

POST-CLOSING USE AND OCCUPANCY AGREEMENT

THIS POST-CLOSING USE AND OCCUPANCY AGREEMENT (this "**Agreement**") is made on the ____ day of _____, 20____, by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "**Licensor**"), and Silvino Guevara, an individual resident of the State of Texas (the "**Licensee**").

WITNESSETH:

WHEREAS, the Licensee has just conveyed to the Licensor approximately 1 acre of improved real property commonly identified as 7395 Moses Drive, Wylie, Collin County, Texas 75098 (Property ID Number 433524) (the "**Property**"), which includes an approximately 1,978 square foot residence (the "**Building**"), which Property is more particularly described and depicted on Exhibit A attached hereto; and

WHEREAS, the Licensor acquired the Property from the Licensee for the public use and purpose of constructing, improving, widening and maintaining a roadway system known as Park Boulevard, in Collin County, Texas (the "**Project**"); and

WHEREAS, the Licensor has agreed to grant to the Licensee, and the Licensee has agreed to accept from the Licensor, a license to use and occupy the Property during the License Period (as hereinafter defined) pursuant to the terms and provisions of this Agreement; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. License.

(a) The Licensor hereby grants to the Licensee a license (the "**License**") to use and occupy the Property, including the Building, for the purposes hereinafter provided along with the right to use all personal property and fixtures that are owned by the Licensee located on or in the Property and/or the Building as of the Commencement Date (as hereinafter defined), for the License Period.

(b) The Licensee has inspected and is familiar with the Property and the Building and accepts same and the contents thereof in their "as is" condition as of the Commencement Date.

2. License Period.

(a) The License Period (herein so called) shall commence on the date first set forth above (the "**Commencement Date**") and, subject to the provisions of subparagraph (b) below, shall expire at 11:59 P.M. on June 30, 2021 (the "**Expiration Date**"), unless sooner terminated pursuant to any term or provision hereof or pursuant to law.

(b) Notwithstanding the provisions of Paragraph (a) above, the Licensee shall have the right to terminate this Agreement by delivery to the Licensor of written notice delivered not less than thirty (30) days prior to the desired early termination date.

3. License Fee. The Licensee shall be entitled to occupy the Property without payment of an additional license fee or payment of rent; provided, that the Licensee shall be responsible for obtaining and payment for all utilities and other services serving the Property or the Building, or otherwise used by the Licensee in his use and enjoyment thereof. Notwithstanding the termination of this Agreement for any reason whatsoever prior to the end of the License Period, the Licensee shall not be entitled to any additional compensation from the Licensor for the value of the Property acquired by the Licensor from the Licensee in connection with the Project.

4. Services. The Licensee, at his sole cost and expenses, shall be responsible for maintaining all utilities and other services for use and enjoyment of the Property and the Building. The Licensor shall have no obligation to provide any utilities or services to the Property or to pay for any utilities or services used on the Property. The Licensor shall not be liable for any failure to supply, or for the interruption, reduction or discontinuance of, utilities or services (either temporarily or permanently), nor shall any such failure to supply, interruption, reduction or discontinuance of utilities or services in any way be construed as an eviction of the Licensee; provided, however, that the Licensor agrees to restore any utilities or serviced that are interrupted as a result of Licensor's construction of the Project.

5. Uses. The Licensee shall use and occupy the Property and the Building only for his personal residential purposes, which may include the use thereof for a home-based business and/or home office.

6. Compliance with Law. The Licensee shall comply with all laws and regulations applicable to his use and occupancy of the Property.

7. Repairs, Maintenance, etc. The Licensee, at his sole cost and expense, shall take good care of the Property and the Building, and all fixtures and appurtenances therein or thereon, reasonable wear and tear excepted. The Licensee shall also be responsible, at his sole cost and expense, for repairing any damage to the Building. Licensor shall have no liability whatsoever to the Licensee for the maintenance, repair or replacement of the Property, including the Building, or any fixtures, appurtenances or personal property therein or thereon. Neither the Licensor nor the Licensee shall have any responsibility to the other in the event of any damage to or theft of any property or equipment of the other party except if caused by the gross negligence or willful misconduct of such party, and the party incurring such loss shall look to its own insurance coverage, if any, for recovery in the event of any such damage, loss or theft.

8. Insurance; Indemnity. In addition to any insurance that the Licensee may choose to carry on the Property, the Building or Licensee's personal property, the Licensee shall, at his sole cost and expense, procure and maintain at all times during the License Period general liability insurance, written on an occurrence basis, with a combined single limit for bodily injury and property damages of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate, with Licensor named as an additional insured. The Licensee agrees to indemnify and

save harmless the Licensor, its officers, employees, agents and independent contractors, from any and all suits, actions, claims, damages, costs, charges, liabilities and expenses (including without limitation, reasonable attorneys' fees and disbursements) which may be imposed upon or incurred by reason of or in connection with loss of income, loss of life, bodily or personal injury or property damage (i) occurring in or about the Property arising from any cause whatsoever unless such loss of income, loss of life, injury or property damage is the result of the willful acts or gross negligence of the Licensor, its employees or agents; (ii) arising out of the Licensee's use of the Property or the conduct of its business on the Property; (iii) arising out of any breach or default by the Licensee in the observance or performance of the covenants and agreements of this Agreement; (iv) arising out of any act or omission of the Licensee, his agents, employees, invitees, guests, licensees or contractors; or (v) relating to the presence or release of hazardous materials (as such term is used under applicable state and federal law) in, on, from or about the Property during the License Period.

