

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “**Agreement**”) is made this ____ day of _____, 2019 (the “**Effective Date**”) between COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (“**Licensor**”) and THE CITY OF GEORGETOWN, a Texas home rule municipal corporation, whose mailing address is P.O. Box 409, Georgetown, Texas 78727 (“**Licensee**”).

RECITALS:

WHEREAS, Licensor is owner of that certain tract called 1.48 acres of land, more or less, being all of Block No. Thirteen (13) in Shell’s Addition to the city of Georgetown, Williamson County, Texas, as shown by the Plat of said Addition recorded in Cab. A Slide 40B, of the Official Public Records of Williamson County, Texas, and being the same land heretofore conveyed to Williamson County, Texas, by deed dated August 30, 1916, and recorded as Document No. 191601901 in the Deed Records of Williamson County, Texas (hereinafter referred to as the “**Property**”);

WHEREAS, Licensee plans to close 6th Street East where it crosses across the Property and replace the existing roadway paving with sod and paving for new parking areas as shown on **Exhibit “A”** attached to this Agreement and by this reference incorporated within it (“**Licensee Improvements**”);

WHEREAS, to construct said Licensee Improvements, Licensee needs temporary access to a portion of the Property, shown on **Exhibit “B”** attached to this Agreement and by this reference incorporated within it (the “**License Area**”).

WHEREAS, Licensee wishes to utilize the License Area for temporary ingress and egress, to undertake such ground work, asphaltting and repaving, striping or grading necessary for the installation of the Licensee Improvements and the restoration of the Property; and

WHEREAS, Licensor has agreed to grant Licensee the right to use the License Area for such purpose, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties have agreed as follows:

1. **Grant of License:** Licensors hereby grants to Licensee, for the duration of this Agreement, the exclusive right, privilege and permission to use the License Area for Licensee's ingress and egress, to undertake ground work, asphaltting and repaving, striping or grading necessary for the installation of the sidewalks and ramps and restoration of the Property, and only for such purpose.
2. **Consideration for the License:** As consideration for the rights granted herein to Licensee, Licensee shall pay to Licensors, upon full execution hereof, a one time license fee (the "License Fee") of One and No/100 Dollars (\$1.00).
3. **Title of Licensors:** Licensee acknowledges the legal title of Licensors to the License Area and agrees to never deny this title or to claim title in Licensee's name.
4. **Maintenance and Repair of the License Area:** Licensee shall be solely responsible for the maintenance and repair of the License Area at all times that this Agreement is in effect. Upon completion of the Licensee Improvements, Licensee shall restore the surface of the License Area to the condition in which the same was found before any such work was undertaken, and Licensee's right to use any portion of Licensors's Property shall thereupon terminate for all purposes.
5. **Vacation, Abandonment or Transfer of License Area.** In the event that Licensors elects to vacate, abandon or transfer the License Area, Licensors shall provide Licensee with at least thirty (30) days written notice thereof, at the address hereinabove provided.
6. **Assignment.** Licensors may freely transfer its interest in the License Area and in this Agreement at any time. Licensee may not at any time transfer or assign all or any portion of the rights granted to Licensee herein.
7. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Expiration of License:** This license shall expire on March 31, 2020, or upon completion of installation activities by Licensee, whichever occurs first. Upon expiration of the license, title and ownership of all improvements made to the License Area by Licensee shall pass to Licensor. Licensor agrees and does accept that all maintenance and repair of said improvements thereafter shall be the responsibility of Licensor, its successors and assigns; provided, however, Licensee hereby agrees to maintain and repair any sidewalks placed on Licensor's Property.

[The remainder of this page is intentionally left blank]

LICENSOR:

COUNTY OF WILLIAMSON, TEXAS

By: _____
_____, County Judge

LICENSEE:

THE CITY OF GEORGETOWN, a Texas home
rule corporation.

