

REGULAR AGENDA

AGENDA ITEM 12

Discuss and take appropriate action on 10 acre tract owned by Jason Taylor.

No action was taken on this agenda item.

AGENDA ITEM 13

Discuss and take appropriate action regarding Second Amendment to License Agreement with Williamson-Travis Counties MUD.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a Second Amendment to License Agreement with Williamson-Travis Counties MUD regarding a privacy wall.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the meeting.

< Attachment >



GRAY · JANSING & ASSOCIATES, INC.

agenda item
Review for 11/19
✓ Cole
— Dale

October 29, 2001

Mr. Joe England, P. E.
Williamson County
1900 Georgetown Inner Loop, Ste B
Georgetown, Texas 78626

**Re: Williamson-Travis Counties MUD No. 1
Plum Creek Fence License Agreement
GJA No. 919-8604-54**

Dear Mr. England:

Williamson-Travis Counties Municipal Utility District No. 1 (District) is in the process of constructing a CMU solid fence along Plum Creek Drive located within the District's boundaries. A copy of the District map showing the location of this improvement is attached for reference. The fence was to be constructed along the right-of-way line of Plum Creek to block the view of the rear of the developing commercial areas located between Plum Creek Drive and Ranch Road 620 for the existing residences which are located on the opposite side of Plum Creek Drive. Those commercial projects are in various stages of construction and are also located within the boundaries of the District.

Upon further evaluation, it has become desirable to construct the fence several feet into the existing right-of-way for Plum Creek Drive to avoid several utilities, trees and a retaining wall associated with one of the commercial properties (Stepping Stone School), all of which are located on or adjacent to the existing right-of-way line. Constructing the fence several feet into the right-of-way will allow these improvements to remain in place and not conflict with the construction of the fence.

The District has had in place an existing license agreement with Williamson County which allows the District to construct certain improvements along various streets located within the District including El Salido Boulevard. However, this existing license agreement does not include Plum Creek Drive. Therefore, the District has drafted and approved a Second Amendment to License Agreement which amends the existing license agreement to include the ability of the District to construct certain improvements within the right-of-way of Plum Creek. A copy of that Second Amendment to License Agreement which was approved by the District's Board of Directors on October 17, 2001

GRAY • JANSING & ASSOCIATES, INC.

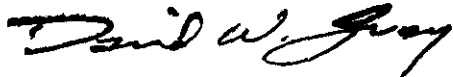
Mr. Joe England, P.E.
October 29, 2001
Page 2

and signed by its president, Mr. Barry Hawk, is also attached for reference. Therefore, based on that and the Board's action's, I am forwarding the attached Second Amendment for Licensing Agreement to you for review and approval by the Williamson County Commissioners Court.

After reviewing the attached information, should you have any further questions or comments, please don't hesitate to contact either myself, Mr. Don Bayes, P.E. at 452-0371 or the District's attorney, Mr. Mike Willatt at 476-6604. I appreciate your assistance in reviewing and processing the attached Second Amendment to the License Agreement for approval.

Sincerely,

GRAY • JANSING & ASSOCIATES, INC.



David W. Gray, P.E.

DWG:J
Enclosure

cc: Board of Directors; Williams-Travis Counties MUD No. 1 (w/enclosure)
Mr. Mike Willatt; Willatt & Flickinger (w/enclosure)
Gregg Boatright; Commissioner, Williamson County Precinct No. 2 (w/enclosure)
Mr. Don Bayes, P.E.; GJA (w/enclosure)

SECOND AMENDMENT TO
LICENSE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Second Amendment to License Agreement ("Second Amendment") is made and entered into effective the 15th day of October, 2001 by and between Williamson County, Texas (the "COUNTY") and Williamson-Travis Counties Municipal Utility District No. 1 (the "DISTRICT"), for the purposes and consideration described herein.

RECITALS

- A. The COUNTY and the DISTRICT entered into that certain "License Agreement" dated effective March 31, 1997 (the "License Agreement"), whereby the COUNTY, subject to the terms of the Agreement, granted the DISTRICT a license to use the "Licensed Property", as defined therein, for the installation of certain improvements by the DISTRICT, as more fully described therein.
- B. The parties amended the License Agreement by the First Amendment to License Agreement executed by COUNTY on September 11, 2000 and by the DISTRICT on August 16, 2000.
- C. The DISTRICT and the COUNTY now want to amend the License Agreement to include Plum Creek within the Licensed Property.

AGREEMENT

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

- 1. The COUNTY has accepted the dedication of Plum Creek and this is included within the term "County Roads" as defined in the first WHEREAS paragraph of the License Agreement.
- 2. The median strip and area of the right-of-way within which improvements will be installed and maintained, called the "Licensed Property" is amended to include the area of the right-of-way of Plum Creek, as described in Exhibit A, which is attached to this Second Amendment and incorporated for all purposes.

2002001592 5 pgs

3. Effect of Amendment. As amended by this Second Amendment, and by the First Amendment to License Agreement, the License Agreement shall continue in full force and effect pursuant to its terms.

4. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

This Second Amendment is executed as of the date recited above.

