



**PROPERTY USE LICENSE  
FOR  
WILLIAMSON COUNTY SHERIFF'S OFFICE TRAINING**

**I. PARTIES**

This Property Use License for Williamson County Sheriff's Office Training ("License") is entered into this 7<sup>th</sup> day of October, 2025 ("Effective Date") by and between Williamson County, Texas ("County") and the undersigned property owner ("Property Owner") relating to the use of Property Owner's real property, as more fully described herein below, by the Williamson County Sheriff's Office ("WCSO") for purposes of training.

**II. PURPOSE**

Property Owner owns the real property identified as 1651 CR270 Leander, TX 78641, 1659 CR270 Leander, TX 78641, and 1653 CR270 Leander, TX 78641 (collectively, the "Property").

The WCSO wants to use the Property in conjunction with SWAT training exercises; and the Property Owner hereby agrees to permit County to use the Property for said limited purpose. County's use of the Property shall be strictly limited to law enforcement training exercises as expressly authorized herein. County shall not permit any other use of the Property, including public events, commercial activities, or media activities, without the prior written consent of Property Owner. County may, at its own expense and upon written consent of Property Owner, install temporary improvements, personal property and/or lighting as necessary on the Property. All improvements and personal property situated on the Property shall be immediately removed following the termination of this License. Any property that is left on the Property following the termination of this License will be deemed abandoned property and County hereby grants Property Owner the right to remove it and dispose of it, at County's sole cost and expense, as the Property Owner deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

County shall provide Property Owner with at least twenty-four (24) hours' prior notice of its intended entry onto the Property. County shall designate a supervising officer to be present on the Property at all times during its use. Property Owner shall retain the right to enter and inspect the Property at any time during County's use to ensure compliance with this License.

County shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with its use of the Property, including but not limited to OSHA standards, Texas statutes, and any rules applicable to law enforcement training exercises.

The parties expressly acknowledge and agree that this License is a limited, revocable, non-exclusive license for use of the Property only. Nothing in this Agreement shall be construed to create a lease, tenancy, easement, or any other estate or interest in real property. County shall have no right to exclusive possession of the Property,

and Property Owner shall retain full legal possession and control of the Property at all times, including the right to use the Property for its own purposes, at its sole and absolute discretion. This license is personal to County, revocable in accordance with the terms of this License, and shall not run with the land.

**III. WILDLIFE AND HABITAT PROTECTION.**

County shall conduct all activities on the Property in a manner that does not disturb, harass, harm, or otherwise adversely affect wildlife or wildlife habitat adjacent or surrounding the Property. County acknowledges that Property Owner is engaged in wildlife management and conservation practices to maintain agricultural, open-space, or other tax exemptions under Texas law. County shall not interfere with such practices and shall take all reasonable precautions to prevent disruption to wildlife, native vegetation, or habitat improvements. In the event County causes any disturbance, damage, or loss relating to wildlife or wildlife management efforts, County shall, at its sole cost and expense, promptly remediate such disturbance and restore the affected area to a condition reasonably acceptable to Property Owner, in addition to any indemnification obligations set forth herein.

**IV. ASSUMPTION OF RISK AND LIABILITY**

County, in using the Property does so at its sole risk. Property Owner shall not be liable for any damages to property or damages arising from personal injuries sustained by County and its respective officials, officers, agents, employees and representatives, in, on or about the Property, or of any other portion of the Property, including buildings, parking area walkways of the Property, unless such damage or injury is caused by the Property Owner’s negligence or willful misconduct. County assumes full responsibility for any property damage or injury which may occur to County and its respective officials, officers, agents, employees and representatives in, on or about the Property or other portion of the Property, unless such damage or injury is caused by the Property Owner’s negligence or willful misconduct.

County shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WCSO’s use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROPERTY OWNER, ITS AFFILIATES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY, “OWNER PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) ARISING OUT OF OR RELATING TO COUNTY’S USE OF THE PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PROPERTY OWNER. GOVERNMENTAL IMMUNITY. County acknowledges and agrees that it is entering into this License pursuant to its lawful authority and that the obligations of County hereunder, including indemnification and insurance, are enforceable to the fullest extent permitted by applicable law. Nothing in this License shall be construed as a waiver of County’s governmental immunity except as expressly permitted by Texas law.

**V. INSURANCE.**

County shall, at its sole cost and expense, maintain during the Term commercial general liability insurance (or its functional equivalent through governmental self-insurance) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage shall name Property Owner as an additional insured. County shall

provide evidence of such coverage upon request and shall cause its insurance (or self-insurance program) to be primary to and non-contributory with any insurance maintained by Property Owner. County waives any right of recovery or subrogation against Property Owner for damages covered by insurance or self-insurance maintained by County. County shall cause its insurers (or self-insurance program) to recognize and honor this waiver.

#### **VI. TERM OF LICENSE AND TERMINATION**

The County shall be allowed to use the Property for twelve (12) months, starting on the Effective Date (“Term”). Upon the expiration of the Term, this License will terminate and be of no further force or effect.

#### **VII. TERMINATION.**

Property Owner may terminate this License (a) immediately upon written notice if County breaches any material obligation hereunder, or (b) for any reason upon twenty-four (24) hours’ prior written notice if Property Owner determines, in its reasonable discretion, that County’s use creates undue risk of damage, liability, or interference with Property Owner’s operations. Upon termination, County shall immediately cease all use of the Property and comply with its restoration obligations.

#### **VIII. GOVERNING LAW AND VENUE.**

This License shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that exclusive venue for any dispute arising under this License shall be in the state courts of Williamson County, Texas. If any action or proceeding is brought to enforce this License, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs from the non-prevailing party.

#### **IX. ENVIRONMENTAL MATTERS.**

County shall not store, release, or dispose of any hazardous substances, hazardous materials, petroleum products, or other environmentally regulated substances (collectively, “Hazardous Materials”) on or about the Property without Property Owner’s prior written consent. In the event of any spill, discharge, release, or contamination, County shall immediately notify Property Owner and shall, at its sole cost and expense, promptly remediate the same to Property Owner’s satisfaction and in full compliance with all applicable laws. County shall indemnify and hold harmless Property Owner from any and all claims, damages, liabilities, or expenses arising out of the presence of Hazardous Materials caused by County’s use of the Property.

#### **X. NOISE AND NUISANCE.**

County shall conduct all activities on the Property in a manner that does not create a nuisance or unreasonable disturbance to neighboring properties. County shall comply with all applicable noise ordinances and other regulations. County shall not permit any press, media, signage, or public disclosure relating to its use of the Property without the prior written consent of Property Owner.

#### **XI. DISPUTE RESOLUTION.**

In the event of any dispute arising under this License, the parties shall first attempt in good faith to resolve the matter through informal negotiations. If the dispute cannot be resolved within fifteen (15) days, the parties agree to participate in non-binding mediation conducted in Williamson County, Texas. If mediation is unsuccessful, either party may pursue legal action, and exclusive venue shall lie in the state courts of Williamson County, Texas.

**[signature page immediately following]**

