermediary.** In order to effect a tax-free exchange of their interests in the Property under Section 1031 of the Internal Revenue Code, Purchaser and Seller agree that either party may assign its interest in this Contract to and substitute an intermediary ("Intermediary") in place of itself as the Purchaser or Seller of the Property, as the case may be. Intermediary shall be designated in writing by the party making the substitution. Upon identification of Intermediary, Intermediary shall be substituted for the party making the substitution. Each party agrees to accept performance from Intermediary and to render its performance of all of its obligations to Intermediary. Each party agrees that performance by Intermediary will be treated as performance by the other party and performance to Intermediary will be treated as performance to such party. The party making such substitution shall unconditionally guarantee the full and timely performance by Intermediary of each and every one of the representations, warranties, covenants and obligations of Intermediary. As guarantor, the party making the substitution shall be treated as a primary obligor with respect to these representations, warranties, covenants and obligations and, in the event of a breach, the other party may proceed directly against the party making the substitution on its guarantee without the need to join Intermediary as a party to any action.

15. **Facsimile Signature.** For the purpose of this Contract and any addendum or amendment to this Contract, Seller and Purchaser agree to accept facsimile signatures and initials as originals.

16. **Attorney Fees.** If either party hereto fails to perform any of its obligations under this Contract, or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Contract, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney fees.

17. **Mechanic's Lien.** Seller shall pay all contractors, subcontractors, laborers, materialmen, suppliers, and vendors for any and all work done and/or material furnished to the above-listed property at Seller's request or direction prior to the Closing of this Contract, which may or may not form the basis of a mechanic's lien; provided that Purchaser shall be responsible for any work done and/or materials furnished at their request, or the request of any person affiliated with either of them. Seller shall indemnify and hold Purchaser harmless from any obligation for payment of any amounts by reason of any mechanic's liens, which are filed for labor performed or material furnished prior to the Closing of this Contract at Seller's request or direction.

18. Miscellaneous Provisions.

a. The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Contract and the transactions contemplated herein: (1) there are no oral agreements between the parties hereto; and (2) this Contract, including the defined terms and all exhibits and addenda attached hereto, (a) embodies the final and complete agreement between the parties; (b) supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, course of dealing, representations, statements, assurances and understandings, whether oral or written; and (c) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral agreement of the parties hereto.

b. This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Purchaser may not assign this Contract other than as part of a Section 1031 exchange, without the express prior written consent of Seller.

c. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Purchaser and Seller, Purchaser and Seller each shall perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, any and all further acts, deeds and assurances as Seller or Purchaser, as applicable, to the Title Company, may reasonably require to consummate the transaction contemplated hereunder.

d. This Contract shall be construed under and in accordance with the laws of the State of Kansas.

e. The parties acknowledge that each party has had an opportunity to review this Contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibit hereto.

f. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

g. Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing, and may be given by (1) certified or registered mail and shall be deemed to have been given three days following deposit in the United States mail, postage prepaid, with return receipt requested, or (2) personal delivery or overnight delivery such as FedEx or UPS and shall be

deemed to have been given when delivered to and received by the party or address to whom it is addressed, or (3) by facsimile or email and shall be deemed to have been given upon confirmation of receipt by facsimile or email. Such notice shall be given to the other party's address, facsimile number, or e-mail address set forth in the Defined Terms section of this Contract. Any party hereto may, at any time, by giving written notice to the other party hereto, designate any other address, facsimile number or e-mail address as the address or facsimile number to which notices are to be given.

h. This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

i. The headings used throughout this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this Contract.

j. In no event shall this Contract or any memorandum hereof be recorded in the public records of the place in which the Property is situated, and any such recordation or attempted recordation shall constitute a breach of this Contract by the party responsible for such recordation or attempted recordation.

k. Time is of the essence in the performance of each party's obligations hereunder.

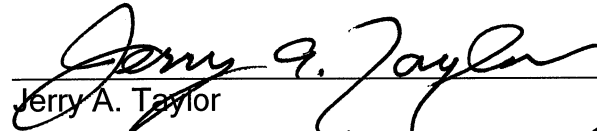
l. No amendment, modification, deletion, release, termination or extension of; alteration, variance or change in; or supplement to the provisions of; this Contract shall be valid and effective or otherwise binding on the parties unless such amendment, etc. shall have been reduced to writing and executed by the parties hereto with the same formality as this Contract.

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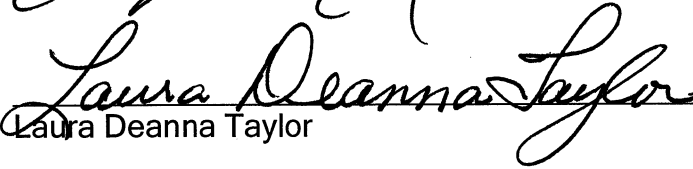
IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

Jerry A. Taylor and Laura Deanna Taylor,
Husband and Wife Trustees under the
Jerry A. Taylor and Laura Deanna Taylor
Revocable Living Trust dated February 19, 2009



Jerry A. Taylor



Laura Deanna Taylor

PURCHASER:

Douglas County, Kansas, by and through
the Board of County Commissioners

By: Jim Flory, Chair

Hillcrest Wrecker and Garage, Inc. hereby consents to the foregoing Contract of Purchase and Sale and agrees to terminate its existing lease of the Property and enter into the Lease, to become effective immediately upon Closing. Notwithstanding anything contained in this Contract to the contrary, Hillcrest is not incurring any additional rights, duties, obligations, or responsibilities under the Lease that are not otherwise provided therein.

Hillcrest Wrecker and Garage, Inc.



By: Jerry A. Taylor, President

ACCEPTANCE

Escrow Agent/Title Company hereby acknowledges receipt of a fully executed copy of the foregoing Contract of Purchase and Sale, and agrees to accept, hold and disburse any funds received thereunder in accordance with the provisions of the Contract of Purchase and Sale.

TITLE COMPANY:

COMMERCE TITLE, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____, 2011

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Franklin Park Addition No. 1, in Douglas County, Kansas, commonly known as 3700 Franklin Park Circle, Lawrence, Kansas.

EXHIBIT B
LEASE AGREEMENT

This Lease Agreement ("Lease") is dated the ____ day of November, 2011, by and between Douglas County, Kansas, by and through the Board of County Commissioners ("Landlord") and Hillcrest Wrecker and Garage, Inc., a Kansas corporation ("Tenant").