By: _____
Name: WESLEY WRIGHT
Title: SYSTEMS ENGINEERING DIRECTOR

Acknowledgments

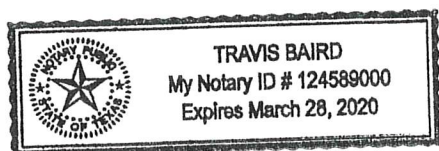
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2019, by _____, County Judge of the County of Williamson, Texas.

Notary Public, State of Texas

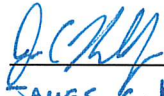
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 1st day of May, 2019, by WESLEY WRIGHT in his official capacity as DIR. SYSTEMS ENG., a Texas home-rule municipal corporation, on behalf of said corporation.



Travis Baird
Notary Public, State of Texas

APPROVED, AS TO FORM:



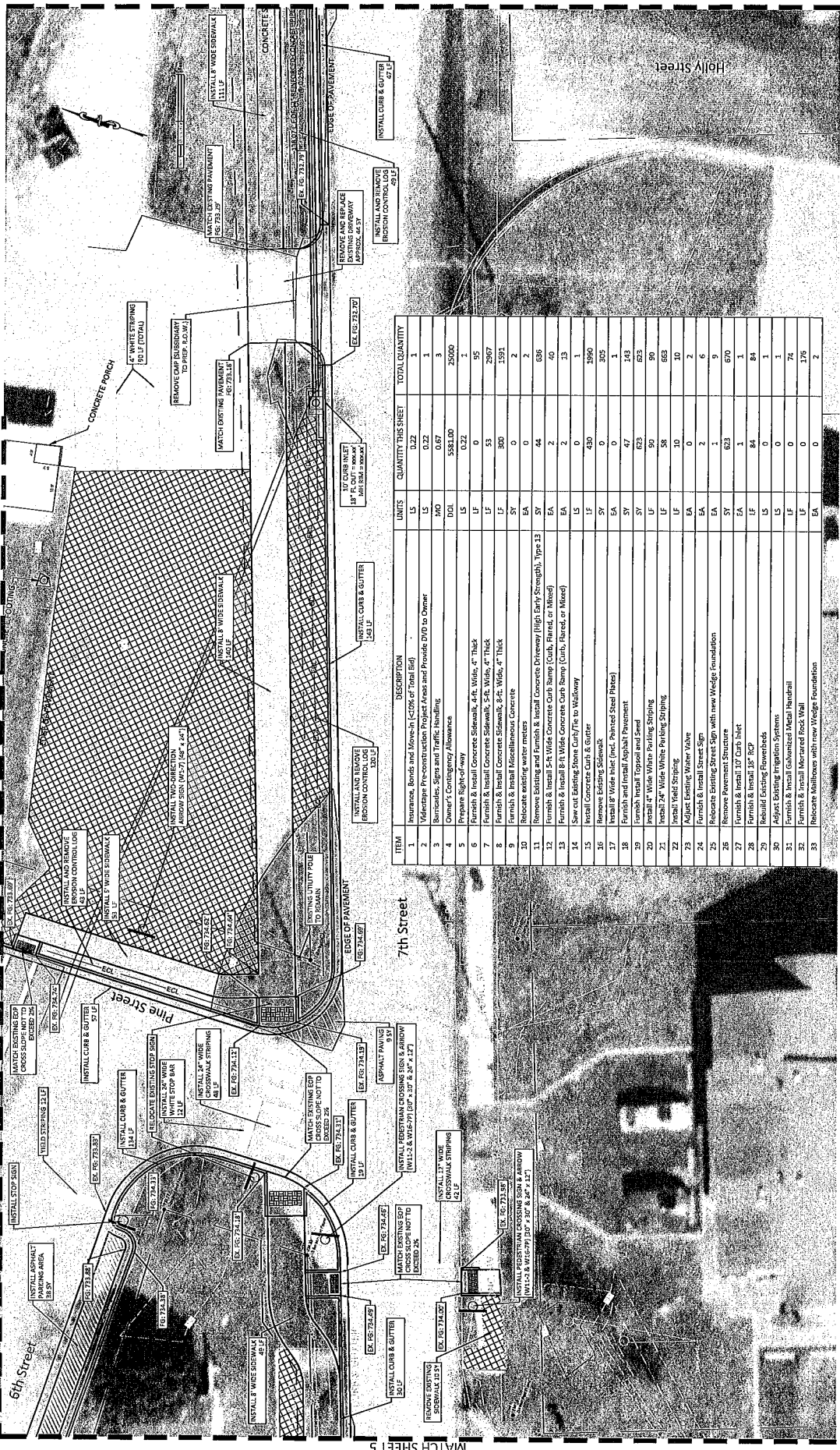
SAMS C. KACHELMAYER

_____, Asst. City Attorney

EXHIBIT A

MATCH SHEET 18

MATCH SHEET 5



ITEM	DESCRIPTION	UNITS	QUANTITY THIS SHEET	TOTAL QUANTITY
1	Insurance, Bonds and Moneys (50% of Total Bid)	LS	0.22	1
2	Vandalism Pre-construction Project Fees and Provide DVD to Owner	LS	0.22	1
3	Baricades, Signs and Traffic Handling	MO	0.67	3
4	Owner's Contingency Allowance	DOL	5881.00	25000
5	Prepare Right-of-way	LS	0.22	1
6	Furnish & Install Concrete Sidewalk, 4-ft. Wide, 4" Thick	LF	0	95
7	Furnish & Install Concrete Sidewalk, 5-ft. Wide, 4" Thick	LF	53	2967
8	Furnish & Install Concrete Sidewalk, 5-ft. Wide, 4" Thick	LF	300	1591
9	Furnish & Install Miscellaneous Concrete	SY	0	2
10	Relocate existing water meters	EA	0	2
11	Remove Existing and Furnish & Install Concrete Driveway (High Early Strength), Type 13	SY	44	636
