



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 8

MEETING DATE: November 2, 2021

AGENDA PLACEMENT:

- ☐ Ceremonial
- ☒ Consent
- ☐ Individual
- ☐ Closed Session

CAPTION:

Approval of the following License Agreements granting permission of ingress and egress over and on licensed properties for access to metal billboard signs located on licensors' dominant estate properties, and inscribed "Johnson City Home Town of Lyndon B. Johnson", hereinafter "Welcome Signs", for the installation, construction, operation, use, maintenance, repair, modification, upgrade, monitoring, inspecting, replacement, and removal, if necessary, of the Welcome Signs by the City of Johnson City:

- License Agreement between TX-290-1031, LLC and the City of Johnson City for the tract of land described as a portion of that Parcel ABS A0262, Survey 167 Z.J. Hemphill, Acres 44.31; and
- License Agreement between River Campground, LLC and the City of Johnson City for the tract of land located at 1039 N. U.S. Highway 281 and described as part of ABS A0561, Survey 41, J. Shackleford, Acres 45.18. (Staff)

STRATEGIC WORK PLAN:

- | | |
|---|---|
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Goal 5: Improve Fire Safety |
| <input type="checkbox"/> Goal 1: Increase Housing Diversity | <input type="checkbox"/> Goal 6: Improve Streets |
| <input type="checkbox"/> Goal 2: Expand Quality Lodging | <input checked="" type="checkbox"/> Goal 7: Increase Publicity & Promotion of the Community |
| <input type="checkbox"/> Goal 3: Improve Code Enforcement | <input type="checkbox"/> Goal 8: Increase Economic Development Activities |
| <input checked="" type="checkbox"/> Goal 4: Improve Streetscaping & Signage | |

EXECUTIVE SUMMARY:

As directed by City Council on September 14, 2021, City Staff commenced negotiations and document preparation for access / maintenance easements and/or license agreements for Johnson City welcome signage located in three (3) locations.

1. 603 S. U.S. Hwy. 281

Chris Lindig (Security Storage) has agreed to provide an access / maintenance easement from 281 Loop in lieu of a payment to Mr. Lindig for the cost of water impact fees and connection to the City's water system. Said impact fees and connection costs would then be paid to the City prior to connection. The access / maintenance easement will be placed on a subsequent City Council agenda for approval, as the contracted surveying firm has not yet completed the survey documents.

2. 1039 N. U.S. Hwy. 281

Mr. Sheridan Berthiaume, property owner of 1039 N. U.S. Hwy. 281, has executed the attached License Agreement for Welcome Sign access.

3. TX-290-1031, LLC

Mr. Jeff Carter, property owner of a 44.31 acre tract of land along U.S. Hwy. 290, has executed the attached License Agreement for Welcome Sign access.

FINANCIAL:

The City is responsible for the completion of related survey, easement, and license agreement documentation. Moreover, Mr. Lindig's cost of water impact fees and connection to the City's water system is estimated at \$4,825.00

ATTACHMENTS: Proposed License Agreements

SUGGESTED ACTION:

City Staff recommends approval of the following License Agreements granting permission of ingress and egress over and on licensed properties for access to metal billboard signs located on licensors' dominant estate properties, and inscribed "Johnson City Home Town of Lyndon B. Johnson", hereinafter "Welcome Signs", for the installation, construction, operation, use, maintenance, repair, modification, upgrade, monitoring, inspecting, replacement, and removal, if necessary, of the Welcome Signs by the City of Johnson City:

- License Agreement between TX-290-1031, LLC and the City of Johnson City for the tract of land described as a portion of that Parcel ABS A0262, Survey 167 Z.J. Hemphill, Acres 44.31; and
- License Agreement between River Campground, LLC and the City of Johnson City for the tract of land located at 1039 N. U.S. Highway 281 and described as part of ABS A0561, Survey 41, J. Shackleford, Acres 45.18. (Staff)

PREPARED BY: City Staff

DATE SUBMITTED: 10/29/21

LICENSE AGREEMENT

between

RIVER CAMPGROUND LLC AND THE CITY OF JOHNSON CITY

This License Agreement ("Agreement") is made and entered into by and between River Campground, LLC ("Licensor") and the City of Johnson City, Texas, a Type A general-law municipality ("Licensee-City"), collectively the "Parties", and is effective as of the last date of execution by the Parties.

