

LICENSE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This is a License Agreement (“Agreement”) by and between the City of Pflugerville, a Texas home-rule municipal corporation (“LICENSOR”), AND Meadowlark Community Association, Inc., a Texas nonprofit corporation, whose address is c/o PMP Management, 551 S. IH 35, Round Rock, Texas 78664, Attn: Tracie Manriquez (“LICENSEE”), owner of (approximately 98.101 acres, known as the Meadowlark Preserve Phases 1 and 2 Final Plats) as recorded in Document Nos. 202300250 and 202300249 of the Official Deed Records of Travis County, Texas, and located south of Jesse Bohls Blvd., east of Cameron Road, and north and south of Pflugerville Parkway (the “Property”), Pflugerville, Travis County, Texas. LICENSOR holds dedicated right-of-way within the Property, as platted with the Meadowlark Preserve Phases 1 and 2 Final Plats, recorded as Document No. 202300250 and 202300249 of the Official Public Records of Travis County, Texas, the area of said right-of-way described and depicted in Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Easement Area”). LICENSOR hereby grants a license to the said LICENSEE to maintain that portion of the Easement Area within the Property only as shown on Exhibit “B” attached hereto and incorporated herein by reference for all purposes (the “License Area”), such license shall not interfere in any way with utilities, 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 shall not construct any improvements or make any additions or alterations within LICENSOR’s easement, without the prior written consent of the LICENSOR, except as may be set forth herein.

LICENSEE hereby expressly covenants, stipulates, and agrees, without limitation, to indemnify and defend LICENSOR and hold LICENSOR harmless from any and all liability, claim, cause of action, and cost, including attorneys’ fees, and including any acts or omissions of LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by LICENSOR of said license and any supplemental license which may hereafter be issued in connection here with 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 at the time of acceptance of the improvements which are the subject of this Agreement. LICENSEE shall pay all costs associated with any surface disturbances that

may be necessary by the LICENSOR in order to maintain any public utilities that may exist in the licensed area.

LICENSEE shall keep the License Area in good condition and repair and in clear, orderly, and attractive condition during the term of this Agreement. LICENSEE shall be responsible for all maintenance of the LICENSEE's improvements and shall repair any damage to the licensed improvements, regardless of the cause of such damage, at LICENSEE's sole expense.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically and additionally shall abide by following requirements:

- A. If an inspection reveals that any part of the licensed area does not comply with applicable terms and provisions of this Agreement, the Unified Development Code of the City of Pflugerville (the "UDC), or the Code of Ordinances of the City of Pflugerville (the "Code"), the LICENSEE shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions. If any Licensee fails and refuses to allow the City, to come upon or enter the License Area for the purpose of making an inspection, the City may revoke the license granted by this Agreement as described in Paragraph K below, and such action shall be final.
- B. LICENSOR shall have a right at any and all times upon no less than 90 days written notice to LICENSEE, its heirs, representatives, successors, or assigns, to take possession of and use all or any part of the License Area in the event that such use be reasonably desired or needed by LICENSOR.
- C. LICENSEE shall be required to maintain the Licensed Area for no less than 30 years, in accordance with the requirements approved in the Planned Unit Development for this property, adopted by Ordinance No. 1609-23-09-26.
- D. Should the LICENSOR wish to initiate a lawful termination of a license agreement issued hereunder, in whatsoever manner such termination may be made, LICENSEE and its heirs, assigns, successors and representatives, bind and obligate themselves to restore the License Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the License Area which may be acceptable to LICENSOR, and should LICENSEE or its heirs, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event LICENSOR may do or have done the work necessary for such purpose at the sole cost, risk, liability, and expense of LICENSEE, its heirs, assigns, successors, or representatives.
- E. Upon written consent of LICENSOR, acting by and through the City Engineer or their designee, the Licensee may, at its sole cost, risk liability and expense, including public liability and property damage insurance in the amounts specified in Subsection F not less than \$200,000.00 and insurance for property damage in the sum of not less than \$100,000.00 covering such improvements and construction, 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 LICENSOR easement or right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, LICENSEE shall notify the respective utility

companies, including LICENSOR, 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 LICENSOR, as the case may be.

