

Regular Agenda

AGENDA ITEM # 21AUGUST 17, 1999Consider authorizing advertising and setting date for a public hearing on Resubdivision of Lots 13 & 14 Valley View Subdivision.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize County Engineer to advertise 10 a.m. September 14, 1999, for public hearing on Resubdivision of Lots 13 and 14, Valley View Subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 22AUGUST 17, 1999*Consider granting final plat approval to The Heritage on the San Gabriel (private subdivision).

County Engineer Joe England and developer Mark Scott addressed the court and answered all questions.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To grant final plat approval to The Heritage on the San Gabriel, a private subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 23AUGUST 17, 1999Consider approving licensing agreement on Briarwick Drive and Amberglen Boulevard in the State Farm Subdivision.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve licensing agreement on Briarwick Drive and Amberglen Boulevard in the State Farm Subdivision.

Vote: Motion carried 5 - 0

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WILLIAMSON COUNTY LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and State Farm Mutual Automobile Insurance Company, ("Licensee"), enter into this License Agreement ("Agreement") on this the 17th day of August, 1999, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee, its successors and assigns, permission to use the licensed property for the following purposes only:

To allow the installation of landscaping, sidewalks^{signage, lighting,} and irrigation into the right-of-way of Briarwick Drive and Amberglen Boulevard.

The above-described property, hereinafter referred to as the "licensed property," is further described in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

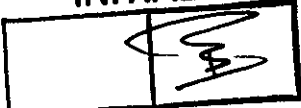
The COUNTY makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

INITIALS



III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors. The COUNTY does, however, agree to give Licensee at least thirty (30) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's installations and improvements in the event of such widening, altering or improvement of such street areas and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such street areas so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the COUNTY's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this

Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's improvements contemplated in this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include clause to effect that the policy shall not be canceled, reduced, restricted or otherwise limited to thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

Licensee shall indemnify and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments and expenses, including attorney's fees, or other liability for personal injury, death or damage to any person or property which is proximately caused by Licensee's construction and location of the landscape improvements and the irrigation system, or Licensee's actions or inactions in maintaining the landscape improvements and irrigation system located on the licensed property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been, or is entitled to be compensated by insurance provided under Article IV above, or (ii) which are proximately caused by the negligent or willful acts of the COUNTY, its agents, employees or contractors; provided, however, that for the purposes of the foregoing, the COUNTY's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS

A. Licensee's Responsibilities: Licensee will be responsible for any damage to or relocation of existing facilities. Further, Licensee shall reimburse the COUNTY for all cost of replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance: Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its

expense, as required by the COUNTY; such removal shall be completed within thirty (30) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification: Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default: In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the COUNTY, all costs and expenses incurred by the COUNTY in completing the work.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, ^{as to} ~~a~~ ~~not~~ such portion or portions abandoned, shall expire and terminate following thirty (30) day's written notice to the Licensee if such abandonment has not been remedied by Licensee within such period, the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement has never been made and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. TERMINATION

A. Termination by Licensee: This Agreement may be terminated by Licensee by delivering written notice of termination to the COUNTY no later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it may remove installations that it

made from the licensed property the 30-day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County: This Agreement may be revoked at any time by resolution of the Williamson County Commissioner's Court if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the licensed improvement, or a portion of them, interfere with the COUNTY's right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within thirty (30) days following written notification to Licensee, then the COUNTY may remove and/or replace all license improvements.

OF IX. APPLICATION ~~BY~~ LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance and Security Deposit requirements set forth herein, if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

State Farm Mutual Automobile Insurance Company
8900 Amberglen Boulevard
Austin, Texas 78729

Attn: Richard Page

With copies to:

Transwestern Commercial Services Company
901 South Mopac Expressway, Suite 520
Austin, Texas 78746

Attn: Dusty Tudor

And to COUNTY At:

710 Main Street, 2nd floor
Georgetown, Texas 78626

Attn: John Doerfler
County Judge

Or to such other addresses which either party may so designate by sending notice as foresaid.