1. **Purpose.** This License Agreement shall grant the Licensee-City permission of ingress and egress over and on Licensed Property, described herein, for access to the metal billboard sign located on the Licensor's dominant estate property, and inscribed "*Johnson City Home Town of Lyndon B. Johnson*", hereinafter "Welcome Sign", for the installation, construction, operation, use maintenance, repair, modification, upgrade, monitoring, inspecting, replacement and removal, if necessary, of the Welcome Sign by the Licensee-City.
2. **Grant of License.** Licensor grants to Licensee-City, its successors and assigns, this License to use that tract of land, as depicted in Exhibit A, and located at 1039 N. U.S. Highway 281, Johnson City, Texas, part of ABS A0561, Survey 41, J. Shackleford, Acres 45.18 ("Licensed Property") for the purpose of access to the Welcome Sign.
3. **Annual Fee.** Licensor agrees to waive an annual fee for the License granted to Licensee-City.
4. **Terms and Conditions:** The following terms and conditions apply to this Agreement:
 - a) *Reserved Rights:* Licensor reserves the right to enter upon and use any portion of the Licensed Property, and the right to convey to others the right to use all or part of the Licensed Property in conjunction with Licensee-City, as long as such use and conveyance are subject to the terms of this Agreement and do not interfere with the use of the Licensed Property by Licensee-City. All City employees and/or subcontractors that enter upon and use any portion of the Licensed Property shall have in effect a Commercial General Liability Policy with a minimum limit of \$500,000 each claim, and \$500,000 aggregate. Such insurance shall be issued by a company authorized to do insurance business in the State of Texas or eligible surplus lines insurers, having an A.M. Best Rating of A- or better.
 - b) *City Obligations:* Licensee-City shall be obligated, and agrees to:
 - 1) Manage the Licensed Property free of debris and litter, and shall have the right to eliminate any encroachments in the Licensed Property that interfere in any material way or are inconsistent with the purpose described herein;
 - 2) Restore or replace to a good and functioning condition, as determined by the Licensee-City in its reasonable discretion, improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Licensee-City's use of the Licensed Property; and
 - 3) Restore the Licensed Property to its original physical condition in the event of termination of the License.
 - c) *No Public Access:* The License shall not be used for, nor designated by the Licensee-City for, public access use. The License is restricted for use solely by the Licensee-City for the purpose of access to the Welcome Sign by the City.

d) *Non-Permitted Activity:*

- 1) The installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence, driveway, road, or other improvement or permanent obstruction, other than modifications or reconstruction to the or construction of a Welcome Sign, is not permitted on the Licensed Property without Licensor consent and approval.
- 2) No hazardous waste shall be placed on the Licensed Property.

e) *Indemnity:* Licensee-City shall be responsible for use of the Licensed Property under the terms of the License. Licensee-City agrees to, and shall indemnify, defend, and hold harmless the Licensor, to the extent allowed by law, against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or in any manner results from the wrongful or negligent act or omission in the use of the License by the Licensee-City, its agents, employees or contractors.

f) *Notice:* Notice required shall be in writing and delivered by personal delivery or by first-class mail addressed to the appropriate party at the addresses noted herein. Notice by mail is effective three days after deposit with the U.S. Mail, or other mail service.

g) *Assignment:* Licensor may not assign, transfer, sublicense, or convey this Agreement without the prior written consent of the Licensee-City.

h) *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of Texas. Venue shall be in Blanco County, Texas.

i) *Term; Termination:*

- 1) This Agreement shall begin on the effective date and continue thereafter for so long as the Licensed Property shall be used for the purpose set forth herein.
- 2) This Agreement may be terminated:

- i) by mutual written consent of the Licensee-City and the Licensor; or
- ii) immediately by the Licensor upon breach of any term of this Agreement and failure by the Licensee-City to timely cure or begin cure of said breach within five days of receipt of notice of the breach from the Licensor; or
- iii) at any time with or without cause by either Party upon written notice to the other party not less than thirty (30) days prior to the proposed date of the termination.

j) *Binding; Recordation.* This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. In accordance, this Agreement shall be filed and recorded at the Blanco County Deed Records.

5. Exhibits; Attachments. The following exhibits and attachments are incorporated fully herein for all intents and purposes:

- 1) Exhibit A: Map of Licensed Tract.
- 2) Attachments: Signature Pages of Licensor and Licensee-City (2).

This Agreement is **AGREED TO**, executed by the Parties, and **EFFECTIVE** on the last date indicated below:

Signature Pages attached.

Licensors Signature Page

Licensors: RIVER CAMPGROUND LLC
By: Sheridan Berthiaume
Printed Name: *[Signature]*
Address: 983 Hwy 281 N
JOHNSON CITY, TX 78636
Date: 10-19-21

Acknowledgment

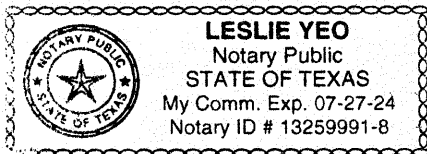
State of Texas §
County of Travis §

Before me, the undersigned notary, on this day personally appeared **LICENSOR**
Sheridan Berthiaume October 19th of 2021,
known to me through valid identification to be the person whose name is subscribed to the preceding
instrument and acknowledged to me that the person executed the instrument in the person's official
capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the 19th day of October, 20 21.

SEAL

[Signature]
Notary Public



Licensee-City Signature Page

Licensee-City: **City of Johnson City**

By: Rhonda Stell, Mayor

Address: P.O. Box 369, Johnson City, Texas 78636

Date: _____

Acknowledgment

State of Texas §
 §
County of Blanco §

Before me, the undersigned notary, on this day personally appeared **LICENSEE-CITY, CITY OF JOHNSON CITY**, by and through its authorized representative, RHONDA STELL, MAYOR, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the _____ day of _____, 20_____.

