

**REVOCABLE LICENSE AGREEMENT**

**THE STATE OF TEXAS**

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**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

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This is a Revocable License Agreement by and between Williamson County, a political subdivision of the State of Texas (hereinafter referred to as "LICENSOR"), and Rocky Top Ranch & Rocky Top Estates Owner's Association, INC., a Texas Corporation, whose address is 725 Camp Springs Lane, Georgetown, TX 78633 (hereinafter referred to as "LICENSEE"), owner of (Rocky Top Ranch) as recorded in Document No. 2014078782 of the Official Public Records of Williamson County, Texas, and located at Rocky Top Ranch ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit native plantings and trees and a natural stone sign to reside wholly within the R.O.W. (Right-Of-Way) of the PROPERTY, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Appendix B of the Subdivision Regulations.

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the County Subdivision Regulations, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the County Subdivision Regulations. If any Licensee fails and refuses to allow the County Commissioner, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 232 of the Local Government Code, and the County Commissioner may revoke the revocable license for the Licensed Area, and such action shall be final.

- B. The County shall have the right at any and all times upon 30 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the County for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the County shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the County.
- C. The Licensee shall have the right at any time upon 30 days written notice to the County, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the County, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the County may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.
- E. Upon written consent of the County, acting by and through the County Commissioner, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Chapter 232 of the Local Government Code, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the County's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the County, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the County, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the County desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction and any damaged preexisting improvements per Attachment "A" within the Licensed Area, shall be paid for by the County the said Licensor, his assigns, successors and representatives.
- G. Solely as between the County and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the County, its assigns, grantees, or licensees might install or construct.

- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the County, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the County's right-of-way and the structures and facilities therein. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
1. The Licensee has, in writing, advised the County Commissioner of the name and mailing address of the transferee or assignee; and
  2. The transferee or assignee has furnished the County Commissioner its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 232 of the Local Government Code. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the County to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 232 of the Local Government Code.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the County's right-of-way reveals by his application for a building permit or other authorization of the County that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the County's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of County Subdivision Regulations, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the County's right-of-way by any person or the abutting land owner shall not interfere with the County's lawful use thereof.
  2. The proposed construction within a public street, roadway, sidewalk or easement or the County's right-of-way shall be in accordance with the County's Subdivision Regulations, and any other applicable ordinances and regulations.
- M. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the County's right-of-way:
1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the County's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
  3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.
- N. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the County Engineer. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the County Engineer, the County may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.
- O. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the County, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the County's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.
- P. Irrigation operation that is deemed detrimental to the County's infrastructure shall be corrected by the Licensee within 30 days of notice of it being detrimental. The cost of all adjustments are at the sole expense of \_Licensee. If after 30 days from the initial notice of detrimental irrigation operations, the County Engineer determines the operations remain unsatisfactory, the irrigation within the County's Right of Way shall be terminated to the extent dictated by the County Engineer at the sole expense of the Licensee.
- Q. All signage and sign supports must be approved by the County prior to the initiation of construction.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the County.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(signatures on following page)*

LICENSOR:  
Williamson County

By: \_\_\_\_\_  
Dan A. Gattis, Williamson County Judge  
Williamson County Judge's Office

LICENSEE:

By: John McLaughlin  
John McLaughlin, Owner  
JTM-GT, L.P., a Texas Limited Partnership

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Judge Dan A. Gattis in his official capacity as Williamson County Judge for Williamson County, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

