

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and **VICKY LEWIS** ("Licensee").

### RECITALS:

**WHEREAS**, Licensor owns certain real property in Hays County, Texas, at 511 Mercer street, known as the Dripping Springs City Hall Parking Lot, ("License Area"); and

**WHEREAS**, Licensee wishes to place a United States Postal Service cluster unit mailbox ("Mailbox") designated for businesses on Mercer Street and as designed in Exhibit "A"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensor will install and place the Mailbox on the License Area as specified in Exhibit "B"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensee shall maintain the Mailbox on the License Area, on the terms and conditions set forth below.

### 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 operating, maintaining, replacing, upgrading, repairing, and removing the Mailbox as approved by Licensor within the License Area.
2. **Consideration:** In consideration for this License, Licensee agrees to maintain the Mailbox 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 Mailbox within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Mailbox. The Licensor shall give the Licensee sixty (60) days

written notice prior to termination of this Agreement and shall coordinate with Licensee for a new site if needed. 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 Mailbox 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 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 Mailbox 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 Mailbox 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:** Vicky Lewis  
PO Box 365  
Dripping springs tx 78620  
512.363.2183  
[Vicky@mazamacoffee.com](mailto:Vicky@mazamacoffee.com)

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

11. 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.
12. **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 after the date hereof.
13. **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.
14. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all the terms and conditions hereof.
15. **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.
16. **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.
17. **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.

18. **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:  
The City of Dripping Springs**

**LICENSEE:  
Vicky Lewis**

\_\_\_\_\_  
Bill Foulds Jr., Mayor

\_\_\_\_\_  
Vicky Lewis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Exhibit A