SEAL

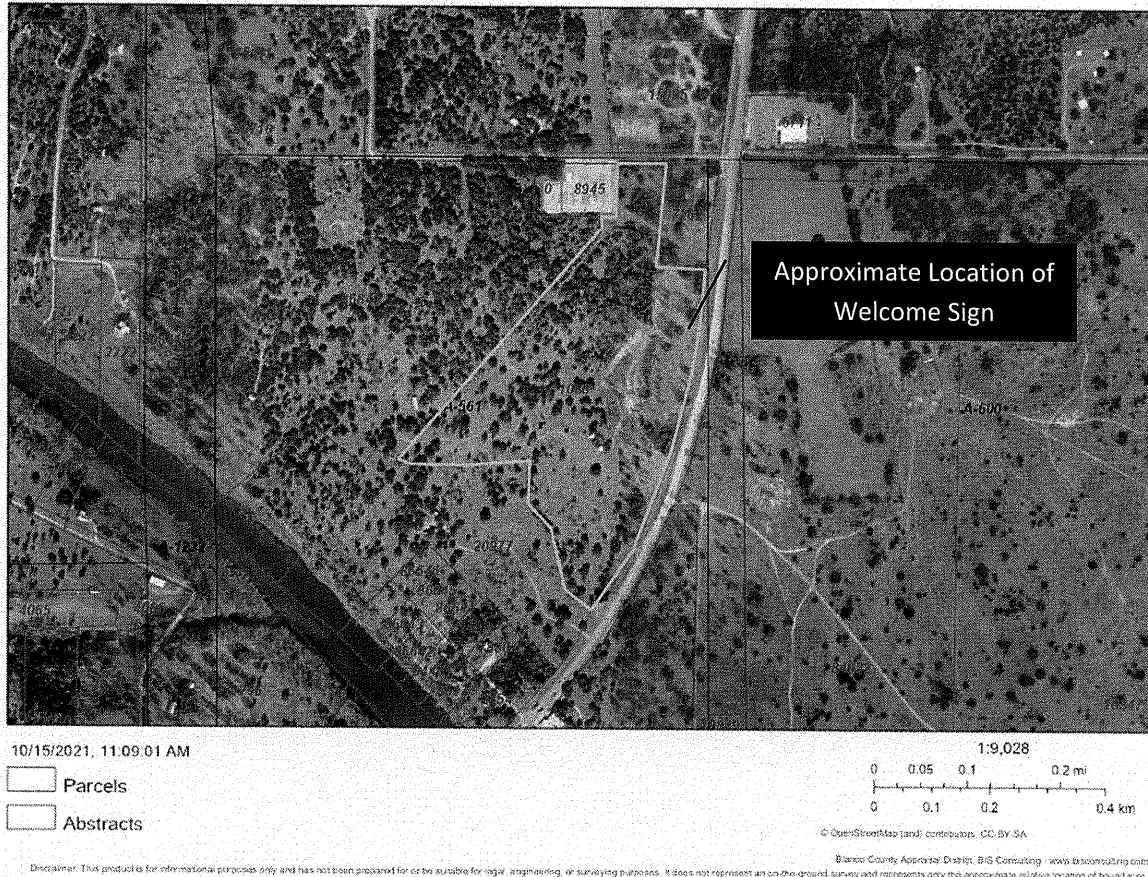
Notary Public

Licensed Property

Map of Parcel with outline of area for License Agreement

1039 N. U.S. Highway 281, Johnson City, Texas, part of ABS A0561, Survey 41, J. Shackelford,
Acres 45.18

River Campground, LLC License Agreement



Additional Description: Licensee-City recognizes that the Parcel currently is or may be under development in the future. Consequently, a direct, accessible route to the Welcome Sign may change over time. Licensors' grant of this License to the Licensee-City to use the tract of land for the purpose of access to the Welcome Sign guarantees Licensee-City's access to the Welcome Sign through a direct, accessible route, as amended from time to time.

LICENSE AGREEMENT
between
TX-290-1031 LLC AND THE CITY OF JOHNSON CITY

This License Agreement ("Agreement") is made and entered into by and between TX-290-1031, LLC ("Licensor") and the City of Johnson City, Texas, a Type A general-law municipality ("Licensee-City"), collectively the "Parties", and is effective as of the last date of execution by the Parties.

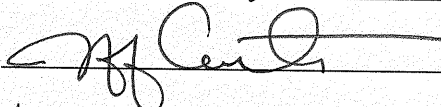
1. **Purpose.** This License Agreement shall grant the Licensee-City permission of ingress and egress over and on Licensed Property, described herein, for access to the metal billboard sign located on the Licensor's dominant estate property, and inscribed "*Johnson City Home Town of Lyndon B. Johnson*", hereinafter "Welcome Sign", for the installation, construction, operation, use maintenance, repair, modification, upgrade, monitoring, inspecting, replacement and removal, if necessary, of the Welcome Sign by the Licensee-City.
2. **Grant of License.** Licensor grants to Licensee-City, its successors and assigns, this License to use that tract of land, as depicted in Exhibit A, and a portion of that Parcel ABS A0262, Survey 167 Z.J. Hemphill, Acres 44.31, ("Licensed Property") for the purpose of access to the Welcome Sign.
3. **Annual Fee.** Licensor agrees to waive an annual fee for the License granted to Licensee-City.
4. **Terms and Conditions:** The following terms and conditions apply to this Agreement:
 - a) *Reserved Rights:* Licensor reserves the right to enter upon and use any portion of the Licensed Property, and the right to convey to others the right to use all or part of the Licensed Property in conjunction with Licensee-City, as long as such use and conveyance are subject to the terms of this Agreement and do not interfere with the use of the Licensed Property by Licensee-City. All City employees and/or subcontractors that enter upon and use any portion of the Licensed Property shall have in effect a Commercial General Liability Policy with a minimum limit of \$500,000 each claim, and \$500,000 aggregate. Such insurance shall be issued by a company authorized to do insurance business in the State of Texas or eligible surplus lines insurers, having an A.M. Best Rating of A- or better.
 - b) *City Obligations:* Licensee-City shall be obligated, and agrees to:
 - 1) Manage the Licensed Property free of debris and litter, and shall have the right to eliminate any encroachments in the Licensed Property that interfere in any material way or are inconsistent with the purpose described herein;
 - 2) Restore or replace to a good and functioning condition, as determined by the Licensee-City in its reasonable discretion, improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Licensee-City's use of the Licensed Property; and
 - 3) Restore the Licensed Property to its original physical condition in the event of termination of the License.
 - c) *No Public Access:* The License shall not be used for, nor designated by the Licensee-City for, public access use. The License is restricted for use solely by the Licensee-City for the purpose of access to the Welcome Sign by the City.
 - d) *Non-Permitted Activity:*

