

AGENDA ITEM 9

Consider approving a block party on Saturday November 9, 2002 from 3:30 - 9:30pm on the 5000 block of Barlow Dr. in Round Rock.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve a block party on Saturday November 9, 2002 from 3:30 - 9:30pm on the 5000 block of Barlow Dr. in Round Rock.

Vote: 3 – 0. **Commissioner Hays was absent from the dais.**

AGENDA ITEM 10

Discuss and consider approving trail & scenic easement on Spring Valley Road in Georgetown.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve trail & scenic easement on Spring Valley Road in Georgetown.

Vote: 3 – 0. **Commissioner Hays was absent from the dais.**

< Attachment >



October 23, 2002

Mr. David Hays
Williamson County Commissioner
Precinct 3
3151 S.E. Inner Loop, Ste. C,
Georgetown, TX 78626-6339

Dear David,

Is there anyway I can get you to sign this easement agreement in order to get the \$500,000 from Texas Parks and Wildlife in January? I need it back by the end of next week.

The recreational easement is the right-of-way on Spring Valley next to Georgetown Country Club.

Thanks,


Randy Morrow, Director
Parks and Recreation

Attachment

TRAIL AND SCENIC EASEMENT
AND RESTRICTIVE COVENANT

THIS INDENTURE, made this 5 day of Nov 2002, by and between Williamson County, "grantor", and the City of Georgetown Parks and Recreation Department "grantee."

WITNESSETH:

WHEREAS, the grantee is authorized under state law to obtain easements for the purpose of acquiring and developing public recreation areas; and

WHEREAS, the grantor is the owner in fee simple of the real property hereinafter described, situated in Williamson County, State of Texas, which has been determined to be suitable and necessary part of a public recreation area;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, paid by said grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, the grantor does by these presents GRANT, and CONVEY in perpetuity, subject to the terms and conditions hereinafter set forth, unto grantee and its assigns an easement in said hereinafter described real property, for the purpose of constructing, operating, improving, and maintaining recreation trails, each said trail not to exceed eight feet in width, and for each trail constructed, operated, improved, or maintained, a trail corridor extending two feet on each side of said trail, running parallel to said trail its entire length through and across the hereinafter described real property; it being hereby agreed and expressed that the construction, operation, improvement, as maintenance of said trails and trail corridors will be for the benefit of the grantee through the preservation of the scenic and other natural values of the hereinafter described real property.

The exact location of each trail and its respective trail corridor shall be subject to the mutual agreement of the parties hereto, provided, however, that at least one trail may be constructed, operated, improved and/or maintained in accordance with the current plan of the City of Georgetown Parks and Recreation Department of which grantor hereby acknowledges is aware and agrees to.

In further consideration of the premises, and the sum paid by the grantee, the receipt of which is hereby acknowledged, the grantor does covenant on behalf of himself, his heir's, successors, and assigns, said covenant to run with said land, with the grantee and his assigns, to refrain from doing, severally and collectively upon any and all trails and trail corridors which are constructed, operated, improved, or maintained by the grantee, the various acts hereinafter set forth; it being hereby agreed and expressed that the refraining from doing said acts, and each thereof, upon the said land are and will be for the benefit of the grantee, through the preservation of the scenic and other natural values of the real property hereinafter described.

The scenic easement restrictions hereby imposed upon the use of said trails and trail corridors, and the acts which the grantor so covenants to refrain from doing upon the said trails and trail corridors constructed, operated, improved, or maintained by grantee are and shall include:

1. Erecting, building, or placing any structures on said trails or trail corridors without prior written approval of the Director of the City of Georgetown Parks and Recreation Department.
2. Using the trails or trail corridors for mining or industrial activity.
3. Changing the character of the topography of said trails or trails corridors, except as may be authorized in writing by the Director of the City of Georgetown Parks and Recreation Department.
4. Accumulating trash or foreign material which is unsightly or offensive on the trails or trail corridors.
5. Cutting, destroying, or removing any timber or brush, or any other natural vegetation from the trails or trail corridors except as may be authorized in writing by the Director of the City of Georgetown Parks and Recreation Department.
6. Placing, erecting, or building upon said trails or trail corridors any advertising of any kind or nature.
7. Operating any motorized vehicles along said trails or trail corridors. Nothing in this restriction shall be construed to prevent the grantor from crossing the trail (s) or trail corridor(s) to gain access to land owned by the grantor not included as part of the trails (s) or trail corridors(s).

The grantor does further covenant on behalf of himself, his heirs, successors, and assigns, said covenant to run with said land, to refrain from interfering in any way with the construction and the proper, safe and continuous use and maintenance of said trails and trail corridors. As to any trail which shall be constructed by the grantee on any portion of said land pursuant to the foregoing, grantee agrees to construct same in a careful and safe manner within two years and to maintain the same at its expense in a proper and safe condition.

The lands hereinabove referred to and to which the provisions of this instrument apply are situated in the County of Williamson, Texas being more particularly described as follows:

The 10 ft. right-of-way land on the Northeast side of Spring Valley Road from Country Club Road Bridge to South Cross Road.

The conveyance is subject to existing easements of record for public roads and highways, public utilities, railroads, and pipelines. Grantee shall assume no liability whatsoever with respect to any presently existing or future liens, mortgages, deeds of trust, or other encumbrances created voluntarily or involuntarily by grantor on the lands described above.

TO HAVE AND TO HOLD the above described trails and scenic easement and rights unto the grantee and its assigns forever.

The grantor, for himself, his heirs, successors, and assigns does hereby covenant with the said grantee and its assigns that he is lawfully seized of an indefeasible estate in fee simple in the herein described lands; that he has the right to sell and convey the easement herein conveyed; and that he will warrant and defend to the grantee and its assigns, forever, the quiet and able use and employment of the herein granted easement against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand the day of year first above written.

John C. Doerfler 11-5-02
~~David Hays,~~ John C. Doerfler - County Judge
~~Williamson County Commissioner~~
~~Precinct 3~~

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

On this 5th day of November, 2002 before me personally appeared:

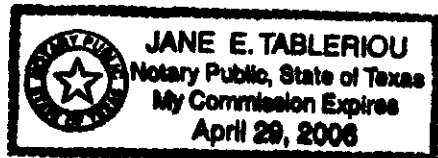
John C. Doerfler

to be known to me the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in Hengsterville, TX the day and year first above written.

My term expires: 4-29-06

Notary Public Jane E. Tableriou

SEAL



AGENDA ITEM 11

Discuss and consider rescinding the action on October 23, 2002 agenda item #22. "To set a date for the resubdivision of Wade's Crossing."

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To rescind the action on October 23, 2002 agenda item #22 "To set a date for the resubdivision of Wade Crossing."

Vote: 3 - 0. Commissioner Hays was absent from the dais.

< Attachment >

WADE CROSSING, LTD.

1021 East 7th St., Ste. 100
Austin, TX 78702

October 23, 2002

Joe England
County Engineer Williamson County
3151 SE Interloop Ste B
Georgetown, TX 78626

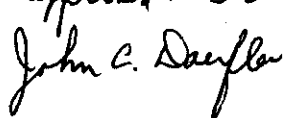
Dear Joe,

I Barry Gillingwater, President of Wade Crossing, Ltd. wish to resend the motion of October 22, 2002, agenda item #22.

Thank you for your consideration in this matter.

Sincerely,


Barry Gillingwater

approved 11-5-02


BG/js