1. **Lease of Premises.** Landlord does hereby lease to Tenant that certain real estate in Lawrence, Kansas, more particularly described in Exhibit A, including the building and other improvements located thereon (the "Premises"). During the term hereof, Tenant shall have access to the Premises on a twenty-four (24) hours a day, seven (7) days a week basis.

2. **Term and Commencement.** This lease shall commence simultaneous with the Closing of Landlord's purchase of the Premises from Jerry A. Taylor and Laura Deanna Taylor, Husband and Wife Trustees under the Jerry A. Taylor and Laura Deanna Taylor Revocable Living Trust dated February 19, 2009, which closing is scheduled for November 30, 2011, and shall terminate on December 31, 2016.

3. **Base Rent.** This Lease is made for and in consideration of an annual rental of Thirty-one Thousand Two Hundred Dollars (\$31,200.00), payable monthly at the rate of Two Thousand Six Hundred Dollars (\$2,600.00). This rent shall be payable in addition to other amounts payable hereunder, without deduction or offset, on the first day of each and every month during the term of this Lease. If not sooner paid, such rental shall be delinquent after the tenth day of each month. Rental for any partial months during the term of this Lease shall be prorated in accordance with the number of days in such month. The obligation of Tenant to pay rent is an independent covenant, it being understood that Tenant will pay rent during the term and any extended term without offset or deduction. All rent shall be paid to Douglas County, Attn: Accounts Receivable, 1100 Massachusetts, Lawrence, KS 66044, or such different address as Landlord may require in writing from time to time. In the event Tenant shall fail to pay rent and other charges before they become delinquent, Landlord may charge Tenant as liquidated damages for such delinquency in an amount equal to 5% of the amount of rent and/or other charges that are delinquent.

4. **Utilities.** Tenant shall pay all charges which become payable for gas, electricity, sewer, water and other similar utilities and items used on the Premises by Tenant during the term of this Lease. Should Tenant fail to pay any such charges within ten (10) days after receipt of written notice from Landlord of the necessity for same, Landlord may, at its option, pay any such charges and any such payments made by Landlord shall be repaid by Tenant to Landlord, as additional rent, within ten (10) days of Landlord's written demand.

5. **Maintenance.** Tenant shall keep the Premises clean and in good condition and repair, ordinary wear and tear excepted. Tenant shall provide routine maintenance of the Premises at Tenant's expense, including janitorial services, landscaping and lawn maintenance, the repair and replacement of broken glass, and reasonable maintenance of the HVAC systems (including replacement of filters), but shall not be responsible for the maintenance, repair, and replacement of the roof, outside walls, foundations, or other structural portions. Subject to the waivers of subrogation provided in this Lease, Tenant shall be responsible for all damage to the Premises caused by Tenant, Tenant's agents, employees, and invitees. Tenant shall be responsible for minor maintenance of the parking areas and walkways (snow and ice removal, small patches) but shall have no obligation to seal or repave the parking areas or walkways.

Should Tenant fail or refuse to perform any of Tenant's duties under this paragraph within ten (10) days after receipt of written notice from Landlord of the necessity for same, Landlord may, at Landlord's option, perform such duties, for which purpose Landlord and Landlord's agents and contractors shall have access to the Premises. Tenant shall repay Landlord for the costs and expenses in performing such duties, as additional rent, within ten (10) days of Landlord's written demand.

6. **Assignments.** Tenant shall not assign, sublet, mortgage, or encumber this Lease, in whole or in part, nor sublet or permit the Premises, or any part thereof, to be used by others, without the prior written consent of Landlord in each instance, which written consent, shall not be unreasonably withheld, delayed or conditioned.

7. **Indemnity From Liens.** Tenant agrees to indemnify and hold Landlord harmless from any and all mechanic's or other liens or claims for work, labor or services performed, or for materials furnished, in connection with the Premises at Tenant's request.

8. **Liability Insurance Coverage.** Tenant shall during the entire term of this Lease, at Tenant's own expense, keep in force public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) as a result of one occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate, insuring Tenant against liability that may accrue on account of any occurrences in or about the Premises during the term or in consequence of Tenant's occupancy thereof and resulting in personal injury or death or property damage. Such insurance shall be issued by insurers authorized to do business in the State of Kansas. Within ten (10) business days after receipt from Landlord of a request therefor, Tenant shall furnish Landlord with a certificate evidencing such coverage.

9. **Casualty Insurance.** Coverage will be provided by Landlord, although Landlord will provide no insurance on Tenant's personal property or other items placed upon the Premises by Tenant or others and Tenant shall have the right to obtain coverage for Tenant's interest hereunder.

10. **Personal Property Taxes.** Tenant shall pay all taxes, public rates, dues and special assessments of every kind which shall become due and payable or which are assessed against or levied upon any personal property or other items placed upon the Premises by Tenant.

11. **Real Estate Taxes.** Tenant shall pay all ad valorem and other real property taxes, assessments, fees, dues and special assessments for the Premises. Notwithstanding the foregoing, if any portion of a tax period consists only partially of periods of time during the term of this Lease, any taxes or other obligations payable by Tenant under this paragraph shall be prorated on a daily basis in proportion to that fraction of the applicable tax period that coincides with the term of this Lease. Landlord agrees to promptly forward to Tenant any and all notices of, or bills in connection with, any such tax or assessment. At Landlord's option, Tenant shall pay such tax or assessment directly to the taxing authority before payment becomes delinquent or Tenant shall reimburse Landlord, as additional rent, for Landlord's payment of such taxes within ten (10) days after receipt of written notice from Landlord of the necessity for same. Tenant may contest any such tax or assessment, in any manner permitted by law, in Tenant's name, and whenever necessary, in Landlord's name, provided that Tenant shall indemnify and hold Landlord harmless for and from any and all expenses, costs and liabilities in connection

with any such contest. Any tax refund with respect to taxes or assessments paid by Tenant shall be the property of Tenant. Should Tenant fail or refuse to pay such taxes or assessments that Tenant is obligated to pay under this paragraph after the same becomes delinquent and continue to fail or refuse to pay within ten (10) days after receipt of written notice from Landlord of the necessity for same, Landlord may, at Landlord's option, pay such taxes or assessments and Tenant shall repay Landlord, as additional rent, within ten (10) days of Landlord's written demand.