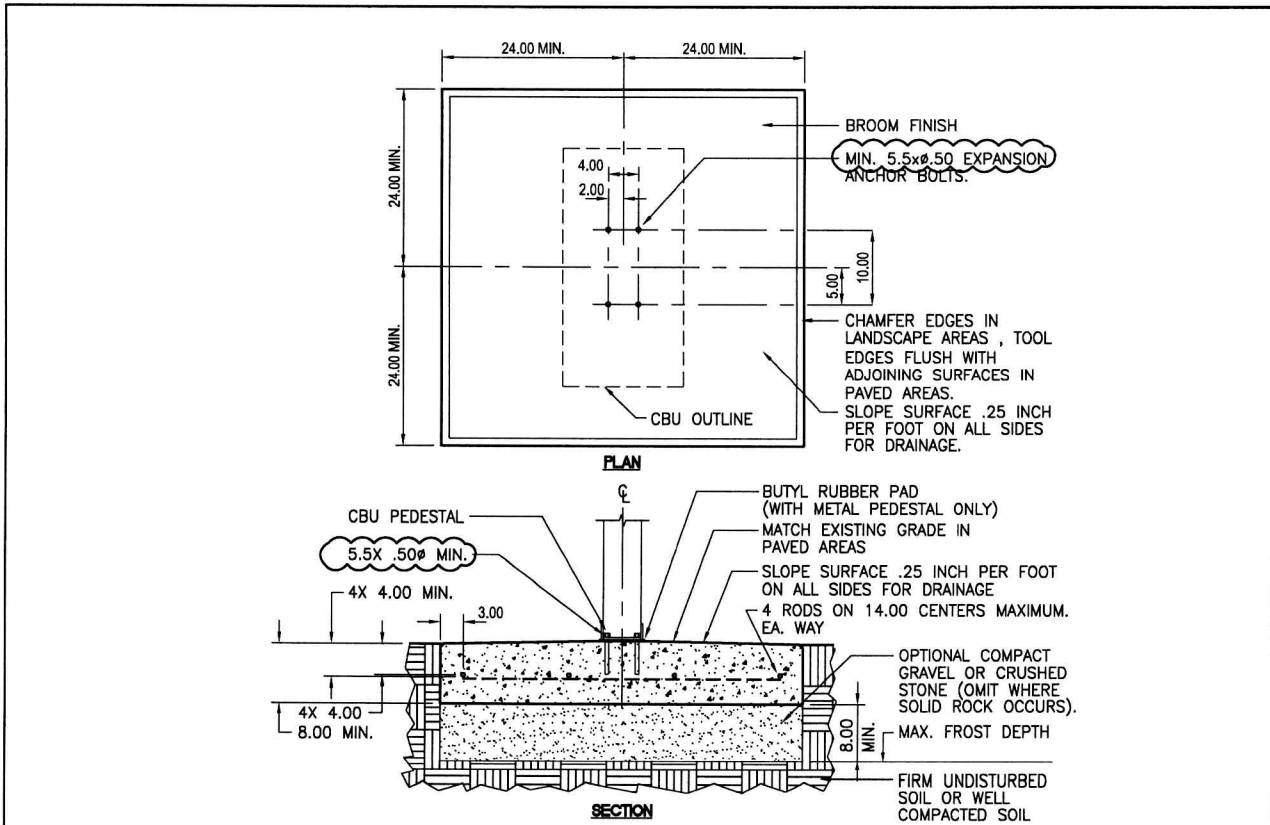
*Includes  
Pedestal*

All Aluminum Construction



# Exhibit B

## NOTES TO A/E:



**NOTES:**

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50-4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
  - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".

- b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com)) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
- c. RAWL STUD ([www.rawl.com](http://www.rawl.com)) GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".

Detail: **CLUSTER BOX UNIT (CBU) INSTALLATION - SINGLE UNIT**

Fac. | Ch. | Sect. | Para. | Detail  
**G1-2-0e**

CAD File: [../usps/library/details/G1-2-0e](http://usps/library/details/G1-2-0e) Scale: 1/2" = 1'-0"

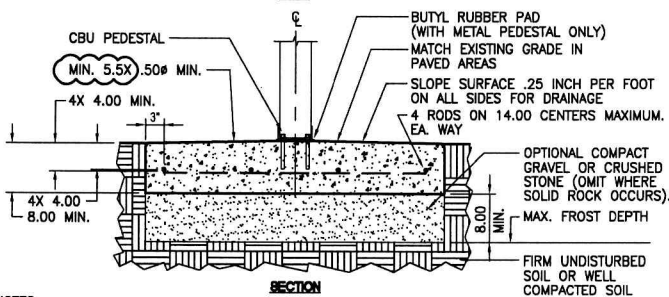
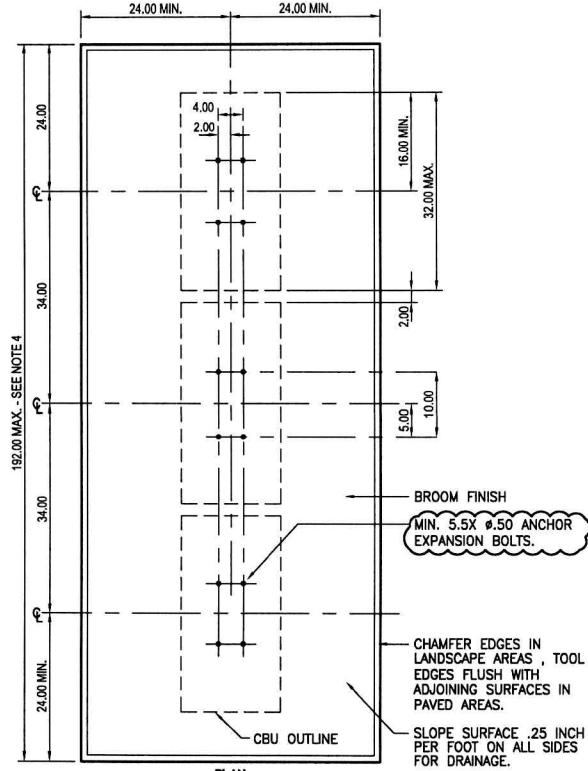
USPS SDL Issued: 10/1/2016  
Last Revised: 10/27/2016

