

## **REVOCABLE LICENSE AGREEMENT “C”**

**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 "C" - 0.1137 ACRES

**BEING** A 0.1137 ACRE (4,953 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 PLAT 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 SOUTH 08°28'28" EAST, A DISTANCE OF 28.78 FEET;

**THENCE**, IN A NORTHEASTERLY DIRECTION, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 53°07'48", A RADIUS OF 30.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 5°05'33" EAST, 26.83 FEET, AND A TOTAL ARC LENGTH OF 27.82 FEET TO A POINT FOR AN ANGLE CORNER OF THIS AGREEMENT;

**THENCE**, NORTH 31°39'27" EAST, A DISTANCE OF 395.86 FEET TO A POINT FOR THE NORTH CORNER OF THIS AGREEMENT; WHENCE A 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET AT THE NORTH CORNER OF A CALLED 3.703 ACRE TRACT OF LAND DESCRIBED TO BERRY CREEK (GEORGETOWN), ASLI IX, LLC, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2018106298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; BEARS NORTH 59°51'14" WEST, A DISTANCE OF 185.11 FEET;


**THENCE**, SOUTH 59°51'14" EAST, A DISTANCE OF 12.00 FEET TO A POINT FOR THE EAST CORNER OF THIS AGREEMENT;

**THENCE**, SOUTH 31°39'27" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BCH WAY, A DISTANCE OF 420.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.1137 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) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A LICENSE AGREEMENT EXHIBIT AND A LINE & CURVE TABLE 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



**EXHIBIT "A"**  
**LICENSE AGREEMENTS**  
**"A" 0.1131 ACRES,**  
**"B" 0.0916 ACRES,**  
**& "C" 0.1137 ACRES**  
BEING A PORTION OF THE  
BURRELL EAVES SURVEY, ABSTRACT 216  
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

**Kimley»Horn**

10814 Jollyville Road, Campus IV,  
Suite 200, Austin, Texas 78759

FIRM # 10194624

Tel. No. (512) 418-1771  
www.kimley-horn.com

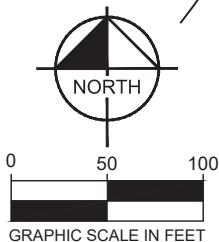
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RPP	ZKP	9/7/2021	067782805	3 OF 5

LOT 4  
14.32 ACRES  
LDJ PARTNERSHIP & MMSG LP  
PARTITION DEED  
DOC. NO. 2010071926  
OPRWC

**LICENSE  
AGREEMENT "A"**  
0.1131 ACRES  
4,927 SQ. FT.

**LICENSE  
AGREEMENT "B"**  
0.0916 ACRES  
3,989 SQ. FT.

**LICENSE  
AGREEMENT "C"**  
0.1137 ACRES  
4,953 SQ. FT.



P.O.B.

P.O.B.

P.O.B.

1.0 ACRE  
BERNARD  
SCHLEDER  
DOC. NO.  
2006041812  
OPRWC

1/2" IRSC  
"KHA"

REMAINDER OF  
CALLED BERRY CREEK  
(GEORGETOWN) ASLIX, LLC  
DOC. NO. 2018106298 OPRWC

BCH WAY  
(CALLED 84' R.O.W. WIDTH)  
(DOC. NO. 2020054750 - OPRWC)

STATE HIGHWAY 195  
(VARIABLE R.O.W. WIDTH)

ELECTRIC UTILITY  
EASEMENT  
DOC. NO. 2012075314  
OPRWC

LOT 1, BLOCK A  
BERRY CREEK HIGHLANDS  
PHASE 1A FINAL PLAT  
DOC. NO. 2020054750  
OPRWC

24' ACCESS  
EASEMENT  
VOL. 569, PG. 742  
DRWC

30' ACCESS  
EASEMENT  
VOL. 824, PG. 97  
DRWC

**LEGEND:**

P.O.B. = POINT OF BEGINNING  
IRFC = IRON ROD W/CAP FOUND  
IRSC = IRON ROD W/CAP SET  
OPRWC = OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY  
DRWC = DEED RECORDS  
WILLIAMSON COUNTY


**LINE TYPE LEGEND**

—————	PROPERTY LINE
—————	EASEMENT LINE
—————	EXISTING EASEMENT LINE

**SURVEYOR'S NOTES:**

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE 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.

  
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



**EXHIBIT "A"**  
**LICENSE AGREEMENTS**  
**"A" 0.1131 ACRES,**  
**"B" 0.0916 ACRES,**  
**& "C" 0.1137 ACRES**  
BEING A PORTION OF THE  
BURRELL EAVES SURVEY, ABSTRACT 216  
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

**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	Project No.	Sheet No.
1" = 100'	RPP	ZKP	9/7/2021	067782805	4 OF 5




LINE TABLE		
NO.	BEARING	LENGTH
L1	N31°39'27"E	417.69'
L2	N59°51'14"W	103.08'
L3	S59°51'14"E	12.00'
L4	S31°39'27"W	394.01'
L5	S47°17'00"E	114.68'
L6	N31°39'27"E	394.80'
L7	N59°51'14"W	30.01'
L8	S59°51'14"E	10.00'
L9	S31°39'27"W	395.07'
L10	S21°07'10"E	76.04'
L11	N31°39'27"E	395.86'
L12	N59°51'14"W	30.01'
L13	S59°51'14"E	12.00'
L14	S31°39'27"W	420.17'
L15	S08°28'58"E	28.78'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	53°07'48"	30.00'	27.82'	S58°13'21"W	26.83'
C2	180°00'00"	5.00'	15.71'	N58°20'33"W	10.00'
C3	53°07'48"	30.00'	27.82'	N05°05'33"E	26.83'

**SURVEYOR'S NOTES:**

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND LICENSE AGREEMENT EXHIBIT OF EVEN SURVEY DATE WERE CREATED IN CONJUNCTION WITH THIS LINE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS 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  
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**EXHIBIT "A"**  
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**"A" 0.1131 ACRES,**  
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**& "C" 0.1137 ACRES**

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N/A	RPP	ZKP	9/7/2021	067782805	5 OF 5