12. **Default.** It is agreed that Tenant shall be in default if: (a) Tenant shall fail to pay the rent or other charges due hereunder within ten (10) days after the same shall be due, and such failure shall not have been cured within another fifteen (15) days thereafter; (b) Tenant shall file bankruptcy or otherwise become insolvent; or (c) Tenant shall violate or fail or neglect to keep and perform any of the material covenants, conditions and agreements to be kept or performed on the part of Tenant and such failure shall not have been cured within thirty (30) days after Tenant receives written notice to do so. In the event a default occurs as set forth above, Landlord may terminate this Lease, take possession of the Premises and recover any damages allowable by law. Notwithstanding any of the foregoing, in no event shall Landlord be entitled to accelerate the rent due during the remainder of the term if Tenant defaults hereunder.

13. **Casualty.** If the Premises are damaged by fire, the elements, or other casualty ("Damage"), the following shall apply:

A. **Not Untenantable.** If the Damage does not render the Premises untenantable, in whole or in part, for the reasonable operation of Tenant's business, Landlord shall promptly cause such Damage to be repaired at Landlord's expense, and the rent shall not be abated.

B. **Partially Untenantable.** If the Damage shall cause the Premises to become partially untenantable for the reasonable operation of Tenant's business but does not substantially destroy the Premises, Landlord shall promptly repair the Damage at Landlord's expense, and following the date of Damage until such repairs are completed, rent shall be abated proportionately, except that rent shall not be abated if the Damage is caused, in whole or in part, by the negligence or breach of this Lease by Tenant.

C. **Wholly Untenantable.** If the Damage shall cause the Premises to become wholly untenantable for the reasonable operation of Tenant's business or shall substantially destroy the Premises, Landlord shall promptly repair the Damage at Landlord's expense, and the rent will be abated in its entirety from the date of Damage until Landlord's repairs are completed, except that rent shall not abate if the Damage is caused, either in whole or in part, due to the negligence or breach of this Lease by Tenant. In the alternative, either Landlord or Tenant may terminate this Lease by written notice to the other party within thirty (30) days after the occurrence of the Damage, and Tenant's obligation to pay rent shall terminate as of the date of the Damage.

D. **Disclaimer; Tenant's Personal Property.** Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from Damage or the repair thereof. Tenant understands that Landlord will not

carry insurance of any kind on Tenant's personal property, and that Landlord shall not be obligated to repair or replace the same.

14. **Laws, Rules and Regulations.** Tenant shall fully comply with and obey all laws, rules and regulations of regularly constituted authorities which govern the use of the Premises.

15. **Inspections.** Tenant shall permit Landlord and the agents of Landlord to enter upon the Premises at all reasonable times after reasonable advance notice to Tenant to examine the condition thereof. Landlord hereby agrees to exercise such right of entry in a manner that results in the least amount of interference with Tenant's use of the Premises.

16. **Termination.** Tenant shall have the right to terminate this Lease at any time upon forty-five (45) days notice to Landlord. Although not contractually required to provide more than forty-five (45) days notice of the exercise of Tenant's foregoing right to terminate this Lease early, Tenant will work in good faith with Landlord and endeavor to provide Landlord with longer advance notice if convenient to do so. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the Landlord in as good condition as when Tenant takes possession, reasonable wear and tear, loss by fire or other casualty excepted.

17. **Attorneys' Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon shall be entitled to its reasonable attorneys' fees to be paid by the losing party.

18. **Holding Over.** Should Tenant, with or without the express or implied consent of Landlord, continue to hold and occupy the Premises after the expiration of the term of this Lease, such holding over beyond the term, and the acceptance or collection of rent by Landlord, shall operate and be construed as creating a tenancy from month-to-month and not for any other term whatsoever, but the same may be terminated by Landlord or Tenant by giving the other party thirty (30) days written notice thereof, and at any time thereafter Landlord may re-enter and take possession of the Premises, any rule in law or equity to the contrary notwithstanding. In the event of the creation of a month-to-month tenancy pursuant to this paragraph, the monthly rent due to Landlord from Tenant shall be an amount equal to one hundred five percent (105%) of the most recent monthly rent being paid by Tenant on the expiration of the term of this Lease.

19. **Waivers.** No waiver of any default or breach of any covenant, agreement or condition of this Lease shall be construed to be a waiver of the rights as to any future default or breach by Tenant or Landlord.

20. **Remedies to be Cumulative.** The remedies available to the parties under the terms of this Lease and in law or equity shall be cumulative, and the exercise of any remedy shall not constitute an election of remedies.

21. **Notice.** Any notice required to be given hereunder shall be in writing and shall be served by (1) hand-delivery, (2) United States mail, postage prepaid, with return receipt requested, with delivery being deemed given three days after deposit in the mail, (3) by email, with delivery being deemed given upon confirmation of receipt, or (4) by a reputable overnight express courier, with delivery being deemed given the next business day. All such notices shall be sent as follows:

If to Landlord:

Craig Weinaug, County Administrator
Douglas County, Kansas
1100 Massachusetts Street
Lawrence, Kansas 66044
E-mail: cweinaug@douglas-county.com

If to Tenant:

Jerry and Laura Taylor
Hillcrest Wrecker and Garage, Inc.
3700 Franklin Park Circle
Lawrence, Kansas 66046
E-mail: hillcrestwrecker@aol.com

with a copy to:

Todd N. Thompson
Thompson Ramsdell & Qualseth, P.A.
333 West 9th St.
P.O. Box 1264
Lawrence, KS 66044
Facsimile No.: (785) 841-4499
E-mail: todd.thompson@trqlaw.com

Either party may hereafter and from time to time designate in writing a different address for the mailing of notices.

22. **Captions.** The paragraph captions in this Lease are for convenience only and shall have no effect upon the terms and provisions of this Lease.

23. **No Joint Venture.** Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between Landlord and Tenant, except that of landlord and tenant.

24. **Quiet Enjoyment.** Landlord represents that it has good right and authority to lease the Premises and that Tenant shall quietly enjoy the Premises so long as it complies with the terms and conditions of this Lease.

