

LICENSE AGREEMENT

STATE OF TEXAS

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COUNTY OF GUADALUPE

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This License Agreement ("Agreement") is made and entered into by and between Navarro Independent School District, a Texas public school district ("Licensee") and the City of Seguin, a Texas Home Rule municipality ("Licensor"). Licensor and Licensee are collectively referenced herein as "the Parties".

WHEREAS, the Licensor owns that certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes and hereinafter referred to as "Premises"; and

WHEREAS, Licensee has submitted a request to the Licensor to use the Premises for the sole purpose of extending private stormwater and drainage facilities into and under public Right of Way (East Martindale Road); and

WHEREAS, the Licensor has agreed to allow Licensee to use the Premises for only said purpose pursuant to certain terms and conditions;

NOW THEREFORE, for and in consideration of the foregoing premises, terms, conditions, covenants and performances contained herein, the Licensor and Licensee hereby enter into this Agreement and agree as follows:

PERMITTED USE OF PREMISES

1.01 The Licensor agrees that the Licensee may use the Premises for the sole purpose of extending private stormwater and drainage facilities into and under East Martindale Road (the "Navarro Utility").

TERM

2.01 This Agreement shall run for an initial **ten (10) year** term. At the end of the initial ten (10) year term, this Agreement shall automatically renew on an annual basis, unless otherwise agreed by the Parties.

CONSIDERATION

3.01 Licensor waives payment under this License Agreement, recognizing the Public Benefit of facilitating installation of the Navarro Utility, which will allow Licensee to complete and open its newest Elementary School and accommodate the rapid population growth in the Navarro Independent School District. Additionally, any future modifications, relocations, or rework required by third-parties to be performed on the Navarro Utility shall be performed at the sole time, cost and expense of such third-parties. The Licensee shall have no responsibilities in relation to same.

ACCEPTANCE OF PREMISES/DISCLAIMER

4.01 LICENSEE ACKNOWLEDGES THAT IT IS OCCUPYING THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT THE LICENSOR HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. LICENSEE HEREBY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, **SUCH WAIVER SHALL ONLY APPLY TO THE PERMITTED USE SET FORTH IN SECTION 1.01 AND PERMIT SPR0825-0096.** LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LICENSEE INTENDS TO PUT THE PREMISES. THIS AGREEMENT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS APPLICABLE TO THE PREMISES, AND LICENSEE IS USING THE PROPERTY SUBJECT TO RIGHTS, IF ANY, OF ANY OTHER PERSONS OR ENTITIES. TO THE EXTENT DIRECTLY RELATED TO THE PERMITTED USE GRANTED TO LICENSEE AS SET FORTH IN SECTION 1.01, THE LICENSOR WILL NOT BE REQUIRED TO MAKE ANY EXPENDITURE, INCUR ANY OBLIGATION, OR INCUR ANY LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE, OPERATION OR REPAIR OF THE NAVARRO UTILITY. THE PROVISIONS OF THIS SECTION 4.01 SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LICENSE.

COMPLIANCE WITH LAW

5.01 Licensee, to the extent in direct relation to its exercise of the rights granted by Licensor for the Permitted Use, will comply with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations applicable to the Premises; will install, remove and alter such equipment and facilities in, and make such alterations to the Premises as may be necessary so to comply; will comply with such regulations as the Licensor may reasonably promulgate regarding sanitation, cleanliness and other health and/or environmental matters, including, without limitation, removal of garbage, trash and other waste caused directly by Licensee, and will use the commercially acceptable degree of care and all reasonable proper safeguards to prevent pollution of air, soil and water in, on, under and around the Premises. Licensee shall not discharge sewage, garbage, oil or gas, on the Licensor's property. Licensee shall not commit any act or permit any act which creates or may create a nuisance in or upon the Premises during the term of this Agreement. Licensee, at its sole cost and expense, shall take any and all corrective action deemed necessary or desirable by the Licensor, and as required by any applicable Federal, State, municipal and other laws, codes, ordinances, rules and regulations to cleanup, remove and abate any and all soil contamination, groundwater contamination or any other contamination of the Premises caused directly by any release or discharge of any hazardous, toxic or otherwise harmful substances in, on, under and around

the Premises by Licensee.

LIABILITY INSURANCE

8.01 At all times during the term of this Agreement, Licensee shall require its contractor(s) to carry insurance in a minimum amount that is in accordance with public school districts in the State of Texas, which policy shall insure against bodily injury, death and property damage and shall include (i) coverage for premises and operations; and (ii) contractual liability coverage insuring the obligations of Licensee under the terms of this Agreement. Such insurance coverage shall not be cancelled without thirty (30) days prior written notice to the Licensor. Licensee's obligation to require its contractor(s) to carry and pay for the insurance described in this Agreement will continue beyond the term of this Agreement in the event Licensee remains in possession of the Premises for any reason.

GENERAL PROVISIONS

9.01 If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Premises and with respect to the subject matter contained herein. In the event any action is instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any consideration or charge due or to recover possession of the Premises, Licensee agrees to and shall pay the Licensor's reasonable attorney's fees, costs, and expenses in connection therewith. This Agreement is personal to the Licensee. It is nonassignable and any attempt to assign this Agreement will terminate the license privileges granted to Licensee hereunder.

9.02 Upon expiration or sooner termination of this Agreement, Licensee shall restore the Premises to a safe, clean condition.

LICENSOR

LICENSEE

By: _____
Steve Parker, City Manager

By: _____

Date: _____

Date: _____

ATTEST: _____
Kristin Mueller, City Secretary

Name: _____

Title: _____