

After Recording Return To:  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
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### LICENSE OPTION AGREEMENT

**Parties.** The parties to this License Option Agreement (“**Agreement**”) are Gal Shweiki (“**Owner**”), and The Landing at Blanco Property Owners Association (the “**Association**”). Owner owns Lot 38, The Landing at Blanco, Blanco County, Texas, according to plat recorded at Volume 2, Page 44-47, Map and Plat Records of Blanco County (“**Lot 38**”) and the Association owns Lot 15, The Landing at Blanco, Blanco County, Texas, according to the plat recorded at Volume 2, Page 44-47, Map and Plat Records of Blanco County (“**Lot 15**”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the Association (the “**Parties**”) agree as follows:

### TERMS

1. **Purpose.** The Association is in the process of selling Lot 15, which is depicted in Exhibit A. In connection with the sale of Lot 15, the Parties enter into this Agreement to effectuate the following steps and events:
  - a) **Option** – The Agreement provides the Association with an option to secure a license to construct a driveway on Lot 38.
  - b) **License** – Upon securing the license, Owner grants access to Lot 38 for construction of a driveway.
  - c) **Termination** – Owner agrees that any access and use rights to use any / all existing driveways on Lot 15 are terminated upon completion of the driveway on Lot 38 as further described herein.
2. **Option.** For payment, by the Association to Owner, of the sum of TEN DOLLARS AND NO 100/CENTS (\$10.00), which the Parties agree is sufficient and binding consideration, Owner grants to the Association an irrevocable license as further described herein (the “**License**”).
3. **License.** For the consideration described in Paragraph 2, Owner grants the Association, and its contractors, agents, and employees, the right to enter Lot 38 for the construction and installation of a driveway that meets minimum standards. One (1) driveway route is considered: from Landing Lane. Owner agrees the Association shall be entitled to select the specific driveway route, and the Association shall also be entitled to select the

contractor who will construct the driveway. The license shall be for a period of up to one (1) year (being three hundred and sixty-five (365) days) from the date this Agreement is fully executed by the Parties, although the Parties will use their best efforts to complete the driveway within sixty (60) days once construction commences. The Association provides no warranty with regard to the driveway and will, instead, assign any contractor warranty to Owner. The cost to construct the driveway will be paid for by the Association.

4. **Termination of Use Rights.** Owner, for himself, heirs, grantees, assignees, and invitees, agrees that any and all use, access, or easement rights over any portion of Lot 15, including the areas marked "Asphalt Drive" or "Gravel Drive" on **Exhibit A**, is terminated upon completion of driveway on Lot 38, and Owner claims no right of access or entry through Lot 15. The only exception to the foregoing termination statement shall be easement rights granted to the Association and/or its members pursuant to a recorded instrument that affords limited access rights to dispose of household waste in a designated area near Crosswind Drive. This Agreement shall not be cited by any Party as evidence to support the existence of any easement right for the benefit of Lot 38.
5. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective heirs, successor, and assigns.

*[SIGNATURE PAGE FOLLOWS]*

STATE OF TEXAS           §  
  §  
COUNTY OF BLANCO       §

**ACKNOWLEDGMENT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Blanco, Texas.

Owner:

\_\_\_\_\_  
GAL SHWEIKI

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared GAL SHWEIKI, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

STATE OF TEXAS           §  
  §  
COUNTY OF BLANCO       §

**ACKNOWLEDGMENT**

The Association:

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_ as the \_\_\_\_\_ of The Landing at Blanco Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

# EXHIBIT A

LINE	DIRECTION	DISTANCE
L1	N01° 23'14"W	272.45
L2	N00° 23'32"W	1272.871
L3	N01° 23'14"W	31.85
L4	S01° 14'53"E	270.55
L5	S48° 50'10"W	213.45
L6	N67° 10'45"W	292.51
L7	N57° 22'55"W	94.47
L8	N05° 43'10"W	35.60
L9	S01° 14'53"E	268.97
L10	S48° 50'10"W	213.48
L11	N67° 10'45"W	293.06
L12	N57° 22'55"W	95.13
L13	N63° 08'24"W	210.66
L14	S08° 45'51"W	92.35
L15	N80° 33'59"W	123.76
L16	N01° 23'14"W	84.95

### LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- UE UTILITY EASEMENT
- BSL BUILDING SETBACK LINE
- 1/2" IRON ROD SET
- x- WIRE FENCE
- ( ) RECORD INFORMATION
- PUE PUBLIC UTILITY EASEMENT
- # IRON FENCE
- CA COVERED AREA
- oo- WOOD FENCE