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**NOTES TO A/E:**



- NOTES:**
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH ACI 301
  2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60
  3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
    - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
    - b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com))  
GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
    - c. RAWL STUD ([www.rawl.com](http://www.rawl.com))  
GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".
  4. A 3 CBU CONFIGURATION IS DEPICTED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

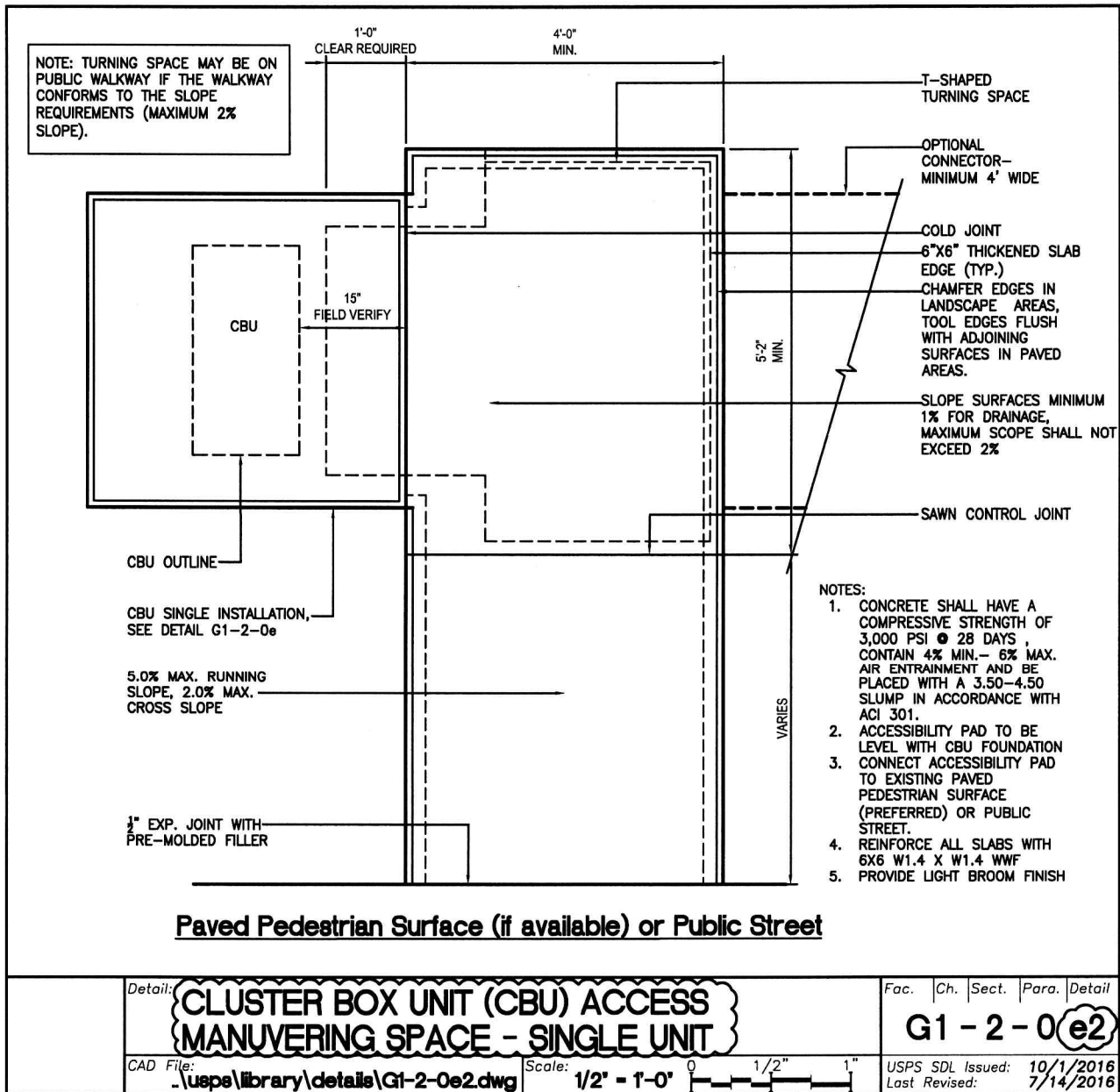
Detail:	<b>CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT</b>				Fac.	Ch.	Sect.	Para.	Detail
					<b>G1-2-0 e1</b>				
CAD File:	../usps/library/details/G1-2-0e1			Scale:	1/2" = 1'-0"		0 1/2" 1"		USPS SDL Issued: 10/1/2016 Last Revised: 10/27/2016



