

**LICENSE TO USE CITY RIGHT-OF-WAY BY AND BETWEEN THE CITY OF
HILSHIRE VILLAGE, TEXAS AND [APPLICANT]**

WHEREAS, on [DATE], the City Council of the City of Hilshire Village, Texas (the “City”) agreed to the request by [APPLICANT] to install landscaping within the City’s street right-of-way located at [ADDRESS]; and,

WHEREAS, the Council is agreeable to the project subject to the execution of this agreement;

NOW, THEREFORE, the City and [APPLICANT] (the “Licensee”), in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. License

1.01 The City agrees to the placement landscaping within the City’s rights-of-way, in the locations and of the type, as presented to the City Council. See also Exhibit A attached. This License is granted for the use of the right-of-way located at [ADDRESS].

1.02 The Licensee agrees that this License is based upon the stated use, and shall terminate upon cessation of said use by Licensee, unless sooner terminated according to other terms and provisions contained herein.

1.03 The Licensee shall pay to the City a fee for said License, which shall be \$0.00 dollars (\$0.00). All sums hereunder are to be made payable to the City.

2. Conditions

2.01 The City and the Licensee agree that the above-described License is granted subject to the following conditions, terms and reservations:

- a) The Licensee is responsible for paying for the improvements stated herein;
- b) The Licensee is responsible for the maintenance and replacement said improvements; and,
- c) In the event the City disturbs said improvements while maintaining it’s right-of-way, the City shall not be responsible for repair or replacing improvements installed by the Licensee.

2.02 The Licensee agrees to temporarily remove the facilities at the request of the City if the facilities obstruct the City’s temporary maintenance or construction activity within the right-of-way.

2.03 This License is made subordinate to the right of the City to use the right-of-way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the right-of-way, or any portion thereof, for a public purpose that conflicts with the License granted, then, and in that event, the City may give the Licensee written notice of the City's

intention to cancel this License. The Licensee shall have the same right of cancellation upon giving the City written notice of the Licensee's intention to cancel. Upon the termination or cancellation by the City or the Licensee, this License shall become null and void, and the Licensee, or anyone claiming any rights under this License, shall remove any improvements and encroachments from the right-of-way at the Licensee's expense. All work shall be done at the Licensee's sole cost and to the satisfaction of the City Building Official. The determination by the Mayor as to the public necessity of the use of the right-of-way shall be final and binding upon the parties.

3. Waiver

3.01 The Licensee shall never make any claim of any kind or character against the City for damages that Licensee may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including, but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this License, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the City by reason of, or a consequence of, having granted permission to the Licensee to use and maintain the right-of-way. The Licensee agrees to defend any suits, claims, or cause of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City in connection herewith. Such indemnity shall apply on a proportional basis, where the claims, losses, damages, causes of action, suits or liability arise in part from the negligence of the City and in part from the act or omission of any representative, or employee of the Licensee.

4. General Provisions

4.01 This License constitutes the entire agreement between the City and the Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

4.02 The phrases, clauses, sentences, paragraphs or sections of this License to use agreement are severable and, if any phrase, clause, sentence paragraph, or section hereof should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

4.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice

If to: **CITY OF HILSHIRE VILLAGE**

If to **LICENSEE:**
[APPLICANT]
[ADDRESS]

4.04 The City and the Licensee agree that this License shall be construed in accordance with the laws of the State of Texas.

4.05 Venue for any dispute arising out of this License shall lie in a court of competent jurisdiction in Harris County, Texas.

[APPLICANT]

By: _____
Name: _____
Title: _____

ATTEST: _____

By: _____
Name: _____
Title: _____

CITY OF HILSHIRE VILLAGE

By: _____
Name: _____
Title: _____

ATTEST: _____

By: _____
Name: _____
Title: _____