

**AGENDA ITEM 23**

Consider approving interlocal agreement with Fern Bluff MUD concerning trails.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

**AGENDA ITEM 24**

Hear presentation from Land Strategies on Williamson County Regional Park.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

**AGENDA ITEM 25**

Consider approving land lease agreement between Georgetown Railroad Company and Williamson County.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a 2-year land lease agreement between Georgetown Railroad Company and Williamson County at the rate of \$300.00 per month for a parking area south of the Justice Center.

Vote: **3 - 0**

< Attachment >

**LAND LEASE AGREEMENT**

This agreement is entered into by and between the Georgetown Railroad Company (hereinafter "lessor") and the County Judge and the Commissioners' Court of Williamson County, Texas and Williamson County, Texas, ("lessee").

**THE PARTIES AGREE AS FOLLOWS:**

**PREAMBLE:** The parties hereby agree that the rental agreed to be paid by lessee in this agreement is substantially below the market rate for rental of comparable property. It is understood that lessor has agreed to this rental amount as a temporary accommodation to the local government of lessor's domicile.

1. **PREMISES.** In consideration of the rental paid by lessee to lessor and for the further consideration of the agreements herein, lessor does hereby lease to lessee the real property located in Williamson County, Texas described on the attached Exhibit "A."

2. **TERM.** The term of this lease shall be for two (2) years beginning on \_\_\_\_\_, 2002. The parties acknowledge that this property is for sale, and this lease may be cancelled upon sixty (60) days written notice if the property is sold.

3. **RENTAL.** The rental for said two-year period shall be the sum of \$ 7200.00, payable in advance. This rental shall be in addition to any other sums due from lessee to lessor hereunder.

*During the lease period*  
4. **TAXES.** Lessee shall also pay all taxes of any and all kinds whatsoever levied on the subject property because of any personal property located or found on the property. In no event shall lessor be liable for any tax or assessment other than the ad valorem tax on the value of the land.

5. **USE.** Said premises are to be used for temporary parking only.

6. **IMPROVEMENTS AND MAINTENANCE.** Lessee shall make no

**RECORDERS MEMORANDUM**

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alterations, changes or improvements on the subject property without the prior written consent of lessor. Lessee shall maintain the premises in good condition and trim vegetation in a manner acceptable in the community.

*Self insured*  
7. **LIABILITY AND INSURANCE.** (a) Lessee shall keep, maintain and provide satisfactory evidence to lessor of a liability insurance policy with minimum amounts of coverage of one million dollars for bodily injury and one hundred thousand dollars property damage. Lessor shall be named as an additional insured on this insurance policy. *Not Claim  
Mort  
Liability*

(b) Lessee hereby assumes all liability and all risk of loss, injury or damage of any kind whatsoever to any personal property, fixtures or structures on or adjacent to the leased premises.

(c) Lessee hereby assumes all liability and all risk of loss, injury or death or damages to any person in its employ and to any person whomsoever who may be upon the leased premises or adjacent thereto and lessee hereby assumes all liability and all risk of loss or damage to any property of any kind whatsoever.

(d) Lessee hereby agrees that the risk of injury to or death of persons and loss or damage to property herein are assumed by lessee, and shall include, but shall not be limited to, loss or damage to property of either of the parties hereto, and injury to or death of, or the loss or damage to property of the agents, employees, contractors, licensees, or invitees of either of the parties hereto, and whether or not such injury to or death of persons shall arise under any Workmen's Compensation Law or Federal Employers' Liability Law.

*Legal*  
8. **COMPLIANCE.** Lessee agrees that it will comply fully with all federal, state, county and municipal laws, orders, regulations, ordinances and legal rules including, but not limited to, sanitation, safety devices, fire prevention, environmental protection, pollution control and all other matters connected with the occupation and use of the subject property. Lessee further agrees to pay any fine, penalty, cost, damage or injury resulting from a violation or alleged violation of any of these rules and regulations.

9. **DEFAULT.** In the event of the failure of lessee to pay any sum due hereunder or the breach of any covenant or provision herein by lessee, lessor may, at its option, terminate this lease. Failure by lessor to enforce any remedy herein shall not constitute

*Both parties*  
 a waiver of such default or a waiver of any future default. In addition, ~~lessor~~ shall have the right to pursue any legal remedy in a court of appropriate jurisdiction, including but not limited to, an action for damages, forcible entry and detainer or injunctive relief. In no event shall any such action by lessor be deemed a waiver of other rights and benefits granted to lessor under this agreement. Lessee agrees that lessor shall not be required to make formal demand or give notice for any due and unpaid monies, and lessee does hereby expressly waive any right to receive such demand or notice. *one party* *He other party*

10. **INDEMNITY.** Lessee does hereby agree and promise, for itself, its successors, assigns, agents, contractors and employees to protect, defend, indemnify and hold harmless the lessor from and to reimburse lessor for, any and all liability, alleged liability, expenses, and damages arising out of the risks herein assumed by lessee, including claims, suits, judgments, costs, consequential damages, attorneys' fees of any party, and all other expenses incurred by lessor.

