

## LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on the 1<sup>st</sup> day of September, 2023 (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 **TEJAS HERITAGE HOMES**, a Texas limited liability company (“Licensee”).

### RECITALS:

**WHEREAS**, Licensee owns certain real property in Hays County, Texas, described as Lot 6, HAYS STREET SUBDIVISION, 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 Hays Street (the “Street”); and

**WHEREAS**, Licensee and Licensor have agreed that Licensee shall be responsible for maintenance of the asphalt pavement, associated driveway apron, concrete drainage channel, concrete pavement and 5’ wide concrete sidewalk within the medians of the Streets and within those areas of the Streets’ right-of-way which front Lot 6, HAYS STREET SUBDIVISION (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: asphalt pavement, associated driveway apron, concrete drainage channel, concrete pavement and 5’ wide concrete sidewalk along with other related and ancillary improvements in front of Lot 6. Licensee’s site plan for the driveway and drainage improvements must be reviewed and approved by Licensor's Engineer prior to construction.
2. **Right of Assignment:** At such time as Licensee forms a property owners association (the “Association”) to manage the Subdivision, Licensee may assign this Agreement and Licensee’s rights and obligations hereunder to the Association. Otherwise, Licensee may not assign this Agreement without Licensor’s written consent. Upon an assignment to the Association, Tejas Heritage Homes, LLC, shall be released from all obligations to the Licensor under this Agreement accruing after the date of the assignment.

3. **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 insured on all liability insurance policies.
4. **Term:** The term of this Agreement shall begin upon execution of this Agreement, and shall continue for so long as Licensee or the Association maintains improvements within the License Area.
5. **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.
6. **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.
7. **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:*                    Tejas Heritage Homes, LLC  
7401B Hwy. 71 W., Ste. 160  
Austin, Texas 78735  
Attn.: John Doucet

*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.

8. **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
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
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:

**The City of Dripping Springs**

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

date: \_\_\_\_\_

LICENSEE:

**Tejas Heritage Homes, LLC**

by: \_\_\_\_\_

John Doucet, \_\_\_\_\_

date: \_\_\_\_\_