

LICENSE AGREEMENT
[SONTERRA BOULEVARD]

THIS LICENSE AGREEMENT (this "*License*") is entered into effective _____, 2018 between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (the "*County*"), and **SONTERRA MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("*Licensee*"), and is as follows:

I. PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from the County to install and maintain sidewalks, trails, lighting, landscaping and irrigation and signage (collectively, "*Licensee's Improvements*") upon the portions of the County's right-of-way, located outside of the roadway. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way depicted in red on the attached **Exhibit "A"** (the "*Licensed Property*").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal ordinances, laws, and regulations existing at the time the construction and maintenance is performed.

II. NO ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County and its successors, assigns, lessees, grantees and licensees to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Irrigation operation that is deemed detrimental to the County's infrastructure will be corrected by Licensee within 30 days of receipt of written notice from the County. The cost of all adjustments will be at the sole expense of Licensee. If, after 30 days from the initial notice of detrimental irrigation operations, the County Engineer determines the operations remain unsatisfactory, the irrigation in question within the Licensed Property will be terminated to the extent required by the County Engineer at the sole expense of Licensee. Any signage and sign supports must be approved by the County prior to the initiation of construction of the signage.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee, wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to Licensee, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement general liability insurance coverage, written by a company acceptable to the County and licensed to do business in Texas or by the Texas Municipal League Intergovernmental Risk Pool, with a combined single limit of not less than Five Hundred Thousand and No/100s Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relating to the Licensed Property. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. A renewal or replacement policy or coverage must be provided by Licensee prior to the termination of any then-existing policy or coverage.

V. INDEMNIFICATION

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COUNTY), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, AND OFFICERS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY CONTRACTOR OF LICENSEE, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH LICENSEE'S IMPROVEMENTS ON THE LICENSED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES.

B. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COUNTY), AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS CONTRACTORS, ANYONE EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all costs of replacing or repairing any property of the County that is damaged or destroyed as a result of work authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County may give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the thirty (30)-day period, the County may, in addition to other remedies available herein or by law to the County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses reasonably incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for the purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the thirty (30)-day notice period, remove Licensee's Improvements from the portion of the Licensed Property as to which this Agreement is being terminated. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee agrees that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), upon thirty (30) days' written notice to Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

- (1) the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
- (2) use of the Licensed Property becomes necessary for a public purpose;
- (3) the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
- (4) despite thirty (30) days' written notice to Licensee, any maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (5) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties will be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and

construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the County at:

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
J. Terron Evertson, P.C. (or successor)
3151 S. E. Inner Loop, Suite B

To the District at:

Sonterra Municipal Utility District
c/o Armbrust & Brown, PLLC
Attn: Sue Brooks Littlefield
100 Congress Avenue, Suite 1300
Austin, Texas 78701

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the District, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

[The remainder of this page has been intentionally left blank, and the signature page or pages follow.]

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2018 (the "*Effective Date*").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2018 by Dan A. Gattis, as County Judge of Williamson County, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

LICENSEE:

SONTERRA MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

By: _____
John Faske, President
Board of Directors

Date: 5/21/2018

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 21st day of May, 2018 by John Faske, President of SONTERRA MUNICIPAL UTILITY DISTRICT, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

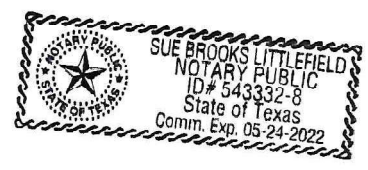


EXHIBIT "A" LICENSED PROPERTY

