

AGENDA ITEM 19

Consider approving 6 month extension for amended plat of Kittie Hill Acres, tract 5 & 6.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a 6 month extension for amended plat of Kittie Hill Acres, tract 5 & 6.

Vote: 4 - 0

AGENDA ITEM 20

Discuss and consider final plat approval of Cimarron Hills Business Park, phase one. Pct. #2

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the final plat of Cimarron Hills Business Park, phase one. Pct. #2

Vote: 4 - 0

AGENDA ITEM 21

Discuss and consider final plat approval of Block House Creek, phase Z. Pct. #2

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve final plat of Block House Creek, phase Z. Pct. #2

Vote: 4 - 0

AGENDA ITEM 22

Discuss and consider approving Block House Creek M.U.D. landscape maintenance agreement. Pct. #2

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Block House Creek M.U.D. landscape maintenance agreement. Pct. #2

Vote: 4 - 0

< Attachment >

WILLIAMSON COUNTY LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("COUNTY"), and Block House Municipal Utility District ("LICENSEE"), enter into this License Agreement ("Agreement") on this, the 18th day of June, 2003, 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 certain properties for the following purposes only:

To allow the installation and maintenance of landscaping and improvements, including, but not limited to, landscaping, lighting, fencing, entryway monuments, signage, sidewalks and irrigation at the Block House Creek Subdivision entryway as illustrated on Exhibit "A" attached hereto and incorporated by reference; and

To allow the installation and maintenance of landscaping and improvements, including, but not limited to, landscaping, lighting, fencing, monuments, signage and irrigation in the right-of-way for Block House Drive and Creek Run Drive, the ten side-road medians, the Tumlinson Fort Drive island and the Block House Drive West island, as listed and illustrated on Exhibit "B" attached hereto and incorporated by reference.

The above-described properties, hereinafter referred to collectively as the "Licensed Property".

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 thirty (30) 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, the COUNTY retains the right to enter upon the Licensed Property, at any time and without notice, 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 public liability insurance written by a company or governmental risk pool 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 coinsured or as an additional 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 within twenty-one (21) days of the effective date of this Agreement.

So long as LICENSEE is using the Licensed Property, LICENSEE shall not cause such insurance to be canceled nor permit such insurance coverage 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

The standard provision for indemnification of the County by LICENSEE is intentionally deleted, as LICENSEE is a governmental entity of the State of Texas and by law cannot indemnify other parties.

VI. CONDITIONS

A. LICENSEE's Responsibilities. LICENSEE will be responsible for any damage to or relocation of existing facilities. 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 as a result of 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 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 reasonable 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.

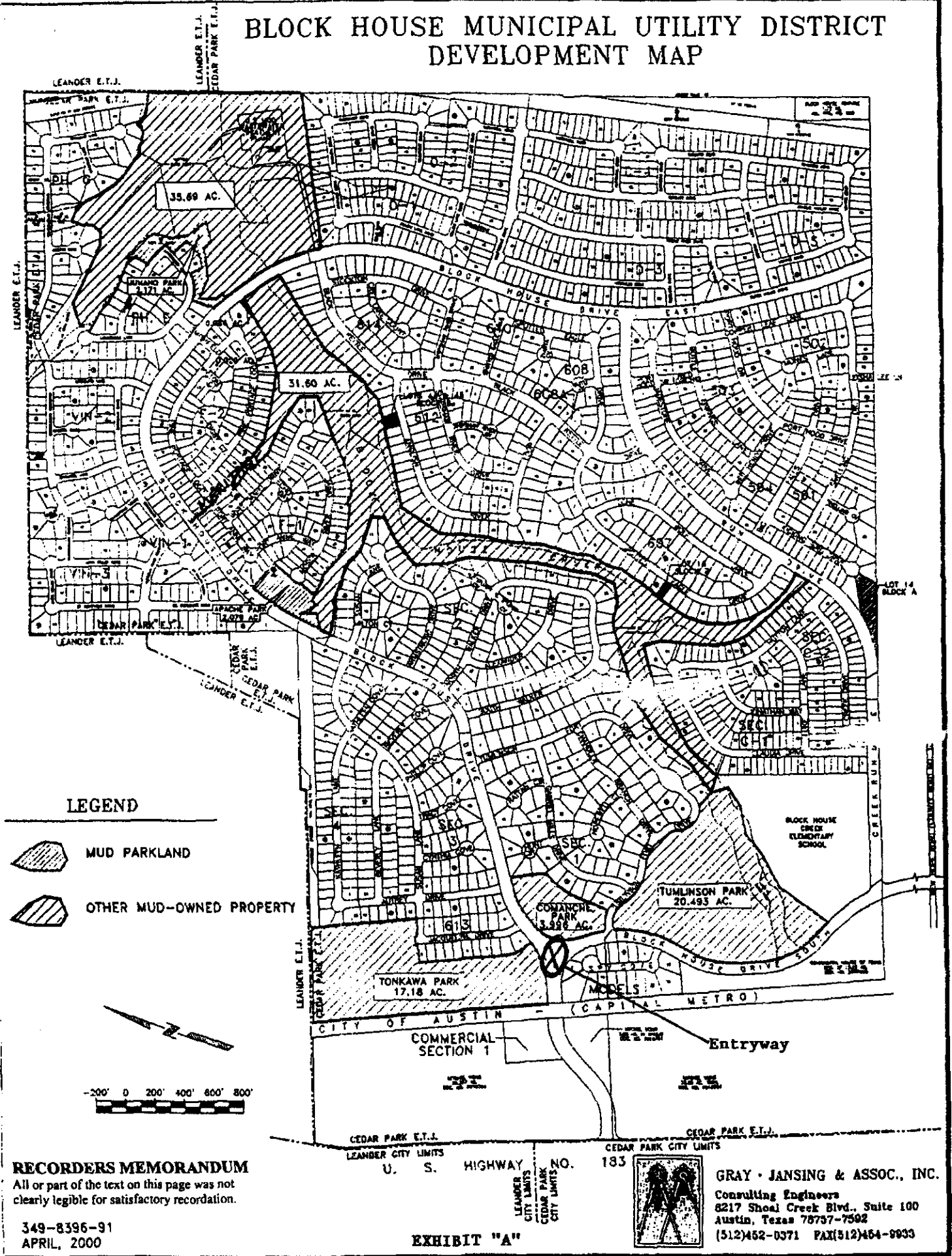
XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

