

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

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**LICENSE AGREEMENT FOR SIGN**

**General Summary of Terms**

**Effective Date:** September 8, 2014

**Landowner:** City of Richwood, Texas, a Texas home rule municipality

**Licensee:** Richwood Landing Apartments, LLC

**Parties:** The Landowner, the Licensee, and their respective successors in interest or sometimes collectively referred to herein as the "Parties".

**Licensed Premises:**

The real property made the basis of this agreement is described as follows: The contiguous area of land located in the Landowner's right of way at the junction of Creekwood Landing Drive and N. Brazosport Boulevard (Business 288) in Richwood, TX and more specifically as described in Exhibit "A" attached hereto.

**Consideration:**

Ten Dollars (\$10.00) and other good and valuable consideration.

**Purpose:**

The purpose of this license agreement is to provide Licensee permission to construct and install the sign, which is described in Exhibit "B" attached hereto, on real property owned by Landowner (the "Sign").

**Term:**

The license for the sign made the basis of this agreement shall be for an initial term of ten (10) years and shall renewable for two additional five (5) years terms at the election of Licensee. Thereafter, this License Agreement may be revoked by a party providing written notice to the other party.

**The Agreement**

In consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, each of the Parties do hereby grant to the other the

License set forth below with respect to the Sign upon the following terms and conditions:

1. **Grant of License:** Landowner hereby gives Licensee the exclusive permission to use the Licensed Premises for purposes of installing the Sign during the Term.
2. **Maintenance of Sign:** Licensee will maintain the Sign in good repair and in accordance with all laws, including Landowner's ordinances, and permitting approved by Landowner. In the event Licensee fails to maintain the Sign in good repair, Landowner shall provide Licensee written notice of such failure and twenty (20) days to cure. In the event the repairs and/or maintenance is not completed, Landowner may elect to terminate this license with written notice to Licensee.
3. **Reservations by Landowner:** Landowner reserves the following rights with respect to the Licensed Premises: The right to use the Licensed Premises for all purposes to the extent they are not unreasonably interfere with Licensee's rights hereunder; and the right for the Landowner or its authorized representatives, at any reasonable time, to enter on the Licensed Premises for the purposes of general upkeep of the surrounding property and as necessary for repairs or maintenance of underground pipelines and utilities.
4. **Condition of Licensed Premises:** Licensee acknowledges that it has independently and personally examined and inspected the Licensed Premises and that it has entered into this agreement based upon such examination and inspection. Licensee accepts the Licensed Premises in their present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED.**
5. **Right of Relocation:** Licensee agrees that, within sixty (60) days receipt of written notice from Landowner, Licensee will, at its sole cost and expense, effect such necessary changes in the location of the Sign as Landowner may reasonably request. Subsequent to any relocation, Landowner will grant Licensee the first right to relocate, at its sole cost and expense, back to the original Licensed Premises continuing with the terms outlined in this agreement. Also, subsequent to any relocation, Landowner may not grant a lease or allow similar usage to another party for signage on the Licensed Premises.
6. **Indemnification:** **TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF ANY DEGREE OF FAULT, OMISSION OR NEGLIGENCE, OR NEGLIGENCE PER SE OF THE LANDOWNER OR ITS EMPLOYEES, COUNCIL MEMBERS, OR AGENTS (HEREAFTER "INDEMNIFIED PARTIES"), LICENSEE HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES,**



ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE CONSTRUCTION, OPERATION, MAINTENANCE (AND FAILURE TO MAINTAIN), REPAIR (AND FAILURE TO REPAIR), REPLACEMENT, REMOVAL AND USE OF THE SIGN AND/OR ANY RELATED EQUIPMENT AND APPURTENANCES, OR THE RIGHTS GRANTED HEREIN.

7. **Removal of Sign Upon Termination of License:** Within thirty (30) days of termination of this license for any reason, Licensee shall, at Licensee's sole risk, cost and expense, remove the Sign from the Licensed Premises and restore the Licensed Premises as close as possible to their original condition. Should Licensee fail to timely remove the Sign, the Landowner, without any obligation to do so, may commence to remove the Sign and seek reimbursement of the costs associated therewith from Licensee, which shall be payable by Licensee on demand.
8. **Remedies on Default:** Should Licensee become in default of this agreement or be found in violation of any ordinance of Landowner or any other law, Landowner may revoke this agreement and the license after written notice to Licensee and twenty (20) days to cure.
9. **Texas Law to Apply:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
10. **Prior Agreements Superseded:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. The parties specifically disclaim reliance on any prior representations or discussions in entering into this agreement.
11. **Attorney's Fees:** Should Landowner have to bring any action for the enforcement of this agreement and prevail, Landowner will be entitled to recover reasonable attorney's fees from Licensee.
12. **Notice:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received no later than the third (3rd) day following deposit of such notice, postage prepaid, certified mail, in an official depository of the United States Postal Service, addressed as follows:

