

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (the "Amendment") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS** ("Licensor") and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23** ("Licensee").

RECITALS

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated June 7, 2016, granting Licensee certain rights and privileges upon the public right-of-way located within Property owned by Licensor (the "Agreement"); and

WHEREAS, Licensor and Licensee now wish to amend the Agreement to include additional rights under the license.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits in this Agreement, Licensor and Licensee agree as follows:

Section 1. Addition of Exhibit "B". Exhibit "B" attached hereto shall be added to and become part of the Agreement.

Section 2. Addition of Section 1.1.1. Section 1.1.1 shall be added to the Agreement as follows:

- 1.1.1 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "B":
- a. Split rail fencing and stone columns along north side of State Highway 29 ("SH 29"), extending west from previous fence terminus along the property frontage;
 - b. Landscape and irrigation on the north side of SH 29, along and to the south of the rail fence;
 - c. 3 flag poles on the north side of SH 29, near the southwest property corner; and
 - d. Median break, left turn lane and street light relocation on Morningstar Blvd. at the Goddard School entrance.

Section 3. Addition of Exhibit "B-2". Exhibit "B-2" attached hereto shall be added to and become part of the Agreement.

Section 4. Addition of Section 1.1.2. Section 1.1.2 shall be added to the Agreement as follows:

- 1.1.2 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "B-2":

- a. Six (6) neighborhood entry signs on Morningstar Blvd.;
- b. Enhanced culvert crossing on Morningstar Blvd., including grading, decorative metal fencing and landscape;
- c. Approximately 6,150 linear feet of stone screening wall on both north and south sides of Morningstar Blvd.;
- d. Approximately 70 stone wall columns measuring 2'x2' along both the north and south sides of Morningstar Blvd.;
- e. Landscape and irrigation along both the north and south sides of Morningstar Blvd. and at the neighborhood entry features;
- f. USPS mailbox units installed as necessary;
- g. Street lights installed as necessary; and
- h. Other such signs, fixtures and improvements.

Section 5. **Addition of Section 1.4.** Section 1.4 shall be added to the Agreement as follows:

- 1.4 Removal of the items placed by Licensee in the SH 29 right-of-way will be at the District's (or the developer within the District) cost, and not at the cost of the entity that is going to build the expansion of SH 29 in the future.

Section 6. **No Additional Amendment.** The Agreement is amended as set forth herein and all other provisions of the Agreement not otherwise amended herein shall remain unchanged.

Section 7. **Defined Terms.** Capitalized terms used within this Amendment shall have the meaning as defined in the Agreement, unless otherwise indicated herein.

Section 8. **Effective Date.** The effective date of this Amendment shall be the date last signed by a party hereto.

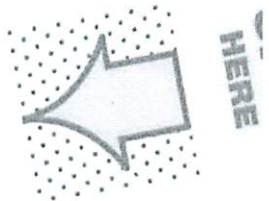
(Signatures on following page)

WILLIAMSON COUNTY, TEXAS

By: [Signature]

Dan A. Gattis, County Judge

Date: 09-18-18



WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23

By: [Signature]

Name: Kris Ehlert, President, Board of Directors

Date: August 16, 2018

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this day of 18 September, 2018, by Dan A. Gattis, County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

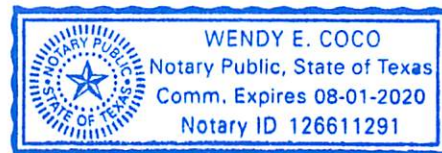
(SEAL)

[Signature]
Notary Public, State of Texas

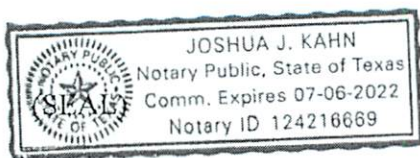
THE STATE OF TEXAS

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COUNTY OF WILLIAMSON



This instrument was acknowledged before me on this day of August 16, 2018, by Kris Ehlert, President of the Board of Directors of Williamson County Municipal Utility District No. 23, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas


WILLIAMSON COUNTY, TEXAS



By: _____
Dan A. Gattis, County Judge

Date: _____

WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23

By: 
Name: Kris Ehlert, President, Board of Directors
Date: August 16, 2018

THE STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

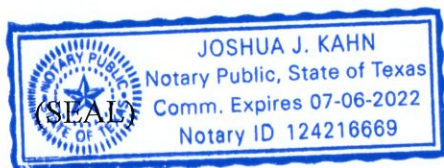
This instrument was acknowledged before me on this day of _____, 2018, by Dan A. Gattis, County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

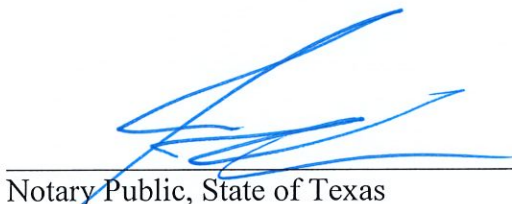
(SEAL)

Notary Public, State of Texas

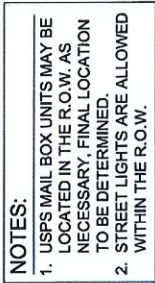
THE STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

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Notary Public, State of Texas



MORNINGSTAR
LIBERTY HILL, TEXAS

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

- NOTES:**
1. USPS MAIL BOX UNITS MAY BE LOCATED IN THE R.O.W. AS NECESSARY. FINAL LOCATION TO BE DETERMINED.
 2. STREET LIGHTS ARE ALLOWED WITHIN THE R.O.W.