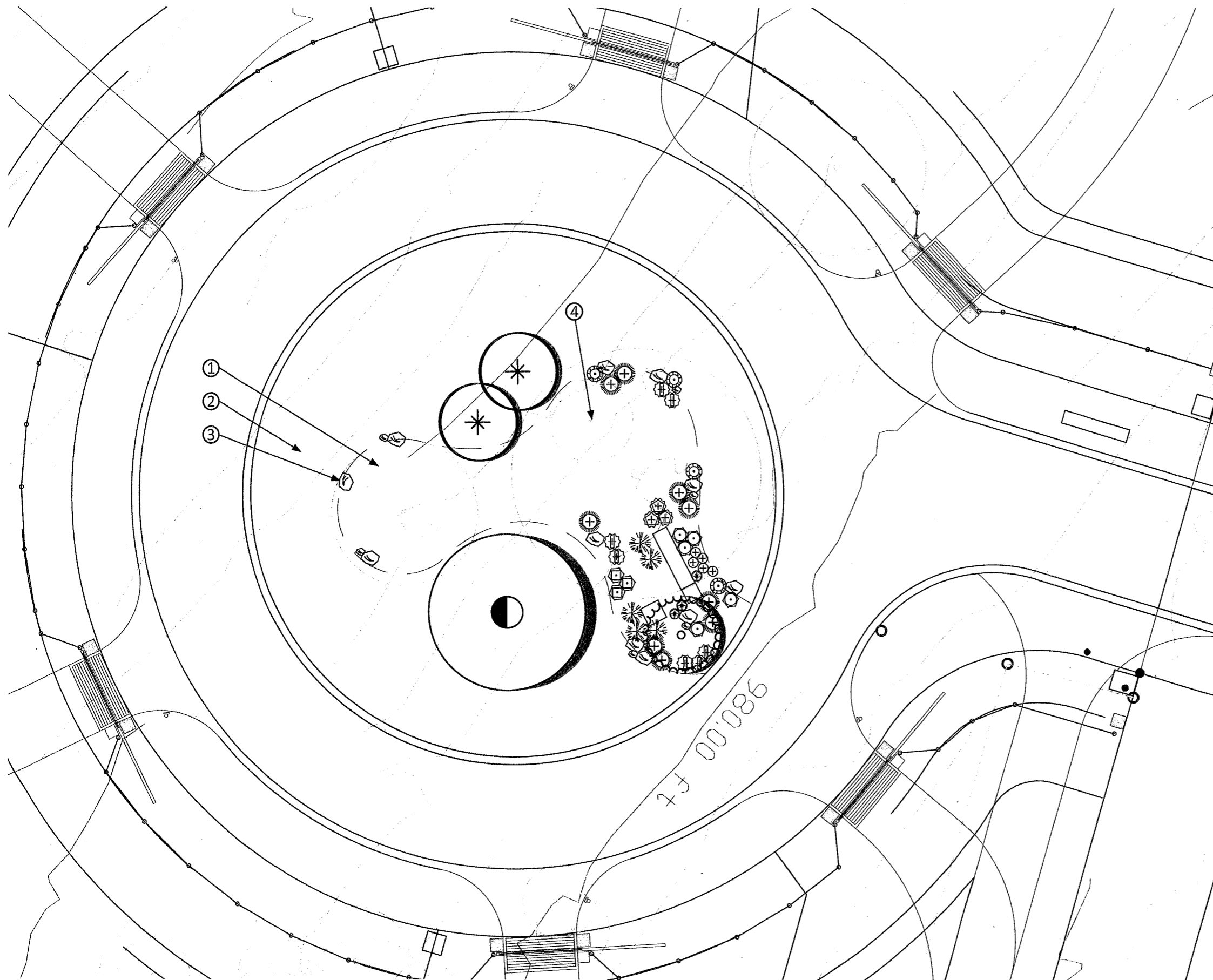
STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the 21 day of May, 20\_\_\_, by John McLaughlin, Owner, in his official capacity as Rocky Top Ranch & Rocky Top Estates Owner's Association, on behalf of said corporation.