11. **MISCELLANEOUS.** (a) The law of Texas shall apply to this agreement. Venue of any action or dispute arising under this agreement shall be in Williamson County, Texas.

*Whole person written consent*  
 (b) This lease is personal to the lessee and shall not inure to the benefit of any receiver, trustee or any assignee for the benefit of creditors, as an asset of lessee, but shall cease and terminate upon the appointment of any such receiver, trustee or any assignee for the benefit of creditors or upon the filing of any bankruptcy petition wherein lessee is a debtor. This lease and all of the provisions herein shall be binding upon the parties and their successors or assigns. Lessee agrees to supply notice in writing of any name changes.

(c) Lessee agrees not to sublet the leased premises or any part thereof without the prior written consent of lessor. Any such attempted subletting without consent shall be void and without effect. In the event of any sublease or assignment, lessee shall remain fully liable for compliance with each and every condition and agreement contained herein.

(d) Any notice required herein shall be given in writing and mailed by Certified Mail, Return Receipt Requested, to the address shown below.

(e) This written lease contains the entire agreement of the parties, and no oral agreement or representation is a part of this

**RECORDERS MEMORANDUM**

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agreement.

(f) Lessee agrees that it will not allow or permit any liens of any kind to be filed which in any way affect lessor's right, title and interest in and to the leased premises. Lessee shall cause any such lien to be released within fifteen days from the date such lien is asserted, claimed or filed and failure to do so shall constitute a default hereunder.

(g) The rule of construction against the drafter of the document shall not apply to this lease. Any ambiguity in this agreement shall be interpreted to favor the lessor and against the lessee.

This agreement was executed on the \_\_\_\_\_ day of

\_\_\_\_\_, 2002.

**THIS LEASE CONTAINS INDEMNITY PROVISIONS.**

WILLIAMSON COUNTY, TEXAS  
(lessee)

GEORGETOWN RAILROAD CO.  
P.O. BOX 529  
GEORGETOWN, TX 78627

BY:

John C. Dayler - 1-22-02

710 Main Suite 201

Georgetown, Texas 78626

County Judge

BY:

