

AGENDA ITEM 21

Discuss and consider granting approval of License Agreement for Teravista Community Associates.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To grant approval of License Agreement for Teravista Community Associates.

Vote: **5 - 0**

< Attachment >

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("COUNTY"), and **TERAVISTA COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation ("Licensee"), enter into this License Agreement ("Agreement") on this the 25th day of September 2001, 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, lighting, fencing, entryway monuments, marketing signage, sidewalks and irrigation into the public right-of-ways dedicated from time to time within and adjacent to the Teravisa subdivision.

Teravista, hereinafter referred to as the "licensed property," is further shown on 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.

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 sixty (60) 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, upon twenty-four (24) hours prior notice to Licensee, the COUNTY retains the right to enter upon the licensed property, 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 a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until 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 resulting from licensee's activities. Further, Licensee shall reimburse the COUNTY for all costs of replacing or repairing any property of the COUNTY or of others which was damaged or destroyed resulting from licensee's 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 as the result of licensee's activities 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 such portion or

portions abandoned, shall expire and terminate following thirty (30) days' 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 had 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 not 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 within 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 Commissioners 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 improvements, 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 licensed improvements.

IX. APPLICATION OF 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:

Teravista Community Association, Inc.

C/o Newland Communities

P. O. Box 1238

Round Rock, Texas 78680

with copies to:

And To COUNTY At:

Attention: _____

or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the 23 day of October, 2001.

APPROVED AS TO FORM:

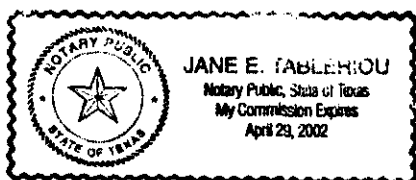
WILLIAMSON COUNTY

County Attorney

By: John C. Dorefler 10-23-01
Name: John C. Dorefler
Title: County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 23 day of October, 2001, by John C. Dorefler, 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

LICENSEE:

Teravista Community Association, Inc.
A Texas Non-Profit Corporation

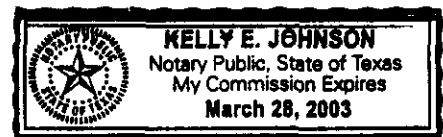
By: [Signature]
Name: H. Tyler Johnston
Title: President

By: [Signature]
Name: Janice D. Stone
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

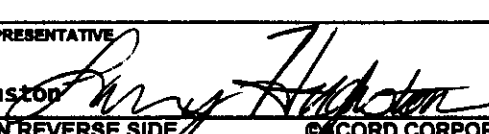
This instrument was acknowledged before me on this the 25th day of September 2001 by H. Tyler Johnston, President, and Janice D. Stone, Secretary, on behalf of said corporation.


[Signature]
NOTARY PUBLIC, State of Texas



ACORD_{TM} INSURANCE BINDER		This supersedes and corrects Binder B01100307944		DATE 10/04/2001	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.					
PRODUCER Davis-Dyer-Max, Inc. P.O. Box 495429 Garland, TX 75049		PHONE (AC, No, Ext): (972)864-0400 FAX (972)278-8400		COMPANY Philadelphia Insurance Company BINDER # B01100407947	
CODE:		SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: 00006892		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Location: Chandler Road, Round Rock, TX			
INSURED TERAVISTA HOA % CCMC 7557 Rambler Rd. Ste 850 Dallas, TX 75231					

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		EACH OCCURRENCE		\$ 1,000,000
		FIRE DAMAGE (Any one fire)		\$ 50,000
		MED EXP (Any one person)		\$ 5,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 2,000,000
	RETRO DATE FOR CLAIMS MADE:			
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES	Additional Insured: CAPITAL CONSULTANTS MANAGEMENT CORP. Additional Insured: WILLIAMSON COUNTY, TEXAS	FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS Capital Consultants Management Corp. 7557 Rambler Rd. Suite 850 Dallas, TX 75231		MORTGAGEE <input checked="" type="checkbox"/> ADDITIONAL INSURED
		LOSS PAYEE <input type="checkbox"/>
		LOAN #
		AUTHORIZED REPRESENTATIVE Larry Hughston 

ACORD™ INSURANCE BINDER		This supersedes and corrects Binder 801100307945		DATE 10/04/2001	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.					
PRODUCER Davis-Dyer-Max, Inc. P.O. Box 495429 Garland, TX 75049		PHONE (AC. No. Ext): (972)864-0400 FAX (972)278-8400		COMPANY Fireman's Fund BINDER # B01100407948	
CODE: AGENCY CUSTOMER ID: 00006892 INSURED		SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
TERAVISTA HOA % CMC 7557 Rambler Rd. Ste 850 Dallas, TX 75231		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) LOCATION: CHANDLER ROAD, ROUND ROCK, TX			
COVERAGES		LIMITS			
TYPE OF INSURANCE		COVERAGE/FORMS		DEDUCTIBLE	COINS %
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC					AMOUNT
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE	\$
				FIRE DAMAGE (Any one fire)	\$
				MED EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$
				GENERAL AGGREGATE	\$
				PRODUCTS - COMP/OP AGG	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
				MEDICAL PAYMENTS	\$
				PERSONAL INJURY PROT	\$
				UNINSURED MOTORIST	\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:		<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES		ACTUAL CASH VALUE	
				STATED AMOUNT	\$
				OTHER	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
				AGGREGATE	\$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE	\$ 9,000,000
				AGGREGATE	\$ 9,000,000
				SELF-INSURED RETENTION	\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS	
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
SPECIAL CONDITIONS/ OTHER COVERAGES		Additional Insured: CAPITAL CONSULTANTS MANAGEMENT CORP. Additional Insured: WILLIAMSON COUNTY, TEXAS		FEES	\$
				TAXES	\$
				ESTIMATED TOTAL PREMIUM	\$
NAME & ADDRESS		MORTGAGEE <input checked="" type="checkbox"/> ADDITIONAL INSURED			
Capital Consultants Management Corp. 7557 Rambler Rd. Suite 850 Dallas, TX 75231		LOSS PAYEE <input type="checkbox"/>			
		LOAN #			
		AUTHORIZED REPRESENTATIVE			
		Larry Hughston 			

ACORD 75-S (1/98) NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE GACORD CORPORATION 1993

AGENDA ITEM 22

Discuss and consider approving the preliminary plat for Summit at Brushy Creek.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat for Summit at Brushy Creek.

Vote: **4 – 0** with Commissioner Boatright absent from the dais.

AGENDA ITEM 23

Consider amending 2002 Budget Order to include the following two additions:

1. Section 18(b) should read "A Benefits Committee composed of the County Judge, one County Commissioner and three other persons selected from Department Heads and employees."
2. Section 10(addition to item (j) should read " The EMS Director, each Shift Captain's position."

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To amend the 2002 Budget Order to include the following two additions:

1. Section 18(b) should read "A Benefits Committee composed of the County Judge, one County Commissioner and three other persons selected from Department Heads and employees."
2. Section 10(addition to item (j) should read " The EMS Director, each Shift Captain's position."

Vote: **4 – 0** with Commissioner Boatright absent from the dais.

< Attachment >