- F. LICENSEE shall, at all times maintain a current insurance policy that shall provide (1) commercial general liability coverage in an amount not less than a general aggregate amount of \$2,000,000 and \$1,000,000 per occurrence; and (2) workers compensation and employers' liability coverage in an amount not less than \$500,000. Such policy shall name LICENSOR as additionally insured, when required by the City.
- G. After the completion of any construction of LICENSEE facilities within a License Area under the terms of this Agreement, should LICENSOR desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along the Easement Area or other LICENSOR right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said Easement Area or other LICENSOR right-of-way which may occur by reason of the existence of said LICENSEE facilities, shall be paid to LICENSOR by LICENSEE, its heirs, assigns, successors, or representatives.
- H. Solely as between LICENSOR and LICENSEE, and not for the benefit of any other person, LICENSEE, by acceptance of such license, hereby waives any claim it, 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 LICENSOR, its assigns, grantees, or licensees might install or construct.
- I. **LICENSEE, or its heirs, successors, assigns, or representatives, by the acceptance of such license, agree, obligate and bind itself to indemnify and does hereby indemnify and hold and save forever harmless LICENSOR 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 LICENSOR 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 easement, public street or right-of-way. This indemnity shall continue in force and effect during the existence of any license issued under this Agreement or during the existence of any LICENSEE facilities constructed within the License Area pursuant to this Agreement. This paragraph shall survive termination of the Agreement.**
- J. No transfer or assignment of any license granted under the terms and provisions of this Chapter shall be effective unless and until:

- a. LICENSEE has, in writing, advised the City Engineer or their designee of the name and mailing address of the transferee or assignee; and
 - b. The transferee or assignee has furnished the City Engineer or their designee its written agreement to assume and perform all of the duties, covenants and obligations of the license; and, thereupon, each provision of the license shall be binding upon, and inure to the benefit of, the transferee or assignee of LICENSEE.
- K. The breach or violation of any one of the terms, provisions, or conditions set forth in this Agreement, or of any law, ordinance, or other permit which shall apply to LICENSEE's use of the License Area, shall be sufficient to constitute grounds for the cancellation and forfeiture of the license hereby granted. Any such cancellation and forfeiture may be exercised upon 10 days written notice by LICENSOR to LICENSEE, its heir, representative successor, or assign, unless, at the expiration of such time, any such violation or breach has ceased or LICENSEE, in the sole determination of the City Engineer or their designee, 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. .
- If any person or the owner of land encumbered by the Easement Area reveals by their application for a permit or other authorization of LICENSOR that any improvements are desired to be made within any part of the Easement Area, the license granted herein will be reviewed for compliance with the terms and provisions of this Agreement, and in addition, be subject to the following conditions:
1. The proposed use of a public street, roadway, sidewalk, or easement or LICENSOR right-of-way by any person or the owner of land encumbered by the Easement Area shall not interfere with LICENSOR's lawful use thereof; and
 2. The proposed construction within a public street, roadway, sidewalk or easement or other LICENSOR right-of-way shall be in accordance with LICENSOR's Construction Specifications and Standards Manual, Unified Development Code, and any other applicable ordinances and regulations.
- L. At all times during the construction or maintenance within the Easement Area or other LICENSOR right-of-way:
- a. Dirt and other material removed from the public alley of any such structure within the Easement Area or other LICENSOR right-of-way shall not be allowed to remain within the Easement Area, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of LICENSEE; and
 - b. All excavations and obstructions of any kind where allowed during the period of LICENSEE's construction, shall be properly barricaded and covered over subject to the approval of the City Engineer, or their designee.
- M. After the completion of construction within the License Area, LICENSEE shall at its own cost and expense replace the surface of any streets, driveways, etc. that were, at

the sole determination of LICENSOR, 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 improvements to the alley, streets, driveways, etc. and shall be maintained in a good and useable condition for two (2) years after said sidewalks or streets have been replaced, all subject to the approval of the City Engineer or their designee. All damage, if any, to said improvements, alleys, and streets caused by the construction, use, maintenance and operation by LICENSEE shall be repaired by and at the cost and expense of 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, sidewalks, driveways, etc. within 30 days after receiving written notice from LICENSOR, LICENSOR may do such work or cause same to be done, all at the sole risk, cost, liability and expense of LICENSEE.

