

LICENSE AGREEMENT NO. L-04-02

This Agreement is by and between the City of Taylor, Texas, a home rule city, whose address is 400 Porter Street, Taylor, Texas, 76574, hereinafter referred to as "Licensor" or "City", and Mary Guarard, whose address is 1702 West Lake Drive, Taylor, Texas, 76574, hereinafter referred to as "Licensee".

Licensee desires a written license agreement allowing Licensee's encroachment upon a City public alley and Licensor has agreed to grant a license for Licensee's encroachment.

The property licensed under this License Agreement is approximately 17 feet designated in the plat attached hereto as Exhibit "A" and incorporated by reference herein ("License Tract") upon which is located a garage owned by Licensee that encroaches on City property ("Improvement").

Licensee requested authority to allow the Improvement to remain on the License Tract and the City agrees to allow the Improvement to remain on the License Tract, subject to the following terms and conditions:

1. Licensor grants Licensee a license for location of the Improvement depicted in Exhibit "A";
2. This License Agreement does not constitute or represent an abandonment by Licensor of the License Tract nor does this License Agreement grant Licensee any further right or authority for use of the License Tract;
3. No further encroachments shall be placed on the License Tract;
4. Licensee shall comply with all laws, rules, ordinances and regulations pertaining to the License Tract and use of the License Tract;
5. Licensee stipulates and agrees this License Agreement does not represent nor assert claims of ownership or title to the License Tract by Licensee;

6. The license granted by this Agreement shall remain in effect until (i) the Improvement is removed from the License Tract for whatever cause or reason or (ii) until this License Agreement is revoked by and at the sole option of the City. Upon termination of this License Agreement by the City, Licensee shall be obligated to remove the Improvement from the License Tract;
7. This License Agreement is granted to the Licensee only, and Licensee may not transfer or assign this License Agreement; and
8. Licensee shall indemnify, defend and hold Licensor harmless against all claims, demands, liabilities, suits or damages including, but not limited to, personal injuries and attorney's fees, arising from Licensee's use and benefit of this License Agreement.

Venue, jurisdiction and performance for this License Agreement shall be in Williamson County, Texas.

If any article, paragraph, or part of a paragraph of this License Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this License Agreement which shall remain in full force and effect.

Dated this the _____ day of _____, 2004.

CITY OF TAYLOR, TEXAS

BY: Donald R. Hill
ITS: Mayor

LICENSOR

ATTEST:

Susan Brock
City Clerk

Mary Guarard

LICENSEE

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2004, by Donald R. Hill, Mayor, of the City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2004.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2004, by Mary Guarard.

Notary Public, State of Texas

