

73-1784 15

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

1912-7-23 9144 * 650

LICENSE AGREEMENT

That the City of Austin, hereinafter referred to as "Licensor," and Larry Niemann, individually and as attorney for owners, W. H. Coleman and Robert L. Smithers, owners of Lots 17, 20, 25, 27 and 28, Woodstone Square Planned Unit Development, the same hereinafter referred to as "Licensee," hereby grants a license to the said Licensee, to construct dwellings in the aforesaid Woodstone Square on Lots 17, 20, 25, 27 and 28 thereof, as indicated by the map attached hereto as Exhibit "A," including in part on those portions of said lots beneath which extends a waste water easement belonging to Licensor containing an existing 8" cast iron main, subject to the following terms and conditions:

I.

Neither granting of this license, nor of any related permit, constitutes an abandonment by the Licensor of its easement or easements, or other rights in the above described property.

II.

Licensee shall hold harmless the Licensor and its officials, agents, and employees, against any expenses or liability for personal injury, death, or damage to any property wherever situated, arising from Licensee's use of any portion of the above described easement.

DEED RECORDS
Travis County, Texas

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III.

Licenser retains the right, but no obligation to Licensee, to enter upon the land to which this license applies and at Licensee's expense, to remove any structure or improvements or alterations thereon whenever the Licenser's Director of Public Works deems such removal to be necessary for exercising Licenser's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

IV.

Licensee recognizes the existing emplacement of Licenser's 8" cast iron main, as shown on Exhibit "A" hereof, and agrees that removal or modification of any of the structures now existing or to be emplaced hereafter shall be at Licensee's expense. Relocation in lieu of alteration or removal of Licensee's improvements shall likewise be at Licensee's expense.

V.

This license, until its expiration or revocation, shall run with title to the above described real property, and the terms and conditions hereof shall be binding on any subsequent owners or holders thereof. Licensee shall cause any immediate successors in interest to have factual notice of this license agreement.

VI.

This license is revocable by the City Council at any time, and, subject to prior notification to Licensee or its successors in interest, is revocable by the Director of Public Works upon his determination that:

- a. Licensee or its successors has failed to comply with the terms of this license; or,

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b. The proposed improvements or a portion of them interfere with the rights of the City or the public in said easement; or,

c. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or,


d. Maintenance or alteration necessary to alleviate a danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

Licensee shall have the right to appeal to the City Council any decision made by any City official under the provisions hereof which the Licensee considers to be adverse to its interests. It is further agreed that no such appeal shall, by virtue of the aforesaid provision for appeal, stay any action performed by Licensor's Director of Public Works pursuant to his revocation under the terms of this instrument.

VII.

This license shall take effect upon the acceptance of the terms hereof by the named Licensee, as indicated by Licensee's signature hereon, and the filing of the same in the Travis County Land Records.

TERMS AND CONSIDERATIONS ACCEPTED this 5th day of February, 1973.


Larry Higman, Individually and as
attorney for owners, W. R. Coleman
and Robert L. Smithers

73-1787

WITNESS THE HAND OF THE CITY OF AUSTIN this 9th day of

February, 1973.

(NO SEAL)

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

THE STATE OF TEXAS

COUNTY OF TRAVIS

I
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I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVID H. DAVIDSON known to me to be the person whose name is subscribed to the foregoing instrument as CITY MANAGER of the City of Austin, Texas, a municipal corporation, and acknowledged to me that he executed the same in such capacity as the act and deed of said City of Austin for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of February, 1973.