- N. LICENSEE, or its heirs, successors, assigns, or representatives agree, obligate and bind themselves or itself to indemnify and does hereby indemnify and hold and save forever harmless LICENSOR, from all liability, cost or damage on account of the construction within the Easement Area or other LICENSOR right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This Agreement shall expire automatically upon removal of the improvements located upon the property pursuant to this Agreement.

This Agreement 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 LICENSOR.

This Agreement shall be filed of record in the Official Public Records of Travis County, Texas.

SIGNED and AGREED to on this ____ day of _____, 20__.

LICENSOR:

City of Pflugerville, Texas,
A Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 20
by _____, _____ of City of Pflugerville, Texas, a Texas home-rule
municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

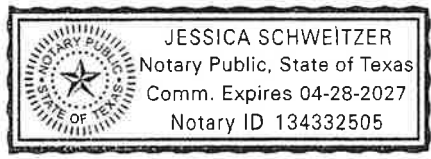
LICENSEE:

Meadowlark Community Association
A Texas non-profit corporation

By: *Thomas Anker*
Name: THOMAS ANKER
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 30th day of December, 2024
by Thomas Anker, Secretary of ~~City of Pflugerville, Texas, a Texas home-rule~~
~~municipal corporation~~, on behalf of said corporation. Meadowlark Community Association,
A Texas non-profit corporation.



[Signature]
Notary Public, State of Texas

APPROVED AS TO FORM:

CHARLES E. ZECH, City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, PC

AFTER RECORDING, RETURN TO LICENSOR:
City of Pflugerville
Attn: Right-of-Way Manager
P.O. Box 589
Pflugerville, Texas 78691

Exhibit "A"
Easement Area

5156.00

12/21/2023

202500249



LOCATION MAP

4.0176 ACRE TRACT OF LAND SITUATED IN THE JOHN LEIGER SURVEY SECTION NO. 18 ABSTRACT NO. 488 OF TOWNSHIP 35N RANGE 10E MERIDIAN 10TH PRINCIPAL MERIDIAN IN THE COUNTY OF IONIA COUNTY, MICHIGAN. (SEE ATTACHED RECORDS FOR COMPLETE DESCRIPTION OF THE TRACT.)

MEADOWLARK PRESERVE PHASE 1

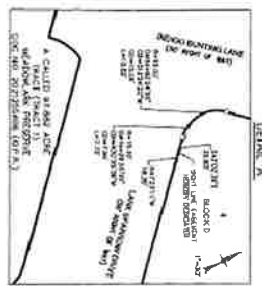
FINAL PLAN

Item	Quantity	Unit
Total Public Parkland Required	1,285.55	Sq. Feet
Total Public Parkland Available	7,728	Sq. Feet

