

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**License Agreement**") is made the 31st day of ^{August}~~July~~, 2022 (the "Effective Date"), by and between QT SOUTH, LLC, a Texas limited liability company, with an address of 2007 Sam Bass Rd. Suite 100, Round Rock, TX 78681 ("**Licensor**"), and WILLIAMSON COUNTY, TEXAS, with an address of 710 Main Street, Suite 101, Georgetown, Texas 78626 ("**Licensee**"), who, for good and valuable consideration, hereby agree as follows:

SECTION 1. License. Licensor hereby grants Licensee, its contractors and agents, a license to access the portion of Licensor's property located at 183A Toll Road, Leander, Texas 78641 (WCAD R#594281), Texas, as generally depicted on Exhibit "A" attached hereto (the "**Licensed Premises**"), and Licensee hereby licenses the Licensed Premises from Licensor, upon and subject to the terms and provisions of this License Agreement, solely for the purpose of Licensee obtaining a survey of the Licensed Premises.

SECTION 2. Term of License Agreement. The term of this License Agreement shall begin on the Effective Date and shall continue until the end automatically after Licensee obtains a survey of the Licensed Premises, but in no event later than October 14th, 2022.

SECTION 3. Use and Restoration of Licensed Premises. The Licensed Premises shall be used by Licensee solely for the purposes of obtaining a survey of the Licensed Premises. Licensee is responsible for repairing any and all damages to the Licensed Premises beyond ordinary wear and tear to the extent caused by Licensee arising out of the exercise of Licensee's rights under this License Agreement.

SECTION 4. Maintenance. Licensee shall, at its own expense, keep the Licensed Premises clear of all trash and debris as it relates to Licensee's use until such time this License Agreement terminates, at which time Licensee shall promptly restore the Licensed Premises to a substantially similar condition that existed prior to Licensor granting the License to Licensee and thereafter Licensee's maintenance obligations hereunder shall automatically cease. Licensee is responsible for any and all damages to the Licensed Premises caused by Licensee during the specified time of the License Agreement.

SECTION 5. Indemnification. To the extent allowed by law, Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its officers, directors, and employees from and against any and all claims, damages or loss, including reasonable attorney's fees and reasonable expenses incurred in investigating, defending and prosecuting litigation (hereinafter collectively referred to as "**Damages**"), arising out of or relating to Licensee's, its agents', employees' or workers' use of the Licensed Premises or Licensee's exercise of its rights under this License Agreement.

SECTION 6. Insurance. Licensee agrees to have any contractors entering the Licensed Premises carry and pay the premiums for insurance of the types and in the limits that it deems sufficient for its protection, and, during the term of this License Agreement, agrees to fulfill the following terms and conditions:

- a. Licensee shall maintain (i) Commercial General Liability policy including coverage for Bodily Injury, Personal Injury, Legal Liability, (ii) Excess Workers Compensation and Employer's Liability policies and (iii) Automobile Liability policy.
- b. The policy limits for the coverages listed above will not be less than the following:

Commercial General Liability:	\$2,000,000 combined single limit, bodily injury, personal injury and Property damage, per occurrence
Employer's Liability:	\$1,000,000 each accident
Workers Compensation:	Statutory limits
Automobile Liability:	\$1,000,000 each accident

- c. Licensors shall be named as an additional insured in Licensee's Commercial General Liability and Automobile Liability policies of insurance listed above.
- d. A Waiver of Subrogation endorsement in favor of Licensors shall be issued on all Licensees' policies.
- e. If any insurance coverage required above is canceled or changed in any way so as not to satisfy the requirements above, then notice will be given in writing by Licensee to Licensors at least 30 days in advance of cancellation, non-renewal or change.
- f. Licensee shall furnish to Licensors a certificate of insurance evidencing insurance coverage and limits required prior to Licensee's first use of the Licensed Premises. The Certificate should also evidence Additional Insureds and Waiver of Subrogation insuring Licensors.
- g. Each policy required above shall contain an endorsement that it will be primary to any other collectible insurance insuring Licensors.

SECTION 7. Waiver of Claims. Licensors, shall not be liable, and Licensee waives all claims for any damage to persons or property sustained by Licensee or any person claiming through Licensee, whether by theft, injury, or otherwise, which may occur on the Licensed Premises, except to the extent caused by other persons on the Licensed Premises or by occupants of adjacent property, or attributable to any fault, default, negligence, acts or omissions of Licensors, its agents, employees or invitees.

SECTION 8. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this License Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provisions of this License Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

SECTION 9. Recording. This document shall not be recorded in any public records by either party.

SECTION 10. Governing Law. This License Agreement shall be governed by, and construed according to, the laws of the State of Texas.

SECTION 11. Captions. The captions contained in this instrument are for convenience only and in no way limit or expand the terms and conditions of this License Agreement.

SECTION 12. No Amendment or Modification. No amendment, modification or alteration of the terms of this License Agreement shall be binding unless it be in writing and signed by the parties.

SECTION 13. Counterparts, Facsimile or Electronic Signatures. This License Agreement may be signed in counterparts and a facsimile or electronic signature shall have the same force and effect as an original signature.

SECTION 14. Entire Agreement. This License Agreement, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Licensed Premises, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

IN WITNESS WHEREOF, the parties hereto have executed the License Agreement in multiple original counterparts on the day and year above written.

LICENSOR:

QT SOUTH, LLC

By: 
Name: Michael Z. Ward
Title: Real Estate Manager

LICENSEE:

WILLIAMSON COUNTY, TEXAS


By: 
Name: Bill Gravell, Jr.
Title: County Judge

EXHIBIT "A"

DEPICTION OF LICENSED PREMISES