NOTARY SEAL

[Signature]
Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

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73-1788

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Larry Hiamann, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day

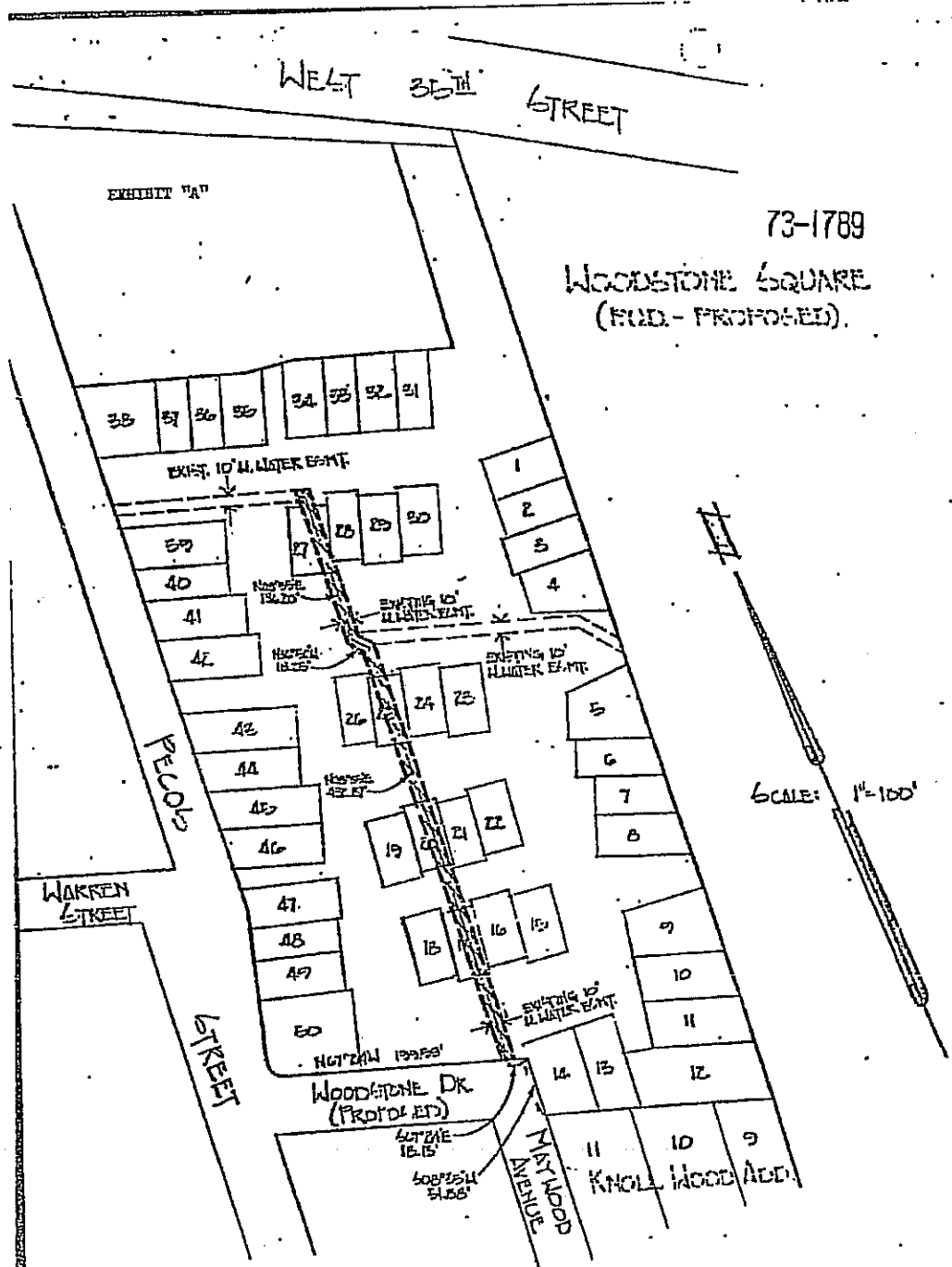
of February, 1973.

NOTARY SEAL

Barbara A. Bell
Notary Public in and for Travis
County, Texas

01FEB73
DJS:ah

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PORTION OF WASTE WATER
ENVIRONMENTAL AGREEMENT
LICENSE AGREEMENT

UTILITY IN PLACE
WATER DEPT. 10" W. WATER
WASTE WATER DIV. 10" SEWER

Approved: _____
Date: _____

EXHIBIT

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FILED

FEB 12 4 28 PM '73

David R. Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, as

FEB 12 1973



David R. Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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