WILLIAMSON COUNTY, TEXAS

By: 

Greg Boatright
County Commissioner

Date: 11-20-01

*approved 11-20-01
John C. Dayler*

WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

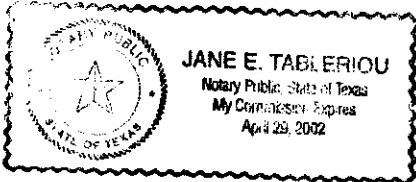
By: 

Barry Hawk, President
Board of Directors

Date: 10/17/01

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20 day of NOVEMBER, 2001, by Greg Boatright, County Commissioner of Williamson County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said county.



Jane E. Tableriou
 Notary Public, State of Texas

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

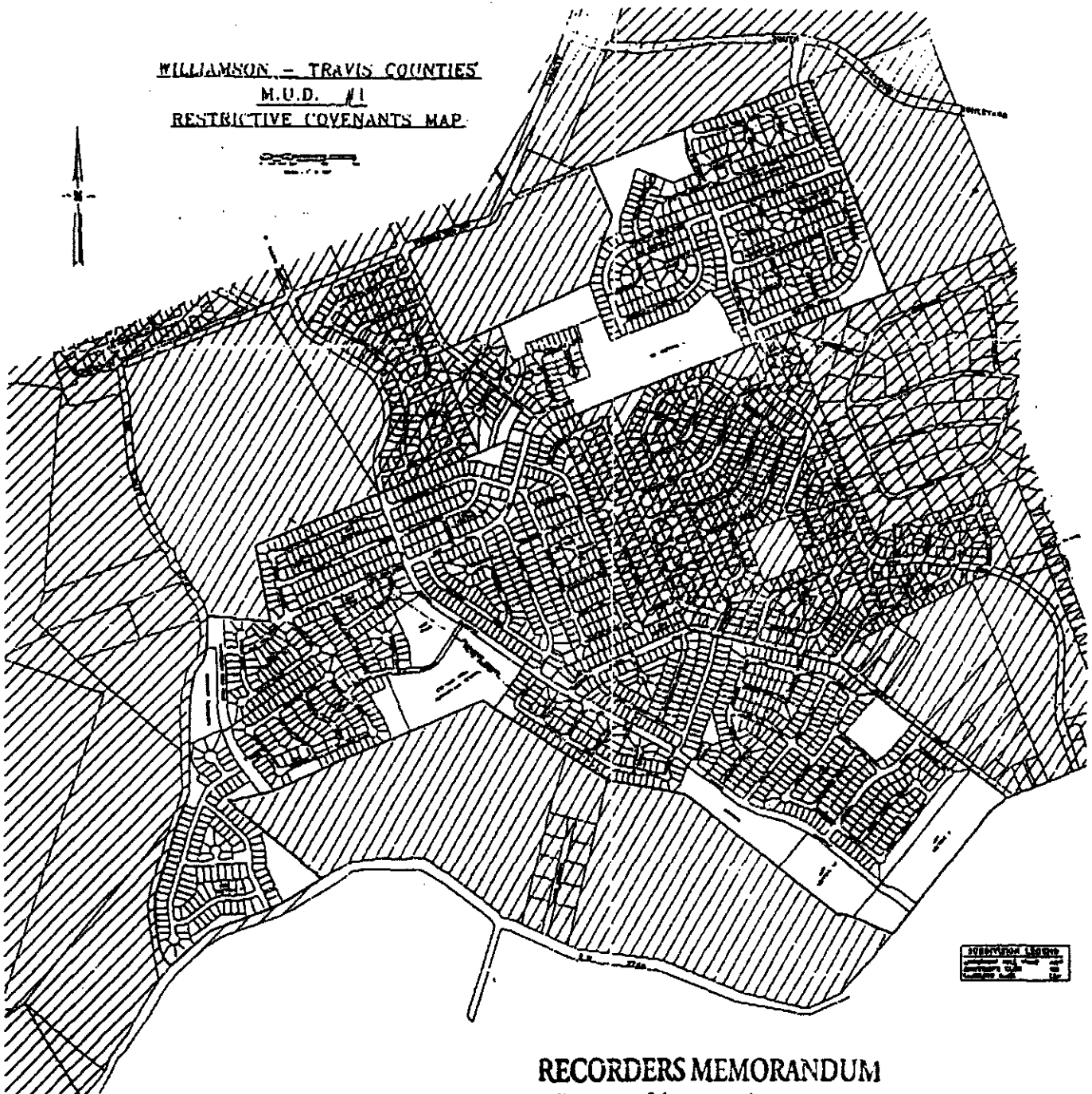
This instrument was acknowledged before me on the 17 day of OCTOBER, 2001, by Barry Hawk, President of Williamson-Travis Counties Municipal Utility District No. 1, a political subdivision of the State of Texas, on behalf of said district.



Karan K. Markette
 Notary Public, State of Texas

RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

WILLIAMSON - TRAVIS COUNTIES
M.U.D. #1
RESTRICTIVE COVENANTS MAP



RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

EXHIBIT A

11/20/2001

Page 92A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-04-2002 03:41 PM 2002001592
ANDERSON \$17.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Hand To: Marilyn
