

## **LICENSE AGREEMENT**

This License Agreement (hereinafter, "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the WILLIAMSON COUNTY, TEXAS, (hereinafter "Licensor"), and GRAND REPUBLIC CONSTRUCTION FABRICATION, INC., (hereinafter, "Licensee", whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public right-of-way Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public right-of-way Property; and

NOW, THEREFORE, it is agreed as follows:

### **License**

1. Licensee shall have the right to excavate and remove earthen material contained within the limits identified on Exhibit "A". Licensee shall not remove any material below the 950 ft. elevation line as shown on Exhibit "A", and shall only remove material between Station 769+00 and 772+50 of the proposed Ronald Reagan Blvd. roadway improvements as shown on Exhibit "A".

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license. However, any material separated and removed by Licensee pursuant to the conditions set out herein shall become the property of Licensee upon removal.

It is further understood that within 30 days after completion of the excavation activities, or upon termination of this agreement as set out herein, Licensee shall place a minimum of six (6) inches of topsoil over any excavated or affected areas of the Property, and shall revegetate any such affected areas according to Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004, Item 164.

### **Consideration**

2. In consideration for this license, Licensee shall pay Licensor \$10.00 and other valuable consideration.

### **Nonassignable**

3. This license granted in this Agreement is personal to Licensee. Any assignment of this Agreement without the consent of Licensor will automatically terminate the license.

### **Termination of Agreement**

4. This Agreement is terminable by either party at will by the giving of 14 days actual notice to the other party, or on May 31<sup>st</sup>, 2011, whichever occurs first.

### **Indemnity**

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license and activities on the Property under this Agreement.

### **Release**

6. Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

### **Venue**

7. This Agreement shall be construed under and according with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### **Notice**

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

**LICENSOR:** Williamson County, Texas  
Attn: County Engineer  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**LICENSEE:** Grand Republic Construction  
Attn: Ed Albrect  
804 South Main  
Georgetown, Texas 78628

IN WITNESS WHEREOF, this AGREEMENT is executed on the dates indicated.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Dan A. Gattis, Williamson County Judge  
Date Signed: \_\_\_\_\_

**GRAND REPUBLIC FABRICATION, INC.**

By: Ed Albrect  
Ed Albrect, President  
Date Signed: 2/15/11

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Dan A. Gattis, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ day of February, 2011.

NOTARY PUBLIC in and for the  
State of Texas

STATE OF TEXAS )  
COUNTY OF WILLAMSON )

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Ed Albrecht, President of Grand Republic Fabrication, Inc., on behalf of said business, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