25. **Severable Provisions.** The provisions of this Lease shall be severable, and if any provisions shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

26. **Entire Agreement.** This Lease and any other agreements executed and delivered contemporaneously herewith contain the entire agreement of the parties and supersede any and all prior agreements between the parties, written or oral, with respect to the subject matter contemplated hereby. This Lease may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

27. **Counterparts.** This Lease may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. The parties may forward an executed counterpart signature to the other party by telecopy, overnight express courier or other means, and the party or parties receiving such executed counterpart signature shall be authorized to attach it hereto as the legal and valid signature of such executing party. The party receiving such executed counterpart signature, together with their attorneys and counsel, shall be able to rely on the validity of such executed counterpart signature as fully as if the original of such signature was affixed hereon.

28. **Binding Effect.** This Lease shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

29. **No Rule of Constructions.** The parties acknowledge that this Lease was initially prepared by counsel for Tenant solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in this Lease. The parties acknowledge that because all parties and their counsel participated in negotiating and drafting this Lease, no rule of construction shall apply to this Lease which construes ambiguous or unclear language in favor of, or against, any party.

30. **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors, to the extent that such losses are covered by valid and collectible insurance on the property at the time of the loss.

31. **Condemnation.** In the event the Premises or any material portion thereof (which substantially limits Tenant's ability to operate from the Premises) is condemned, this Lease shall automatically terminate as of the date of such condemnation, and the rent shall abate for the unexpired portion of the Lease, effective as of the date of such taking. Tenant shall have a claim to a condemnation award, for any and all loss resulting from the condemnation, including lost income, moving and relocation expenses.

32. **Tenant Improvements.** Tenant has no authority to bind Landlord for any obligation in connection with Tenant Improvements, or to create any lien against the Premises. All alterations, additions, improvements, fixtures and modifications which shall be made by either Landlord or Tenant of, in, or to the Premises shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease. Any personal property of Tenant not removed from the Premises within ten (10) days following the expiration of this Lease or its sooner termination shall become the property of Landlord.

33. **Self-Help.** If Tenant or Landlord shall default in the performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within thirty (30) days after notice in writing from the other party specifying the default (or shall not within the thirty (30) day period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) the non-defaulting party may (in addition to any other remedy available to the non-defaulting party at law or in equity) at any time thereafter cure such default, and the defaulting party shall reimburse the non-defaulting party for any reasonable amount paid and any expense or contractual liability so incurred, and any amounts due from Tenant shall be deemed additional rent due and payable with the next installment of monthly rent, and any amount due from Landlord may be deducted by Tenant from any rent due hereunder.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

LANDLORD:

Douglas County, Kansas,
by and through the Board of County Commissioners

DRAFT

By: Jim Flory, Chair

DRAFT

Attest by: Jameson D. Shew, County Clerk

TENANT:

Hillcrest Wrecker and Garage, Inc.

DRAFT

By: Jerry A. Taylor, President

EXHIBIT A

Legal Description

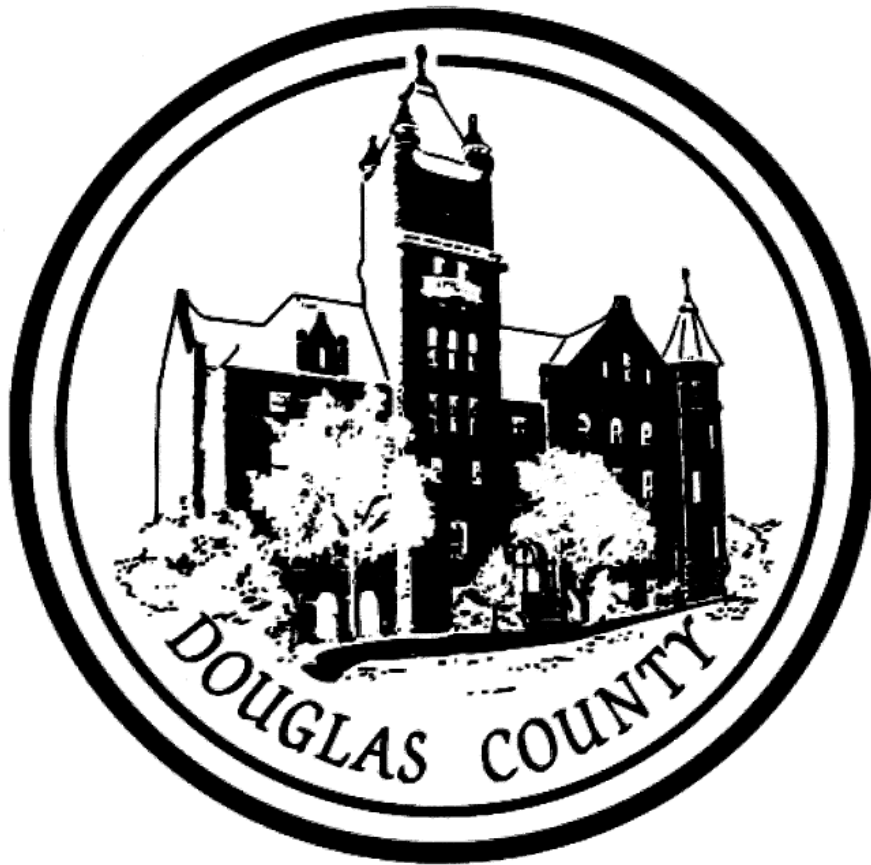
Lot 1, Franklin Park Addition No. 1, in Douglas County, Kansas, commonly known as 3700 Franklin Park Circle, Lawrence, Kansas.

GUIDELINES

Sustainability and Energy-Savings Reinvestment Fund

Douglas County, Kansas

November 2, 2011



Sustainability and Energy-Savings Reinvestment Fund

A self-sustaining source of funds for investing in Douglas County's sustainability goals

How does it work?

The Sustainability and Energy-Savings Reinvestment Fund finances projects that help Douglas County departments meet the Sustainability Goals created by staff and adopted by the County Commission in April, 2011. These Goals reflect the County's commitment to sustainability – in our facilities, operations, policy, and with our employees and the residents we serve. Priority for funding allocation will be given to projects that:

- Result in reduced energy costs and operations expenses.
- Promote the implementation of innovative sustainability solutions.
- Demonstrate our County's commitment to environmental stewardship and/or energy conservation.

