REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This is a Revocable License Agreement ("Agreement") by and between the City of Georgetown, a Texas home-rule municipal corporation ("LICENSOR"), and _____, a _____, whose address is _____ ("LICENSEE"), owner of (Legal Description of land) as recorded in Document No. _____ of the Official Deed Records of Williamson County, Texas, and located at _____ (the "Property"), Georgetown, Williamson County, Texas. LICENSOR holds a (foot type of easement) within the Property, recorded as Document No. _____ of the Official Public Records of Williamson County, Texas, the area of said easement described and depicted in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (the "Easement Area"). LICENSOR hereby grants a license to the said LICENSEE to permit a _____ (type of structure) to encroach (feet) into the Easement Area within the Property only as shown on **Exhibit "B"** attached hereto and incorporated herein by reference for all purposes (the "License Area"), but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit constitutes an abandonment by LICENSOR of its property, easement or easements, or any other right in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE shall not construct any additional improvements or make any additions or alterations within LICENSOR's easement, without the prior written consent of LICENSOR, except as may be set forth herein.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend LICENSOR and hold LICENSOR harmless from any and all liability, claim, cause of action, and costs including attorneys' fees, and including any acts or omissions of LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE shall keep the License Area in good condition and repair and in a clean, orderly, and attractive condition during the term of this Agreement. LICENSEE shall be responsible for all maintenance of LICENSEE's improvements and shall repair any damage to the licensed improvements, regardless of the cause of such damage, at LICENSEE's sole expense.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically and additionally shall abide by following requirements:

A. If an inspection reveals that any part of the structure or facility or other aspect of the License Area does not comply with applicable terms and provisions of this Agreement, the Unified Development Code of the City of Georgetown (the "UDC"), or the Code of Ordinances of the City of Georgetown (the "Code"), the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions =. If any Licensee fails and refuses to allow the General Manager of Georgetown Utility Systems ("General Manager") or his or her designee, to come upon or enter the License Area for the purpose

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of making an inspection, the General Manager may revoke the license granted by this Agreement as described in Paragraph K below, and such action shall be final.

B. LICENSOR shall have the right at any and all times upon 180 days written notice to LICENSEE, its heirs, representatives, successors, or assigns, to take possession of and use all or any part of the License Area in the event that such use be reasonably desired or needed by LICENSOR.

C. LICENSEE shall have the right at any time upon 180 days written notice to LICENSOR, to relinquish the use and possession of all or any part of the License Area as it may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, LICENSEE and its heirs, assigns, successors and representatives, bind and obligate themselves to restore the License Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the License Area which may be acceptable to LICENSOR, and should LICENSEE or its heirs, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event LICENSOR may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of LICENSEE, its heirs, assigns, successors, or representatives.

E. Upon written consent of LICENSOR, acting by and through its General Manager or his or her designee, the Licensee may, at its sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection not less than $200,000.00 and insurance for property damage in the sum of not less than $100,000.00 covering such building and construction, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a LICENSOR easement or right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, LICENSEE shall notify the respective utility companies, including LICENSOR, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of, or any interference whatsoever with the aforesaid utility lines, pipes, or conduits. Any necessary changes, modifications, rerouting, or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or LICENSOR, as the case may be.

F. LICENSEE shall, at all times maintain a current insurance policy that shall provide (1) commercial general liability coverage in an amount not less than a general aggregate amount of $2,000,000 and $1,000,000 per occurrence, (2) workers compensation and employers' liability coverage in an amount not less than $500,000, and (3) a liquor liability coverage in an amount not less than $1,000,000. Such policy shall name LICENSOR as additionally insured.

G. After the completion of any construction of LICENSEE facilities within a License Area under the terms of this Agreement, should LICENSOR desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along the Easement Area or other LICENSOR right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said Easement Area or other LICENSOR right-of-way which may occur by reason of the existence of said LICENSEE facilities, shall be paid to LICENSOR by LICENSEE, its heirs, assigns, successors, or representatives.