- 1) The installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence, driveway, road, or other improvement or permanent obstruction, other than modifications or reconstruction to the or construction of a Welcome Sign, is not permitted on the Licensed Property without Licensor consent and approval.
 - 2) No hazardous waste shall be placed on the Licensed Property.
- e) *Indemnity:* Licensee-City shall be responsible for use of the Licensed Property under the terms of the License. Licensee-City agrees to, and shall indemnify, defend, and hold harmless the Licensor, to the extent allowed by law, against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or in any manner results from the wrongful or negligent act or omission in the use of the License by the Licensee-City, its agents, employees or contractors.
 - f) *Notice:* Notice required shall be in writing and delivered by personal delivery or by first-class mail addressed to the appropriate party at the addresses noted herein. Notice by mail is effective three days after deposit with the U.S. Mail, or other mail service.
 - g) *Assignment:* Licensor may not assign, transfer, sublicense, or convey this Agreement without the prior written consent of the Licensee-City.
 - h) *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of Texas. Venue shall be in Blanco County, Texas.
 - i) *Term; Termination:*
 - 1) This Agreement shall begin on the effective date and continue thereafter for so long as the Licensed Property shall be used for the purpose set forth herein.
 - 2) This Agreement may be terminated:
 - i) by mutual written consent of the Licensee-City and the Licensor; or
 - ii) immediately by the Licensor upon breach of any term of this Agreement and failure by the Licensee-City to timely cure or begin cure of said breach within five days of receipt of notice of the breach from the Licensor; or
 - iii) at any time with or without cause by either Party upon written notice to the other party not less than thirty (30) days prior to the proposed date of the termination.
 - j) *Binding; Recordation.* This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. In accordance, this Agreement shall be filed and recorded at the Blanco County Deed Records.
- 5. Exhibits; Attachments.** The following exhibits and attachments are incorporated fully herein for all intents and purposes:
- 1) Exhibit A: Map of Licensed Tract.
 - 2) Attachments: Signature Pages of Licensor and Licensee-City (2).

This Agreement is **AGREED TO**, executed by the Parties, and **EFFECTIVE** on the last date indicated below:

Signature Pages attached.

Licensors Signature Page

Licensors: TX 290-1031, LLC
By: 
Printed Name: JEFF CARTER, MANAGER
Address: 3719 S. PLAZA DR
SANTA ANA, CA 92704
Date: 10/15/2021

Acknowledgment

State of Texas §
 §
County of _____ §

Before me, the undersigned notary, on this day personally appeared **LICENSOR**
_____, _____ of _____,
known to me through valid identification to be the person whose name is subscribed to the preceding
instrument and acknowledged to me that the person executed the instrument in the person's official
capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the _____ day of _____, 20____.

SEAL

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 18, 2021 before me, Summer Dabalack, Notary Public
(insert name and title of the officer)

personally appeared Jeff Carter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

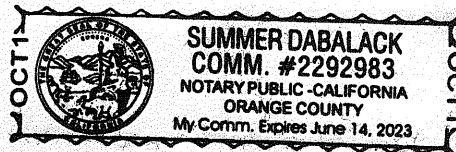
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Summer Dabalack

(Seal)



Licensee-City Signature Page

Licensee-City: **City of Johnson City**

By: Rhonda Stell, Mayor

Address: P.O. Box 369, Johnson City, Texas 78636

Date: _____

Acknowledgment

State of Texas §
 §
County of Blanco §

Before me, the undersigned notary, on this day personally appeared **LICENSEE-CITY, CITY OF JOHNSON CITY**, by and through its authorized representative, RHONDA STELL, MAYOR, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the _____ day of _____, 20_____.

