

LICENSE AGREEMENT

Date: June 17, 2015

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

Licensee: Jim's Formal Wear LLC

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 sixteen (16) square foot piece of land, more or less, located within the City of Seguin Right of Way for Schriewer Avenue ("License Area") within the City of Seguin, Guadalupe County, Texas, as further described on the attached Exhibit A.

RECITALS

A. Licensee seeks to construct at least one and possibly two groundwater monitoring wells (the "Facilities") in the License Area for the purpose of complying with certain agreements and requirements with the Texas Commission on Environmental Quality.

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 Agreement.

AGREEMENT

The Licensor, for the consideration, hereby grants and demises to Licensee an exclusive license to construct, use, and maintain the Facilities on and under 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. Construction in Right of Way.

A. Licensee shall ensure that during construction, maintenance and monitoring that all contractors, subcontractors or other persons acting on Licensee's behalf are insured in accordance with Section 4 below, naming the City as an additional insured.

B. During any of its operations, should Licensee find it necessary to divert traffic on Schriewer Avenue, Licensee shall notify the City in writing, at least five (5) business days prior to instituting said diversion. Notification shall be made to the City's project manager Nate Garza (ngarza@seguintexas.gov). Notification shall include type of diversion, length of time traffic will be diverted, and traffic control measures that shall be undertaken to minimize the effect on

transportation in the area.

C. To the extent feasible, the Facilities shall be constructed and maintained in a manner such that they do not present an impediment or a hazard to pedestrians walking along the roadside.

D. Upon completing any work on the Facilities, Licensee shall ensure that the right-of-way and roadway are returned to the condition that existed prior to construction.

E. Licensee shall ensure that its Facilities are located in an area that does not interfere with existing utilities, or the maintenance of existing utilities.

3. **Maintenance.** The Licensee agrees to maintain the Facilities in good condition for the intended purposes, and the Licensee acknowledges that the Licensor is under no obligation to maintain the Facilities.

4. **Indemnity and Insurance.** 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 NEGLIGENCE 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 AREA. 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 insurance policies as set out on the attached Exhibit "B" and naming the City of Seguin as an additional insured.

5. **Termination.** This License may be terminated by the Licensor if (a) the Licensee fails to maintain the Facilities, on the licensed property or (b) should the Licensor or the City need the right-of-way that comprises the licensed property for construction of a road or related facilities. Should the City need to enlarge the roadway, Licensee may have the option of relocating, at its sole expense, its Facilities to another area in the expanded right-of-way.

6. **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. Nothing in this Agreement shall be construed to establish any agency between the Jim's Formal Wear and the City of Seguin.

City of Seguin, Licensor:

Douglas G. Faseler, City Manager

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on June 17, 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: Jim's Formal Wear LLC

Thomas G. Buzzard
THOMAS G. BUZZARD, SENIOR V.P.
STATE OF ILLINOIS §
COUNTY OF CLINTON §

This instrument was acknowledged before me on 8^{JUN}, 2015 by Thomas Buzzard who has testified that as SENIOR VP he has been given full authority to negotiate this instrument on behalf of JIM'S FORMAL WEAR LLC

Stephen G. Buzzard
Notary Public, State of Texas
ILLINOIS

