

AGENDA ITEM # 13April 27, 1999Consider granting wastewater easement to Cedar Park.

County Engineer Joe England advised the City of Cedar Park recently annexed properties adjacent to Farm to Market 1431 to which they are in the process of extending utility service. Cedar Park has requested 0.165 acre tract off the south end of 3.98 acres owned by Williamson County (Document #9634634) running parallel to Farm to Market 1431 for wastewater easement.

Mr. England will work with First Assistant County Attorney Dale Rye to have agreement drawn for City of Cedar Park signatures.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve granting wastewater easement to Cedar Park with stipulation that executed agreement be submitted to Williamson County stating the relocation of any utilities due to road construction become the responsibility of the City of Cedar Park.

Vote: Motion carried 4 - 0

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J.R. TOLLES AND ASSOCIATES
13505 BYRD'S NEST DR.
AUSTIN, TEXAS 78736
512 / 263-1880

April 12, 1999

Joe England
Williamson County Unified Road System
1900 Georgetown Inner Loop
Georgetown, Texas 78626

Re: Cottonwood Creek Wastewater Main

Mr. England:

Enclosed please find the wastewater easement with attached field notes and sketch. Please execute the easement and have it notarized and returned to me in the enclosed return envelope. I will have the easement recorded and return a file stamped copy of the easement for your file. Thank you for your prompt attention to this matter.

Sincerely,



J. R. Tolles and Associates
J. R. Tolles, Jr.

xc: Kenneth Wheeler - City of Cedar Park Public Works

enclosure

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THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

Project: Cottonwood

DATE: April 27, 1999

GRANTOR: WILLIAMSON COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS: 1900 Georgetown Inner Loop
Georgetown, Texas 78626

GRANTEE: CITY OF CEDAR PARK, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS: 600 N. Bell Blvd.
Cedar Park, Texas 78613

CONSIDERATION: Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of 0.165 acres more or less, being more particularly described in the attached Exhibit "A", which includes a field note description and sketch, and which is incorporated herein and made a part of for all purposes.

PROJECT: Water and Wastewater mains and all necessary or desirable appurtenances thereto including, without limitations, valves, meters, cleanouts and manholes.

GRANTOR, for the above consideration, hereby grants and conveys to GRANTEE, located in Williamson County, Texas, a water and wastewater line easement upon, under and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold to GRANTEE and GRANTEE's successors and assigns forever. The easement shall be used for the purposes of excavating for, laying, constructing, operating, maintaining, replacing, upgrading and repairing of water and wastewater mains and related appurtenances upon and across the property of GRANTOR. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent property of GRANTOR for the purpose of obtaining such access. GRANTOR agrees that GRANTOR shall not place any structure in or on the EASEMENT PROPERTY without written approval of GRANTEE.

In addition, GRANTOR hereby grants and conveys a temporary construction easement to GRANTEE as shown on Exhibit "A". Grantee shall use the temporary construction easement herein granted for purposes of access to and from the EASEMENT PROPERTY, and for storage of materials and equipment, and shall not cross any other adjoining property of Grantor without the prior written consent of Grantor. This temporary construction easement will terminate and be of no further force or effect upon completion of the PROJECT as evidenced by the project final acceptance by the City of Cedar Park.

Upon completion of the construction of the PROJECT or any subsequent construction, maintenance or repair activity within the EASEMENT PROPERTY, GRANTEE shall repair any damage to the property of GRANTOR which may have been damaged during the period of construction, maintenance or repair, to equal or better than existing condition, and shall fill all trenches, remove all rock, construction spoils and construction debris, replace any fencing, and restore the surface of the EASEMENT PROPERTY to its condition prior to commencement of such construction, maintenance or repair. All construction spoils and rock shall be removed from the property of GRANTOR, and no rock, fill, spoils or other construction debris will be dumped, spread or otherwise left deposited upon any of GRANTOR's property. All property of GRANTOR disturbed by construction of the PROJECT shall be revegetated in accordance with City of Cedar Park ordinances.

This Easement agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any representation or modification concerning this easement shall be of no force and effect unless it is in writing, signed by party to be charged. This easement agreement shall bind and inure to the benefits of the parties, their heirs, legal representatives, successors and assigns, and may not be assigned without the prior, written consent of GRANTOR, its successors or assigns.

Executed this 27th day of April, 1999.

If for any reason the water or wastewater mains to be installed are required to be altered or moved because of any road-widening or drainage construction, the expense of moving or altering will be borne by the Grantee (Cedar Park).
 JCD

GRANTOR:
WILLIAMSON COUNTY, TEXAS

By:

Signature

Print Name

Title

EXHIBIT "A"
SKETCH TO ACCOMPANY DESCRIPTION

KEVIN SASSER and LINDA SASSER,
LIVING TRUST
30.079 AC. VOL. 2658 PG. 231

SCALE:
1"=100'

REMNANT OF
PORTION OF PARTNERSHIP
PARMER 1431 TRACT
550 ACRE PG. 94-945
VOL. 1273

WILLIAMSON COUNTY, TEXAS
CALLED 3.98 AC.
DOC.# 9634634

REMIANT OF
PORTION OF
PARTNERSHIP
PARTNER 1431 PARTNERSHIP
5600 ACRE TRACT
PO. 94-065
VOL. 173

LEGEND

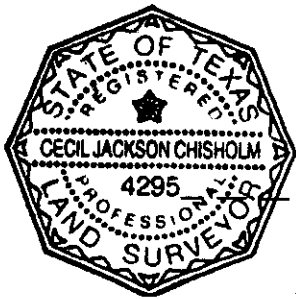
IRON ROD FOUND IRF

TEXAS DEPARTMENT OF
TRANSPORTATION
MONUMENT FOUND

HIGHLANDS NORTHWEST
AMENDED LOT 1
1.90 AC.
CAB. Q PG. 224

40' TEMPORARY
CONSTRUCTION
EASEMENT

0.165 ACRE
SUBJECT TRACT



F.M. 1431
(200' RIGHT-OF-WAY WIDTH)