H. Solely as between LICENSOR and LICENSEE, and not for the benefit of any other person, LICENSEE, by acceptance of such revocable license, hereby waives any claim it, or any heirs, successors, or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which LICENSOR, its assigns, grantees, or licensees might install or construct.

I. LICENSEE, or its heirs, successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind itself to indemnify and does hereby indemnify and hold and save forever harmless solely LICENSOR, any of its agencies, and any person, from all liability, cost or damage on account of LICENSEE's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or LICENSOR right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any

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easement, public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under this Agreement or during the existence of any LICENSEE facilities constructed within the License Area pursuant to this Agreement. This paragraph shall survive termination of the Agreement.

J. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:

1. LICENSEE has, in writing, advised the General Manager of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the General Manager its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of LICENSEE.

K. The breach or violation of any one of the terms, provisions, or conditions set forth in this Agreement, or of any law, ordinance, or other permit which shall apply to LICENSEE's use of the License Area, shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license hereby granted. Any such cancellation and forfeiture may be exercised upon 10 days written notice by LICENSOR to LICENSEE, its heir, representative successor, or assign, unless, at the expiration of such time, any such violation or breach has ceased or LICENSEE, in the sole determination of the General Manager, is proceeding with full diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied.

If any person or the owner of land encumbered by the Easement Area reveals by his or her application for a building permit or other authorization of LICENSOR that any new, remodeling, or renovating construction is desired to be made within any part of the Easement Area, the license granted herein will be reviewed for compliance with the terms and provisions of this Agreement, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk, or easement or LICENSOR right-of-way by any person or the owner of land encumbered by the Easement Area shall not interfere with LICENSOR's lawful use thereof; and

2. The proposed construction within a public street, roadway, sidewalk or easement or other LICENSOR right-of-way shall be in accordance with LICENSOR's Construction Specifications and Standards Manual, Unified Development Code, and any other applicable ordinances and regulations.

L. At all times during the construction and building of any structure within the Easement Area or other LICENSOR right-of-way:

1. Dirt and other material removed from the building and construction of any such structure within the Easement Area or other LICENSOR right-of-way shall not be allowed to remain within the Easement Area, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of LICENSEE; and

2. All excavations and obstructions of any kind where allowed during the period of LICENSEE's construction, shall be properly barricaded and covered over subject to the approval of the General Manager, or his or her designee.

M. After the completion of construction within the License Area, LICENSEE shall at its own cost and expense replace any sidewalks and the surface of any streets, driveways, etc. that were, at the sole determination of LICENSOR, damaged or removed in the construction of any structures or facilities, in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks, streets, driveways, etc. shall be maintained in a good and useable condition for two (2) years after said sidewalks or streets have been replaced, all subject to the approval of the General Manager. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by LICENSEE shall be repaired by and at the cost and expense of LICENSEE. In the event LICENSEE fails or refuses to proceed with diligence with the

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performance of any work in connection with the replacement, rebuilding or resurfacing of streets, sidewalks, driveways, etc. within 30 days after receiving written notice from LICENSOR, LICENSOR may do such work or cause same to be done, all at the sole risk, cost, liability and expense of LICENSEE.

N. LICENSEE, or its heirs, successors, assigns, or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless LICESOR, from all liability, cost or damage on account of the construction within the Easement Area or other LICENSOR right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This Agreement shall expire automatically upon removal of the improvements located upon the property pursuant to this Agreement.

This Agreement shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by LICENSOR.

This Agreement shall be filed of record in the Official Public Records of Williamson County, Texas.

SIGNED and AGREED to on this _____ day of _____, 20__.

LICENSOR:

City of Georgetown, Texas, a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

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STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, _____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

LICENSEE:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, _____ of _____.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

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AFTER RECORDING, RETURN TO LICENSOR:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627