9. Assignment; Sublicensing. The License granted hereby is personal to the Licensee and shall not be assigned nor shall the Licensee sublicense or otherwise permit or suffer the occupancy of the Property by any third party.

10. Alterations. The Licensee may, at his sole cost and expense, make alterations to the Property, provided that the Licensee obtains the prior written consent thereto of the Licensor which shall not be unreasonably withheld.

11. Default. If either party defaults in the performance of any of its obligations hereunder and such default continues for more than thirty (30) days after receipt of written notice from the non-defaulting party (except that if such nonmonetary default cannot be reasonably cured with the exercise of reasonable diligence during said 30-day period, such period shall be extended for reasonable additional time, provided that the defaulting party has commenced to cure such default within the 30-day period and proceeds diligently thereafter to effect such cure), the non-defaulting party shall have the right to terminate the License herein granted and pursue any other remedies available at law or in equity, except as limited in paragraph 13 hereof.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

13. Notices. Any notice, demand or request under this Agreement shall be in writing, shall be addressed as hereinafter provided and delivered by registered or certified mail (return receipt requested) which is delivered by reputable overnight commercial carrier (e.g., Federal Express) or hand-delivered and shall be deemed effective upon receipt, addressed as follows:

If to the Licensor:

Collin County Engineering
4690 Community Avenue, Ste. 200
McKinney, Texas 75071
Attn: Clarence Daugherty

If to the Licensee:

Silvino Guevara
7395 Moses Drive
Wylie, TX 75908

14. Quiet Enjoyment. The Licensor covenants and agrees that, so long as the Licensee shall fully, faithfully and timely observe and perform the agreements, covenants and conditions of this Agreement on his part to be observed and performed with respect to the related Property, the Licensee shall and may peaceably and quietly have, hold and enjoy the Property for the License Period without disturbance, hindrance, ejection or molestation by or from the Licensor, subject, however, to the provisions hereof.

15. Surrender. Upon termination of this Agreement for any reason, the Licensee shall remove from the Property all of the Licensee's goods and effects and quit and deliver up the Property to the Licensor peaceably and quietly. Goods and effects not removed by the Licensee at the termination of this Agreement, however terminated, shall be considered abandoned and the Licensor may dispose of and/or store the same as it deems expedient, with the costs of any disposal and/or storage to be paid by the Licensee to the Licensor upon demand.

16. Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Abandonment. If at any time during the License Period, the Licensee abandons the Property or any part thereof, the Licensor may, at the Licensor's option, consider the License to have been terminate, and take possession of the Property without becoming liable to the Licensee for damages or for any payment of any kind whatever. If the Licensor's right of reentry is exercised following abandonment of the Property by the Licensee, then the Licensor shall consider any personal property belonging to the Licensee and left on the Property to also have been abandoned, in which case the Licensor may dispose of all such personal property in any manner the Licensor shall deem proper and the Licensor is hereby relieved of all liability for doing so.

18. Access by the Licensor. The Licensor and its employees and agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the License Period, to enter the Property, other than the Building, for the purposes related to the Project or otherwise to inspect the Property, other than the Building, or to make repairs thereto. Upon reasonable prior request and at a reasonable time, the Licensor shall have the right to enter the Building to inspect same, provided that such entry does not unreasonably disturbed the Licensee's use and enjoyment thereof.

19. Miscellaneous.

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(b) *Governing Law.* This Agreement shall, with respect to the Property, be governed by and construed in accordance with the laws of the particular area in which the related Property is located.

(c) *Section Headings.* The section titles herein are for convenience only and do not define, limit or construe the contents of such sections.

(d) *Attachments and Exhibits.* All attachments and exhibits to this Agreement are hereby made a part hereof as if fully set out herein.

(e) *Severability.* If any provision or provisions in this Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.

(f) *Nonliability.* The Licensee agrees that no officers, employees or any agents of the Licensor shall have any personal obligation hereunder, and that the Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any such officers, employees or agents.

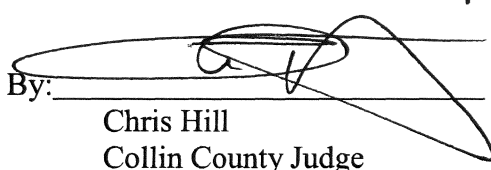
(g) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written

LICENSOR:

COLLIN COUNTY, TEXAS

By: _____


Chris Hill
Collin County Judge

LICENSEE:

SILVINO GUEVARA