

WILLIAMSON COUNTY
LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

This License Agreement ("Agreement") is entered into as of the Effective Date (defined below) between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas ("County"), and **VISTA OAKS MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("Licensee"), and is as follows:

I. PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to, landscaping, lighting, walls, fencing, monuments, signage, irrigation, and related improvements (collectively, "Licensee's Improvements") upon the portions of County's right-of-ways located outside of the roadways. County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-ways depicted in the attached **Exhibit "A"** (the "Licensed Property").

County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal ordinances, laws, and regulations existing at the time the construction and maintenance is performed.

II. NO ANNUAL FEE

County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of County and its successors, assigns, lessees, grantees, and licensees to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of County or its successors. County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee,

and remove, without liability to Licensee, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to County and licensed to do business in Texas or by the Texas Municipal League Intergovernmental Risk Pool, with a combined single limit of not less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors relating to the Licensed Property. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted or otherwise limited until thirty (30) days after County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO COUNTY), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY CONTRACTOR OF LICENSEE, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH LICENSEE'S IMPROVEMENTS ON THE LICENSED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNITEE. THIS INDEMNIFICATION WILL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

B. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO COUNTY), AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE LICENSEE'S IMPROVEMENTS, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR

OMISSIONS OF LICENSEE OR ITS CONTRACTORS, ANYONE EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse County for all costs of replacing or repairing any property of County that is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain Licensee's Improvements and any portion of the Licensed Property where Licensee's Improvements are installed by keeping such area free of debris and litter, periodically trimming any trees in such area in a manner so as not to create a nuisance or danger to the public health and safety, and removing dead or dying plants from such area. Removal of dead or dying plants will be handled by Licensee at its expense, as required by County, and must be completed within thirty (30) days following receipt of a written request by County to do so. If Licensee abandons or fails to maintain the portions of the Licensed Property where Licensee's Improvements are installed, and County receives no substantive response within thirty (30) days following written notification to Licensee, then County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any of the Licensee's Improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the portions of the Licensed Property where Licensee's Improvements are installed or otherwise comply with the terms or conditions as set forth herein, then County may give Licensee written notice thereof, by registered or certified mail, return receipt requested, to Licensee at the address set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the thirty (30) day period, County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by County, all costs and expenses reasonably incurred by County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all of the Licensed Property for the purposes set forth in this Agreement, then this Agreement will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to County's termination of the license will be deemed the property of County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the thirty (30) day notice period, remove Licensee's Improvements from the portion of the Licensed Property as to which this Agreement is being terminated. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of County. Licensee agrees and acknowledges that Licensee will be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), upon thirty (30) days' written notice to Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days written notice to Licensee, any maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties will be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of County, which consent will not be unreasonably withheld. In the event that County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To Licensee At:

Vista Oaks Municipal Utility District
c/o Armbrust & Brown, PLLC
Attn: Jenn Scholl
100 Congress Avenue, Suite 1300
Austin, Texas 78701
(512) 435-2380
E-mail: jscholl@abaustin.com

To County At:

Williamson County Engineer
Terron Evertson (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: jengland@wilco.org

with copy to: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include

the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to County or Licensee, or their respective past or present officers, employees, agents, or employees, nor to create any legal rights or claim on behalf of any third party. Neither County nor Licensee waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY COUNTY'S COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which may be deemed an original and all of which together will constitute a single instrument.

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[SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO WILLIAMSON COUNTY LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

TERMS AND CONDITIONS ACCEPTED, this the 30 day of July, 2019 (the "Effective Date").

COUNTY:

WILLIAMSON COUNTY, TEXAS

a political subdivision of the State of Texas

By:

Valerie Covey
~~Bill Gravett Jr.,~~ Valerie Covey
Williamson County Judge
Presiding Officer

THE STATE OF TEXAS

§

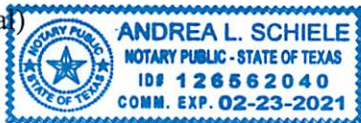
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COUNTY OF WILLIAMSON

§

AKS Valerie Covey
This instrument was acknowledged before me on this the 30th day of July, 2019, by ~~Bill Gravett Jr.,~~ Presiding Officer Valerie Covey as ~~County Judge~~ of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

(seal)




Andrea L. Schiele
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO WILLIAMSON COUNTY LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

LICENSEE:

VISTA OAKS MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By:  _____
Mike R. Asbury, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 18 day of July, 2019, by Mike R. Asbury, President of the Board of Directors of Vista Oaks Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

(seal)



 _____
Notary Public, State of Texas

EXHIBIT "A"

LICENSED PROPERTY

The portion of the eastern side of Sam Bass Road right-of-way not intended or used for vehicular traffic that is located adjacent to Vista Oaks Section 6C, Vista Oaks Section 6B, and Vista Oaks Section 4B, subdivisions in Williamson County, Texas according to the map or plat recorded in Cabinet S, Slide 243, Cabinet P, Slide 187, and Cabinet R, Slide 271, Plat Records of Williamson County, Texas, as generally depicted in orange on **Exhibit "A-1"** attached hereto, and all portions of the Vista Isle Drive right-of-way not intended or used for vehicular traffic, including the median which sits in the middle of the right-of-way, as generally depicted in orange on **Exhibit "A-1"** attached hereto.

EXHIBIT "A-1"