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**NOTES TO A/E:**

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

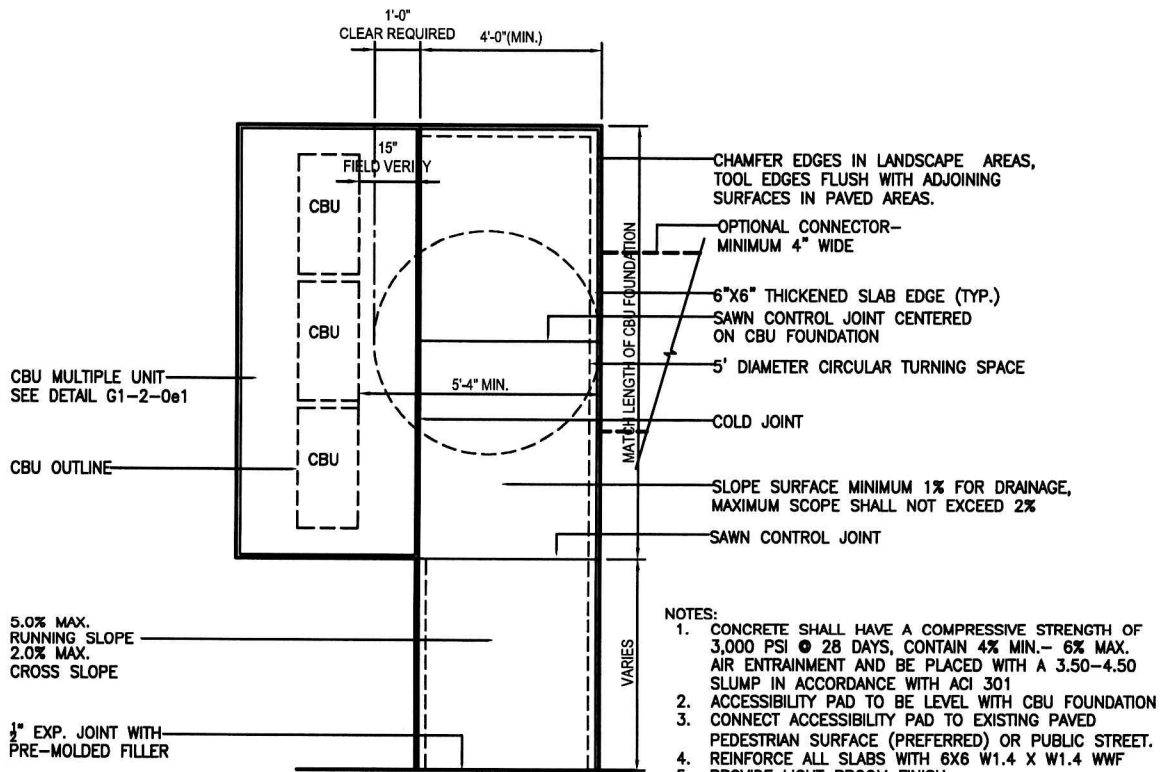




**NOTES TO A/E:**

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NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



**Paved Pedestrian Surface (if available) or Public Street**

Detail	<b>CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT</b>	Fac.	Ch.	Sect.	Para.	Detail
CAD File:		<b>G1-2-0 e3</b>				
-.:\ups\library\details\G1-2-0e3.dwg	Scale:	1/4"=1'-0"				USPS SDL Issued: 10/1/2016 Last Revised: 7/14/2016



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