POINT OF
BEGINNING

* BEARING BASIS/DIRECTIONAL CONTROL LINE

****THE BEARINGS FOR THIS TRACT ARE BASED ON
THE TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD 83-93.**

NUMBER	DIRECTION	DISTANCE
L1	N 23°52'15" E	27.98'
L2	S 66°09'12" E	28.61'

Chris Jackson Childers

102

JOB No.: 891702
BY: B JOHNSON

As Prepared By:
Cecil Jackson Chisholm, R.P.L.S., #4295
203 E. Main St., Suite 201
Round Rock, TX 78664
(512)244-9620

Date _____

3-25-99



**Baker-Aicklen
& Associates, Inc.**
Engineers / Surveyors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the County and State, on this day personally appeared _____, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1998.

[SEAL] _____
Notary Public Signature
My Commission Expires: _____

Exhibit "A" - Field note description and sketch of EASEMENT PROPERTY

AFTER RECORDING RETURN TO:
City of Cedar Park
Public Works Department
600 N. Bell Blvd.
Cedar Park, Texas 78613

Page 1 of 1
0.165 Acre Tract

DESCRIPTION

FOR A 0.165 ACRE (7203 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.98 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED BY INSTRUMENT RECORDED AS DOCUMENT NO. 9634634, OF THE OFFICAL RECORDS OF SAID COUNTY, SAID 0.165 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a Texas Department of Transportation monument found on a southeast corner of said 3.98 Acre Tract, same being a point in the northerly right-of-way line of F.M. No. 1431 (200' right-of-way width), same being a southwest corner of a remnant portion of a 56.00 acre tract of land conveyed to Parmer 1431 Partnership, as described by instrument recorded in Volume 1273, Page 941, of said Official Records, said point being the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the northerly right-of-way line of F.M. No. 1431, same being the southerly boundary line of said 3.98 Acre Tract, S69°30'12"W (Bearing Basis/Directional Control line) for a distance of 380.19 feet to an iron rod found on the southwest corner of said 3.98 Acre Tract, same being a southeast corner of Lot 1 of the Highlands Northwest Amended, a subdivision according to the plat thereof recorded in Cabinet "Q" Slide 244, of the plat records of said County, being the southwest corner hereof;

THENCE departing the northerly right-of-way line of said F.M. No. 1431, with the westerly boundary line of said 3.98 Acre Tract, same being the easterly boundary line of said Lot 1, N23°52'15'E for a distance of 27.98 feet to a point being the most northwesterly corner hereof;

THENCE departing the easterly boundary line of said Lot 1, through the interior of said 3.98 Acre Tract, N69°30'12"E for a distance of 340.16 feet to a point in the easterly boundary line of said 3.98 Acre Tract, same being a westerly boundary line of a remnant portion of said 56.00 Acre Tract, being the northeast corner hereof;

THENCE with the easterly boundary line of said 3.98 Acre Tract, same being a westerly boundary line of a remnant portion of said 56.00 Acre Tract, S66°09'12"E for a distance of 28.61 feet to the **POINT OF BEGINNING** hereof and containing 0.165 acre of land.

Surveyed under the direct supervision of the undersigned:



Cecil Jackson Chisholm
Registered Professional Land surveyor No. 4295
Baker-Aicklen & Assoc., Inc.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512)244-9620

Date

3-25-99

Job No: 891-702-21 File Name: M:\chuck\891712\doc\wmcounty.doc



AGENDA ITEM # 14April 27, 1999

Consider approving agreement with Baker-Aicklen & Associates for additional services on Lake Creek drainage project.

County Engineer Joe England has been contacted by Baker-Aicklen & Associates with request for payment of additional services on Lake Creek drainage project.

Commissioner Heiligenstein has not been contacted by Baker-Aicklen regarding \$6,400.00 additional expenses for processing fees and time spent with City of Austin on the drainage project.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Limmer

Motion: To approve payment of \$5,000.00 prior invoice to Baker-Aicklen & Associates and table payment of \$6,400.00.

Vote: Motion carried 4 - 0

AGENDA ITEM # 15April 27, 1999

Consider postponing opening proposals for inmate phone system and resetting date.

Assistant County Auditor Bob Space advised inmate telephone service proposals will be accepted on May 3, 1999, and he would like to have one of the commissioners serve on a committee to review some revolutionary happenings occurring in the industry.

Mr. Space advised when Commissioner Boatright served on the committee 3 years ago he was instrumental in contract negotiation increasing county revenue by roughly 350%.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Limmer

Motion: To appoint Commissioner Boatright to serve on committee to review inmate telephone service industry.

Vote: Motion carried 4 - 0

AGENDA ITEM # 16April 27, 1999

Consider approving resolution commending the Anderson Mill MUD on 25 years service to the Anderson Mill community.

Commissioner Boatright introduced David Parker with Anderson Mill Municipal Utility District and read the resolution aloud.

Mr. Parker remarked on the many excellent municipal utility districts in the 1400 special districts in Texas. Anderson Mill MUD is recognized as one of the most efficient in the state. He invited all to attend the celebration on Saturday, May 1, 1999, for which ECO Resources is one of the sponsors.

Mr. Parker also cautioned the court to buy American in the water industry because the French are already in control of much of the water in the United States.

105

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve resolution commending the Anderson Mill Municipal Utility District on 25 years service to the Anderson Mill community.

Vote: Motion carried 4 - 0

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