The Fund will be seeded initially in 2011, and will replenish itself by re-investing funds saved through energy efficiency measures into new sustainability and energy-saving projects. This fund provides a predictable and ongoing reserve of money for sustainability and energy improvement projects, eliminating the up-front budget impact to departments.

Guidelines for Use of the Fund:

The Sustainability Energy Savings Reinvestment Fund pays for projects in County-owned facilities. The Fund can be used:

1. **To offset the incremental cost associated with upgrading to an energy efficient piece of equipment.** Example: Building 21 on the Fairgrounds needs upgraded lighting, therefore the Fund would pay for the incremental cost of the more expensive ballasts needed to upgrade those systems.
2. **To provide funding for County-wide or "showcase" projects.** This option would be used when the equipment doesn't replace an existing system, or when the project is deemed to be a significant example of the County leadership in energy stewardship. Example: Solar panels on the JLE building, or electric vehicles for Public Works.

Administration:

The Plan will be administered by the County Administrator, or a staff member appointed by the County Administrator.

Guidelines for Application Process:

County departments will submit funding applications to the County Administrator and County Sustainability Coordinator for review. If departments require assistance calculating the energy savings associated with a project, they are encouraged to consult the Sustainability Coordinator.

Departments can apply for funding to cover:

- Non-personnel costs:** covers “hard” costs such as the equipment and materials necessary to implement projects. This strategy does not cover overhead expenses.
- Incremental costs:** covers the cost difference between the purchase of an energy-efficient item over a similar purchase that lacks the energy efficiency benefits (e.g., EnergyStar equipment, hybrid vehicles, etc.)

Applications will be evaluated based upon:

1. Energy-saving potential of the proposed project.
2. Improvement of the facility environment.
3. Educational or demonstration value of the project.

Applications are accepted on a rolling basis.

Fund Repayment:

Reports of the Fund status and recommended Fund replenishment/repayment amounts will be provided by the Sustainability Coordinator to the County Commission on an annual basis. The replenishment amounts will be calculated based upon the energy savings achieved through projects funded by the Sustainability and Energy-Savings Reinvestment Fund.



Sustainability and Energy-Savings Reinvestment Fund

Douglas County, Kansas

Application Information

Application Submission Date:

Applicant Department:

Contact Name:

Project Name/Location:

Project Description

Project Scope:

Project Goals (discuss briefly how the project will: achieve energy savings for the department/county, improve the facility, and/or be of sustainability education value):

Project Timeline:

Total Project Cost:

Anticipated Annual Savings:

Amount Requested from Sustainability Fund:

Memorandum

Douglas County
Administration

To: Craig Weinaug, County Administrator
From: Eileen Horn, Sustainability Coordinator
Date: October 28, 2011

RE: Future Agenda Item: Discussion of use of county-owned property for urban agriculture and community gardens (Common Ground Program)

County staff and the Douglas County Food Policy Council have collaborated to create a program to license city and county-owned properties to local market farmers and gardeners. The Common Ground Program is intended to assist initiatives for the development of urban agriculture and community gardens in the City of Lawrence and Douglas County, increasing local food production, and providing community benefits.

The City and County will seek applications from qualified individuals, businesses, and/or nonprofit organizations to apply for a license to use currently vacant or underutilized municipally-owned properties with the goal of producing fresh healthy food for personal consumption and/or sale. The Common Ground Program's goal is to license these properties for the cultivation, personal consumption and/or sale of plants, herbs, fruits, flowers, or vegetables, either as for-profit or not-for-profit enterprises.

Key Program Elements:

Sites: The licensed properties are scattered throughout Lawrence and Douglas County ([see map](#)). Plot sizes range from 1/3 of an acre to 20 acres. All are currently vacant properties maintained by Public Works and Parks & Recreation.

License Terms: Land would be offered as a license for use, at a rate to be determined. Most sites will be licensed for a rolling 3 year term. The City and County will retain the right to reclaim use at any time.

Timeline: Application process (Dec-Jan), and notifications (Jan-Feb).

Process: The City and County will release a Request for Applications (RFA). Applications will be evaluated by the Douglas County Food Policy Council, and recommendations submitted to the City and County Commissions for approval.

Oversight: The City/County Sustainability Coordinator in conjunction with the Douglas County Food Policy Council will facilitate program success by evaluating applications, and providing support to neighborhood associations, growers, and City/County departments.

Recommended Action: Provide staff direction on further program development, timeline, process.

Request for Applications: Common Ground Program

An urban agriculture and community gardening program of the City of Lawrence and Douglas County

The City of Lawrence and Douglas County are seeking applications for an Urban Agriculture/Community Garden land use program (Common Ground). This Request for Applications (RFA) is intended to assist initiatives for the development of urban agriculture and community gardens in the City of Lawrence and Douglas County, increasing local food production, and providing community benefits. The City and County seek applications from qualified individuals, businesses, and/or nonprofit organizations to apply for a license to use currently vacant or underutilized municipally-owned properties with the goal of producing fresh healthy food for personal consumption and/or sale.

The Common Ground Program's goal is to license these properties for the cultivation and sale of plants, herbs, fruits, flowers, or vegetables, either as for-profit or not-for-profit enterprises. Local community members are strongly encouraged to submit applications and/or develop partnerships with local community organizations.

Section 1: Program Goals and Background

In 2009, the Douglas County Commission created the Food Policy Council (FPC) to advise the County Commission on policies to identify the benefits, challenges and opportunities for a successful, sustainable local food system in Douglas County. The FPC represents a wide variety of stakeholders, and serves as a forum for discussion and promotion of community-wide efforts to improve the community's access to local food supply and distribution networks. www.douglas-county.com/sites/fpc

One key initiative identified by the Food Policy Council is the potential for land owned by the City of Lawrence and Douglas County governments to be licensed to local market growers for vegetable and fruit production. This land, currently underutilized by both entities, could serve to:

- Support the local food economy by providing land for farmer-entrepreneurs looking to start or scale-up their food production business.
- Provide local jobs, as young farmers who cannot afford to buy land could lease municipally-owned properties and begin to grow their operations.
- Support our community's healthy food initiatives by providing a source of local, nutritious food.
- Help address food access issues, as licenses will include a community benefit component such as a % donation to Just Food or other organizations that serve low-income families' food needs.
- Provide a potential agritourism site.
- Generate revenue on currently-idle land, and avoid the current maintenance of that land with City/County resources.