Landowner:

**City of Richwood**

Attn: Glenn Patton, City Manager  
1800 North Brazosport Blvd,  
Richwood, TX 77531

Licensee:

Richwood Landing Apartment, LLC  
Attn: David McCulloch, Managing Member  
17688 Upper Cherry Lane  
Lake Oswego, OR 97034  
503.519.2743  
Mdavid84@comcast.net

13. **Time of Essence:** Time is of the essence in this agreement.
14. **Assignment:** This agreement shall not be assignable by Licensee unless consented to in writing by Landowner. Such consent will not be unreasonably withheld.

**LANDOWNER:**  
**City of Richwood**

  
By: Clint Kocurek, Mayor

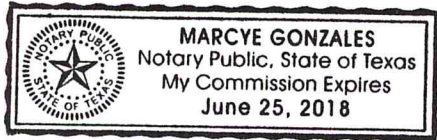
**LICENSEE:**  
**Richwood Landing Apartment, LLC**

By:   
Printed Name: David McCulloch  
Title: Managing Member

**THE STATE OF TEXAS**  
**COUNTY OF BRAZORIA**

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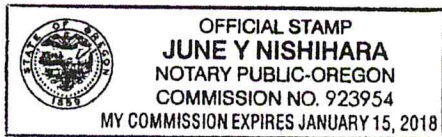
This instrument was acknowledged before me on the 17<sup>th</sup> day of September, 2014, by Clint Kocurek in his capacity as Mayor of the City of Richwood.



Marcye Gonzales  
Notary Public, State of Texas

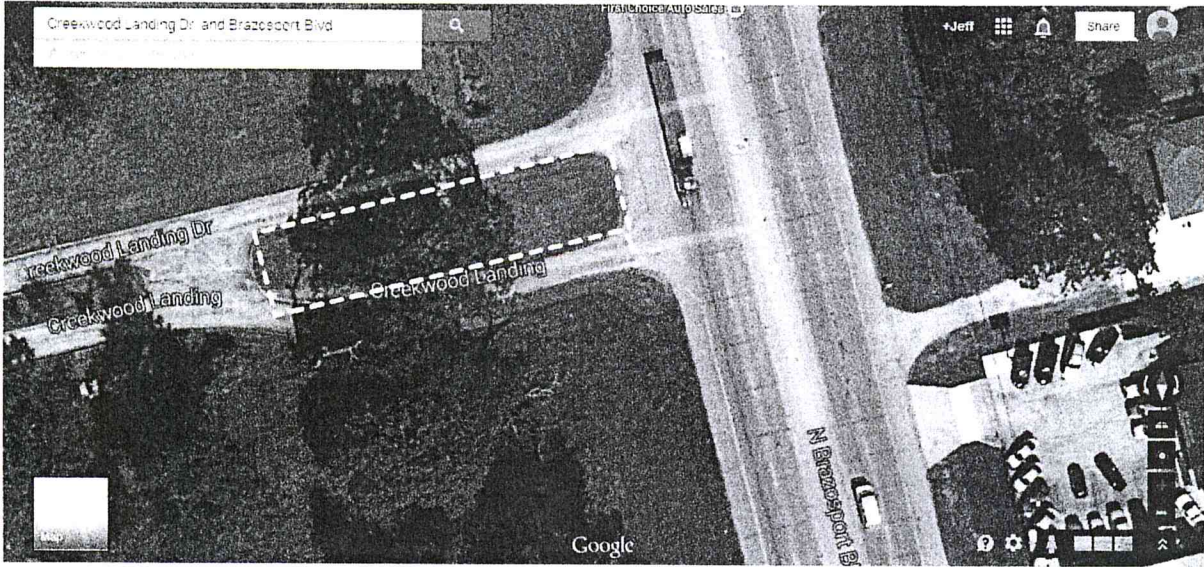
THE STATE OF Oregon §  
COUNTY OF Clackamas §

This instrument was acknowledged before me on the 09 day of September, 2014, by the David McCulloch Licensee,



[Signature]  
Notary Public

**LICENSE AGREEMENT FOR SIGN - EXHIBIT A**



The Licensed Premises is outlined by the dotted lines.