

## LICENSE AGREEMENT

This License Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY AND BETWEEN

Sedgwick County, Kansas  
525 N. Main St.  
Wichita, KS 67202

“LICENSOR”

AND

Sparrow Holdings LLC  
11401 E 77<sup>th</sup> St North  
Wichita, KS 67226-8410

“LICENSEE”

WITNESSETH:

That Licensor, in consideration of the covenants to be observed as herein set forth, and each and every one of them, does hereby permit Licensee, for the term and under the conditions herein set forth, to use the premises described as follows, to-wit:

A tract of land in the Southeast Quarter of Section 3, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing at the Southeast Corner of said Southeast Quarter; thence S90°00'00"W (assumed bearing) along the South line of said Southeast Quarter, a distance of 1915.38 feet to the point of beginning; thence continuing S90°00'00"W, a distance of 75.94 feet; thence N0°07'56"E along the East line of "PAYNE TOWNSHIP SERVICE CENTER ADDITION", an Addition to Sedgwick County, Kansas, a distance of 660.00 feet to the Northeast corner of Lot 1, Block A of said Addition; thence S90°00'00"W along the North line of said Lot 1, Block A, a distance of 660.00 feet to the Northwest corner of said Lot 1, Block A also being a point on the West line of the Southeast Quarter of said Section 3; thence N0°07'56"E along the West line of said Southeast Quarter, a distance of 1116.00 feet; thence N90°00'00"E parallel with the South line of said Southeast Quarter, a distance of 735.65 feet; thence S0°07'21"W, a distance of 1776.00 feet to the point of beginning. Said tract contains 20.00 acres, more or less, subject to road right-of-way easement on the South.

1. **TERM.** This license shall be for a term of one (1) year commencing upon the date this License Agreement is entered into between the parties. Provided that no terms or conditions of this license have been violated, this license will renew automatically on an annual basis unless written notice is provided by one party to the other no later than thirty (30) days prior

to the end of the current license term. If this license is not renewed by either party, the Licensee shall have the right to harvest any existing crops, said harvest or removal to be completed no later than December 31 of the license year.

2. CONSIDERATION. Licensee shall pay the Licensor the sum of three hundred fifty dollars and no cents per year (\$350.00) for the use of the premises; payable no later than thirty (30) days following harvest, provided, however, that if the County exercises its right under Sec. 8(b) to take possession of the premises, and the Licensee's crops are destroyed, no license payment will be due.
3. USE OF THE PREMISES. It is expressly agreed by the parties hereto that Licensee may use the premises for the production of dryland crops. Licensee shall not operate any portion of the premises as a feedlot or maintain or raise other types of livestock on the premises. Licensee will also not alter the basic use of the land, as crop land without the consent of Licensor. Licensee expressly recognizes that the premises are publicly owned and that the Licensor desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Licensee will not use the premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the County and its agencies. Licensee shall not use or occupy the premises for any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind. Licensee agrees to immediately cease any activity or use in violation of this License Agreement. To the extent applicable, Licensee shall comply with the Sedgwick County Code.
4. LICENSOR'S COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of the Licensor herein:
  - a) To deliver the licensed premises to the Licensee, at commencement of the term of this license, in "as is" condition.
  - b) To permit Licensee to use the premises for the use described above.
5. LICENSEE'S COVENANTS. In consideration of the foregoing, the Licensee hereby agrees:
  - a) To keep the licensed premises neat, clean, safe and sanitary during the term of this license; to return the premises in neat, clean, safe and sanitary condition at the end of the term of this agreement; and to observe and comply with all regulations and the Sedgwick County Code governing said premises made by any proper governing agency as to cleanliness, all without cost or expense to Licensor. This shall include the control of noxious weeds.
  - b) To indemnify the Licensor herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature, in said premises, or arising from materials or supplies which Licensee uses or maintains in the licensed premises, or arising out of Licensee's operation of a business or occasioned by any act or acts, omissions of either Licensee or Licensee's agents or servants except to the extent those injuries occur as a result of Licensor or Licensor's agents; and to this end, to carry liability insurance in an amount not less than \$500,000. Licensee agrees to file with the County Clerk and Sedgwick County Finance a

copy of said insurance policy or a certificate showing said insurance in force prior to occupancy.

d) To permit Licensor, its agents and assigns the right of ingress or egress to inspect the premises with or without notification.

e) To allow no waste during occupancy of the premises of fencing, timber or buildings, natural wear and tear or damage by the elements excepted. Tenant will not remove nor allow any other person to remove any fencing, timber, buildings, shrubbery or parts thereof.

f) To execute and comply promptly with all statutes, codes, ordinances, rules, orders, regulations, and requirements of any governmental entity and Sedgwick County regulating the premises as well as those pertaining to the sale and use of fireworks by the Licensee.

6. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for loss of or damage to its property in, on, or about the licensed premises occurring during the life of this license.

7. IMPROVEMENTS. Licensee shall make no material changes or alteration in the premises.

8. TERMINATION.

a) The Licensor may terminate this license immediately for breach of the covenants and provisions of the license by Licensee.

b) If Licensor requires the premises for County's own purposes during the term of this license, Licensee agrees to immediately surrender same upon notice.

9. ASSIGNMENT. It is agreed that this license shall not be assigned by the Licensee without the prior consent of the Licensor, nor shall this license, or any interest therein or thereunto, be sold or assigned.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGE FOLLOWS]

Entered into by and between the parties for themselves, their successors, administrators and assigns, on the day and year above written.

LICENSOR:

ATTEST:

SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
David T. Dennis, Chairman  
Board of County Commissioners  
Third District

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin M. Waggoner, Assistant County Counselor

SPARROW HOLDINGS LLC,  
LICENSEE:

GLENN M. KIDD, Member

\_\_\_\_\_

and

CHRISTI E. KIDD, Member

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