In the fall of 2011, City and County staff collaborated to identify potential sites that could be leased to local market growers and community gardeners for food production. City and County staff also researched nationwide models of urban agriculture land lease programs, and our own agricultural land lease policies to inform the Common Ground Program's structure.

Section 2: Available Sites

The license of the following parcels is intended to promote the Common Ground urban agriculture/community garden program and its objectives. All sites must be maintained and managed for agricultural use during the term of license. *The City of Lawrence will license applicable sites for a period of 3 years; subject to the approval of the City of Lawrence and Douglas County, there will be an option to extend the lease on a rolling basis.*

The following sites are currently owned by the City of Lawrence and Douglas County, and are available for program use. They will be collectively referred to as the “licensed property.” Preference will be given to applicants intending to utilize sites for their preferred use (i.e. community gardens or market farms).

Sites preferred for use as community gardens:

1. * Burcham Park (0.79 acres) 2nd and Indiana St.
2. *John Taylor Park (0.41 acres) 200 N. 7th St.
3. Future park site at Peterson and Iowa (1.17 acres) near intersection of N. Iowa and Kingston Dr.
4. Adjacent to Burroughs Creek Trail (0.34 acres) east of Garfield and Delaware, along trail.
5. *Vacant lot at 12th and Brook St. (0.33 acres)
6. Vacant properties- 1304 and 1315 Pennsylvania (0.1 acres each)
**denotes active water meter available*

Properties available for market farms or community gardens:

7. Vacant Lot – 8th and Oak (0.9 acres)
8. Riverfront Park I (6.81 acres)
9. Riverfront Park II (6.78 acres)
10. Riverfront Park III (26.13 acres)
11. Riverfront Park IV (6.76 acres) near mountain bike trails.
12. *2518 Ridge Court (1.63 acres) adjacent to United Way building.
13. Future DG County Public Works site (4.40 acres) adjacent to County Jail.
14. North of Lonestar Lake Dam (14.71 acres)

Section 3: Application Requirements

Applications for the development of the licensed properties must provide the following six components:

1. **A completed application form cover page (see Appendix A). (1 page)**
2. **A narrative description** describing the proposed agricultural use for the site. (1 page)
This should generally outline your food production plans, and include a timetable of the farming start-up, season, and off-season operations and maintenance for the first year of operation. Please describe the growing practices you intend to use. The narrative should include any adherence to organic practices, Integrated Pest Management techniques, and any intent to apply agricultural chemicals or pesticides.
3. **Design drawings for preferred property choice #1** illustrating the planned changes to the existing site & proposed agricultural use. Any site modifications (i.e. raised bed planting areas, composting activities, pathways, edging, contours, fencing, etc.) must be graphically illustrated and noted on a simple site design drawing. (1 page)
4. **Business Plan: (1-2 pages, **not necessary for community garden applicants**)**
A simple business plan must be included with the application. This should describe:
 - a. The objective of the business/nonprofit farming endeavor.
 - b. A simple market assessment, identifying the market being targeted, the unmet need the farm will fill in the community, and an assessment of demand for the product or service being provided by the farm.
 - c. Description of the farm management team members (principal operator and any employees), years of agricultural experience, and how they are qualified to manage this project.
 - d. The marketing strategy for the produce. (i.e. how will it be sold/distributed?)
5. **Community Benefit Plan: (1 page)**
Applicants are required to provide a brief description of the community benefits they intend to provide through their farming operations and activities. The following community benefits have been developed from input received at community meetings. Applicants are not limited to the following list, however a few sample benefits are:
 - Provide mentorship/apprenticeship opportunities (i.e. through Growing Growers).
 - Participate in the Lawrence Food Garden Tour or Kaw Valley Farm Tour.
 - Sell produce to Lawrence residents directly at the Farmers' Market or in area grocery stores or restaurants.
 - Donate a % of produce to Just Food, local food pantries, or area schools.

6. **Applicants must indicate that they accept the following policies and procedures** for utilizing municipally-owned properties as part of the Common Ground Program:

Indicate your acknowledgement by providing your initials next to each category.

_____ **Drainage:** Water drainage (from rainfall or irrigation) must remain on site. Changes in topography created by the removal or addition of soil must maintain all water on site.

Applicants should address this in their narrative description and design drawings - showing proposed water collection systems and changes in topography on site plan.

_____ **Water Service:** The City of Lawrence provides water service to all City residents. A water meter is currently (or can be) installed on the property. The selected grower for a licensed property will be expected to set up an account with the City of Lawrence and pay for water usage. Applicants should address water service needs and show how the water service interacts with other site elements in their application.

_____ **Season-Extending Structures:** Applicants must provide a graphic illustration of the appearance, dimensions, location and building materials associated with any structures proposed for agricultural operations. This includes cold frames, hoophouses, or greenhouses. The design and location of these structures is subject to review and approval by City of Lawrence Staff.

_____ **Vehicular Access:** Throughout the entire term of the lease (including development phases), the potential impacts on the surrounding neighborhood must be considered. The project must be designed with satisfactory consideration to traffic flow, parking, and pedestrian safety. The site plan should show the proposed access points and proposed parking for farm vehicles.

_____ **Use of Mechanical Equipment:** Applicants must describe the type of mechanical equipment, intended use, and frequency and duration of use. No mechanical equipment may be operated outside of the hours of 8 AM-8PM daily. Activities must comply with all existing City noise ordinances.

_____ **Noise and Odor:** Applicants must describe any noise and/or odor generating activities – including machinery, compost storage, structures, etc. In your narrative, please describe a plan to mitigate impacts on adjacent properties.

_____ **Maintenance:** The licensed property must be maintained in an aesthetically appealing and safe manner – free of graffiti and debris along the sidewalks and right-of-way. In addition, the site must be maintained in accordance with City mowing and sidewalk snow removal ordinances.

To view all relevant City codes, and ordinances please visit: www.lawrenceks.org

Section 4: Selection Procedure:

The City and County will review and evaluate applications promptly after the submission deadline. Evaluation of applications and selection will be based solely on the criteria listed in this RFA. The City and County reserve the right to waive portions of the RFA for all applicants, to excuse minor informalities in an application, or to reject all applicants, if deemed in the best interest of the City and County.

