

When recorded, return to:

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Jeff Matthews

WATER METER LICENSE AND MAINTENANCE AGREEMENT

This WATER METER LICENSE AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered into as of the ____ day of _____, 2014, by and between **BRECKENRIDGE GROUP NORMAN OKLAHOMA, LLC**, a Texas limited liability company ("Breckenridge"), and **THE CITY OF NORMAN, OKLAHOMA**, a _____ (the "City").

RECITALS:

A. Breckenridge is the owner of the land described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. In connection with Breckenridge's planned development of the Property, the City has requested that Breckenridge grant to the City a non-exclusive license over the Property for the limited purposes of the installation, maintenance, operation, repair and replacement of publicly-owned below ground water meters and other related facilities and improvements located in, on or under the Property, including, without limitation, water meter boxes (collectively, the "Public Water Meters"), which Public Water Meters shall be connected to the water main to be maintained by the City (the "Water Main") by one inch (1") water service lines (the "Service Lines") to be operated, repaired, maintained, and replaced by Breckenridge.

C. Breckenridge consents to the grant of such license, subject to the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. The recitals are true and correct and are incorporated herein by reference.
2. License. Breckenridge hereby GRANTS, BARGAINS, SELLS and CONVEYS unto the City a non-exclusive license (the "License") over, under and across the Property for the limited purposes of the construction, installation, maintenance, operation, repair and replacement of the Public Water Meters.
3. Maintenance Obligations.
 - (a) City's Obligation. The City shall maintain the Water Main and the Public Water Meters in good condition and repair and in accordance with the standards necessary to comply with all applicable laws, codes and ordinances, and shall pay, when due, all costs and expenses of such maintenance and repair for which it is legally responsible.

(b) Breckenridge's Obligation. Breckenridge shall maintain the Service Lines in good condition and repair and in accordance with the standards necessary to comply with all applicable laws, codes and ordinances, and shall pay, when due, all costs and expenses of such maintenance and repair for which it is legally responsible.

4. Breckenridge Reservation. Breckenridge reserves the right to use the surface and subsurface of the Property for any and all purposes not inconsistent with the purpose of the License; provided that such uses by Breckenridge will not materially prevent the City from exercising its rights or performing its obligations under this Agreement.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

6. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. Limitation on Obligations. The obligations of Breckenridge hereunder shall be limited to those obligations accruing during Breckenridge's time of ownership of the Property, and upon the conveyance of any portion of the Property by Breckenridge, Breckenridge's obligations with respect to the portion of the Property so conveyed shall cease and terminate effective as of and from and after the date of such conveyance, except for liabilities and obligations which had accrued as of such date. Upon conveyance of any portion of the Property by Breckenridge, the maintenance obligations hereunder for the portion of the Property so conveyed shall become the obligation of the successor owner.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective as of the day and year first above written.

BRECKENRIDGE:

BRECKENRIDGE GROUP NORMAN OKLAHOMA, LLC,
a Texas limited liability company

By: _____
Name: Greg Henry
Title: manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 21st day of May, 2014, by Greg Henry, the manager of BRECKENRIDGE GROUP NORMAN OKLAHOMA, LLC, a Texas limited liability company, on behalf of said limited liability company.



My Commission Expires:
3/5/16

Jenni Simmons
Notary Public, State of Texas
Jenni Simmons
Printed Name of Notary Public

CITY:

**[THE CITY OF NORMAN, OKLAHOMA,
a _____]**

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

Approved as to form and legality this 21 day of May,
2014.




EXHIBIT A

PROPERTY