

LICENSE AGREEMENT

Date: December 15, 2020

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

Licensee: Leos Marketing
108 South Austin Street
Seguin, Guadalupe County, 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: An approximately 144 square foot piece of land located within property owned by the City of Seguin as a parking lot located at the southeast corner of the intersection of Camp and Donegan Streets, as shown on the attached Exhibit "A" and more particularly described on the metes and bounds that are part of said exhibit.

RECITALS

A. Licensee seeks to use the License Area for the location of a refuse receptacle (dumpster) and enclosure for use by Licensee and possibly other businesses.

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 ramp 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 Licensed area. 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. Licensee acknowledges that Licensee's responsibility to keep the Licensed area clean of all refuse including any refuse coming from Licensee's trash facility that spills into the area surrounding the Licensed Area.

3. **Liability and Insurance.** To the extent allowed by applicable law license 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. 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 \$1,000,000.

5. Payment. In exchange for this License, Licensee agrees to pay to the City the sum of \$300.00 annually for use of City Property. This payment is due on January 1 of each year of the license and shall be paid no later than January 10 of each year. Failure to make timely payment shall result in termination of the license.

4. Termination. This License may be terminated by the Licensor if (a) the Licensee fails to maintain the structures within the licensed property; (b) failure of the licensee to make annual payment; or (c) failure to keep licensed and surrounding area free of trash and debris coming from licensed property.

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:

Steve Parker, City Manager

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on December ____, 2020 by Steve Parker, City Manager of the City of Seguin, Texas, on behalf of the City of Seguin.

Notary Public, State of Texas

Leos Marketing, LLC - Licensee:

STATE OF TEXAS §

COUNTY OF GUDALUPE §

 This instrument was acknowledged before me on December __, 2020, by Mr. Alfredo Leos who has testified that he is a director and managing member of Leos Marketing, LLC and has full authority to execute this License Agreement.

Notary Public, State of Texas