



Highland Mall

Item A3

Re: Modification of Highland Mall License Agreement

Dear Judge Biscoe,

In response to some concerns raised by Travis County staff regarding the license agreement between Travis County (Licensee) and the Austin Community College District (ACC or Licensor) for the County to use Suite 1390 at Highland Mall as a voting center for the upcoming November 6, 2012 elections, we are willing to modify the license agreement, a copy of which is attached, as follows:

1. Licensor grants Licensee permission to install signage on the Licensed Premises (a) to inform the public of the Travis County's use of the Licensed Premises for election purposes, (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Licensed Premises to vote, and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. Notwithstanding any provision to the contrary, Licensor authorizes electioneering outside a 100 foot radius from the Licensed Premises.
2. Licensor agrees not to alter the location of the Licensed Premises:
3. Licensor agrees not to revoke or terminate the license unless Licensee fails to meet its obligations under the license agreement:
4. Licensor agrees to delete Paragraph 2 of Section VII, entitled "Hours of Operation."
5. Licensor agrees to delete Paragraph 3 of Section VII, entitled "Sales Reports/Audit."
6. Licensor agrees to delete the following sentence in Paragraph 4 of Section VII, entitled "Condition of Licensed Premises":

If You do not fulfill Your obligations to repair and maintain the Licensed Premises, We have the right to do this for You, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs.

7. Licensor agrees to delete Subparagraph (q) of Paragraph 5 of Section VII.
8. Licensor agrees that, so long as no default has occurred and is continuing under the License Agreement, Licensee shall have the right to self-insure the above-mentioned risks in accordance with generally accepted practices for self-insurance, which self-insurance shall be deemed to satisfy the requirements of Paragraph 6 of Section VII; provided, however, Licensee must furnish to Licensor evidence that Licensee is self-insured in accordance with applicable laws and resolutions of Travis County, Texas in a form reasonably satisfactory to Licensor.



Highland Mall

- 9. It is our understanding that the County does not have legal authority to indemnify the Licenser. Therefore, we agree to delete Paragraph 7 of Section VII, entitled "Indemnity."

Except for the modifications set forth in Paragraphs 1-9 above, the License Agreement will remain in full force and effect in accordance with its original terms.

If you agree to the above modifications to the License Agreement, please sign below and date this letter in the space provided below, and return it to my attention. We agree that this modification of the License Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the modification.

Sincerely,

LICENSOR:

AUSTIN COMMUNITY COLLEGE DISTRICT

By: JONES LANG LASALLE, INC., Managing Agent

By: 

Name: Dennis Backstrom

Title: General Manager

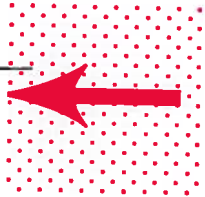
By signing below, Licensee agrees to the modifications set forth above to the License Agreement between Travis County and Austin Community College District.

LICENSEE:

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
Travis County Judge



Date: _____