

## REVOCABLE LICENSE AGREEMENT

# THE STATE OF TEXAS

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## KNOW ALL MEN BY THESE PRESENTS:

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**COUNTY OF WILLIAMSON**

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Berry Creek (Georgetown) ASLI IX, LLC, a Texas limited liability company, whose address is 923 N. Pennsylvania Avenue. Winter Park, FL 32789 (hereinafter referred to as "LICENSEE"), owner of Berry Creek Highlands Phase 1A, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded under Document No. 2020054750 of the Official Public Records of Williamson County, Texas, and located at 2451 Highway 195, Georgetown, TX 78633 ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit landscaping and trees to encroach the right-of-way of BCH Way, a public thoroughfare to be owned and occupied by LICENSOR, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), 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 Chapter 12.09 of the Code of Ordinances.

- 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 City Code of Ordinances, 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 City Code of Ordinances. If any Licensee fails and refuses to allow the Director, 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 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 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 City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, 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 City, 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 City 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 City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, 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 City'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 City, 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 City, 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 City 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, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City 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 City, 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 City, 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 City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. 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 Director of the name and mailing address of the transferee or assignee; and
  - 2. The transferee or assignee has furnished the Director 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 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City 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 12.09 of the Code of Ordinances.
- K. If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other

authorization of the City 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 City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
  2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.
- L. In order to prevent obstruction of the site distance visibility, plantings shall at all times adhere to the AASHTO site distance requirements, and nothing shall be planted that is between two (2) feet and eight (8) feet tall. Also, Licensee shall prune all tree canopies to be at least eight (8) feet off the ground.
- M. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City'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 City'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 Director. 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 Director, the City 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 City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

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 City.

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

*[Signatures on the following page(s)]*

SIGNED and Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LICENSOR:  
City of Georgetown

LICENSEE:  
Berry Creek (Georgetown) ASLI IX LLC

By: \_\_\_\_\_  
Sofia Nelson, Director,  
Planning Department

By: \_\_\_\_\_  
Andrew Dubill, Executive Vice President  
Berry Creek (Georgetown) ASLI IX LLC

APPROVED AS TO FORM:

\_\_\_\_\_  
Skye Masson, City Attorney

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Sofia Nelson in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

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

STATE OF \_\_\_\_\_            )  
  )  
COUNTY OF \_\_\_\_\_        )

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Andrew Dubill, in his/her official capacity as Executive Vice President of Berry Creek (Georgetown) ASLI IX LLC, a Texas limited liability company, on behalf of said limited liability company.

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



**METES & BOUNDS DESCRIPTION OF:**  
**LICENSE AGREEMENT - 0.0227 ACRES**

BEING A 0.0227 ACRE (988 SQUARE FEET) TRACT OF LAND SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS; AND BEING COMPRISED OF A PORTION OF BCH WAY (CALLED 94' RIGHT-OF-WAY WIDTH) AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2020054750 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID BCH WAY FOR THE SOUTH CORNER OF THIS AGREEMENT; WHENCE A 1/2" IRON ROD FOUND AT THE WEST CORNER OF A CALLED 1.0 ACRE TRACT OF LAND DESCRIBED TO BERNARD SCHLEDER AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2006041812 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; BEARS NORTH 36°25'48" WEST, A DISTANCE OF 111.84 FEET;

**THENCE**, NORTH 67°45'23" WEST, A DISTANCE OF 12.00 FEET TO A POINT OF CURVATURE OF THIS AGREEMENT;

**THENCE**, IN A NORTHEASTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 5°28'05", A RADIUS OF 690.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 24°58'32" EAST, 65.83 FEET, AND A TOTAL ARC LENGTH OF 65.85 FEET TO A POINT OF CURVATURE OF THIS AGREEMENT;

**THENCE**, IN A NORTHEASTERLY DIRECTION, ALONG A TANGENT COMPOUND CURVE TO THE RIGHT, A CENTRAL ANGLE OF 54°09'54", A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 54°47'31" EAST, 27.32 FEET, AND A TOTAL ARC LENGTH OF 28.36 FEET TO A POINT FOR THE NORTH CORNER OF THIS AGREEMENT; WHENCE A 1/2" IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 195 (VARIABLE RIGHT-OF-WAY WIDTH) AND THE NORTH CORNER OF A CALLED 314.54 ACRE TRACT OF LAND DESCRIBED TO BERRY CREEK (GEORGETOWN), ASLIX, LLC, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2018106295 OF THE OFFICIAL PUBLIC RECORDS IN WILLIAMSON COUNTY, TEXAS; BEARS NORTH 57°05'49" EAST, A DISTANCE OF 521.62 FEET;

**THENCE**, IN A SOUTHWESTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 7°31'26", A RADIUS OF 678.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 26°00'12" WEST, 88.97 FEET, AND A TOTAL ARC LENGTH OF 89.03 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.0227 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

**SURVEYOR'S NOTES:**

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A LICENSE AGREEMENT EXHIBIT WAS CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR,  
HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY  
SETS OUT THE METES AND BOUNDS OF THIS AGREEMENT.

