

## **LICENSE AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the WILLIAMSON COUNTY, TEXAS, and its representative Williamson County Parks and Recreation Department (hereinafter jointly "Licensor"), and THE HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC. (hereinafter, "Licensee").

Whereas, Licensor is the owner of the real property known as Southwest Williamson County Regional Park, which is as depicted by Exhibit "A" (hereinafter the "Property"), attached hereto and incorporated herein; and

Whereas, Licensee desires to exercise certain rights and privileges upon the Property as depicted by Exhibit "A"; and

Whereas, Licensor desires to grant Licensee certain rights and privileges upon the Property; and

NOW, THEREFORE, it is agreed as follows:

### **I. License**

- 1.1 Licensee shall have the right to access the Southwest Williamson County Regional Park for the purpose of mowing and trimming grass and brush within an area up to ten (10) feet alongside the common boundary, as depicted by Exhibit "A". This includes the removal of scrub ashe juniper and similar brushy growth upon on-site consultation with Licensor.
- 1.2 It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the Property by virtue of this license.
- 1.3 It is further understood that before conducting any work either initially or at any other time within the Property, Licensee shall present a detailed plan to Licensor for review and approval. Approval of any plan shall be solely within the discretion of the Licensor. At its sole discretion, the Licensor shall be provided the opportunity to conduct an on-site inspection prior to the commencement of any work to remove any obstacles, potential obstacles or brushy growth.

## **II. Consideration**

- 2.1 In consideration for this license, Licensee shall pay Licensor \$10.00 and other good and valuable consideration.

## **III. Nonassignability**

- 3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable. Any assignment in violation of this Agreement will automatically terminate the license.

## **IV. Terminable at Will**

- 4.1 This Agreement is terminable by either party at will for any reason by the giving of thirty (30) days actual notice to the other party.

## **V. Indemnity**

- 5.1 Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's or its employees, contractors, subcontractors, exercise of the license under this Agreement.

## **VI. Release**

- 6.1 Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

## **VII. Venue**

- 7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

VIII. Notice

8.1 Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

LICENSOR: Williamson County Parks and Recreation Department  
219 Perry Mayfield Dr.  
Leander, Tx 78641

LICENSEE: THE HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC  
Amy Lynn Payne  
1011 North Lander  
AUSTIN, TX 78703

IN WITNESS WHEREOF, this AGREEMENT is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*(signatures on following page)*

**LICENSOR**

**LICENSEE**

WILLIAMSON COUNTY, TEXAS

THE HIGHLANDS AT MAYFIELD RANCH  
MASTER COMMUNITY, INC.

By: \_\_\_\_\_

By: Amy Lynn Payne

Its: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

Date: 1/22/19

**ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, in the capacity and for the purposes and consideration therein  
indicated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public, State of \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Texas  
COUNTY OF Trovis

This instrument was acknowledged before me on this 22<sup>nd</sup> day of January, 2019,  
by Amy Lynn Payne on behalf of Highlands at Master Comm., Inc., whose  
name is subscribed to the preceding instrument, and acknowledged to me that he executed it for  
the purposes and consideration expressed in it.