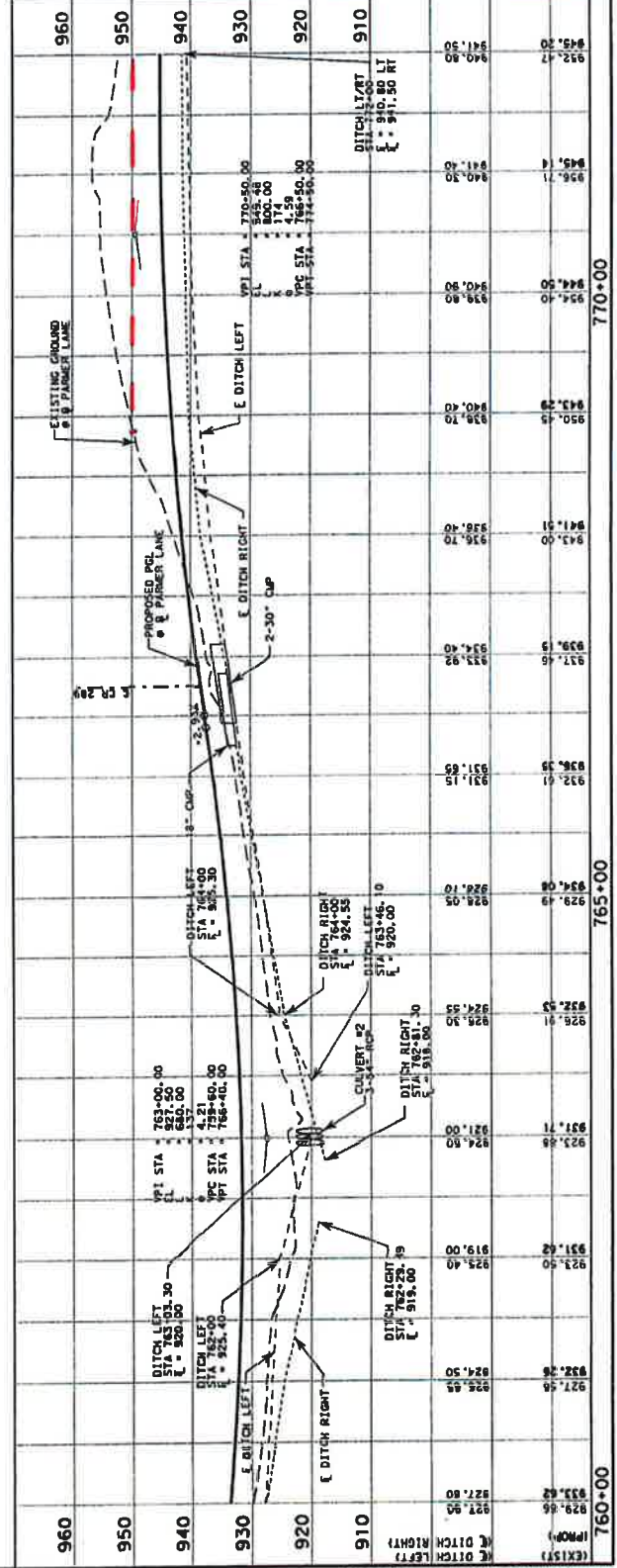
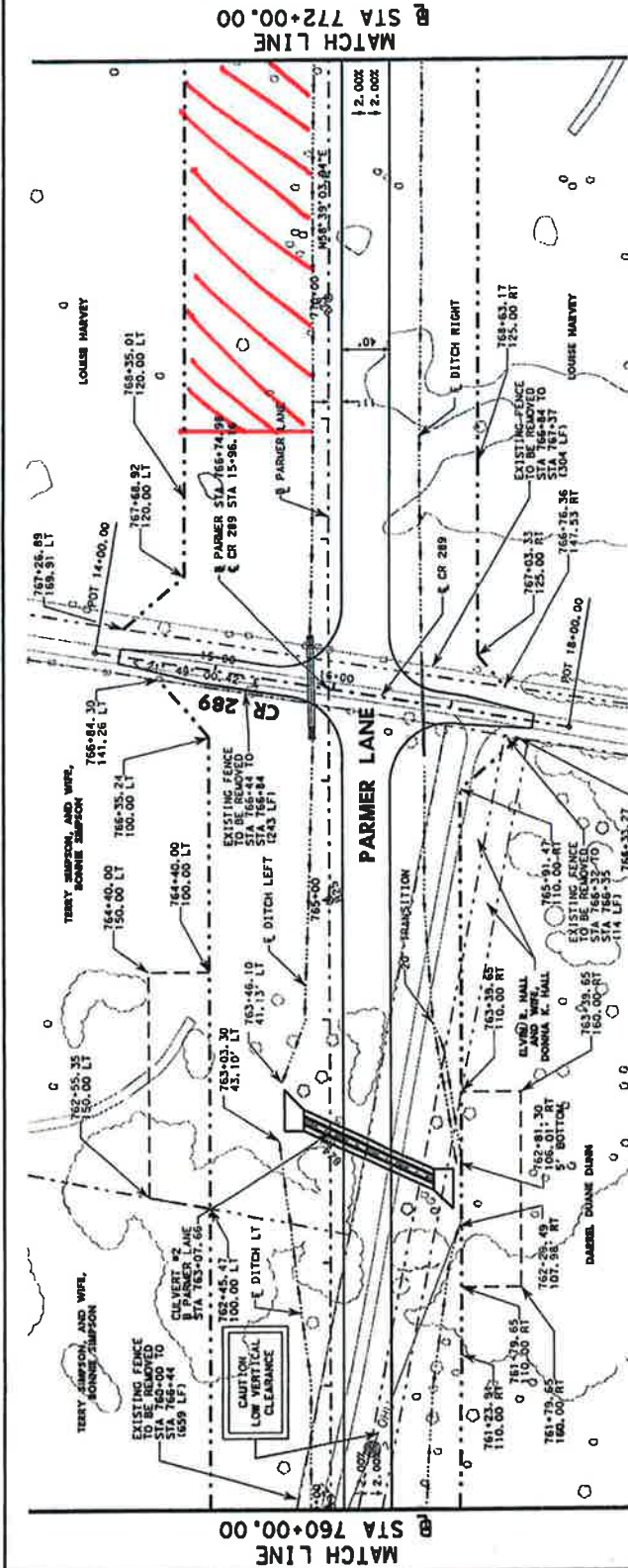
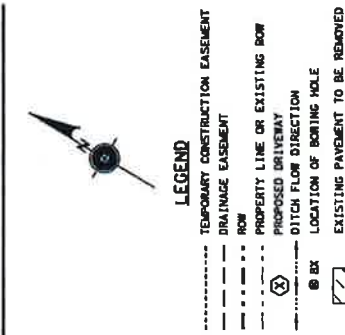
Given under my hand and seal of office on this the 15<sup>th</sup> day of February, 2011.



Nickey Lawrence  
NOTARY PUBLIC in and for the  
State of Texas

After Recording, Please Return To:

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664



**PBS&J**

**PARMER LANE**

**PLAN & PROFILE**

**STA 760+00.00 TO 772+00.00**

SCALE: 1"=100' HORIZ  
1"=20' VERT

DESIGNER: G.A.L.  
CHECKER: C.L.M.  
DRAWN: G.A.F.

WILLIAMSON COUNTY  
JOB NO. XXXX  
SHEET 64