ZACHARY KEITH PETRUS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6769  
10814 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759  
PH. (512) 572-6674  
ZACH.PETRUS@KIMLEY-HORN.COM



BEING A PORTION OF THE  
BURRELL EAVES SURVEY, ABSTRACT 216  
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

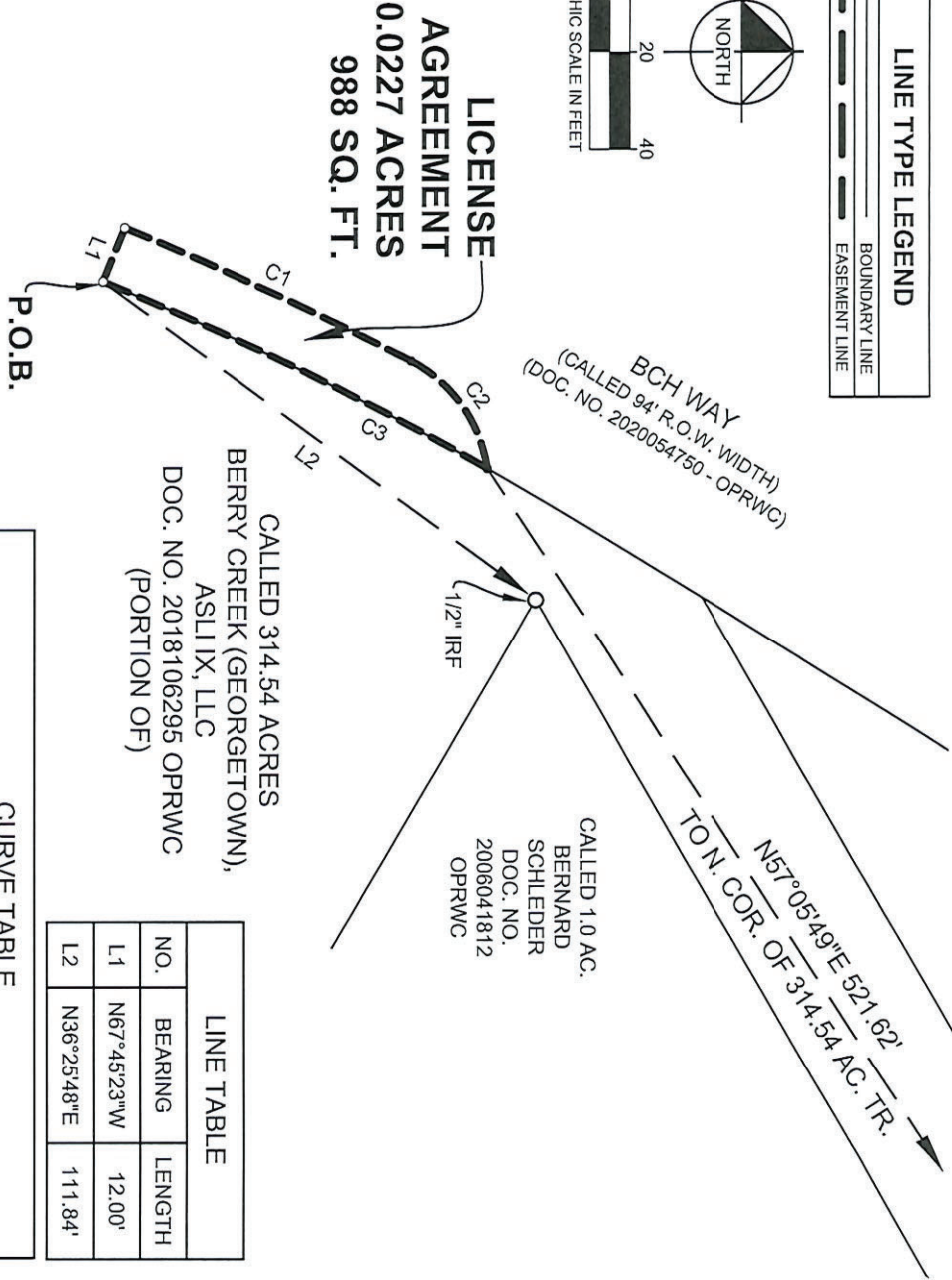
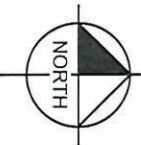
**EXHIBIT "A"**  
**LICENSE AGREEMENT**  
**0.0227 ACRES**

**Kimley»Horn**

10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Plotted No.	Sheet No.
N/A	RPP	ZKP	5/14/2021	063782805	1 OF 2



LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE



LEGEND:  
P.O.B. = POINT OF BEGINNING  
IRFC = IRON ROD W/CAIP FOUND  
OPRWC = OFFICIAL PUBLIC RECORDS  
WILLAMSON COUNTY

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5°28'05"	690.00'	65.85'	N24°58'32"E	65.83'
C2	54°09'54"	30.00'	28.36'	N54°47'31"E	27.32'
C3	7°31'26"	678.00'	89.03'	S26°00'12"W	88.97'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N67°45'23"W	12.00'
L2	N36°25'48"E	111.84'

**SURVEYOR'S NOTES:**

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION WAS CREATED IN CONJUNCTION WITH THIS LICENSE AGREEMENT EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LICENSE AGREEMENT EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS AGREEMENT.

*[Handwritten signature]*

ZACHARY KEITH PETRUS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6769  
10814 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759  
PH. (512) 572-6674  
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**EXHIBIT "A"**  
**LICENSE AGREEMENT**  
**0.0227 ACRES**

BEING A PORTION OF THE  
BURRELL EAVES SURVEY, ABSTRACT 216  
CITY OF GEORGETOWN, WILLAMSON COUNTY, TEXAS

**Kimley»Horn**

10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	RPP	ZKP	5/14/2021	067782805	2 OF 2