

## AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (this "**Amendment**") is made the Effective Date set forth below by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("**County**") and HIGHLAND SIX TWENTY RESIDENTIAL, LTD., A Texas limited partnership ("**Developer**").

### RECITALS:

A. County and Developer entered into that certain License Agreement dated March 12, 2009, granting Developer permission to install and maintain landscaping, lighting, fencing and irrigation of portions of the right-of-way of Great Oaks Drive as more particularly described in the License Agreement.

B. County and Developer have agreed that Developer shall cause an extension of Great Oaks Drive to be completed, and County and Developer desire to amend and modify the terms and provisions of the License Agreement to allow the installation and/or maintenance of landscaping, lighting, fencing and irrigation of portions of the right-of-way of such extension of Great Oaks Drive as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements for the parties set forth herein, as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Developer agree as follows:

1. All capitalized terms used herein but not defined shall have the meanings assigned to them in the License Agreement.

2. The License Agreement is hereby amended to add the portion of the right-of-way of Great Oaks Drive more particularly described on **Exhibit A** attached hereto as part of the Licensed Property. All referenced to the "Licensed Property" in the License Agreement shall mean and include both the portion of the right-of-way of Great Oaks Drive described in the Exhibits attached to the License Agreement and the portion of the right-of-way of Great Oaks Drive described on Exhibit A attached to this Amendment.

3. The License Agreement is hereby amended to add as part of the Licensed Property the landscaping, lighting, fencing and irrigation more particularly described on the plans attached hereto as **Exhibit B**. All referenced to the "Licensee's Improvements" in the License Agreement shall mean and include both those improvements described in the Exhibits attached to the License Agreement and the those improvements reflected in the plans attached as Exhibit B attached to this Amendment.

4. Except as amended and modified by this Amendment, all of the terms and provisions of the License Agreement shall continue in full force and effect, and the same are hereby confirmed, ratified and approved.

5. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

Executed by County and Developer on the dates set forth below their respective signatures below to be effective the date the last party signs.

**COUNTY:**

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Dated: March 17, 2011

**DEVELOPER:**

HIGHLAND SIX TWENTY RESIDENTIAL, LTD.

By: HRI-GP No. 1, L.L.C., a Texas limited liability  
company, General Partner

By: \_\_\_\_\_  
David Bodenman, President

Dated: March \_\_\_\_, 2011