TERMS AND CONDITIONS ACCEPTED, this the 17 days of August, 1999.

~~APPROVED AS TO FORM~~

County Attorney

WILLIAMSON COUNTY

By: John C. Doerfler 8-17-99
Name: John C. Doerfler
Title: County Judge

THE STATE OF TEXAS

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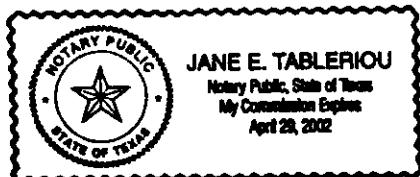
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 17 day of August, 1999 by John C. Doerfler, as County Judge, of Williamson County, a political subdivision of the State of Texas, on behalf of said political subdivision.

Jane E. Tableriou
NOTARY PUBLIC, State of Texas



STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

By: Ivan Bullock
Title: Vice President Operations

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 1999 by _____, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

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EXHIBIT A

The right-of-way outside the City of Austin full purpose jurisdiction described on the State Farm subdivision plat as "State farm Way" (currently known as "Amberglen Boulevard") and "Good Neighbor Drive" (currently known as "Briarwick Drive") recorded in Cabinet K, Slide 83, and described on the Robinson Ranch Subdivision as "State Farm Way" (currently known as "Amberglen Boulevard") recorded in Cabinet J, Slide 386 of the plat records of Williamson County, Texas.

08/05/99 THU 12:21 FAX 512 918 4088

STATE FARM INS

002

CORD

DATE (MM/DD/YY)

8/3/99

JLER

Serial #: 0949

N RISK SERVICES, INC. OF ILLINOIS
NORTH WACKER DRIVE
CAGO, ILLINOIS 60606

IN: ROSE BAHENA - INSURANCE VERIFICATION CENTER

1-800-4-VERIFY / FAX 1-312-701-4101

A AON RISK INSURANCE SERVICES OF ILLINOIS. CA LICENSE NO. 0005823

ED

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANIES
ONE STATE FARM PLAZA, D1- -RISK MANAGEMENT
BLOOMINGTON, IL 61710-0001
ATTN: BARB GRAHAM / (309) 766-5856THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

CONTINENTAL CASUALTY COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	GL 16 880 82 18	04/01/98	04/01/2001	GENERAL AGGREGATE \$ 1,000,000
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
				FIRE DAMAGE (Any one fire) \$
				MED EXP (Any one person) \$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS				
ARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
				EACH ACCIDENT \$
				AGGREGATE \$
EXCESS LIABILITY				EACH OCCURRENCE \$
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTHER
<input type="checkbox"/> PROPRIETOR/ OTHERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT \$
<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
OTHER				EL DISEASE - EA EMPLOYEE \$

AUG 3 1999

Leasing/Construction

LOCATION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

WILLIAMSON COUNTY IS NAMED AS ADDITIONAL INSURED ON THE ABOVE GENERAL LIABILITY POLICY WITH RESPECT TO
THE INSTALLATION OF LANDSCAPING, SIDEWALKS, SIGNAGE, LIGHTING AND IRRIGATION INTO THE RIGHT-OF-WAY OF
RIVICK DRIVE AND 8900 AMBERGLEN BOULEVARD, AUSTIN, TX 78729-1110.WILLIAMSON COUNTY
710 MAIN ST., 2ND FLOOR
GEORGETOWN, TX 78626
ATTN: JOHN DOERFLER, COUNTY JUDGESHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF ILLINOIS

Lori A. Plattner

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AGENDA ITEM # 24

AUGUST 17, 1999

Consider granting final plat approval to Woods of Fountainwood, Phase IB.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To grant final plat approval to Woods of Fountainwood, Phase IB.

Vote: Motion carried 5 - 0

AGENDA ITEM # 25

AUGUST 17, 1999

*

Consider approving waiving of penalty and interest on recommendations of Tax Assessor/Collector.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To approve waiving penalty and interest on recommendations of Tax Assessor/Collector.

Vote: Motion carried 5 - 0

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