

LICENSE AGREEMENT

This Agreement is made this ____ day of _____, 2016 by and between WILLIAMSON COUNTY, TEXAS, a Texas political subdivision, whose address is 710 S. Main Street, Georgetown, Texas 78626 (hereinafter "Licensor"), and RAYMOND G. and PAMELA L. CANTRELL whose address is 901 Stubblefield Lane, Liberty Hill, Texas 78642, and WANDA J. CANTRELL, whose address is 929 Stubblefield Lane, Liberty Hill, Texas 78642 (hereinafter collectively "Licensees").

Whereas, Licensor is the owner of the real property located at 915 Stubblefield Lane, Liberty Hill, Texas 78642 (hereinafter, "Property"), which includes a water well as depicted by the shaded areas of Exhibit "A" (the "Well"), attached hereto and incorporated herein; and

Whereas, Licensees used the Well and attached waterlines prior to Licensor acquiring the Property and they desire to continue to use the Well and the lines attached hereto; and

Whereas, Licensor desires to grant Licensees certain rights and privileges with respect to the Well; and

NOW, THEREFORE, it is agreed as follows:

I. License

- 1.1 Licensees shall have the right to use the Well subject to all conditions recited herein.
- 1.2 It is understood that this Agreement creates a license only and that Licensees do 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 that Licensees shall not make additional waterline connections to the Well.
- 1.4 It is further understood that Licensor has no duty to maintain, operate, replace, or repair the Well, attached waterlines, or any related appurtenances, including the payment of any fees of any kind associated with any improvements.
- 1.5 Licensees shall have the right to perform maintenance and repairs on the Well only after providing at least 24 hours' notice to Licensor at: Gary Wilson, Williamson County Facilities Director, 3101 S.E. Inner Loop, Georgetown, TX 78626, gwilson@wilco.org. Licensees may access the Well to perform emergency repairs without notice provided they notify Licensee within 24 hours of beginning such repairs.

II. Licensees' Obligations

- 2.1 Licensees shall arrange for electricity to be provided to the Well at no cost to Licensor.

- 2.2 The electricity supplied to the Well by Licensees and all connections made thereto shall comply with relevant codes and regulations.

III. Nonassignability

- 3.1 The license granted in this Agreement is personal to Licensees. This Agreement is not assignable. Any assignment in violation of this Agreement will automatically terminate the license.

IV. Terminable at Will

- 4.1 This Agreement is terminable by either party at will by the giving of 60-days' notice to the other party. Upon termination, any improvements to the Well, at Licensor's option exercised in writing, will become the property of Licensor and it is agreed that Licensor will not reimburse Licensees for any costs expended for said improvements.

V. Indemnity

- 5.1 Licensees 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 Licensees' exercise of the license under this Agreement.

VI. Release

- 6.1 Licensees assume full responsibility for their 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 Licensees' 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
Attn: Dan A. Gattis, County Judge
221 East Main Street
Round Rock, Texas 78664

LICENSEES: Raymond G. & Pamela L. Cantrell
901 Stubblefield Lane
Liberty Hill, Texas 78642

Wanda J. Cantrell
929 Stubblefield Lane
Liberty Hill, Texas 78642

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

(signatures and acknowledgments to follow)

**LICENSOR:
WILLIAMSON COUNTY, TEXAS**

By: 
Dan A. Gattis, County Judge
Date: 05-27-2016

LICENSEES:

By: _____
Raymond G. Cantrell
Date: _____

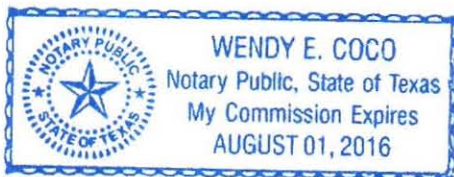
By: _____
Pamela L. Cantrell
Date: _____


By: _____
Wanda J. Cantrell
Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 27th day of May, 2016,
by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration therein indicated.




Signature
WENDY E. COCO
Printed Name
Notary Public, State of TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2016,
by Raymond G. Cantrell, in the capacity and for the purposes and consideration therein
indicated.

Signature

Printed Name

Notary Public, State of _____

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2016,
by Pamela L. Cantrell, in the capacity and for the purposes and consideration therein indicated.

Signature

Printed Name

Notary Public, State of _____

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ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2016,
by Wanda J. Cantrell in the capacity and for the purposes and consideration therein indicated.

Signature

Printed Name

Notary Public, State of _____