

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2018, by and between Pharr-San Juan-Alamo Independent School District whose address is 601 E. Kelly, Pharr, Texas 78577 ("Licensor") and HIDALGO COUNTY whose address is 100 E. Cano, 2nd Floor Edinburg, Texas 78539 ("Licensee").

WITNESSETH:

1. For and in consideration of Licensee, at Licensee's sole expense, to construct modifications enclosing unenclosed portions of that certain parking facility located at 1229 S. Veterans, San Juan, Texas 78589 (the "Facility"), a description of such modifications is attached hereto as Exhibit A and the further consideration of Licensee constructing approximately 650 linear feet of sidewalk from the Facility to the intersection of Bears Trail and Veterans Road. Licensor hereby grants to Licensee a non-exclusive license (the "**License**") in, over, and across the Facility to allow approximately twenty-five spaces to the general public users of County's linear park to park their vehicle(s) in approximately twenty five spaces in the Facility, and for no other purpose. The License is granted solely to the extent of Licensor's right, title and interest in the Facility, without any express or implied warranties. **LICENSOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITY.** Licensee has inspected the Facility, accepts the same "**AS IS, WHERE IS, WITH ALL FAULTS,**" and agrees that Licensor is under no obligation to perform any work or provide any maintenance, repairs or materials to the Facility for the benefit of Licensee.
2. Permitted Use, District agrees to allow Licensee to utilize up to twenty-five vehicular parking spaces within the Facility to be open to the general public to be used as vehicular parking for users of the Hidalgo County Regional Linear Park (the "Permitted Use");
3. Term of License. The term of the License shall begin on the date of this Agreement and, subject to paragraph 8 below, shall continue until the _____, 2023 and is renewable for an additional five (5) year period with the written approval of both Licensor and Licensee. Following the termination of the License, the parties shall have no further rights or obligations under this Agreement (except for those obligations that survive the termination or expiration of the License, if any). In the event Licensee retains possession of the Facility or any portion thereof after the termination of the License, such possession and use shall be an unlawful detainer, and no tenancy or interest shall result from such possession; Licensee shall be subject to immediate removal. Licensee shall also pay all damages sustained by Licensor as a result of such holdover. The damages payable during any holdover period shall be payable to Licensor on demand.

4. Access to Facility. Subject to the terms and conditions of this Agreement, Licensee and/or users of County's linear park shall have continuous access to the Facility on a non-exclusive basis for the Permitted Use; provided, however, such access shall be limited to Licensee, its employees, contractors and users of County's linear park. Neither Licensor nor any of its affiliates, elected officials, officers, employees, agents, representatives, licensees, or invitees (collectively, "**Licensor Parties**") shall have any responsibility or liability for the conduct or safety of any of Licensee's elected officials, agents, representatives, contractors, employees, licensees, invitees or users of Licensee's Regional Linear Park or any other person afforded access to the Facility by or on behalf of Licensee while such parties are using any part of the Facility, **EVEN IF ANY LIABILITY, DAMAGE, LOSS, COST, EXPENSE, CLAIM, DEMAND, OR INJURY IS CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE, (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY LICENSOR PARTY.** Licensee will keep the Facility free from all liens and claims, legal or equitable, arising out of its activities, including mechanics' and materialmen's liens. If a lien or claim is filed by anyone claiming by, through or under Licensee, Licensee will discharge same within 10 days of filing by payment or posting of a surety bond. The provisions of this paragraph shall survive the termination or expiration of the License.
5. Maintenance of Facility. At all times during the term of the License, Licensor shall maintain the Facility in a good and safe condition. Licensor shall comply with all federal, state and local laws, rules, regulations, ordinances applicable to its use of the Facility. Without limiting the foregoing, Licensee shall obtain any permits required for the Permitted Use prior to commencing such Permitted Use and shall at all times comply with the requirements of such permits.
6. Hazardous Materials. Licensee will not cause or permit the storage, use, generation or disposition of Hazardous Materials in or about the Facility without the prior written consent of the Licensor. A "**Hazardous Material**" is any substance (a) the presence of which requires notification, investigation or remediation under applicable federal, state or local laws, rules, regulations, ordinances and permits; or (b) which is defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under applicable laws, rules, regulations, ordinances and permits, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and similar statutes.
7. No Sublicense or Assignment. Licensee shall not assign its rights under this Agreement or grant any sublicense with respect to all or any portion of the Facility without the prior written consent of Licensor. Any occupancy or use arrangement, assignment or sublease made without the prior written consent of Licensor shall be null and void.

8. No Interest in Real Property. The License, this Agreement nor the use of the Facility for the Permitted Use or otherwise shall be construed to confer any interest or estate of any kind whatsoever in the Facility to Licensee or to create a partnership or joint venture between Licensor and Licensee.
9. Default by Licensee. It shall be a default by Licensee under this Agreement if Licensee fails to comply with any term, provision, condition or covenant of this Agreement. Upon the occurrence of such a default, Licensor shall have the option to (a) proceed to cure such failure and Licensee shall immediately reimburse Licensor for the costs thereof upon demand, (b) terminate the License by giving notice of such termination to Licensee, in which event Licensee shall immediately surrender the Facility to Licensor and the parties shall have no further obligations under this Agreement (except for those obligations that survive the termination or expiration of the License) or (c) exercise any remedies that may be available to it at law or in equity.
10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Licensor: Pharr-San Juan- Alamo Independent School District
601 E. Kelly
Pharr, Texas 78577

If to Licensee: County of Hidalgo
Attention: County Judge Ramon Garcia
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. 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 Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LICENSOR:

PHARR-SAN JUAN-ALAMO INDEPENDENT

By: _____

Its: President Board of Trustee

LICENSEE:

HIDALGO COUNTY

By: _____

Name: _____

Title: _____



PRECINCT 2 HIKE & BIKE TRAIL (PHASE I)
PROPOSED PARKING LOT DESIGN

