

LICENSE AGREEMENT

Date:

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

Licensee: Texas Lutheran University
1000 W. Court St.
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 eight (8) foot piece of land underlying Fleming Street as it passes through Texas Lutheran University as more particularly shown on the attached Exhibit A (survey).

RECITALS

A. Licensee seeks to use the License Area for the location of a series of four pipes for use to transport chilled and hot water for cooling and heating buildings in the vicinity of the License Area. Licensee further agrees that all such pipes shall be buried such that the pipes are buried at least of twelve (12) inches below the existing city utilities.

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 Licenser 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.

4. Termination. This License may be terminated by the Licenser if (a) the Licensee fails to maintain the underground structures within the licensed property or (b) should the Licenser or the Texas Department of Transportation need the right-of-way that comprises the licensed property for construction of a road or related facilities.

5. Miscellaneous. A. This license constitutes the entire agreement between Licenser 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 Licenser's execution of and performance under this agreement will not act as a waiver of any immunity of the Licenser to suit or liability under applicable law. The parties acknowledge that the Licenser, 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, Licenser:

Douglas G. Faseler, City Manager

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on April ____, 2017 by Douglas G. Faseler City Manager of the City of Seguin, Texas, on behalf of the City of Seguin.

Notary Public, State of Texas

Texas Lutheran University

Licensee:

Kirk Herbold

STATE OF TEXAS §

COUNTY OF GUDALUPE §

This instrument was acknowledged before me on April 4, 2017, by Kirk Herbold who has testified that as the Physical Plant Director he has been given full authority to negotiate this instrument on behalf of Texas Lutheran University for all matters stated herein.

Notary Public, State of Texas