

**LICENSE FOR USE OF WATER LINE
BY THE ASSOCIATION AND THE OWNER OF LOT 15**

This License for Use of Water Line by the Association and the Owner of Lot 15 ("Agreement") is entered into the ____ day of _____, 2023, between The Landing at Blanco Property Owners Association (the "Association"), and _____
[*name of buyer*] ("Owner").

Purpose.

There is, at present, a water line to that extends from the City of Blanco water meter located outside the southwest corner of Lot 33 of The Landing at Blanco, Blanco County, Texas, according to the plat recorded at Volume 2, Page 44-47, Map and Plat Records of Blanco County ("**Lot 33**") in the US 281 (east) side utility easement, to the second meter inside the Landing Lane gate near the northernmost gate controller (the "Water Line"). The Water Line then extends to Lot 15 of The Landing at Blanco, Blanco County, Texas, according to the plat recorded at Volume 2, Page 44-47, Map and Plat Records of Blanco County ("**Lot 15**"). The purpose of this Agreement is to assign the use rights and maintenance responsibility for the Water Line to the owner of Lot 15.

License and Limits of the Association's Responsibility.

1. **Grant of Use Rights.** The Association grants a perpetual license for the use of the Water Line for the purpose of water conveyance and delivery to Lot 15. Owner shall take all steps necessary to transfer the related utility account to Owner, and Owner shall be responsible for payment of all fees and costs associated with use of the Water Line and delivery of water through the Water Line.
2. **Maintenance Responsibility.** Owner shall also be responsible for payment of all fees and costs associated with maintenance, repair, and replacement of the Water Line. The Association shall maintain the portion of the Water Line from the second meter to the Association's holding tank and from the holding tank to the front gate irrigation system.
3. **No Representations or Warranties Made by the Association.** The Association makes no representation or warranty regarding the condition of the Water Line or the conveyance capacity and this license grant is made on an as-is, where-is basis. The Association further disclaims any warranty as to whether the City of Blanco will continue to provide or sell water, the quantity or quality of the water, the service rates, or as to any other matter concerning the Water Line or the provision of water to Lot 15.
4. **Reimbursement to Owner for Water Used by the Association.** The Association shall reimburse Owner with its share of water, on a pro rata basis, for any water used to irrigate the Landing Lane gate landscaping as metered by the second meter. "Pro rata", as used herein, means, the Association shall reimburse Owner for the water used by the Association during a billing cycle. The Association's responsibility shall be determined by

taking the quantity of water used by the Association during the billing cycle, as determined by meter readings taken from the second meter to the Association's holding tank, and dividing such amount by the total quantity of water identified in the bill for the same period of time. The percentage of the Association's use will then be multiplied by the cost of the water itself for the relevant period of time, without including any additional fees, including account fees or surcharges. Presentation of the utility billing statement and usage information is a condition precedent to the Association's obligation to tender payment to Owner.

5. **Cessation of Service.** If Owner wishes to discontinue the water utility service and the related use of the Water Line and, accordingly, chooses to suspend purchase of water from the City of Blanco, then the Association shall continue to maintain only the water lines that service the Landing Lane gate landscaping and convert billing from Owner to the Association. If, at any time, Owner abandons the line from the first meter to the second meter, Owner will notify the Association and allow sufficient time to transfer water billing and account responsibility to the Association.
6. **Government Permits and Authorizations.** Owner must obtain all permits and authorizations required by any government agency for Owner and its contractors to perform any work or maintenance on the Water Line.
7. **Compliance With Law.** Any activities conducted on the Association Property or contiguous property by Owner or its contractors must be conducted in compliance with applicable law and all property use rights in existence at the time such activities are conducted.
8. **Indemnification and Defense of the Association.** Owner shall defend the Association and indemnify and hold the Association harmless from liens, claims, losses, liabilities, and expenses asserted against or incurred by the Association and caused by Owner's breach of this Agreement or use of the Water Line, including any use of the Association's property. The Association is not responsible or liable for any harm, death, or disability caused to any employee, representative, agent, or contractor of Owner while on the Association's property and Owner, for himself/herself/itself, and his/her/its guests, invitees, agents, representatives, employees, and contractors, holds the Association harmless and releases the Association for any and all claims, including claims property damage or personal injury, related to any activities conducted under this Agreement.
9. **Increase in Capacity.** In the event Owner should elect to increase the size or type of line to increase water available, such expenses are not any obligation of the Association and will be borne exclusively by Owner.
10. **Attorney's Fees.** If any party to this Agreement brings proceedings to enforce or construe the terms of this Agreement, the party not substantially prevailing in these proceedings

must pay to the substantially prevailing party all reasonable attorney's fees and all costs incurred by the substantially prevailing party, together with all costs of these proceedings.

11. **Successors and Assigns.** Owner may not assign any of Owner's rights hereunder and may not delegate any of Owner's duties under this Agreement without the Association's prior written consent. Owner's assignment of this Agreement does not release Owner from obligations under this Agreement.
12. **Changes.** This Agreement may be changed only by the written agreement of both the Association and Owner. All changes of this Agreement are binding on the Association and Owner without any additional legal consideration.

[SIGNATURE PAGE FOLLOWS]

Date: _____

Owner:

STATE OF TEXAS §

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ACKNOWLEDGMENT

COUNTY OF BLANCO §

On this _____ day of _____, 2023, personally appeared

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS

Date: _____

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

By: _____

Printed name: _____

Title: _____

STATE OF TEXAS §

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ACKNOWLEDGMENT

COUNTY OF BLANCO §

On this _____ day of _____, 2023, personally appeared _____ as the _____ of The Landing at Blanco Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS

Upon recording please return to:
The Neighborhood Co.
1118 Vintage Way
New Braunfels, Texas 78132
info@landingowners.com

and

Alex Valdes
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com