

**ASSIGNMENT AND AMENDMENT OF
SPRINGBROOK CENTER PHASE A LICENSE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment and Amendment of Springbrook Center Phase A License Agreement (“Assignment and Amendment”) is made and entered into by and among Travis County, Texas (the “COUNTY”), the City of Pflugerville, Texas (the “CITY”), and the Springbrook Center Owners Association (the “ASSOCIATION”) (collectively, the “Parties”).

RECITALS

1. The COUNTY and the ASSOCIATION entered into a Landscape License Agreement effective September 5, 2000.
2. The License Agreement (the “License Agreement”) was recorded on September 29, 2000 as Document No. 2000156029 in the Official Public Records of Travis County, Texas (the “License Agreement”).
3. Under the License Agreement the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the public and located in Springbrook Center Phase A, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Book 86 Pg. 66B-68D, and Picadilly Drive, dedicated by Deed recorded at Book 86, Pg. 668 of the Deed Records of Travis County, Texas, and defined in the License Agreement as the “Licensed Property.”
4. Under the License Agreement, the COUNTY granted the ASSOCIATION permission to install and maintain certain landscaping and improvements (defined in the License Agreement as the “Improvements”) in the Licensed Property.
5. The Licensed Property has been annexed for full purposes by the City of Pflugerville, Texas, and the COUNTY no longer has jurisdiction over the Licensed Property.
6. The COUNTY has agreed to assign its rights under the License Agreement to the CITY, the CITY has agreed to assume all of the obligations of the COUNTY under the License Agreement, and the ASSOCIATION has consented to the assignment and assumption.

In consideration of the mutual covenants set forth in this Assignment and Amendment, the Parties agree as follows:

- A. Assignment. The COUNTY assigns, transfers, and conveys to the CITY all of its rights, title, and interest in and to the License Agreement.
- B. Assumption of License Agreement. The CITY assumes and agrees to perform all of the covenants, agreements, and obligations of the COUNTY under the License Agreement which are applicable to the period of time from and after the effective date of this instrument, but not otherwise.
- C. Consent and Release. The ASSOCIATION consents to the assignment and assumption of the License Agreement which are set forth in Paragraphs 1 and 2 of this instrument; and (b) releases the COUNTY from all of the covenants, agreements, and obligations of the COUNTY under the License Agreement.
- D. Indemnification. To the extent permitted by Texas law, the ASSOCIATION agrees to and must indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance, or use of the Licensed Property. This indemnification provision, however, does not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY has been compensated by insurance provided under Paragraph IV of the License Agreement, (ii) arising solely from the negligent or willful acts of the COUNTY. For the purposes of this indemnification provision, the COUNTY's act of entering into this Assignment and Assumption Agreement and the COUNTY's previous act of entering into the License Agreement are not to be considered "negligent or willful."
- E. Return of Security Deposit and Deletion of Security Deposit Requirement. The CITY does not require a security deposit. Therefore, within 30 days after the Effective Date of this Assignment and Amendment, the COUNTY will return to the ASSOCIATION the security deposit, plus interest, provided by the ASSOCIATION. Furthermore, the Parties agree to amend the License Agreement by deleting Section VI.E.
- F. Section XV of the License Agreement is deleted in its entirety and replaced with the following:

XV. Notice

Any notice to be given under this Agreement by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

ASSOCIATION:
SPRINGBROOK CENTER OWNERS ASSOCIATION

CITY:

Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of this paragraph.

G. Section XVI of the License Agreement is deleted in its entirety and replaced with the following:

XVI. Annexation by the City.

A. If the total area within the Licensed Property is annexed for full purposes by the City of Pflugerville (the "CITY"), then all references in this Agreement to "the COUNTY" will be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works and Transportation"; all references to "the Commissioners Court" shall be construed to mean "the City Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employees or officer.

H. Effect of Amendment. Except as specifically amended by the provisions set forth in this Assignment and Amendment, the terms and provisions stated in the License Agreement will continue to govern the rights and obligations of the parties under the License Agreement, and all provisions and covenants of the License Agreement, as amended, will remain in full force and effect. The terms of and provisions of the License Agreement, as amended by this instrument, are ratified and confirmed, and this Assignment and Amendment and the License Agreement are to be construed as one instrument. In that regard, this Assignment and Amendment and the License Agreement, including all exhibits to these documents, constitute the entire agreement between the Parties relative to the subject matter set forth in the License Agreement and supersede all prior and contemporaneous agreements and understandings of the Parties in connection with the Licensed Property. In the event of any inconsistency, the terms and provisions of this Assignment and Amendment will control over and modify the terms and provisions of the License Agreement.

- I. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of the Parties be contained in any one counterpart. Additionally, the Parties covenant and agree that, for purposes of facilitating the execution of this instrument: (1) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (2) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same agreement.

- J. A written memorandum of this Assignment and Amendment to the License Agreement will be filed in the Official Public Records of Travis County, Texas.

EXECUTED by the COUNTY, the CITY, and the ASSOCIATION as evidenced by the counterpart signature pages attached hereto, each to be effective as of the later date signed.

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE CITY OF PFLUGERVILLE (THE "CITY"), AND
SPRINGBROOK CENTER OWNERS ASSOCIATION (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

COUNTY:

TRAVIS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2010 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political
subdivision of the State of Texas, on behalf of Travis County.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE CITY OF PFLUGERVILLE (THE "CITY"), AND
SPRINGBROOK CENTER OWNERS ASSOCIATION (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

CITY: THE CITY OF PFLUGERVILLE, TEXAS, a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2010 by _____, _____ of the City of Pflugerville on behalf of the City of Pflugerville.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE CITY OF PFLUGERVILLE (THE "CITY"), AND
SPRINGBROOK CENTER OWNERS ASSOCIATION (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

ASSOCIATION: SPRINGBROOK CENTER OWNERS ASSOCIATION

By: _____

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2010 by _____, _____ of Springbrook Owners
Association.

(SEAL)

Notary Public Signature