

LICENSE AGREEMENT

[C.R. 175 – Sam Bass Road]

This License Agreement is made this 21st day of March, 2016, by and between WILLIAMSON COUNTY, TEXAS (hereinafter "Licensor"), and VISTA OAKS MUNICIPAL UTILITY DISTRICT (hereinafter, "Licensee").

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;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein contained, the Consideration described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. License

- 1.1 Licensee shall have the right to survey, install, construct, operate, inspect, maintain, repair, replace, and make connections to a masonry subdivision perimeter fence and related appurtenances ("Fence Improvements") in, on, and over the Property as indicated in Exhibit "A". Licensor and Licensee agree that, to the extent practicable, the Fence Improvements will be installed in the same general location as the original subdivision fencing, the routing of which is depicted on Exhibit "A".
- 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 ownership interest or estate of any kind (other than a license) 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 of the Fence Improvements installed or constructed by Licensee in or upon the Property, including the payment of any fees of any kind associated with any of such Fence Improvements. However, Licensor agrees that Licensor will not use the Property in any manner that unreasonably conflicts or interferes with the Fence Improvements or Grantee's rights hereunder.

II. Consideration

- 2.1 In consideration for this license, Licensee shall pay Licensor a one-time fee of \$10.00.

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 Vista Oaks Owners Association, Inc. (the "HOA"), the homeowners' association for the Vista Oaks community, 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. Further, in the event that Licensee is annexed and dissolved by Licensor or other municipality with jurisdiction to do so and Licensee does not continue as a limited purpose district with authority to maintain the Fence Improvements, then Licensee's interest in and to this Agreement will automatically be deemed to have been assigned to the HOA.

IV. Terminable at Will

- 4.1 This Agreement is terminable by either party at will by the giving of 120 days written notice to the other party. Upon termination, any Fence Improvements not removed from the Property prior to termination will become the property of Licensor and it is agreed that Licensor will not need to reimburse Licensee for any costs expended for said Fence Improvements.

V. Indemnity

- 5.1 Licensee shall comply with the requirements of all applicable laws, rules and regulations, and, to the extent permitted by law, 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 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 three business days after postmark 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: Visa Oaks Municipal Utility District
c/o Armbrust & Brown, PLLC
ATTN: John Bartram
100 Congress Avenue, Suite 1300
Austin, Texas 78701

IX. Miscellaneous

- 9.1 Except for a written waiver signed by the party to be charged, any action or inaction by a party with respect to any provision of this License, including, but not limited to, a party's failure to enforce any provision of this License, will not constitute a waiver of that provision or any other provision of this License. Any waiver by a party of any provision of this License will not constitute a waiver of any other provision of this License.
- 9.2 Any section headings in this License are for reference only and will not modify or affect the interpretation of this License in any manner whatsoever.
- 9.3 If any provision of this License is held invalid, the remainder of this License will continue in full force and the invalid provision will be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision.
- 9.4 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.

IN WITNESS WHEREOF, this AGREEMENT is executed effective this 21st day of March, 2016.

(signatures on following page)

COUNTERPART SIGNATURE PAGE TO LICENSE AGREEMENT

LICENSOR:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis, County Judge

Date: 05-04-2016

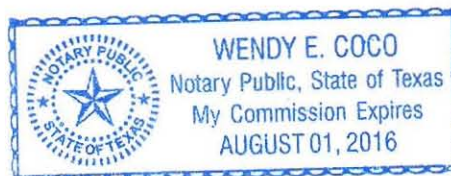
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 4th day of May, 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



COUNTERPART SIGNATURE PAGE TO LICENSE AGREEMENT

LICENSEE:

**VISTA OAKS MUNICIPAL UTILITY
DISTRICT**

By: _____

Mike Asbury, President, Board of Directors

Date: _____

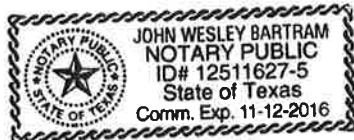
3/21/16

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 21st day of March, 2016,
by Mike Asbury, President of the Board of Directors of Vista Oaks
Municipal Utility Authority, in the capacity and for the purposes and consideration therein
indicated.



John W. Bartram

Notary Public in and for the State of Texas

FILED H:\Projects\1329 Mesa Oaks MJJ\10475 Fence Replacement Phase 4\CAO\EXHIBITS\USENRE AGREEMENT\ EXHIBIT.dwg LAYOUT: PLAN (SHEET 1 OF 3) DATE: 3/15/2018 8:30:33 AM BY: JCASTILL





COLUMB W/ MOUNTAIN
—DICKS ON 175 AND
DICKS APPROX. 71'

MATCH LINE SEE SHEET 6

001 1/2 PAPER COPIES, PAPER COPIES (NOT BOOK STATE)
1 CA COPIES W/ SERIALS AND
2 CA BULK PRODUCTION

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FOR THE POLICE

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**VISTA OAKS FENCE
REPLACEMENT
PHASE FOUR**

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