

AGENDA ITEM 11

Consider approving joint use agreement with One-Way Baptist Church.

Annette Todd, Commissioners' Court Projects Director, addressed the court concerning the agreement.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve the joint use agreement for a parking lot with One-Way Baptist Church, to be funded from Certificates of Obligation.

Vote: **5 - 0**

< Attachment >

JOINT USE EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT, ONE WAY BAPTIST CHURCH and its successors and assigns, ("GRANTOR"), for and in consideration of the payment of TEN and NO/100 DOLLARS, (\$10.00), and other good and valuable consideration, in hand paid to GRANTOR by the COUNTY OF WILLIAMSON, State of Texas, ("GRANTEE"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, the perpetual right to use the following described property for the purposes described herein:

See Exhibit "A", attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining, being a strip of land containing 2.79 acres of land, more or less, (the "Easement") out of the David Curr Survey, Abstract No. 130, situated in Williamson County, Texas being all of that certain tract of land granted to Calvary Apostolic Church according to the deed recorded in Volume 2068, Page 870 of the Official Records of Williamson County, Texas.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however, that said Easement, rights, and privileges shall cease and revert to Grantor in the event the use of the Easement is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the Easement to determine the effect, if any, on Grantee's rights contemplated herein. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of its rights of ingress and egress.

Grantor further grants to Grantee:

- (a) the use of said Easement shall be as a parking lot open to the general public at all hours except from 6 a.m. to 3 p.m. each and every Sunday;
- (b) the foregoing Easement includes the right of Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress and egress across Grantor's property;
- (c) the right of grading for, construction, maintaining and using a parking lot on and across the property as Grantee may deem necessary;

Grantee hereby covenants and agrees:

- (a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.
- (2) As consideration for the granting of said Easement, Grantee shall resurface the existing parking lot and add an additional 25 parking spaces.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 13th day of November, 2001.

GRANTOR:

ONE WAY BAPTIST CHURCH

BY: B. J. Buhl

ITS: Pastor

GRANTEE:

John C. Doerfler 11-13-01
John C. Doerfler
Williamson County Judge

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on the 8th day of November, 2001, by BERNARD BUHL, Pastor of the ONE WAY BAPTIST CHURCH, on behalf of said church.



Kathy Green
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

① Sheets & Crossfield, L.L.C.
309 East Main Street
Round Rock, TX 78664

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-27-2001 01:07 PM 2001087278
ANDERSON \$17.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS
CLERK'S OFFICE
11-27-2001



WILLIAMSON COUNTY, TEXAS
CLERK'S OFFICE
11-27-2001

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-27-2001 BY 60322 UCBAW

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

AGENDA ITEM 12

Discuss and take appropriate action regarding acceptance of streets in the older sections of Block House Creek.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To accept streets in Block House Creek for maintenance as listed. (See attached.)

Vote: **5 - 0**

< Attachment >



GRAY · JANSING & ASSOCIATES, INC.

October 30, 2001

The Honorable Greg Boatright
Commissioner, Williamson County Precinct No. 2
350 Discovery Blvd., Suite 201
Cedar Park, TX 78613

**Re: Street Acceptance in Block House Creek
GJA No. 1283-8647-54**

Dear Mr. Boatright:

I am following up on a memo to you from Ms. Cecilia Roberts of Block House Municipal Utility District dated October 3, 2001 regarding acceptance of streets in the older sections of the Block House Creek Development by Williamson County for operation and maintenance. A copy of the memorandum is attached.

Pursuant to conversations with Ms. Roberts, it is my understanding that the County is considering acceptance of the streets located within the various sections of Block House Creek (asterisked on the attached list). These older sections have been in existence for a number of years and were not constructed by the District's current developer, Continental Homes. If this is correct, could you advise us as to when that action is anticipated to happen so that we may either be present at Commissioners Court when this item is on the agenda, or update our records subsequent to acceptance of those streets by the County.

With regard to two newer subdivision sections within the development, specifically The Vineyard, Section 2 and the model home area, the attached checklist notes that the streets have not been accepted. These newer sections have been constructed by Continental Homes. The County engineer's office has marked the streets in these areas for repairs and that information has been communicated to Mr. Bill Peckman of Continental Homes of Texas. By copy of this letter, I am confirming with Continental Homes that they are going to make the necessary repairs to the streets within The Vineyard, Section 2 and the models section. Scheduling for final inspection and consideration for acceptance by the Commissioners Court can then proceed. I will follow up with you and the County engineer's office when those repairs have been completed.