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 requirements set forth herein, LICENSEE shall

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT DEVELOPMENT MAP



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:

Block House Municipal Utility District
P.O. Box 129
Leander, Texas 78641

With copy to:

Armbrust & Brown, L.L.P.
Attn: Sue Brooks Littlefield
100 Congress Avenue, Suite 1300
Austin, Texas 78701

And to COUNTY at:

Williamson Co. Judge
710 MAJEST #201 GEORGETOWN, TX 78626
Attention: John Doerfler

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

TERMS AND CONDITIONS ACCEPTED, this the 3 day of June, 2003.

COUNTY:

WILLIAMSON COUNTY

By: John C. Doerfler 6-3-03
John Doerfler, County Judge

~~APPROVED AS TO FORM:~~

County Attorney

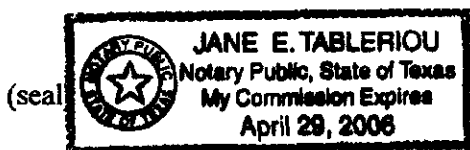
LICENSEE:**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: *Sue Horne*
 Sue Horne, President
 Board of Directors

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 3, 2003, by John Doerfler 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 Signature

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 18, 2003, by Sue Horne, President of the Board of Directors of Block House Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

(seal)

Sue Brooks Littlefield
 Notary Public Signature

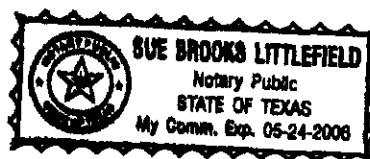


EXHIBIT "B"