SIGNATURE

W.B. Snead, Chairman

MARTIN LUTHER KING STREET

FOREST STREET

7 th STREET

8 th STREET

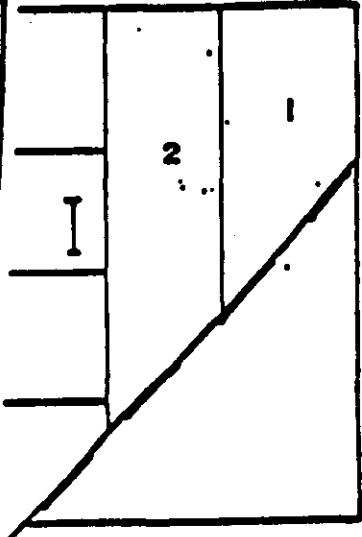
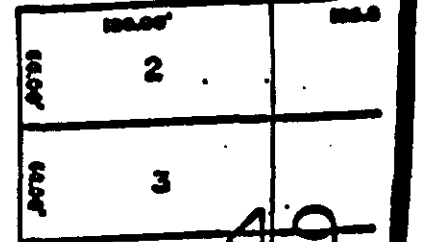
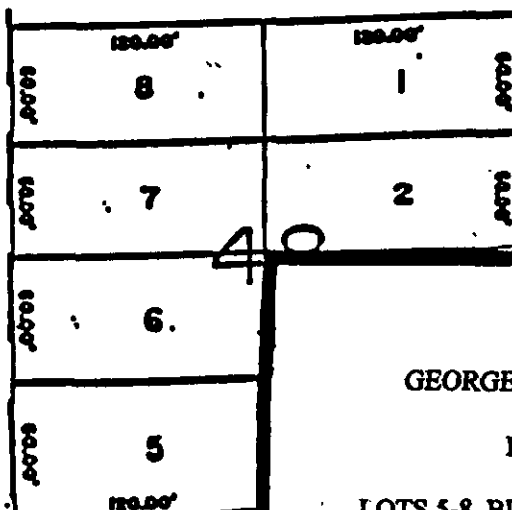
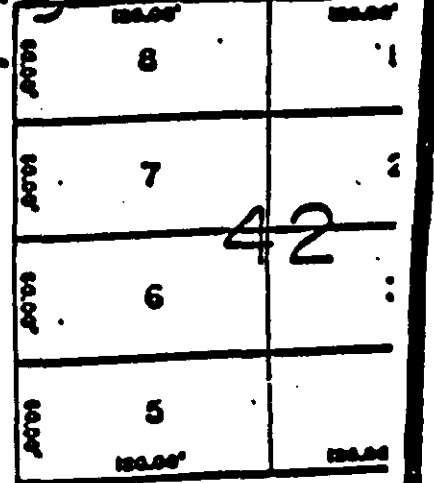
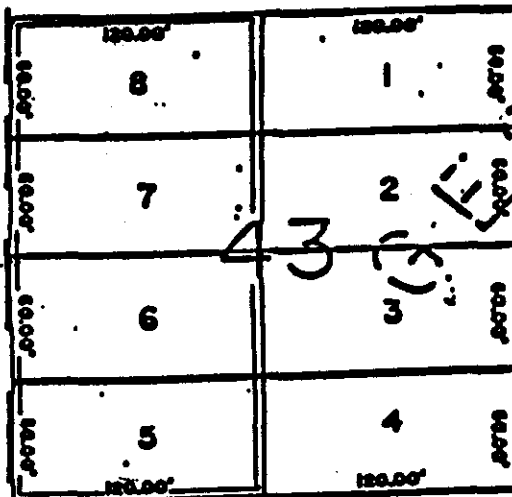
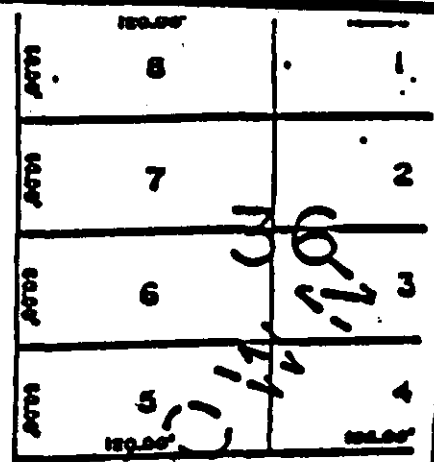
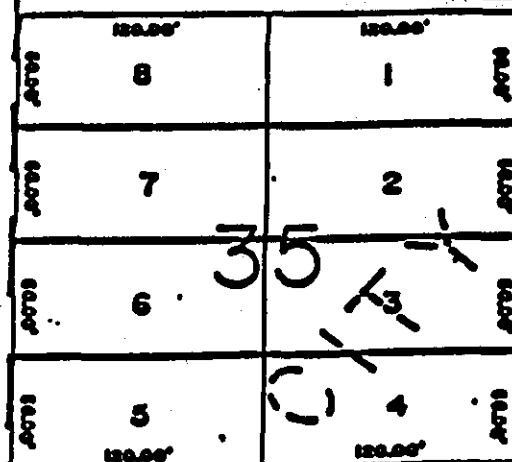
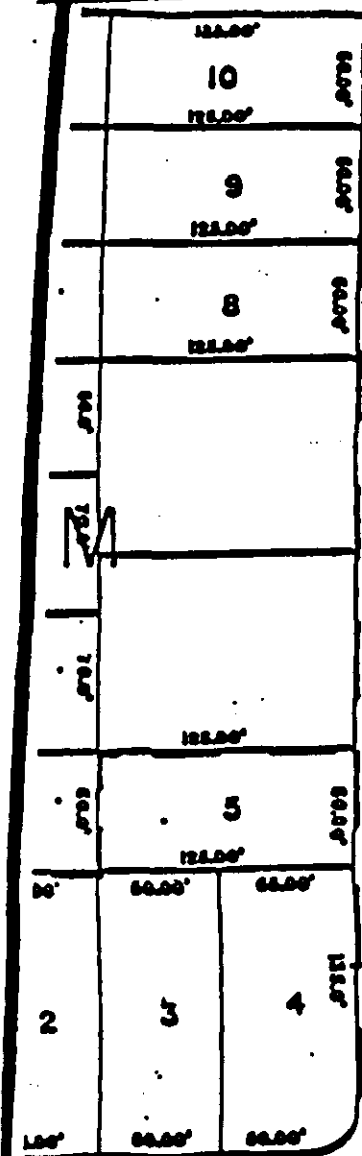
EXHIBIT "A"

GEORGETOWN RAILROAD COMPANY

PROPOSED LEASE OF

LOTS 5-8 BLOCK 43 CITY OF GEORGETOWN

TO: WILLIAMSON COUNTY



**AGENDA ITEM 26**

Consider approving additional funds for Sebesta and Associates.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

**AGENDA ITEM 27**

Discuss and take appropriate action on jail/courthouse annex expansion.

Maintenance Supervisor Joe Latteo stated that the antiquities study had been approved by the State. They are currently waiting for a letter from the State, but have verbal approval to start groundwork.

**AGENDA ITEM 28**

Consider approving a resolution providing for allocation of Bluebonnet Trails Community MHMR Center revenue bonds, series 2002.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a resolution providing for allocation of Bluebonnet Trails Community MHMR Center revenue bonds, series 2002.

Vote: **3 - 0**

< Attachment >