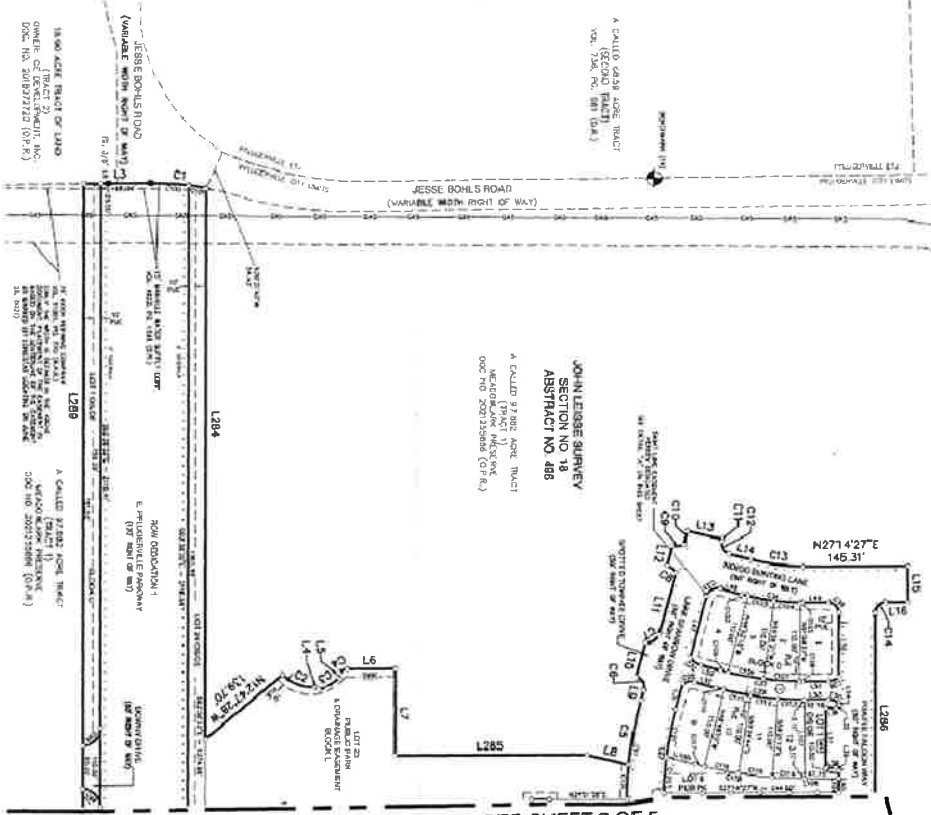


Lot Size Distribution	Number of Lots	Percentage
40' x 110' Alley	94	23.1%
40' x 100' Alley Paved	50	12.7%
40' x 120' Front	112	28.5%
40' x 120' Front	119	31.7%
	475	100.0%

Lot Size Distribution	Number of Lots	Percentage
40' x 100' Alley	51	10.7%
40' x 100' Alley Paved	37	7.8%
40' x 120' Front	28	5.9%
100' x 120' Front	139	29.2%
	475	100.0%



MATCHLINE - SEE SHEET 2 OF 5



OWNER: MEADOWLARK PRESERVE, LLC
ASSISTANT: JESSIE BOHLS, INC.
PLAT NO.: 202500249
DATE: 12/21/2023

PREPARED BY: PARE-DAWSON ENGINEERS, INC.
DATE: 12/21/2023
PROJECT NO.: 2023-001

LOT SUMMARY:
 TOTAL NUMBER OF LOTS: 475
 TOTAL NUMBER OF BLOCKS: 12
 TOTAL AREA: 4.0176 ACRES
 TOTAL FRONTAGE: 1,285.55 FEET
 TOTAL PERIMETER: 10,000 FEET

ADDITIONAL NOTES:
 1. ALL LOTS SHALL BE CONVEYED TO THE PUBLIC BY THE CITY OF PLOVERVILLE.
 2. ALL LOTS SHALL BE CONVEYED TO THE PUBLIC BY THE CITY OF PLOVERVILLE.
 3. ALL LOTS SHALL BE CONVEYED TO THE PUBLIC BY THE CITY OF PLOVERVILLE.