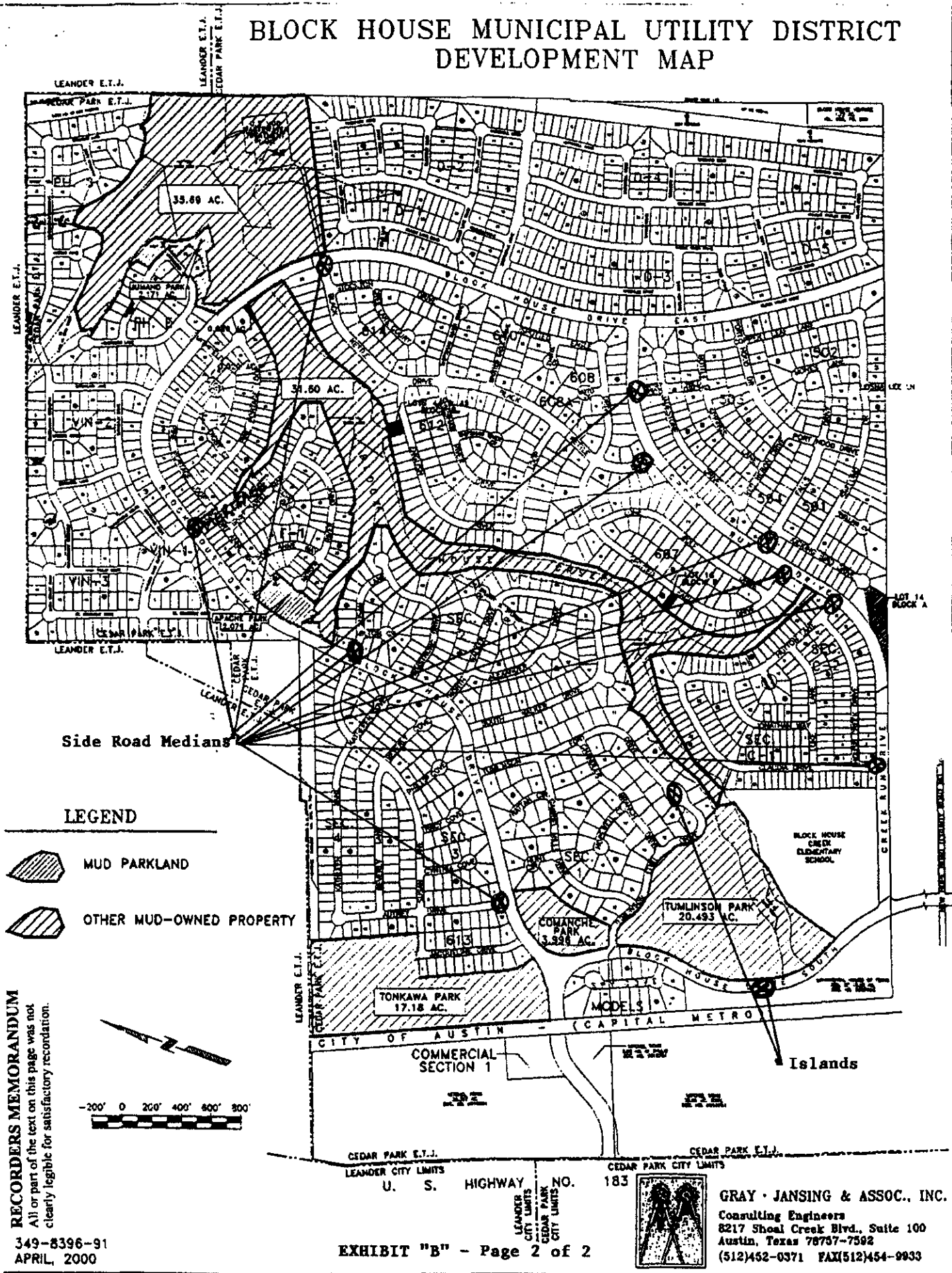
Side-Road Medians

Autry Drive at Block House Drive
Susan Lane at Block House Drive
Meritage at Block House Drive
Black Kettle Drive at Block House Drive
Wild Orchid (Port Hood) at Creek Run Drive
Black Kettle Drive at Creek Run Drive
Big Falls Drive at Creek Run Drive
Spotted Eagle Drive at Creek Run Drive
Hutton Lane at Creek Run Drive
Claudia Drive at Creek Run Drive

Islands

Tumlinson Fort Drive
Block House Drive West

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT DEVELOPMENT MAP



Certificate of Coverage

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

TML-IRP Contract Number: 2706

Member: Block House MUD
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Company Texas Municipal League
Affording Intergovernmental Risk Pool
Coverage: PO Box 149194
Austin, TX 78714-9194
(512)491-2300 or (800) 537-6655
Fax (512) 491-2404

GENERAL LIABILITY			
Limits of Liability	: \$ 2,000,000	Each Occurrence	
Sudden Events			
Involving Pollution	: \$ 2,000,000	Each Occurrence	
Annual Aggregate	: \$ 4,000,000	Effective Date	: 10/1/02
Deductible Per Occurrence	: \$ 0	Anniversary Date	: 10/1/03
LAW ENFORCEMENT LIABILITY			
Limits of Liability	: \$	Each Occurrence	
Annual Aggregate	: \$	Effective Date	
Deductible Per Occurrence	: \$	Anniversary Date	
ERRORS AND OMISSIONS LIABILITY			
Limits of Liability	: \$	Each Wrongful Act	
Annual Aggregate	: \$	Effective Date	
Deductible Each Wrongful Act	: \$	Anniversary Date	
DESCRIPTION			
As per License Agreement between Block House MUD and Williamson County for the installation and maintenance of landscaping and improvements			

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Date Issued: 05/27/03

Authorized Representative: 

Certificate Holder:

Williamson County
c/o Williamson County Courthouse
Georgetown TX

**ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY
LIMITED TO ACTIVITIES OF THE FUND MEMBER**

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

**GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY**

Entity Name :Block House MUD
Entity ID :2706
Effective Date :5/27/03

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a covered party the governmental entity named below, but only with respect to the liability arising out of activities of the Fund Member. Such coverage shall not exceed the limits of coverage as set forth in the Declarations.

Governmental Entity: Williamson County
c/o Williamson County Courthouse

Address:

City, State & Zip Code: Georgetown TX

Description

**As per License Agreement between Block House MUD and Williamson County for the
installation and maintenance of landscaping and improvements**

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

EL253
07/22/02

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

06-23-2003 02:16 PM 2003058146
MILLER \$31.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

①
*referred to the
Engineering office*

REGULAR AGENDA

AGENDA ITEM 23

Consider approving a resolution between Williamson County and Liberty Hill I.S.D. for the collection of ad valorem taxes.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a resolution between Williamson County and Liberty Hill I.S.D. for the collection of ad valorem taxes.

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

<Attachment>