

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "license") is made and entered into effective the 10th day of August, 2011, by and between WILLIAMSON COUNTY, TEXAS whose address is c/o Road and Bridge Department, 3151 S.E. Inner Loop Blvd., Suite B, Georgetown, TX 78626 ("Licensee") and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership whose address is 3404 Glenview Avenue, Austin, Texas, 78703 ("Licensor").

WITNESSETH

WHEREAS, Licensor is the current owner of certain real property in Williamson County, Texas, which is more particularly described in that certain Special Warranty Deed dated December 31st, 1997 from Tom E. Nelson, Jr. and Nelson Homestead Management, L.L.C. as "Grantor" to Nelson Homestead Family Partnership, Ltd. as "Grantee" recorded as document No. 9824078 in the Official Records of Williams County, TX (the "Property").

WHEREAS, Licensee desires to construct and maintain a drainage channel over and across a portion of the Property not to exceed two acres for the sole purpose of storm water runoff drainage under Williamson County Road 110, and Licensor is willing to allow Licensee to construct and maintain a drainage channel over and across the Property, but only in accordance with the terms of this License.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this license, Licensee is hereby granted the right to construct and maintain a drainage channel over and across approximately 1.3 acres of land, more or less, located Southwest of the intersection of Chandler Road/University Blvd. and Williamson CR 110, as generally depicted by sketch in **Exhibit "A"** attached hereto, for the sole purpose of storm water runoff drainage from Williamson County Road 110 (the "Planned Use"). The term of such Planned Use shall be for an initial period of three (3) years, commencing on August 10, 2011, and terminating on August 9, 2014, and thereafter from year to year unless sooner terminated according to the terms of this License. This License is non-exclusive and is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose.
2. **Ownership by Licensor.** Licensee acknowledges that all rights, title and interest in and to the Property belong to Licensor.
3. **No Partnership.** No act by an associate, legal representative, employee, agent, servant, guest or invitee of Licensee shall bind or obligate Licensor. No partnership or joint venture, agency, or fiduciary relationship between Licensor and Licensee is intended and none shall be inferred from the License.

4. **Licensor's Right to Cancel.** Licensor shall have the right to cancel this License at will upon giving Licensee ninety (90) days notice of its intent to cancel. In the event of either the termination or cancellation of this License by Licensor, this License shall become null and void. In the event Licensor cancels this License, and Licensee has substantially complied with the conditions set forth in Paragraph 5 (a) and 5 (b) below during the License period, then Licensee shall not be responsible for filling the drainage channel upon termination.
5. **Additional Conditions.** In addition to other matters specified herein, this License is subject to the following conditions, terms and reservations:
 - a) No improvements, equipment, or structures of any kind shall be constructed or placed on the Property, or any portion thereof, without the express written approval of Licensor, which approval may be granted or denied in the sole discretion of Licensor;
 - b) Licensee shall, at its sole cost and expense, design and construct the drainage channel to ensure there is no pooling of water or significant flooding on the Property as a result of this Agreement. No dirt or other materials of any kind shall be removed from the Property without the express written consent of Licensor, and Licensee agrees to move any excavated dirt or materials to a location on the Property specified by Licensor;
 - c) Licensee shall, at its sole cost and expense, properly fence the water gap at the perimeter boundary of the Property so that : (i) livestock remained contained within the boundary fence and cannot escape through the water gap, and (ii) water and debris can pass to the drainage channel without damaging or impeding the boundary fence.
 - d) Licensee acknowledges that Licensor leases the Property for agricultural use, including grazing and maintaining livestock, and Licensee shall keep all gates on the Property closed. No fences may be cut or damaged in any way. Licensee shall contact the agricultural tenants, Dennis Davidson (512-828-2260) and Buster Davidson (512-818-1206) and notify them prior to performing any work on the Property (including construction of the draining channel or fencing the water gap), or entering the property at any time:
6. **Assignment.** Neither this License nor any rights, duties, or obligations hereunder shall be assignable by Licensee, and any attempt to make such an assignment will be null and void and will terminate this License and all privileges granted to Licensee hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under this License.
7. **Entire Agreement; Amendment.** This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.
8. **Governing Law; Partial Invalidity.** This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License should be held invalid, the remainder of this License shall continue

in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License.

9. **No Representations or Warranties.** LICENSEE EXPRESSLY UNDERSTANDS THAT LICENSOR HAS NO DUTY OR OBLIGATION WHATSOEVER, UNLESS OTHERWISE SET FORTH IN THIS AGREEMENT, TO MAINTAIN THE PROPERTY, OR ANY PORTION THEREOF, FOR THE BENEFIT OF LICENSEE OR LICENSEE'S INVITEES. Licensor shall have no responsibility, liability, or obligation with respect to any property of Licensee, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee. LICENSEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY. LICENSEE ACCEPTS THE CURRENT AND FUTURE PHYSICAL CONDITION OF THE PROPERTY AS IS WITH ALL FAULTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO IMPLIED OR EXPRESS REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY LICENSEE, THE SAFETY OR SECURITY OF THE PROPERTY, OR ANY PORTION THEREOF, OR THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LICENSE.

IN WITNESS WHEREOF, the parties hereto have executed this License on the date and year first above written.

LICENSEE:

WILLIAMSON COUNTY, TEXAS

By: 

Printed Name: DAVID A. GATTI

Title: 09-14-2011

LICENSOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a
Texas limited partnership

By: Nelson Homestead Management, LLC, a Texas limited
liability company, its general partner

By: 

John C. Nelson, Manager