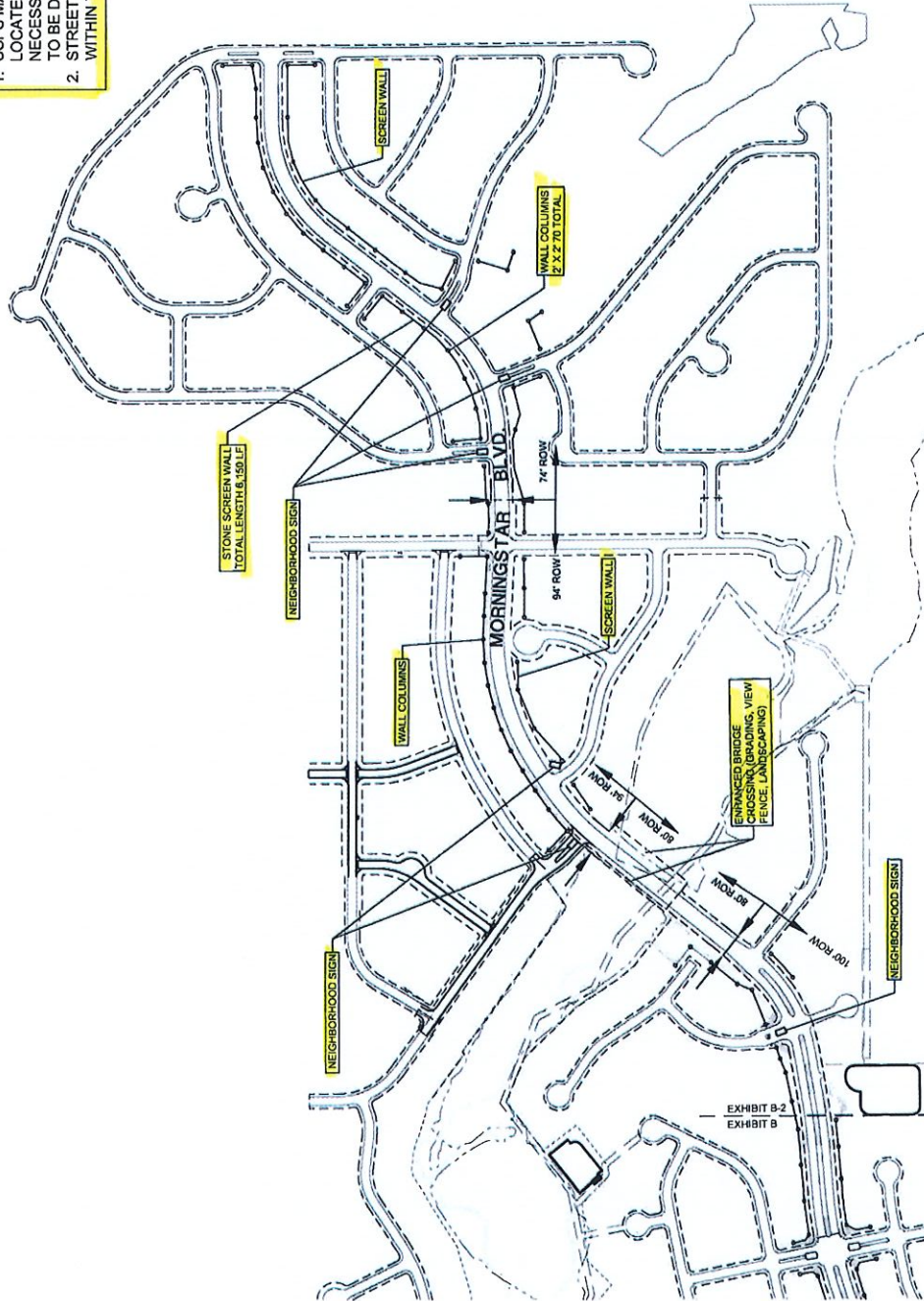


EXHIBIT B-2

MORNINGSTAR
LIBERTY HILL, TEXAS

North
Date: May 16, 2018
Base mapping compiled from best available information. All map data should be considered as preliminary. In need of verification, and subject to change. This and plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.