Rachel Marie Arnold  
\_\_\_\_\_  
Notary Public, State of Texas





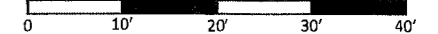
PLANT SCHEDULE LANDSCAPE ISLAND					
DECIDUOUS TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	DESCRIPTION
	1	TEXAS RED OAK / QUERCUS TEXANA	100 GAL	4" CAL	10'-12'H X 6'-6"W, 6" TRUNK HT., B&B
FLOWERING TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	DESCRIPTION
	1	TEXAS MOUNTAIN LAUREL / SOPHORA SECUNDIFLORA	15 GAL	1.5" CAL	6'-6"H, CONTAINER GROWN
	2	TEXAS REDBUD / CERCIS CANADENSIS TEXENSIS	65 GAL	3" CAL	8' H X 10' W, CONTAINER GROWN
DECIDUOUS SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DESCRIPTION	SPACING
	3	BUTTERFLY GAURA, WHITE / GAURA LINDHEIMERI	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	6	LANCELEAF TICKSEED / COREOPSIS LANCEOLATA	1 GAL	PER TNLA STANDARDS & SPECS	12" O.C.
	6	PURPLE TRAILING LANTANA / LANTANA MONTEVIDENSIS 'PURPLE'	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	4	ROCK PENSTEMON / PENSTEMON BACCHARIFOLIUS	3 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	3	TEXAS LANTANA / LANTANA HORRIDA	3 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
GRASSES	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DESCRIPTION	SPACING
	6	BIG MUHLY / MUHLENBERGIA LINDHEIMERI	6 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
SUCCULENTS	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DESCRIPTION	SPACING
	3	RED YUCCA / HESPERALOE PARVIFLORA	6 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	9	SPINELESS PRICKLY PEAR / OPUNTIA ELLISIANA	6 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	7	TWISTLEAF YUCCA / YUCCA RUPICOLA	6 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
MATERIALS	QTY	NAME	SIZE	DESCRIPTION	
	17	NATURAL LIMESTONE BOULDERS	VARIES	OWNER TO PROVIDE AND POSITION AS DESIRED	

**KEY NOTES**

- 2,212 SF NATURAL AREA TO BE MULCHED WITH RECYCLED CEDAR MULCH GENERATED FROM ON-SITE TREE REMOVAL
- 5,800 SF TO BE REVEGETATED PER CITY STANDARDS WITH DEER RESISTANT SEED MIX
- LIMESTONE BOULDERS TO BE FURNISHED AND POSITIONED BY OWNER
- EXISTING TREE TO BE REMOVED

**GENERAL NOTES:**

- ALL PLANTS HAVE BEEN REVIEWED AND SPECIFIED TO BE PERENNIAL IN NATURE AND CORRESPOND WITH SUNLIGHT AND SIZING REQUIREMENTS.
- OWNER SHALL BE PRESENT DURING POSITIONING OF ALL SHRUBS AND TREES.



**CONCEPTUAL PLANTING PLAN - EXHIBIT 'A'**

APRIL 2018

SHADE TREES / ORNAMENTAL TREES



TEXAS RED OAK



TEXAS RED BUD



TX MOUNTAIN LAUREL

SHRUBS



PRICKLY PEAR



TWISTLEAF YUCCA



RED YUCCA



BIG MUHLY



GUARA



COREOPSIS



TEXAS LANTANA



TRAILING LANTANA

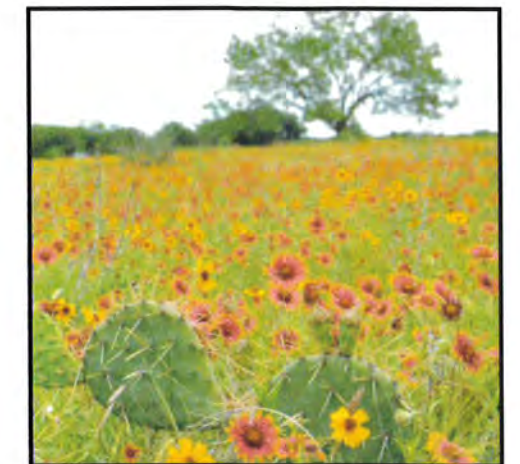


ROCK PENSTEMON

GROUND MATERIAL



NATURAL BOULDER



DEER RESISTANT SEED MIX



GROUND CEDAR MULCH

LANDSCAPE MATERIAL IMAGERY - EXHIBIT 'A'