

## LICENSE AGREEMENT

This Agreement is made this 30<sup>th</sup> day of January, 2019, 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 Leander  
AUSTIN, TX 78703

IN WITNESS WHEREOF, this AGREEMENT is executed on this 30<sup>th</sup> day of January, 2019.

*(signatures on following page)*

**LICENSOR**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravelly  
Its: County Judge

Date: 1/30/19

**LICENSEE**

THE HIGHLANDS AT MAYFIELD RANCH  
MASTER COMMUNITY, INC.

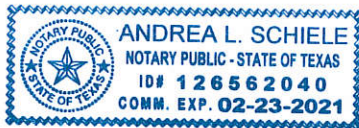
By: Amy Lynn Payne  
Its: President

Date: 1/22/19

**ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 30<sup>th</sup> day of January, 2019,  
by Bill Gravelly, in the capacity and for the purposes and consideration therein  
indicated.



Andrea L. Schiele  
Signature  
Andrea L. Schiele  
Printed Name  
Notary Public, State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF Texas

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.



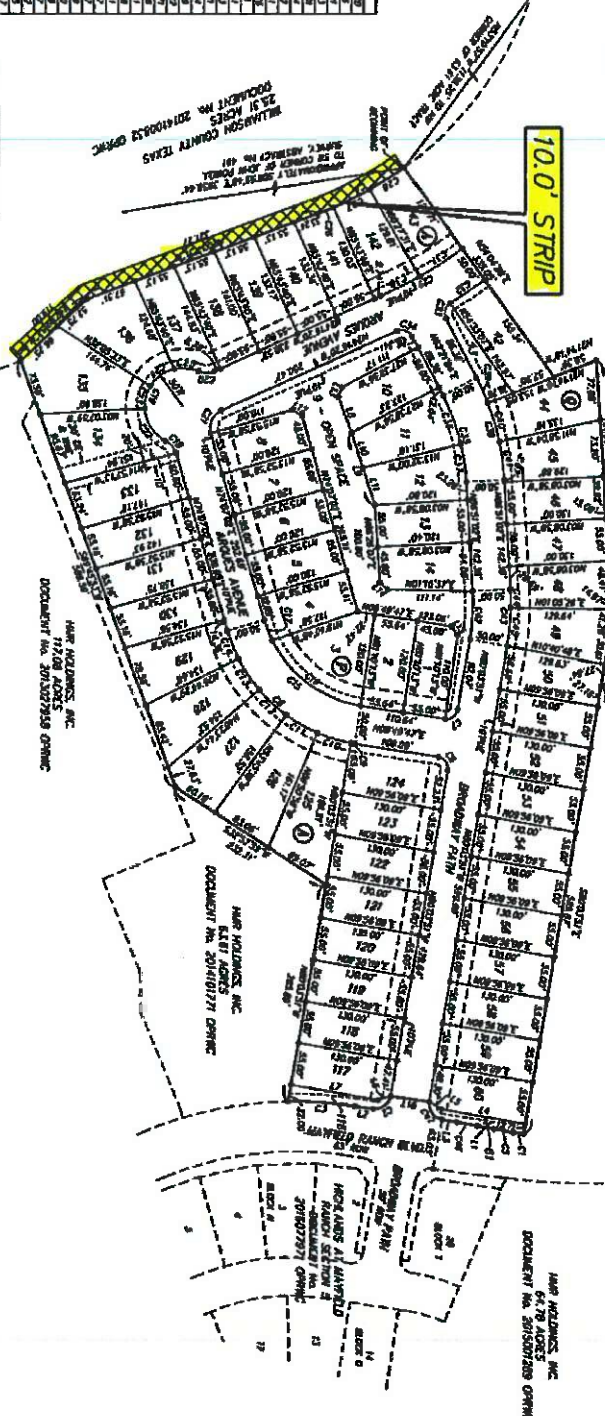
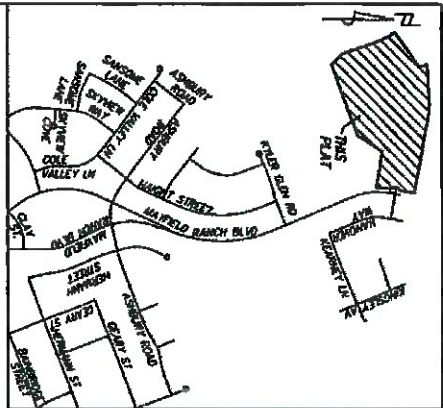
Karen R. Ayers  
Signature  
Karen R. Ayers  
Printed Name  
Notary Public, State of Texas

# EXHIBIT A

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



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



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

GRID	LENGTH	WIDTH	AREA	OWNER
101	100.00	100.00	10000.00	OWNER
102	100.00	100.00	10000.00	OWNER
103	100.00	100.00	10000.00	OWNER
104	100.00	100.00	10000.00	OWNER
105	100.00	100.00	10000.00	OWNER
106	100.00	100.00	10000.00	OWNER
107	100.00	100.00	10000.00	OWNER
108	100.00	100.00	10000.00	OWNER
109	100.00	100.00	10000.00	OWNER
110	100.00	100.00	10000.00	OWNER
111	100.00	100.00	10000.00	OWNER
112	100.00	100.00	10000.00	OWNER
113	100.00	100.00	10000.00	OWNER
114	100.00	100.00	10000.00	OWNER
115	100.00	100.00	10000.00	OWNER
116	100.00	100.00	10000.00	OWNER
117	100.00	100.00	10000.00	OWNER
118	100.00	100.00	10000.00	OWNER

NEW STREETS:  
 AVONDALE AVENUE  
 BROADWAY  
 20' WIDE

LONGIN DESIGN STUDIO  
 20' WIDE  
 20' WIDE

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

SHEET 1 OF 2 SHEETS

DATE: JAN 6, 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:  
 HIGHLANDS AT MAYFIELD RANCH SECTION 12A  
 WILLIAMSON COUNTY, TEXAS  
 1017 NORTH LAMAR BLVD  
 AUSTIN, TEXAS 78703