PARE-DAWSON ENGINEERS

1500 S. MAIN ST. SUITE 100
 PLOVERVILLE, MI 49874
 TEL: (504) 233-1111
 FAX: (504) 233-1112
 WWW.PARE-DAWSON.COM

SHEET 1 OF 5

12/21/2025

202500249

MEADOWLARK PRESERVE, PHASE 1

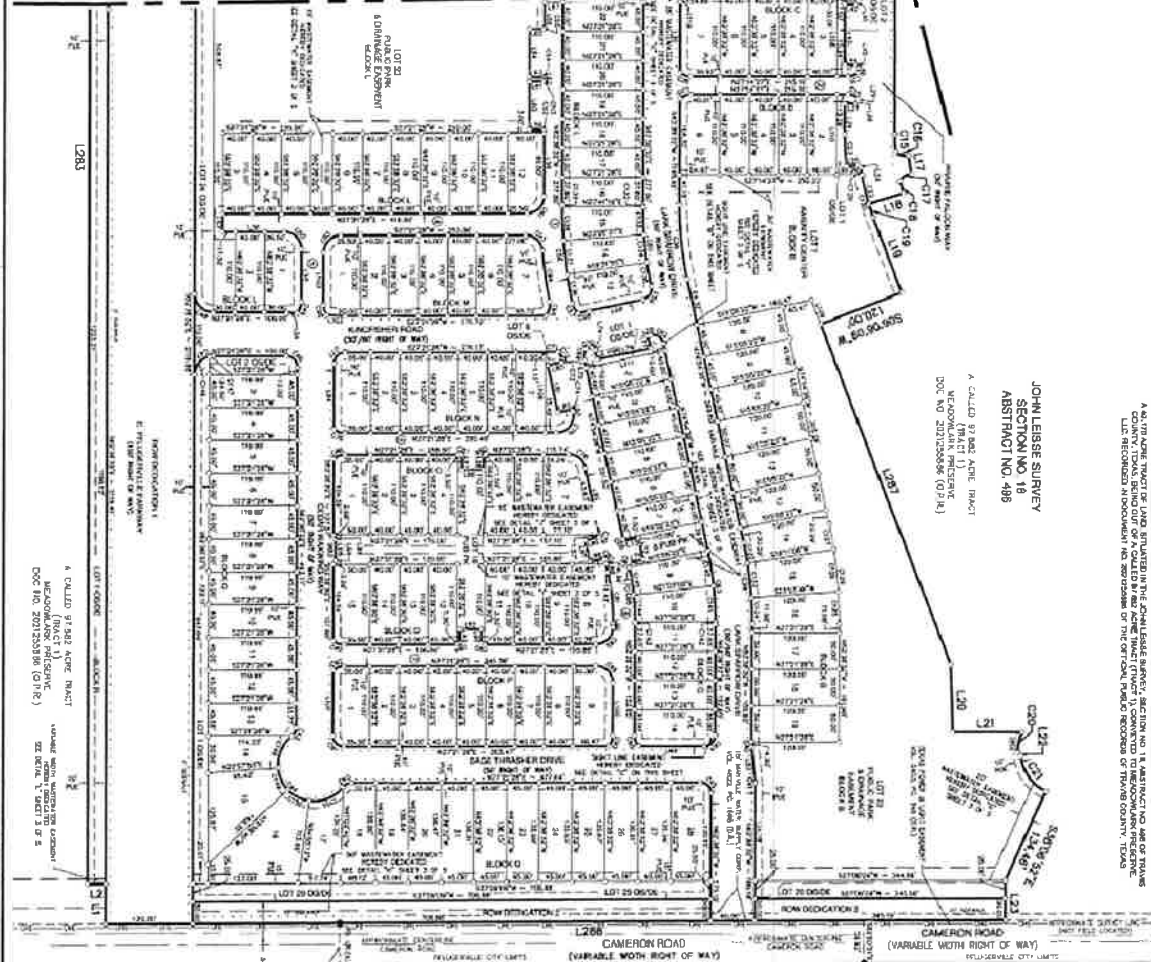
FINAL PLAN
OF

A 10.00 ACRE TRACT, MORE OR LESS, BEING PART OF THE CHARLES BERG SURVEY, SECTION NO. 18, TOWNSHIP 10 N, RANGE 10 E, COUNTY OF THOMAS, MISSOURI, AS SHOWN ON RECORD MAP NO. 23723388 (O.P.R.) FILED FOR RECORD IN BOOK 148, PAGE 23723388 (O.P.R.)