Karen R Ayers  
Signature

Karen R Ayers  
Printed Name  
Notary Public, State of Texas

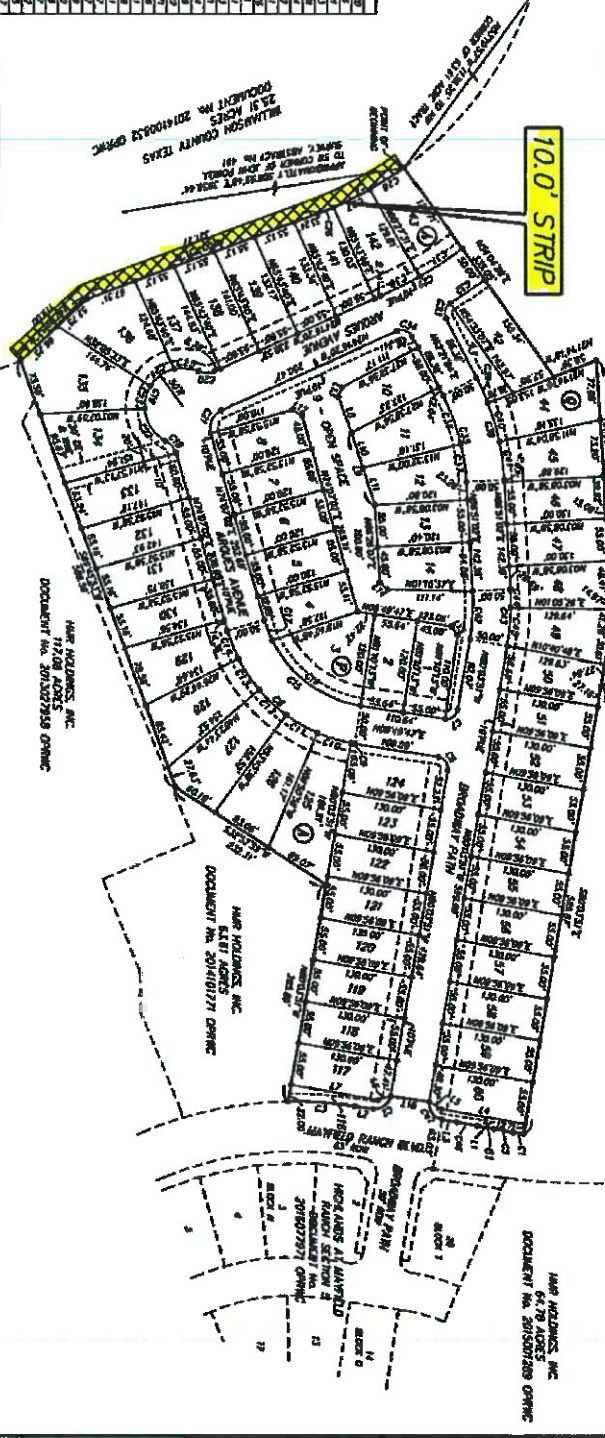
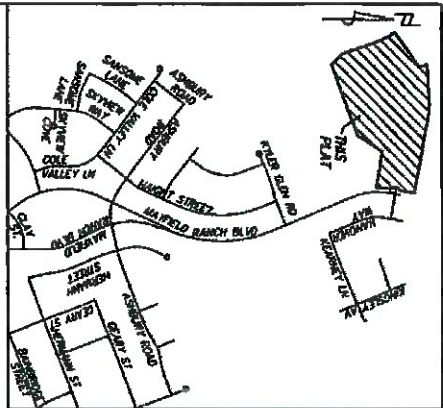


# EXHIBIT A

## HIGHLANDS AT MAYFIELD RANCH SECTION 12A WILLIAMSON COUNTY, TEXAS



- LEGEND:
- = SET BACK AND WITH "O" SOMETHING "O" CAP
  - = BUILDING STRUCTURE LINE
  - = PUBLIC UTILITY (ELECTRICITY)
  - = BLOCK MARK



