

## **LICENSE AGREEMENT**

**Date:** January \_\_\_\_, 2022

**Licensors:** City of Seguin, a municipal corporation  
205 North River Street  
Seguin, Guadalupe County, Texas 78155

**Licensee:** Guadalupe County, Seguin, Texas 78155

**Consideration:** Ten and no/100 Dollars and other good and valuable consideration, including the Licensee's performance of its obligations under this agreement.

**License Area:** A 2,400 square foot piece of land, more or less on the south side of East Weinert Street, running along the property of the one-story building, including appurtenances, fronting on East Weinert Street, that will be known as the Veteran's Outreach Center, 205 East Weinert Street, Seguin, Guadalupe County, Texas and as shown on the attached Exhibit A (survey).

### **RECITALS**

A. Surveys of the Licensee's property show that some of the parking area and flag poles encroach on the City's right-of-way for that street.

B. The Licensee desires to rehabilitate and maintain the building as shown on the attached Exhibit A.

B. The Licensors are willing to grant a license to the Licensee for use of the License Area in accordance with the terms and conditions of this Agreement.

### **AGREEMENT**

The Licensors, for the consideration, hereby grants and demises to Licensee an exclusive license to keep and maintain the encroaching building upon the License Area, subject to the following:

1. **Compliance with Standards.** The Licensee agrees to comply with all applicable city, state and federal construction and maintenance standards and regulations for the maintenance of the structure that is located within the right-of-way. The Licensee agrees that any future maintenance or construction will be performed by a licensed contractor who will apply for and obtain all necessary licenses and permits from the City of Seguin.

2. **Maintenance.** The Licensee agrees to maintain the Improvements in good condition for the intended purposes, and the Licensee acknowledges that the Licensors are under no obligation to maintain the Improvements.

3. **Liability and Insurance.** To the extent allowed by applicable law licensee shall indemnify, hold harmless and defend the Licensors and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Licensee, its officers, employees or agents that should occur on or be caused, in whole or part, by events related to the licensed property. This will

include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the Licensor arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property.

4. **Termination.** This License may be terminated by the Licensor only if the building should fall into a state of disrepair in a manner that would potentially endanger the public; otherwise this License shall remain in full force and effect so long as the building is standing in its present configuration.

5. **Miscellaneous.** A. This license constitutes the entire agreement between Licensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

B. This agreement is governed by the laws of the State of Texas. Exclusive venue for any legal dispute under this agreement is in the state court in Guadalupe County, Texas having jurisdiction over the dispute. The Licensor's execution of and performance under this agreement will not act as a waiver of any immunity of the Licensor to suit or liability under applicable law. The parties acknowledge that the Licensor, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

C. This agreement, including all duties to maintain and improve the licensed premises, shall run with the title to the Licensee's Property described in Recital A above and is binding upon Licensee's successor in title as to the Licensee's Property.

City of Seguin, Licensor:

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Steve Parker, City Manager

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on January \_\_\_\_, 2022 by Steve Parker City Manager of the City of Seguin, Texas, on behalf of the City of Seguin.

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Notary Public, State of Texas

Guadalupe County, Licensee:

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Kyle Kutscher, County Judge

STATE OF TEXAS                   §

COUNTY OF GUDALUPE       §

      This instrument was acknowledged before me on January \_\_\_\_, 2022 by Kyle Kutscher, who has testified that as County Judge has been given full authority to negotiate this instrument on behalf of Guadalupe County.

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Notary Public, State of Texas