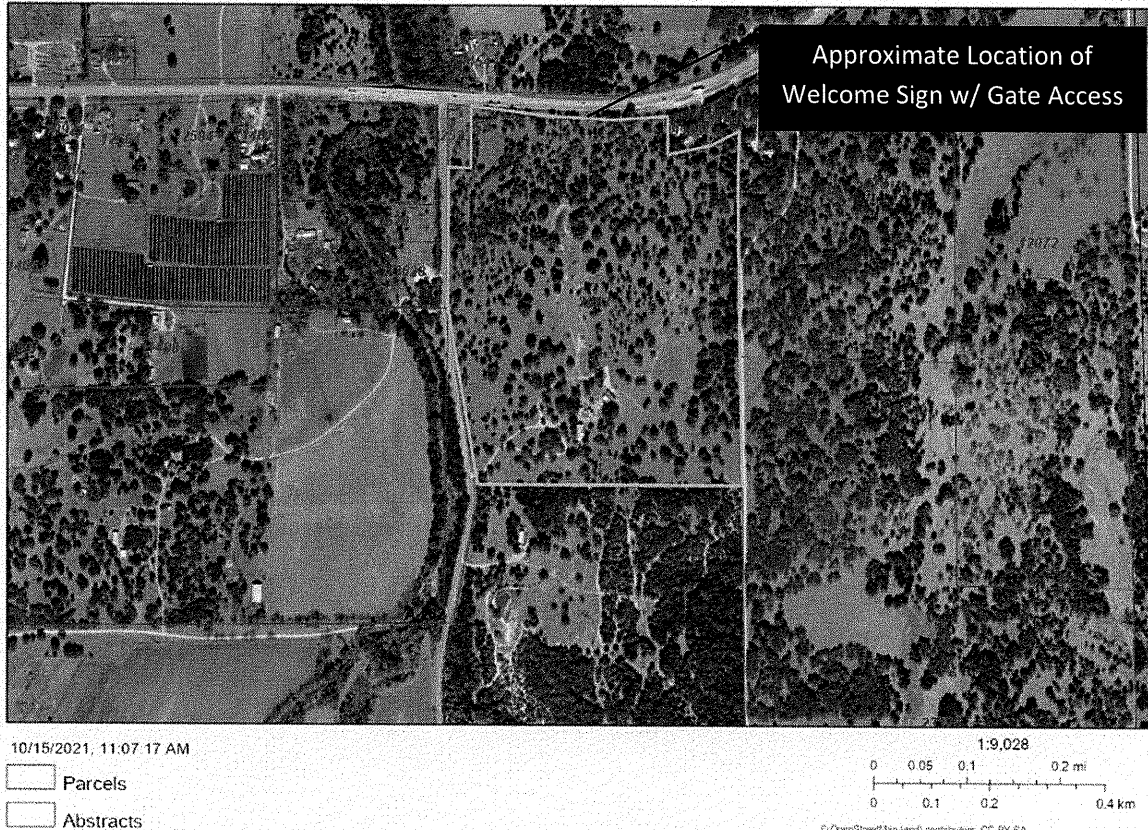
SEAL

Notary Public

Licensed Property

Map of Parcel with outline of area for License Agreement
a portion of that Parcel ABS A0262, Survey 167 Z.J. Hemphill, Acres 44.31

TX-290-1031, LLC License Agreement



Additional Description: Licensee-City recognizes that the Parcel currently is or may be under development in the future. Consequently, a direct, accessible route to the Welcome Sign may change over time. Licensor's grant of this License to the Licensee-City to use the tract of land for the purpose of access to the Welcome Sign guarantees Licensee-City's access to the Welcome Sign through a direct, accessible route, as amended from time to time.