

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com



ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (“**Assignment**”) is executed by Carma Paso Robles LLC, a Texas limited liability company (“**Carma**”), and Kissing Tree Master Community, Inc., a Texas nonprofit corporation (the “**Association**”), to be effective as the ____ day of _____, 2017 (the “**Effective Date**”).

RECITALS

A. City of San Marcos, Texas, a municipal corporation and home-rule city of the State of Texas (the “**City**”) and Carma have executed a License Agreement dated March 17, 2017 (the “**License Agreement**”) to evidence their agreement regarding Carma’s plans to install and maintain Improvements within the City’s public right-of-way.

B. Pursuant to *Section 14* of the License Agreement, Carma may assign the License Agreement to the Association with the prior written consent of the City. Such written consent is attached hereto and incorporated herein.

C. Carma now wishes to assign and transfer to the Association all of its rights, title and interests in and to the License Agreement, and the Association has agreed to accept such assignment and assume all of Carma’s obligations with respect to the License Agreement from and after the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carma and the Association agree as follows:

1. Transfer and Assignment of Carma’s Rights. Carma does hereby grant, sell, set over, transfer and assign the License Agreement to the Association, its successors and assigns, without recourse or warranty, express or implied, and all of Carma’s rights, title, interest, powers, privileges, benefits and obligations under the License Agreement (the “**Assigned Rights**”).

2. Exceptions to Conveyance. Any and all currently existing encumbrances and exceptions or matters existing of record as of the date hereof, but only to the extent they affect or relate to the License Agreement shall hereby be deemed exceptions to the conveyance contemplated herein.

3. Assumption and Indemnification. By its acceptance hereof, the Association hereby assumes and agrees to perform all obligations arising from and relating to Carma’s rights, title, interest,

powers, privileges, benefits and obligations under the License Agreement, and agrees to indemnify and hold harmless Carma from and against any and all losses, costs (including, without limitation, the costs of litigation and reasonable attorney's fees), claims, causes of action, damages, duties, obligations, liabilities, and commitments (collectively, the "**Losses**") arising under or relating to this Assignment or the License Agreement, EVEN IF THE NEGLIGENCE OF CARMA OR CARMA'S INVITEES, LICENSEES, SUCCESSORS AND ASSIGNS IS ALLEGED TO HAVE CAUSED, IN WHOLE OR IN PART, SUCH LOSSES.

4. Survival of Provisions. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Defined Terms. All defined terms delineated with initial capital letters in this Assignment that are not defined herein shall have the meaning ascribed to them in the License Agreement. Other terms have the meanings commonly ascribed to them.

EXECUTED to be effective on the date fully executed by Carma, the Association and the City.

[SIGNATURE PAGES FOLLOW]

CARMA PASO ROBLES, LLC,
a Texas limited liability company

By:



Chad Matheson, Chief Financial Officer

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on 13 day of July, 2017, by Chad Matheson, Chief Financial Officer of Carma Paso Robles, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

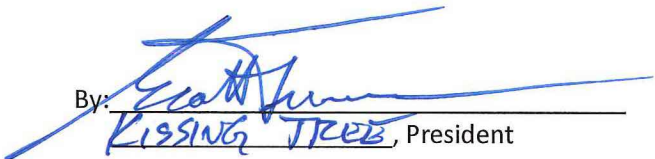


Notary Public, State of Texas



ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

KISSING TREE MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: 
KISSING TREE, President

STATE OF TEXAS

§

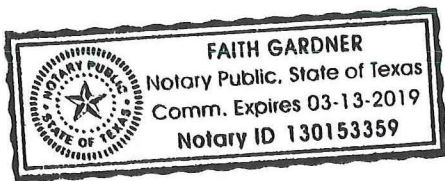
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on 13 day of July, 2017, by Scott Turner, President of Kissing Tree Master Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]





Notary Public, State of Texas

ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

The City of San Marcos, Texas

By: _____
_____, _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2017, by _____, _____ of the City of San Marcos, Texas, a municipal corporation and home-rule city of the State of Texas, on behalf of such city.

[SEAL]

Notary Public, State of Texas