

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the ____ day of _____, 2022 (the "Effective Date") by and between **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and POUND HOUSE FARMSTEAD ("Licensee").

RECITALS:

WHEREAS, Licensor owns certain real property in Hays County, Texas, comprised of the Founders Memorial Park on Founders Park Road, ("License Area") placed as shown in Exhibit "A"; and

WHEREAS, Licensee wishes to place a sign ("Sign") designed to inform the public of the Dr. Pound Historical Farmstead location on the property and with a sign as designed in Exhibit "B"; and

WHEREAS, Licensee and Licensor have agreed that Licensee may install, place, and maintain the Sign on the License Area, on the terms and conditions set forth below; and

NOW, THEREFORE, the parties have agreed as follows:

1. **Grant of License:** Licensor hereby grants to Licensee the exclusive right, privilege, and permission to enter on, over, and across the License Area for the purposes of constructing, installing, operating, maintaining, replacing, upgrading, repairing, and removing the Sign as approved by Licensor within the License Area.
2. **Consideration:** In consideration for this License, Licensee agrees to construct the Sign in a good and workmanlike manner and to maintain the Sign in good condition. Licensee will also remit to Licensor a License Fee in the amount of ten dollars (\$10.00) per year.
3. **Right of Assignment:** Licensee shall not assign, sublet or transfer its interest in this Agreement without Licensor's written consent. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the Licensor a copy of any such assignment or transfer of Licensee's right in this Agreement, including the name, date, address, and contact person.
4. **Insurance:** Licensee shall at all times maintain liability coverage in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area.
5. **Term and Termination:** The term of this Agreement shall begin upon execution of this Agreement, and shall continue for so long as Licensee or its assignee maintains the Sign within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Sign. The Licensor shall give the Licensee sixty (60) days written notice prior to termination of this Agreement. Licensee may remove the Sign at any time after giving the Licensor a minimum of fourteen (14) days written notice. The parties

hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Sign in good condition as required and pursuant to the default clause in paragraph 7 until such time as the Agreement is terminated.

6. **Title of Licensor:** Licensee acknowledges the legal title of Licensor to the License Area and agrees to never deny this title or to claim title in Licensee's name.
7. **Licensor's Rights:** The Licensee's right to use the Licensed Area as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Area. The Licensor shall take reasonable measures to prevent damage to or removal of the Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to widen, alter, or improve the utility lines or other improvements on the surface of the Licensee's Property, including alteration to or removal of the Improvements, pursuant to official action by the Licensor's governing body or designated representative; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice to any such contemplated action unless alteration, improvement, or maintenance of the utility or improvements is needed to be done in a shorter time period to protect the health and safety of the residents or is otherwise required by an emergency situation.
8. **Waiver and Release:** Licensee hereby waives and releases any claims Licensee may have against Licensor, its successors and assigns for all fines, suits, claims, demands, losses, liabilities, actions and costs, including court costs and attorneys' fees (collectively, "Damages") arising out of Licensee's use of the License Area. By entering into this License, neither the Licensor or Licensee waives, nor shall be deemed to waive, any rights, defenses, or immunities either may have under applicable law.
9. **Default:** In the event Licensee fails to maintain the License Area or otherwise comply with the terms and conditions of this Agreement, Licensor shall provide Licensee written notice thereof at the address set forth below. Licensee shall have seven (7) days from the date of receipt of such notice to take action to cure the alleged default and, if Licensee does not diligently pursue remediation of such alleged default with the seven (7) day period, Licensor may take action to cure the alleged default. If the damage or disrepair of the Sign are deemed by the Licensor (at the Licensor's sole discretion) to constitute an imminent hazard to pedestrian or vehicular safety, the Licensee shall remove or repair the Sign immediately. Failure to immediately cure or mitigate an imminent hazard to the satisfaction of the Licensor shall serve as grounds for termination of this License.
10. **Notices:** All of the requirements and provisions herein for notice shall have been met when such notice has been placed in writing and personally delivered, delivered by facsimile transmission, with proof of receipt, or sent certified United States mail, postage prepaid, return receipt requested to the respective parties hereto at the following addresses:

to Licensee at: Jenny Pack
Executive Director
Pound House Farmstead
419-B Founders Park Road
P.O. Box 1150
Dripping Springs, TX 78620

to Licensor at: City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Attn: City Administrator

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission not sent on a business day, or sent after 5:00 p.m. on a business day, shall be deemed received on the next business day), or two (2) days after the postmark date, whichever is sooner. Either party may change the above addresses by notice to the other party.

9. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the use of the License Area for the purposes described herein, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.
10. **Governing Law:** This Agreement shall be governed by Texas law and all causes of action in connection herewith shall be maintained in proceedings filed in Hays County, Texas.
11. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all of the terms and conditions hereof.
12. **License Only:** This Agreement creates only a license on the terms, and subject to the conditions herein set forth for use by Licensee for the limited purposes permitted herein. Licensee does not acquire any leasehold or other real property interest in the License Area.
13. **Public Dedication:** Any public dedications by Licensee or public acceptance by Licensor shall be by separate instrument. Continuing maintenance and fiscal guarantees shall comply with all City ordinances.
14. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Executed by Licensor and Licensee on the dates set forth below, to be effective on the Effective Date.

LICENSOR:

—LICENSEE:

The City of Dripping Springs

Pound House Farmstead

by: _____
Bill Foulds, Jr., Mayor

by: _____
Jenny Pack, Executive Director

date: _____

date: _____

EXHIBIT "A"





EXHIBIT "B" DESIGN OF SIGN

INV27992

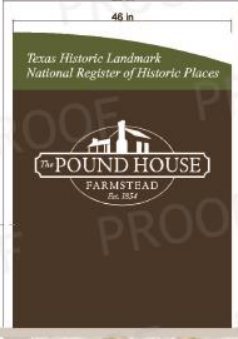
Dr. Pound Farmstead Museum



CORPORATE HEADQUARTERS
1909 Ranch Road 620 South
Austin, Texas 78734
512.253.7445
Signs@stokesSignCompany.com

WESTLAKE LOCATION
2814 Bee Cave Road
Austin, Texas 78746
512.328.7265
Westlake@StokesSignCompany.com

FRONT



50 in
46 in


*Texas Historic Landmark
National Register of Historic Places*

THE POUND HOUSE
FARMSTEAD
Est. 1854

DIGITALLY PRINTED MAX METAL
W/ VEHICLE LAMINATION


LIMESTONE BASE

BACK




62 in

SIDE




12 in
60 in

2" SQUARE TUNING
PAINTED DURO. BRONZE



BEFORE INSTALLATION



AFTER INSTALLATION

**IMAGE MAY BE DISTORTED AND IS NOT TO SCALE.
FOR GENERAL VISUALS ONLY.

COLOR: Duro Bronze

MATERIAL: Noted

QUANTITY: 1 Ea/5 Total

SINGLE SIDED

CONTACT: Sarah L. C. Smith

ARTIST: C. Smith

PROOF 1: 3.30.22 BS

PROOF 2:

PROOF 3:

Howdy! Please Read

BY APPROVING, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY CHECKED FOR ERRORS AND MISTAKES. WE PRODUCE DIRECTLY FROM THIS PROOF. YOU ARE FINANCIALLY RESPONSIBLE FOR ANY REPRINT.

FIRST 3 PROOFS FREE. EXTRA PROOFS ARE \$10 EACH. COLORS ARE ONLY FOR REFERENCE. IMAGES MAY BE DISTORTED AND NOT TO SCALE. FOR GENERAL VISUALS ONLY.

THIS DESIGN/ENGINEERING IS STOKES SIGN COMPANY'S EXCLUSIVE PROPERTY. NO PART OF DESIGN &/OR SPECIFICATIONS MAY BE DUPLICATED.

CHECK FOR:
- SCALE - ACCURACY - SPELLING

ANY DISCREPANCIES ARE YOUR (CLIENT'S) RESPONSIBILITY.

PAGE 1 OF 1