12	Furnish & Install 5-ft. Wide Concrete Curb Ramp (Curb, Handed or Mixed)	EA	2	40
13	Furnish & Install 8-ft. Wide Concrete Curb Ramp (Curb, Handed or Mixed)	EA	2	13
14	Saw cut Existing Stone Curb/Tie to Walkway	LS	0	1
15	Install Concrete Curb & Gutter	LF	430	1590
16	Remove Existing Sidewalk	SY	0	305
17	Install 6" Wide Inlet (incl. Painted Steel Plates)	EA	0	1
18	Furnish and Install Asphalt Pavement	SY	47	143
19	Furnish Install Topsoil and Seed	SY	623	623
20	Install 4" Wide White Parking Striping	LF	90	90
21	Install 24" Wide White Parking Striping	LF	58	663
22	Install Yield Striping	LF	10	10
23	Adjust Existing Water Valve	EA	0	2
24	Furnish & Install Street Sign	EA	2	6
25	Relocate Existing Street Sign with new Wedge Foundation	EA	1	9
26	Remove Pavement Structure	SY	623	670
27	Furnish & Install 10" Curb Inlet	EA	1	1
28	Furnish & Install 18" RCP	LF	84	84
29	Rebuild Existing Flowerbeds	LS	0	1
30	Adjust Existing Irrigation Systems	LS	0	1
31	Furnish & Install Galvanized Metal Handrail	LF	0	74
32	Furnish & Install Mortared Rock Wall	LF	0	176
33	Relocate Mailbox with new Wedge Foundation	EA	0	2

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STEGER & BIZZELL

PROJECT NO. 22564

SHEET 11 of 28

SIDWALK LAYOUT 6

for

OLD TOWN NORTHEAST SIDEWALKS

CITY OF GEORGETOWN

WILLIAMSON COUNTY, TEXAS

NO.	REVISION	BY	DATE

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
PERMITTED BY	DATE

EXHIBIT B

