

LICENSE AGREEMENT

Date: _____, 2015

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

Licensee: **The Meadows Master Community, Inc.**, a Texas non-profit corporation

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: Being two tracts or parcels of land out of the Nolte Farms Drive right-of-way, as dedicated by plat recorded under Document No. 2015001737, in Volume 8, Pages 281-283 of the Map and Plat Records of Guadalupe County, Texas (the "**Plat**"), which tracts or parcels of land are more particularly described and depicted as the crosshatched area in Exhibit A attached hereto and made a part hereof for all purposes.

RECITALS

A. Licensee desires to construct, install and maintain landscaping, irrigation and lighting improvements, in, on and under the License Area for the beautification of the intersection of Nolte Farms Drive and State Highway 123, and for the benefit of the residential community known or to be known as "The Meadows", as described and subdivided pursuant to the Plat.

B. The Licensor is willing to grant a license to the Licensee for use of the License Area in accordance with the terms and conditions of this License Agreement (the "**Agreement**").

AGREEMENT

The Licensor, for the Consideration, hereby grants and demises to Licensee an exclusive license (the "**License**") to construct, install, inspect, keep, maintain, operate, repair and replace landscaping, irrigation and lighting, and any associated utilities and improvements (collectively, the "**Improvements**"), in and 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 Improvements that are located by or on behalf of Licensee within the License Area. The Licensee agrees that any future maintenance or construction of the Improvements 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 Licensor is 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 Licensor 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 occur on the License Area or that are caused, in whole or part, by events related to the exercise by Licensee, its officers, employees, or agents of the License and other rights granted herein. 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. Licensee shall maintain a general liability policy of insurance issued by a company licensed to sell insurance in the State of Texas in an amount of at least \$500,000, naming the City of Seguin as an additional insured.

4. **Termination.** The License and this Agreement may be terminated by the Licensor if (a) the Licensee fails to maintain the Improvements as required herein, and such failure continues for ten (10) days following written notice from Licensor to Licensee, or (b) the Licensor or the Texas Department of Transportation needs the right-of-way that comprises the License Area for construction of a road or related facilities.

5. **Miscellaneous.**

(a) This Agreement 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) Until terminated, this Agreement shall continue in full force and effect and shall be binding upon and inure to the benefit of Licensor, Licensee, and their respective successors and assigns.

LICENSOR:

City of Seguin

Douglas G. Faseler, City Manager

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2015 by Douglas G. Faseler, City Manager of the City of Seguin, Texas, on behalf of the City of Seguin.

Notary Public, State of Texas

LICENSEE:

The Meadows Master Community, Inc.
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF GUDALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2015, by
_____, the _____ of The Meadows
Master Community, Inc., a Texas non-profit corporation, on behalf of the corporation

Notary Public, State of Texas

Exhibit "A"

