

**LICENSE AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND
LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of January 2024, by and between the **CITY OF MONTGOMERY, TEXAS**, a municipal corporation (the "CITY" or "LICENSEE"), and **LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.** ("LICENSOR"):

LICENSOR HEREBY GRANTS to the City a license to use and maintain Restricted Reserve C (the "Reserve"), upon the terms and conditions of this Agreement, which are:

1. **TERM.** Licensee shall be entitled to use the Reserve beginning January 1, 2024, each year at an annual rate equal to Licensor's ad valorem tax liability for the Reserve. This agreement shall automatically renew at the anniversary of the effective date for a period of twelve (12) months unless either party terminates the Agreement, as set forth in paragraph 7 of this Agreement.
2. **LIMITED USE OF RESERVE.** The City shall have use of the Reserve depicted on Exhibit "A". The City agrees to maintain the Reserve including landscaping, mowing, and ensuring drainage is adequate.
3. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.** No permanent structures or other improvements or additions shall be erected or installed on the Reserve without approval from the Licensor.
4. **REPAIRS, MAINTENANCE, AND CLEANUP.** Licensee shall at its expense keep and maintain the Reserve in good condition during the Term of this Agreement.
5. **INSURANCE.**
 - a. Licensee shall maintain during the Term a comprehensive public liability coverage insuring Licensee and Licensor against liability arising from Licensee's occupation, use or maintenance of the Reserve. City's coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident of occurrence. All such insurance shall name the Licensee and Licensor, its officers, employees, and agents as additional insured.
 - b. Within thirty (30) days of the date of this Agreement, and in no event less than seventy-two hours (72) hours prior to the Term, and thereafter upon the written request of the Licensor, City shall furnish to the Licensor such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy the provision, the documentation required by this part must be sent to the following address:

LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.
P. O. Box 701
Montgomery, Texas 77356-0701
6. **INDEMNITY.** To the extent permitted by law, Licensee has agreed to and does hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Licensor of, from and against any and all claims of whatever nature or character, including, but not limited to all tort claims, contract claims, liens,

and any form of indebtedness of liability associated with any and all use of the Reserve by Licensee and Licensee's guests.

The indemnity paragraph and its obligations apply even if the claims made the basis of any claim for indemnity were cause in whole or in part by any act, omission, negligence, breach of contract, fraud, intentional tort, or any other conduct or fault of any type of Licensor.

7. **TERMINATION.** Either party may terminate this Agreement for whatever reason after a thirty (30) day written notice is given to the other party.
8. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
9. **MODIFICATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Licensor.
10. **WAIVER.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

Approved by the City of Montgomery, Texas City Council this the 12th day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF MONTGOMERY, TEXAS

BYRON SANFORD, Mayor

LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.

Name: _____

Title: _____

Date: _____