GRID	LENGTH	WIDTH	AREA	ORDER	REMARKS
10	100.00	100.00	10000.00	1	100' x 100'
11	100.00	100.00	10000.00	2	100' x 100'
12	100.00	100.00	10000.00	3	100' x 100'
13	100.00	100.00	10000.00	4	100' x 100'
14	100.00	100.00	10000.00	5	100' x 100'
15	100.00	100.00	10000.00	6	100' x 100'
16	100.00	100.00	10000.00	7	100' x 100'
17	100.00	100.00	10000.00	8	100' x 100'
18	100.00	100.00	10000.00	9	100' x 100'
19	100.00	100.00	10000.00	10	100' x 100'
20	100.00	100.00	10000.00	11	100' x 100'
21	100.00	100.00	10000.00	12	100' x 100'
22	100.00	100.00	10000.00	13	100' x 100'
23	100.00	100.00	10000.00	14	100' x 100'
24	100.00	100.00	10000.00	15	100' x 100'
25	100.00	100.00	10000.00	16	100' x 100'
26	100.00	100.00	10000.00	17	100' x 100'
27	100.00	100.00	10000.00	18	100' x 100'
28	100.00	100.00	10000.00	19	100' x 100'
29	100.00	100.00	10000.00	20	100' x 100'
30	100.00	100.00	10000.00	21	100' x 100'
31	100.00	100.00	10000.00	22	100' x 100'
32	100.00	100.00	10000.00	23	100' x 100'
33	100.00	100.00	10000.00	24	100' x 100'
34	100.00	100.00	10000.00	25	100' x 100'
35	100.00	100.00	10000.00	26	100' x 100'
36	100.00	100.00	10000.00	27	100' x 100'
37	100.00	100.00	10000.00	28	100' x 100'
38	100.00	100.00	10000.00	29	100' x 100'
39	100.00	100.00	10000.00	30	100' x 100'
40	100.00	100.00	10000.00	31	100' x 100'
41	100.00	100.00	10000.00	32	100' x 100'
42	100.00	100.00	10000.00	33	100' x 100'
43	100.00	100.00	10000.00	34	100' x 100'
44	100.00	100.00	10000.00	35	100' x 100'
45	100.00	100.00	10000.00	36	100' x 100'
46	100.00	100.00	10000.00	37	100' x 100'
47	100.00	100.00	10000.00	38	100' x 100'
48	100.00	100.00	10000.00	39	100' x 100'
49	100.00	100.00	10000.00	40	100' x 100'
50	100.00	100.00	10000.00	41	100' x 100'
51	100.00	100.00	10000.00	42	100' x 100'
52	100.00	100.00	10000.00	43	100' x 100'
53	100.00	100.00	10000.00	44	100' x 100'
54	100.00	100.00	10000.00	45	100' x 100'
55	100.00	100.00	10000.00	46	100' x 100'
56	100.00	100.00	10000.00	47	100' x 100'
57	100.00	100.00	10000.00	48	100' x 100'
58	100.00	100.00	10000.00	49	100' x 100'
59	100.00	100.00	10000.00	50	100' x 100'
60	100.00	100.00	10000.00	51	100' x 100'
61	100.00	100.00	10000.00	52	100' x 100'
62	100.00	100.00	10000.00	53	100' x 100'
63	100.00	100.00	10000.00	54	100' x 100'
64	100.00	100.00	10000.00	55	100' x 100'
65	100.00	100.00	10000.00	56	100' x 100'
66	100.00	100.00	10000.00	57	100' x 100'
67	100.00	100.00	10000.00	58	100' x 100'
68	100.00	100.00	10000.00	59	100' x 100'
69	100.00	100.00	10000.00	60	100' x 100'
70	100.00	100.00	10000.00	61	100' x 100'
71	100.00	100.00	10000.00	62	100' x 100'
72	100.00	100.00	10000.00	63	100' x 100'
73	100.00	100.00	10000.00	64	100' x 100'
74	100.00	100.00	10000.00	65	100' x 100'
75	100.00	100.00	10000.00	66	100' x 100'
76	100.00	100.00	10000.00	67	100' x 100'
77	100.00	100.00	10000.00	68	100' x 100'
78	100.00	100.00	10000.00	69	100' x 100'
79	100.00	100.00	10000.00	70	100' x 100'
80	100.00	100.00	10000.00	71	100' x 100'
81	100.00	100.00	10000.00	72	100' x 100'
82	100.00	100.00	10000.00	73	100' x 100'
83	100.00	100.00	10000.00	74	100' x 100'
84	100.00	100.00	10000.00	75	100' x 100'
85	100.00	100.00	10000.00	76	100' x 100'
86	100.00	100.00	10000.00	77	100' x 100'
87	100.00	100.00	10000.00	78	100' x 100'
88	100.00	100.00	10000.00	79	100' x 100'
89	100.00	100.00	10000.00	80	100' x 100'
90	100.00	100.00	10000.00	81	100' x 100'
91	100.00	100.00	10000.00	82	100' x 100'
92	100.00	100.00	10000.00	83	100' x 100'
93	100.00	100.00	10000.00	84	100' x 100'
94	100.00	100.00	10000.00	85	100' x 100'
95	100.00	100.00	10000.00	86	100' x 100'
96	100.00	100.00	10000.00	87	100' x 100'
97	100.00	100.00	10000.00	88	100' x 100'
98	100.00	100.00	10000.00	89	100' x 100'
99	100.00	100.00	10000.00	90	100' x 100'
100	100.00	100.00	10000.00	91	100' x 100'
101	100.00	100.00	10000.00	92	100' x 100'
102	100.00	100.00	10000.00	93	100' x 100'
103	100.00	100.00	10000.00	94	100' x 100'
104	100.00	100.00	10000.00	95	100' x 100'
105	100.00	100.00	10000.00	96	100' x 100'
106	100.00	100.00	10000.00	97	100' x 100'
107	100.00	100.00	10000.00	98	100' x 100'
108	100.00	100.00	10000.00	99	100' x 100'
109	100.00	100.00	10000.00	100	100' x 100'

LOT	AREA	REMARKS
1	10000.00	100' x 100'
2	10000.00	100' x 100'
3	10000.00	100' x 100'
4	10000.00	100' x 100'
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94	10000.00	100' x 100'
95	10000.00	100' x 100'
96	10000.00	100' x 100'
97	10000.00	100' x 100'
98	10000.00	100' x 100'
99	10000.00	100' x 100'
100	10000.00	100' x 100'

NEW STREETS:  
 AVONDALE AVENUE  
 BROADWAY  
 100' x 100'

LONGIN DESIGN STUDIO  
 2000  
 200' x 100'

SITE DATA:  
 TOTAL AREA: 1180 ACRES  
 3 LOTS  
 1 OPEN SPACE LOT

DATE: JAN 8, 2015  
 RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
 2800 JAZZ STREET, RICHARDSON, TEXAS 75081  
 (972) 585-7333 FAX: (972) 585-7333  
 R/J SURVEYING & ASSOCIATES, INC.  
 2800 JAZZ STREET, RICHARDSON, TEXAS 75081  
 (972) 585-7333 FAX: (972) 585-7333

PROPERTY OWNERS:  
 HARRIS HOLDINGS, INC.  
 6478 ACRES  
 1001 NORTH LAMAR BLVD  
 AUSTIN, TEXAS 78703

SCALE: 1" = 100'  
 SHEET 1 OF 2 SHEETS