The City and County will identify and disqualify any applications that do not meet the minimum qualifications. To participate in this RFA for the Common Ground Program, organizations and individuals must meet the following minimum standards:

- ✓ **Completeness of submission** – All six sections of the application must be completed and submitted by submission deadline.
- ✓ **Compliance with RFA goals** – Proposed work must meet the objective of this program, which is to create urban agriculture enterprises and community gardens in our community that increase our access to healthy, fresh, local food.

Once the City and County have identified the applicants that satisfy the submission requirements, the Douglas County Food Policy Council will analyze and evaluate each according to the terms laid out in the application process. The application with the highest composite rating which satisfies all the terms of the RFA shall be selected. The City and County reserve the right to work with the highest ranked applicant to refine the application based upon community input. The Food Policy Council will recommend the selected applicant to the City and County Commissions for final approval.

Appendix A: Common Ground Program Application Cover Page

An urban agriculture and community gardening program of the City of Lawrence and Douglas County

Name of Applicant:	
Date Submitted:	
Address:	
Email:	
Phone:	
Name of principal business or nonprofit organization:	

Please indicate the properties you are applying for, in order of preference:

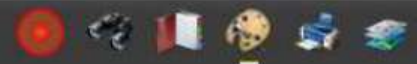
First Choice: _____

Second Choice: _____

Third Choice: _____

For Application Reviewers:

- Application cover page
- Narrative description
- Design drawings
- Business plan (*not required for community garden applications*)
- Community benefit plan
- Acceptance of policies and procedures



Properties for License:

Parks & Rec.

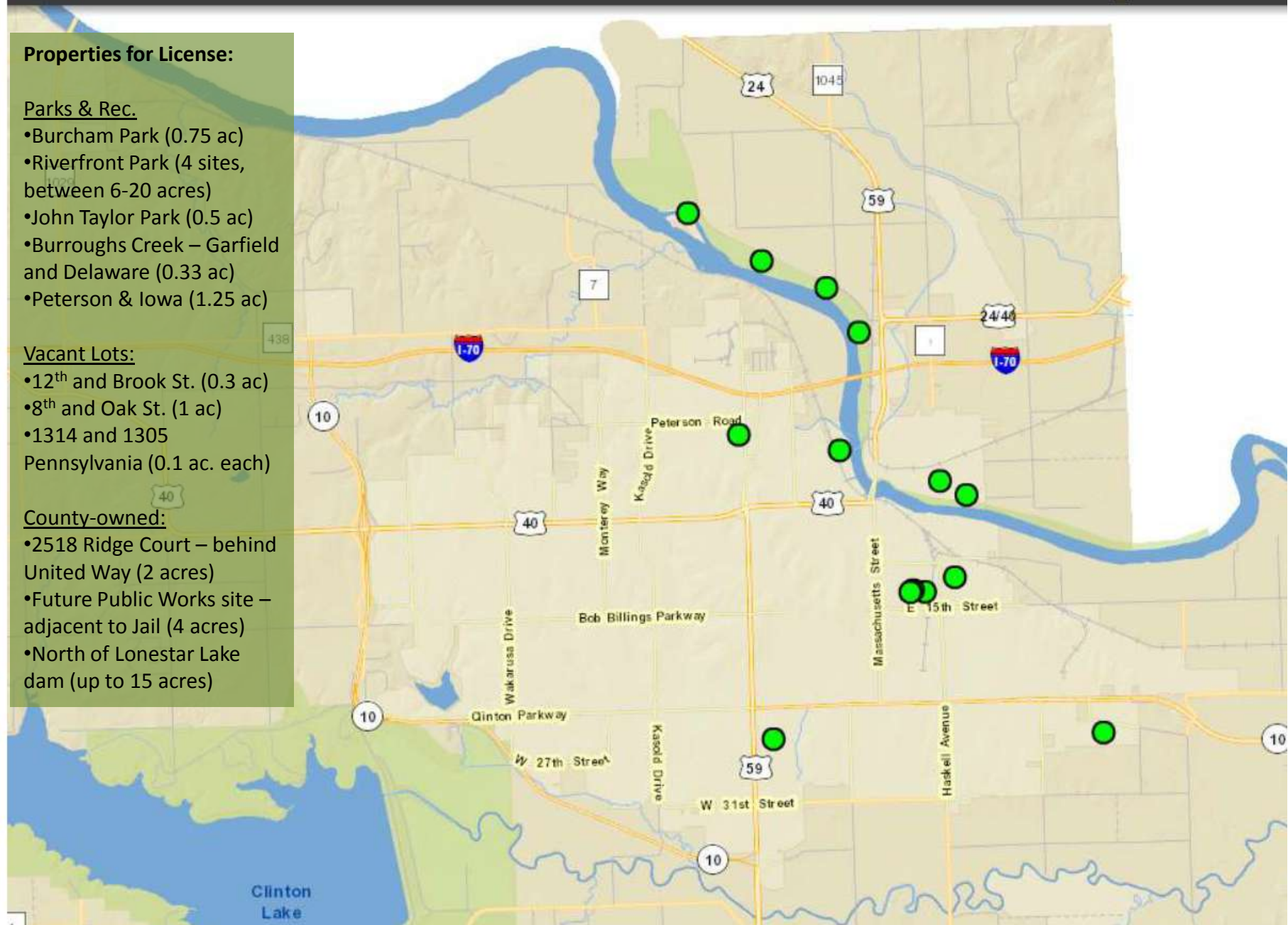
- Burcham Park (0.75 ac)
- Riverfront Park (4 sites, between 6-20 acres)
- John Taylor Park (0.5 ac)
- Burroughs Creek – Garfield and Delaware (0.33 ac)
- Peterson & Iowa (1.25 ac)

Vacant Lots:

- 12th and Brook St. (0.3 ac)
- 8th and Oak St. (1 ac)
- 1314 and 1305 Pennsylvania (0.1 ac. each)

County-owned:

- 2518 Ridge Court – behind United Way (2 acres)
- Future Public Works site – adjacent to Jail (4 acres)
- North of Lonestar Lake dam (up to 15 acres)



L I C E N S E
FOR USE OF CITY PROPERTY FOR AGRICULTURE USE

THIS LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2011 ("Effective Date") by and between the City of Lawrence, a municipal corporation ("City"), and _____, dba as _____, ("Licensee").

