

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into effect this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Hurst Creek Municipal Utility District (the "District") and \_\_\_\_\_ ("Licensee") (collectively, the "Parties").

WHEREAS, the District maintains a drainage easement over property belonging to Licensee as shown on Document No. \_\_\_\_\_ in the Official Public Records of Travis County (the "Easement"); and

WHEREAS, Licensee desires to construct a fence (the "Fence") upon the property that is subject to the Easement (the "Easement Property"); and

WHEREAS, the District desires to make known its consent to the construction of the Fence upon the Easement Property, subject to certain conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. Definitions. The definitions contained in the above recitals are incorporated herein for all purposes.
2. License. The District hereby grants to Licensee a license to construct the Fence upon the Easement Property, subject to the terms and conditions specified in this Agreement and in the manner and location depicted on the site plan showing the location of the Fence, attached hereto as Exhibit A. The District makes this grant solely to the extent of its right, title and interest in the Easement Property, without any express or implied warranties. Furthermore, the District reserves all rights of access to the Easement Property for construction, operation and maintenance of its facilities and the Easement Property without incurring any liability for damage to or loss of use of the Fence permitted by this Agreement.
3. Fence and Easement Specifications. The Fence must be wrought iron and may not cross any portion of the Easement or otherwise interfere with the District's use of the Easement Property. The Easement Property in its entirety must be covered in grass, and Licensee may not otherwise landscape or plant any vegetation on the Easement Property. Failure of Licensee to comply with these specifications will cause automatic termination of this Agreement.
4. No Other Improvements. Licensee agrees that it will not construct or cause to be constructed or erected any other structure or improvement upon the Easement Property other than the Fence without the express, written approval of the District.
5. Consideration. As consideration for being granted this Agreement, Licensee agrees to pay to the District an administrative fee of \$175.00 and covenants not to sue the District, or pursue other methods against the District to recover costs of repairing or replacing the Fence if the District causes damage to or destruction of the Fence on the Easement Property due to the District's operations on and/or maintenance of the Easement Property and its facilities located in the Easement Property.

6. Termination by District. This Agreement is revocable and terminable at will by the District and shall in no way be construed as the granting of a perpetual easement or otherwise vesting in the Licensee any type of property right. If practicable, the District will provide 30 days notice of termination of this Agreement to Licensee, during which time Licensee may remove the Fence at its own cost and expense. If it is not practicable for the District to provide such notice, if circumstances arise that require the removal of the Fence before the notice period expires, or if Licensee does not remove the Fence within the notice period, the District may remove the Fence and will not be responsible for any damage to the Fence upon such removal. At no time will the District be obligated to restore, repair, pay for, or replace the Fence if this Agreement is revoked. After this Agreement is revoked, the District will record a release of this Agreement in the Real Property Records of Travis County. However, failure to record such a release and/or remove the Fence upon termination shall not be construed as a waiver of any right to terminate this Agreement. Once this Agreement has been terminated, Licensee must re-apply for a license before re-constructing a fence on the Easement Property.
7. Covenant on Easement Property. This Agreement, until its revocation, runs as a covenant on the Easement Property; therefore, the conditions set forth herein inure to and bind each Party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Easement Property about the existence of this Agreement.
8. **Indemnification and Release.** Licensee hereby fully indemnifies, saves, and holds harmless the District, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including, without limitation, Worker's Compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is claimed to be, in any manner connected with, construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the Fence on the Easement Property pursuant to this Agreement, including any injury, loss, or damage caused by the sole or contributory negligence of the Indemnitees, or any of them. Licensee must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to the District's attorney, and pay all attorney's fees and all other cost and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.
9. Venue. Venue for all lawsuits concerning this Agreement must be in the State District Courts of Austin, Travis County, Texas.
10. Recording. It is the intent of the District and Licensee that this Agreement shall be recorded in the Public Records of Travis County, Texas to inform future owners of any interest in the Easement Property of the existence of this Agreement.
11. Compliance with Laws. Licensee covenants that all construction, installation, repair, maintenance, and removal of the Fence permitted by this Agreement will be done in compliance with all applicable City, County, State, and/or Federal laws, ordinances, regulations, and policies now existing or later adopted.

12. Application of Law. This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

IN WITNESS WHEREOF, this instrument is executed on the Effective Date set forth above.

HURST CREEK MUNICIPAL UTILITY  
DISTRICT

\_\_\_\_\_  
Earl Wood, General Manager

LICENSEE

\_\_\_\_\_

Name: \_\_\_\_\_

STATE OF TEXAS            §  
  §  
COUNTY OF TRAVIS       §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by Earl Wood, General Manager of Hurst Creek Municipal Utility District, a political subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            §  
  §  
COUNTY OF TRAVIS       §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas