

LICENSE AGREEMENT NO. L03-2

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 Deborah Dutton, 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 752 square feet designated in the field notes and plat attached hereto as Exhibit "A" and incorporated by reference herein ("License Tract").

The License Tract is in 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 his 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.

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 his 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 this License to Licensee of 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 the public alley in the location shown as the License Tract in the attached Exhibit "A" and also allow the sale, use or transportation of alcoholic beverages on the License Tract under the following terms and conditions.

1. Licensor grants Licensee a License for access between Licensee's business locations across the public alley in the location depicted in the plat and described in the field notes 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 Licensor 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 his 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 9th day of December, 2003.

CITY OF TAYLOR, TEXAS

BY: Frank Salvato
ITS: City Manager

LICENSOR

ATTEST:

Barbara Belz
City Clerk

Deborah A. Dutton
Deborah Dutton, d/b/a
The Fourth Street Station

LICENSEE

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

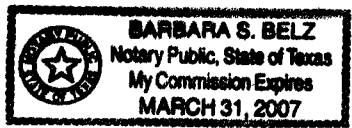
This instrument was acknowledged before me on this the _____ day of December, 2003, by Frank Salvato, City Manger, of the City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes 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 December, 2003.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 3rd day of December, 2003, by Deborah Dutton, d/b/a The Fourth Street Station.



Barbara S. Belz
Notary Public, State of Texas

EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

MAY 16, 2003

752 Square Feet (0.017 ACRE)

These notes describe that certain tract of land situated in the **JOHN WINSETT SURVEY, A-661**, located in Williamson County, Texas in the City of Taylor; subject tract being a part of and out of a called 15 foot wide alley, same being located in Block 21 between Lots 8 and 9 of the City of Taylor, a dedicated addition, plat of which is recorded in Cabinet "A", Slide 186 of the Williamson County Plat Records, subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on May 16, 2003 and being more fully described as follows:

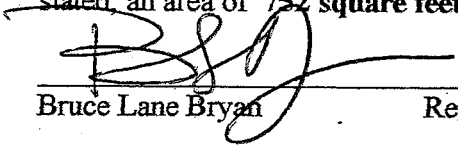
COMMENCING at a punch hole found in concrete drain, same being for the Northeast corner of said Lot 8, same being conveyed to Eric D. Weinrich and Clifton Michael Bass and recorded in Document No. 9633425 of the Official Records of Williamson County (ORWC) in a line for the West line of an existing alley (20 feet in width per plat) from which was found a ½" Iron Rod for the Northwest corner of said Lot 8 bearing North 84°59'00" West (Bearing Basis), 125.01 feet; **THENCE South 04°37'11" West** with a line for the common line of said Lot 8 and 20 foot wide alley, a distance of **54.04 feet** to a ½" Iron Rod found for the Southeast corner of said Lot 8, same being the Northeast corner of said 15 foot wide alley, the Northeast corner of subject tract and the **PLACE OF BEGINNING** of this description;

THENCE South 04°37'11" West with a line for the East line of said 15 foot wide alley, a distance of **15.00 feet** to an "X" chiseled in concrete for the Southeast corner of same, also being for the Northeast corner of said Lot 9, being part of another tract conveyed to Eric D. Weinrich and Clifton Michael Bass and recorded in Document No. 9633425 of said ORWC;

THENCE North 85°14'02" West with a line for the common line of said 15 foot wide alley and Lot 9, a distance of **50.13 feet** to a found a ½" Iron Rod for the Northwest corner of said "Eric D. Weinrich and Clifton Michael Bass tract", same being the Southwest corner of subject tract;

THENCE North 04°37'11" East with the West line of subject tract, a distance of **15.00 feet** to a point (in building) at the Northwest corner of subject, same being in a line for the South line of aforementioned Lot 8;

THENCE South 85°14'02" East with a line for said South line of Lot 8 a distance of **50.13 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **752 square feet (0.017 Acre)**.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

