

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ ("Licensor"), and FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT NO. 1, a political subdivision of the State of Texas, operating under and governed by the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 53, Texas Water Code, as amended ("Licensee").

### WITNESSETH:

The parties hereto, intending to be legally bound hereby, covenant with each other as follows:

1. *License Grant.* Licensor does hereby grant to Licensee a temporary license to use, upon the conditions hereinafter provided, that certain tract of land described as follows:

Lot \_\_\_\_ in Block \_\_\_\_ of \_\_\_\_\_, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in \_\_\_\_\_, Page \_\_\_\_ of the Deed Records of Fort Bend County, Texas ("Licensed Premises").

2. *Term.* The term of this License shall be for the period beginning on the date hereof and ending on \_\_\_\_\_. At the expiration of this License, Licensee will vacate the Licensed Premises.

3. *License Fee.* Licensee is granted this License and shall be permitted to use the Licensed Premises during the term of this License in consideration for the payment of a license fee of \$1.00 for such License, the receipt of which is hereby acknowledged.

4. *Use of Licensed Premises.* Licensee will use the Licensed Premises solely for (a) the installation and connection of underground water supply lines, underground sanitary collection lines and related facilities to serve the Licensed Premises in accordance with the standards and specifications imposed by all applicable governmental authorities, including Licensee, (b) plugging any and all on-site water wells within the Licensed Premises, and (c) de-commissioning and abandoning any and all on-site septic and wastewater facilities within the Licensed Premises.

5. *Alterations.* Licensee shall be permitted to make any and all alterations to the Licensed Premises which are necessary to accomplish the activities on the Licensed Premises set forth in Section 4 hereof.

6. *Assignment.* Licensee shall have the right to assign or transfer this License, and shall have the right to permit the use of the Licensed Premises by third parties for the purposes set forth in Section 4 hereof.

7. *Maintenance of Licensed Premises.* During the course of the activities on the Licensed Premises set forth in Section 4 hereof, Licensee will keep the Licensed Premises in clean, safe and sanitary condition, will take good care thereof, and will suffer no waste or

injury thereto. Any and all injury, breakage or damage to the Licensed Premises arising from any cause, done by Licensee or its agents, contractors, servants or employees, shall be repaired by Licensee at its sole expense.

8. Liability for Damage or Injury. Licensor agrees that it will indemnify and hold harmless Licensee and Licensee's employees, contractors and agents from any and all liability, damage, expense, cause of action, suits, claims, judgments and cost of defense arising from injury to person or property in, on and under the Licensed Premises, or upon any adjoining public or private areas, which arise out of Licensee's use of the Licensed Premises, the work performed by Licensee and/or its employees, contractors and agents and the materials installed or caused to be installed by Licensee in the Licensed Premises. Licensee shall not be liable for any personal injury to Licensor and Licensor's invitees, guests, successors or trespassers arising from the use and condition of the Licensed Premises.

Licensor hereby understands and acknowledges that upon the installation of underground water lines, sanitary sewer collection lines and related facilities upon the Licensed Premises, such water lines, sanitary sewer collection lines, and related facilities shall become the property and sole responsibility of Licensor, and Licensor shall be responsible, at its cost, for any maintenance and/or repair to such water lines and related facilities.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed and delivered as their act and deed, intending to be legally bound by its terms and provisions.

LICENSOR:

\_\_\_\_\_

LICENSEE:

FORT BEND COUNTY FRESHWATER  
SUPPLY DISTRICT NO. 1, a political subdivision  
of the State of Texas, operating under and  
governed by the provisions of Article XVI,  
Section 59 of the Texas Constitution and  
Chapters 49 and 53, Texas Water Code, as  
amended

By: \_\_\_\_\_

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

Title: \_\_\_\_\_