

LICENSE AGREEMENT

This License Agreement is made this ____ day of _____, 2016, by and between WILLIAMSON COUNTY, TEXAS (hereinafter "Licensor"), and WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT 23 (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 rights-of-way located within the Property; and

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

NOW, THEREFORE, it is agreed as follows:

I. License

- 1.1 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "A":
- a. Two (2) entry signs at the entrance of Kauffman Loop at Highway 29;
 - b. One (1) rail fence extending west from Kaufman Loop on the north side of Highway 29;
 - c. One (1) half wall on the east and west side of Kauffman Loop, directly to the north of the entry signs on Kauffman Loop;
 - d. One (1) tower/sign in the median of Kauffman Loop at the Highway 29 entrance;
 - e. One (1) enhanced bridge crossing, including rail, columns, and stone veneer, on Kauffman Loop;
 - f. One (1) stone screening wall on the west side of Kauffman Loop;
 - g. Fifty nine (59) wall columns measuring 2' x 2' on the west side of Kauffman Loop;
 - h. One (1) entry sign at the entrance of Kauffman Loop at Ronald Reagan Blvd.;
 - i. One (1) entry sign at the at the entrance of Morningstar Blvd. at Kauffman Loop;
 - j. Two (2) entry columns at the entrance of Morningstar Blvd. at Kauffman Loop;
 - k. Two (2) neighborhood signs on Morningstar Blvd.; and
 - l. Such other signs, fixtures, and improvements approved by Licensor.
- 1.2 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.
- 1.3 It is further understood the Licensor has no duty to maintain, operate, replace, upgrade, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

II. Consideration

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

III. Nonassignability

- 3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable for the purpose of off-premise advertising or signage. Any assignment in violation of this Agreement will automatically terminate the license. Notwithstanding the foregoing, Licensee shall be permitted to assign Licensee's license under this Agreement to any assignee acquiring all or a portion of Licensee's property adjacent to the Property, or to the respective homeowners or property owner's association, provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

IV. Terminable at Will

- 4.1 This Agreement is terminable by either party at will by the giving of 60 days actual notice to the other party. Upon termination, if Licensee does not remove any improvements prior to the termination date any improvements to the Property will become the property of Licensor and it is agreed that Licensor will not need to reimburse Licensee for any costs expended for said improvements.

V. Indemnity

- 5.1 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 under this Agreement.

VI. Release

- 6.1 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.

VII. Venue

- 7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

VIII. Notice

- 8.1 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 Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

LICENSEE: Williamson County Municipal Utility District 23
Attn: SK Law
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056

IN WITNESS WHEREOF, this AGREEMENT is executed on this _____ day of _____, 2016.

(signatures on following page)

LICENSOR:
WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

LICENSEE:
WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT 23

By: _____
Kris Ehler, President

Date: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2016,
by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein
indicated.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on this 9 day of May, 2016,
by Kris Ehler, President of Williamson County Municipal District 23,
whose name is subscribed to the preceding instrument, and acknowledged to me that he executed
it for the purposes and consideration expressed in it.



Kay-La J. Hughes
Notary Public in and for the State of Texas



EXHIBIT A

MORNINGSTAR
LIBERTY HILL, TEXAS

