

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 Roxanne Cox, d/b/a The Fourth Street Station, located at 112 West Fourth Street, 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 designated in the plat attached hereto as Exhibit "A" and incorporated by reference herein ("License Tract").

The License Tract is a dedicated public alley that exists between Licensee's business operation known as The Fourth Street Station, located at 112 West Fourth Street, Taylor, Texas, and a portion of Licensee's business located in a building across the public alley which building is located at 406 Talbot, Taylor, Texas.

Licensee's business, The Fourth Street Station, operates primarily at 112 West Fourth Street, Taylor, Texas. In addition to the primary location, Licensee also has as part of her business operation an adjoining banquet room located at 406 Talbot, Taylor, Texas. The primary business operation and the banquet room portion is across the public alley which is shown on the attached plat as the License Tract.

Licensee must have a License Agreement from the City allowing Licensee to access Licensee's primary business operation at 112 West Fourth Street, Taylor, Texas, across the public alley on the License Tract to the Licensee's banquet room at 406 Talbot Street, Taylor, Texas, for the Alcoholic Beverage Commission of the State of Texas.

Licensee will be required to sell alcoholic beverages in her business locations, both in the primary business location and banquet room location and alcoholic beverages will be sold, used or transported across the License Tract.

The City of Taylor prohibits the sale, use or transportation of alcoholic beverages on any public property within the business district of the City of Taylor, Texas, in which the License Tract is located.

The City of Taylor, in addition to the License Agreement to Licensee the License Tract, desires to waive enforcement of the City Ordinance prohibiting the sale, use or transportation of alcoholic beverages within the business district of the City of Taylor, Texas on License Tract by Licensee.

The City desires to grant this License Agreement allowing Licensee access between Licensee's two business buildings across a public alley in the location marked as License Tract on the attached Exhibit "A" and allow the sale, use or transportation of alcoholic beverages on the License Tract under the following terms and conditions.

1. Licensors grants Licensee a License for access between Licensee's business locations across a public alley in the location depicted in Exhibit "A";
2. Licensee is granted a waiver from prohibition of the sale, use or transportation of alcoholic beverages across the License Tract, so long as Licensee is able to sell, use or transport alcoholic beverages across the License Tract under the rules, regulations and laws of the State of Texas, or until this License Agreement is revoked as allowed in paragraph 7 below.
3. This License Agreement does not constitute or represent an abandonment by Licensors of the License Tract nor does this License Agreement grant Licensee any further right or authority of use of the License Tract;
4. No permanent encroachments shall be placed on the License Tract;
5. Licensee shall comply with all laws, rules, ordinances and regulations pertaining to the License Tract and Licensee's use of the License Tract;

6. Licensee stipulates and agrees this License Agreement does not represent nor assert claims of ownership or title to the License Tract by Licensee;
7. This License Agreement shall remain in effect until Licensee no longer is required to operate under this License Agreement by the Alcoholic Beverage Commission or until revoked by sixty (60) days prior written notice by the City to Licensee of termination of this License Agreement and the license granted hereunder;
8. This License Agreement is granted to the Licensee only, and Licensee may not transfer this License Agreement nor assign this License Agreement to any of Licensee's heirs, successors or assigns;
9. Licensee and her successors, heirs or assigns, obtaining benefit of this License Agreement 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.
10. Venue, jurisdiction and performance for this License Agreement shall be in Williamson County, Texas.

Dated this the \_\_\_\_\_ day of October, 2003.

CITY OF TAYLOR, TEXAS

\_\_\_\_\_  
BY: Frank Salvato  
ITS: City Manager

LICENSOR

ATTEST:

\_\_\_\_\_  
Barbara Belz  
City Clerk

\_\_\_\_\_  
Roxanne Cox, d/b/a The Fourth  
Street Station

LICENSEE

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON         §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of October, 2003, by Frank Salvato, City Manger, 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 October, 2003.

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

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON         §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of October, 2003.

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Notary Public, State of Texas