JOHN EISES SURVEY
SECTION NO. 18
ABSTRACT NO. 488

A CALLED 33 ACRE ACRE TRACT
(TRACT 1)
McCOMB, PRESERVE
DOC. NO. 201233388 (O.P.R.)

MATCHLINE - SEE SHEET 1 OF 5



A CALLED 97.842 ACRE TRACT
(TRACT 1)
McCOMB, PRESERVE
DOC. NO. 201233388 (O.P.R.)

A CALLED 19.77 ACRE TRACT
OWNER: ST. JOHN'S
EVANGELICAL AND REFORMED
CHURCH OF MISSOURI
VOL. 1531, PG. 313 (O.P.R.)

A CALLED 200 ACRE TRACT
OWNER: GERMAN EVANGELICAL
LUTHERAN CHURCH
VOL. 56, PG. 263 (O.P.R.)

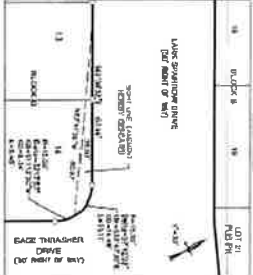
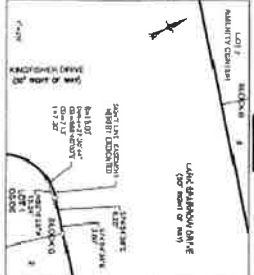
A CALLED 2.9663 ACRES
(TRACT 2)
OWNER: ST. JOHN'S
EVANGELICAL LUTHERAN
CHURCH U.S.C.
DOC. NO. 200494762 (O.P.R.)

A 40.000 ACRE TRACT
(TRACT 2)
OWNER: BERG, GALTIE
DOC. NO. 2015128370 (O.P.R.)

ZIMPELMAN &
BERGEN SURVEY
SECTION NO. 285
ABSTRACT NO. 2370



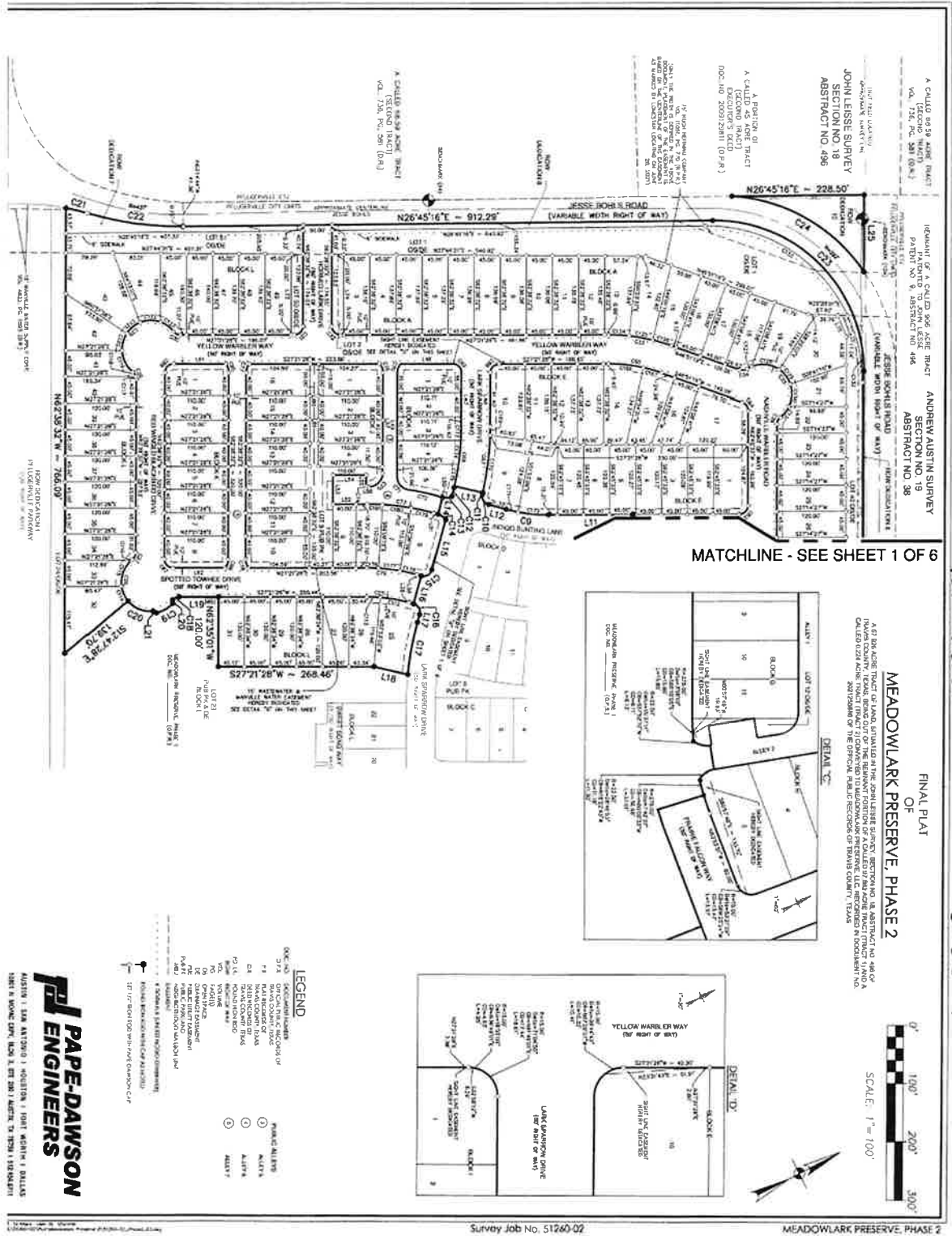
SCALE: 1" = 100'