RECITALS:

- A. [discuss the project here, name of project]
- B. Licensee has requested the City to issue it a license for the purpose of maintaining a garden on City-owned land.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the non-exclusive use of the City property described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that property highlighted on the map attached as Exhibit A, and further known as Douglas County Parcel Number(s) _____ (the "Licensed Property").

2. Purposes. Licensee may use the Licensed Property for the purposes herein and for no other purpose or use without the express written consent of the City. The purpose and use of the Licensed Property shall be for agricultural use and participation in the urban agriculture program pursuant to the Rule and Regulations of the program as set forth in Exhibit B attached hereto.

3. Term of License. This License shall begin on the date first set forth above and shall expire on December 31, 2015, unless earlier revoked by the City at its sole discretion. The term shall automatically renew for an additional period of one year at the end of each calendar year thereafter for a one year term unless either party gives written notice of termination of the license agreement to the other party at least 30 days prior to the end of the term.

4. Operation Requirements. Licensee agrees to the following:

- a. Licensee shall adhere to the Maintenance Requirements & the Rules and Procedures Manual of the program which are attached as Exhibit B and to all the requirements of the Request for Proposals.
- b. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the conclusion of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee.
- c. Any equipment used on the licensed property shall produce noise levels no greater

than the limits permitted by the City's noise ordinance.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in Section 2, and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the Director of the Legal Department with a copy of its Certificate of Insurance at the time of execution of this License. All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Kansas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without thirty (30) days prior written notice to the City Manager, 6 E. 6th Street, Lawrence, KS 66044.

7.1 Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.2 Upon the occurrence of any of items (a) through (b) of Article 7.1, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. Exercise any and all additional rights and remedies that the City may have at law or in equity.

7.3 No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.4 Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of government authority, floods, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures

as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Other Charges Utilities. Licensee agrees to pay for any and all utility charges that may apply to the licensed property including, but not limited to water utilities, waste water and stormwater charges, sanitation, electric and gas and to place any such utilities accounts in its name.

12. Surrender of Premises and Title to Improvements. Licensee shall yield and deliver peaceably to the City possession of the Licensed Property on the date of cessation of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition. Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted. If requested by the City, Licensee shall remove all improvements and restore the Licensed Property to its original condition. Otherwise, title to all improvements constructed or installed by Licensee on the Licensed Property shall vest in the City upon completion of the Project or upon termination of this License prior to completion of the Project. Any crops not removed from the Licensed Property shall become the property of the City.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect.

13. City's Right of Entry. The City of Lawrence, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

14. Licensing Fee. Licensee shall pay a one-time licensing fee of One Dollar (\$1.00).

15. Right to Assign or Sublet. This license may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Amendments. Amendments and alterations to this license shall be in writing and to the below addresses via first class U.S. Mail.

To the City of Lawrence
City Manager
P.O. Box 708
Lawrence, KS 66044
(785) 834-3400

To the Licensee

Name: _____

Address:

Cell Phone: _____

Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF LAWRENCE

By: _____
David L. Corliss, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that s/he has authority to sign on behalf of the Licensee.

dba

Signature:

Title: _____

Print
Name: _____

Date:

Exhibit A [map]

Exhibit B

Maintenance Requirements & Rules and Regulations for Agricultural Use

To improve the premises, conserve its resources, and maintain it in a high state of cultivation, the two parties agree to follow the Rules and Procedures Manual of the Urban Agriculture program is incorporated by reference as if fully set forth herein, and the following:

- A. The LICENSEE will maintain the premises during the tenancy in as good condition as at the beginning, normal wear and depreciation, and damage from causes beyond the LICENSEE'S control excepted.
- B. The LICENSEE will not, without oral consent of the OWNER, 1) plow permanent pasture or meadow land; 2) cut live trees for sale or for personal uses, but may take for fuel or use on the premises only dead or unmarketable timber designated by the OWNER.
- C. The LICENSEE will spread straw or other crop residues on the premises, as appropriate.
- D. The LICENSEE will use diligence to prevent noxious weeds from going to seed on the premises and will abide by the City of Lawrence weed code.
- E. The LICENSEE will not, without written consent of OWNER, 1) erect or permit to be erected on the premises any non-removable structure or building; 2) incur any expense to the OWNER for such purposes; or 3) add electrical wiring, plumbing or heating to any buildings. If consent is given to undertake any of the items identified in this paragraph, LICENSEE will make such additions in compliance with all applicable laws. All alterations, additions, or improvements to the premises made by the Licensee shall become the property of the OWNER upon termination of the lease. The OWNER shall have the right to require the LICENSEE to remove all alterations, additions, or improvements at LICENSEE'S cost, upon termination of lease.
- F. The LICENSEE will control soil erosion as completely as practicable and in the event of soil blowing, the LICENSEE shall take care to remediate blowing soil promptly at the LICENSEE'S expense. No stubble or crop residue is to be burned from the ground on the licensed property.
- G. The LICENSEE will keep in good repair, terraces, open ditches, inlets and outlets of tile drains, preserve all established water courses or ditches including grass waterways when seeded by the OWNER, and refrain from any operations or practices that will incur them.
- H. The LICENSEE will make all reasonable attempts to control odor on the premises, including best practices for composting and reuse of garden materials and upon receipt of complaint by the OWNER, will mitigate odors on the property.
- I. Before any new conservation practices and measures are carried out, the parties will agree between themselves as to the nature and cost of such improvements.
- J. The LICENSEE shall not consume or allow to be consumed alcohol or any other banned or illegal substance or drug on the property.
- K. The LICENSEE shall post contact information regarding the program and for the LICENSEE on the property.
- L. The LICENSEE shall be responsible for any and all snow removal on City sidewalks adjacent to the property.
- M. The LICENSEE shall comply with the noise code provisions of the City of Lawrence found at §14-413 to §14-416 of the Code of the City of Lawrence and any amendments thereto.

- N. The Licensed Property and the LICENSEE shall comply and make applicable to the Licensed Property the provisions of §14-417 of the Code of the City of Lawrence pertaining to Illegal Camping. Camping shall not be permitted on the Licensed Property.
- O. The LICENSEE shall be responsible for any gardening or farming tools or implements on the Licensed Property and shall secure and store any personal property left on the Licensed Property.