

LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on the _____ day of February, 2024 (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 **SHORT MAMA’S LLC**, a Texas limited liability company (“Licensee”).

RECITALS:

WHEREAS, Licensee owns certain real property in Hays County, Texas, described as Original Town of Dripping Springs, Bl B, HAYS STREET SUBDIVISION, also known as 101 S. College Street, Dripping Springs, Texas, a subdivision in the City of Dripping Springs, Hays County, Texas, according to the map or plat thereof recorded in Document **XXX**, Plat Records of Hays County, Texas (the “Subdivision”); and

WHEREAS, at the time Licensee filed the plat for the Subdivision, Licensee dedicated to Licensor all roadways shown thereon, including without limitation, the street known as Wallace Street (the “Street”); and

WHEREAS, Licensee and Licensor have agreed that Licensee may shall be responsible for maintenance of all improvements within the area of encroachment and within those areas of the Streets’ right-of-way which lie outside of the curbs (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 following improvements in the subdivision’s rights-of-way: Rock and Frame Building on the north side of the Lot.
2. **Fence:** Any fencing within the right-of-way of Wallace Street shall be removed within thirty (30) days of execution of this agreement.
3. **Easement:** In consideration for the license to encroach, the Licensee shall make available a fifteen (15) foot easement along its property adjacent to Wallace Street and College Street if requested by the City exclusive of the encroachment within the next ten (10) years by separate written agreement without cost. The easement will be for public improvements including drainage, sidewalks, and/or parking. If not requested within ten (10) years, the obligation to provide an easement is extinguished.
4. **Insurance:** Licensee shall at all times maintain liability insurance in the amount of one million dollars (\$1,000,000.00) covering Licensee’s activities within the License Area, and shall cause Licensor to be named an additional named insured on all liability

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 including the easement referenced above. 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, 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.
15. **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

by: _____
Taline Manassian, Mayor Pro Tem

date: _____

LICENSEE:

Short Mama's, LLC

by: _____

date: _____