- LEGEND**
- 100' W.C. DOTTED LINE
 - 2" W.C. DOTTED LINE
 - 5" W.C. DOTTED LINE
 - 10" W.C. DOTTED LINE
 - 15" W.C. DOTTED LINE
 - 20" W.C. DOTTED LINE
 - 25" W.C. DOTTED LINE
 - 30" W.C. DOTTED LINE
 - 35" W.C. DOTTED LINE
 - 40" W.C. DOTTED LINE
 - 45" W.C. DOTTED LINE
 - 50" W.C. DOTTED LINE
 - 55" W.C. DOTTED LINE
 - 60" W.C. DOTTED LINE
 - 65" W.C. DOTTED LINE
 - 70" W.C. DOTTED LINE
 - 75" W.C. DOTTED LINE
 - 80" W.C. DOTTED LINE
 - 85" W.C. DOTTED LINE
 - 90" W.C. DOTTED LINE
 - 95" W.C. DOTTED LINE
 - 100" W.C. DOTTED LINE

PAPER-DAWSON ENGINEERS

ALLEN | KAY | ANDERSON | HARRISON | HART | WELSH | DONALDSON
 1000 N. W. 10th St., Suite 200 | Fort Lauderdale, FL 33304
 (954) 575-1000 | www.paper-dawson.com



MATCHLINE - SEE SHEET 1 OF 6

2/21/2025

202500250

A CALUD 9859 AGRIC TRACT (SECTION 18) JOHN LESSE SURVEY SECTION NO. 18 ABSTRACT NO. 495

ANDREW AUSTIN SURVEY SECTION NO. 19 ABSTRACT NO. 38

FINAL PLAN OF MEADOWLARK PRESERVE, PHASE 2

SCALE: 1" = 100'

LEGEND

- Symbol key for various features:
- Solid line: Boundary of Survey
- Dashed line: Boundary of Block
- Circle with dot: Allotment
- Circle with cross: Alley
- Circle with vertical line: Allotment
- Circle with horizontal line: Alley

CONTRACT NO. 202300250
DATE: 02/21/2025
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 100'

Exhibit "B"
Licensed Area

