

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Short Mama’s Holdings, LLC, a Texas limited liability company (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described on Attachment “A” attached hereto (the “Licensed Property”) is a public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to design and construct temporary parking spaces in accordance with the City’s ordinances; and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee an irrevocable, except as terminable herein, exclusive license to construct parking improvements in the area in Attachment “B” of City owned land on College Street and Wallace Street; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to provide property for these temporary parking spots;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensee shall have the right to enter upon the Licensed Property to construct, maintain, repair, and replace the temporary parking spots. Licensed Property is described in more detail in Attachment “A”. The Licensed Property, together with the property of Licensee used for the temporary parking spots, shall be available for general parking to the public, on a non-reserved basis.
2. Consideration and Licensee’s Duties. In consideration for this License, Licensee agrees to:
 - (a) Construct at least five (5) temporary parking spots using all-weather materials to City Standards at the Licensee’s sole expense;
 - (b) Maintain the temporary parking spots until such time as the Licensor constructs permanent improvements at Licensee’s sole expense;
 - (c) Ensure that parking remains open to the public and is not reserved for the business;
 - (d) Require City Engineer review for drainage compliance;
 - (e) Preserve all trees within or adjacent to the Licensed Property, as shown on the site plan as shown in Attachment “B” and in accordance with the Licensor’s Tree Preservation Ordinance; and

- (f) Provide an easement at no cost to the City for parking, sidewalks, street, utility, and related improvements on the Licensee's property as generally shown in Attachment "B". The easement shall be fully executed and recorded prior to acceptance of the site development improvements.

3. Licensor's Duties.

- (a) Credit the Licensee the cost of construction toward the sidewalk fee-in-lieu requirement along US 290 for each temporary parking space constructed beyond the five (5) required spaces, with the credit calculated based on the City's adopted fee schedule.
- (b) Construct permanent parking spots, road, drainage, utility, and related improvements within the granted easement at its sole cost as generally shown in Attachment "B".
- (c) Construction of permanent improvements will be coordinated with the Licensee to minimize disruption to the Licensee's business.
- (d) Licensor shall maintain all permanent improvements once constructed at its sole expense.

4. Miscellaneous

- (a) Assignment. Licensee may assign this License if new ownership occurs. Licensee shall provide the Licensor at least thirty (30) days written notice prior to any anticipated assignment. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
- (b) Easements and Licenses. The License and Easement related to this License shall be recorded and run with the land.
- (c) Authority. By executing this License, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this License.
- (d) Compliance with Laws. Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this License and applicable to the Parties performing the terms and conditions of this License.
- (e) Governmental Immunity. The City does not waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.
- (f) Entire Agreement. This License (including any and all Attachments attached hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

- (g) Amendment. This License may only be amended in writing signed by both parties.
- (h) Severability. If any provision of this License is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- (i) Term. The License shall remain in effect for twenty (20) years. Easements and licenses shall run with the land unless terminated as described herein or by separate written instrument.
- (j) Insurance and Liability. The Licensee agrees to carry adequate liability insurance for operations on the site and acknowledges that the City assumes no liability for damages arising from the Developer’s use of city-constructed parking spaces.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the ___ day of _____, 2025.

LICENSOR

City of Dripping Springs

By: _____
 Name: Michelle Fischer
 Title: City Administrator

LICENSEE

Short Mama’s Holdings, LLC

By: _____
 Name: Patrick Fox
 Title: Manager

ATTACHMENT "A"

Description of the City Property to be Licensed

Civic address: 101 COLLEGE ST, DRIPPING SPRINGS, TX 78620

Legal Description ORIGINAL TOWN OF DRIPPING SPRINGS, BLOCK 8, LOT 4-5-6 & E 5 FT OF 3, ACRES 0.379

ATTACHMENT "B"

