

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 09-43**

**License Agreement with Block House MUD  
Regarding Maintenance of Landscape Beds at Scottsdale Drive Entrance**

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CTRMA previously undertook and completed the construction of the connection of Scottsdale Drive and the southbound frontage road of 183A, and such construction included signage and landscape improvements (the "Landscape Improvements") located in a portion of the 183A right of way; and

WHEREAS, the Landscape Improvements are to be maintained by the Block House Municipal Utility District (the "MUD") at the MUD's sole cost and expense; and

WHEREAS, a Landscape License Agreement by and between the MUD and CTRMA (the "License Agreement") has been developed in substantially the form attached hereto as Attachment "A" which sets forth the terms and conditions for the MUD's maintenance of the Landscape Improvements within the 183A right of way; and


WHEREAS, the License Agreement requires adoption and approval by the CTRMA Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves the License Agreement in substantially the form attached hereto as Attachment "A"; and


BE IT FURTHER RESOLVED, that the License Agreement may be finalized and executed by the Executive Director on behalf of the CTRMA and delivered to the MUD.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of July, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
Legal Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-43  
Date Passed 7/31/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 09-43**  
**Landscape License Agreement**  
**Scottsdale Drive and 183A**  
**Block House Municipal Utility District**

## LANDSCAPE LICENSE AGREEMENT

THIS LANDSCAPE LICENSE AGREEMENT (this "License") is entered into effective \_\_\_\_\_, 2009 by and between CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas operating under Chapter 370 of the Texas Transportation Code ("Licensor"), and BLOCK HOUSE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("Licensee"), and is as follows:

### RECITALS

A. Licensor is the owner of:

Lot 61, Block A, Block House Creek Phase D Section Four, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2000057765, Official Public Records of Williamson County, Texas; and

a 0.957 acre tract of land located in the S.J. Dover Survey, Abstract No. 168, Williamson County, Texas, conveyed to Licensor by Williamson County, Texas in that certain Quitclaim Deed (183A Right of Way), dated January 25, 2005 and recorded under Document No. 200500717, Official Public Records of Williamson County, Texas, and more fully described in that certain Donation Special Warranty Deed (Highway 183-A Right-of-Way), dated August 6, 2004 and recorded under Document No. 2004063361, Official Public Records of Williamson County, Texas

(collectively, "CTRMA Property").

B. Licensee desires to exercise and Licensor wishes to grant Licensee certain rights and privileges upon the portions of the CTRMA Property depicted on the attached Exhibit "A" as "Licensed Property A", "Licensed Property B" and "Licensed Property C" (collectively, the "Licensed Property"), subject to the terms of this License.

NOW, THEREFORE, for and in consideration of the payment by Licensee of \$10.00 and in further consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **Grant of License over Licensed Properties A and B.** Licensee is hereby granted a license over, under, through, and across Licensed Property A and Licensed Property B for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, irrigation, fencing, and related improvements and making electrical connections thereto, including, without limitation, trees, grass, shrubs, flowering plants, and/or other landscaping (collectively, the "Landscaping Improvements"). Licensee will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Licensor. Licensor will not remove any Landscaping Improvements or other improvements existing on the Licensed Property or any other property of Licensee without the prior written consent of Licensee. Licensor will be obligated to restore or replace any Landscaping Improvements that are removed, damaged, or destroyed as a result of Licensor's use of the Licensed Property.

2. **Grant of License over Licensed Property C.** Licensee is hereby granted a license over, under, through, and across Licensed Property C only for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing irrigation pipelines and related facilities (collectively, the "Pipeline Facilities") in the existing underground pipe sleeve located under Licensed Property C. Licensor will not remove any Pipeline Facilities or other improvements existing on Licensed Property C without the prior written consent of Licensee. Licensor will be obligated

to restore or replace any Pipeline Facilities that are removed, damaged, or destroyed as a result of Licensor's use of the Licensed Property.

3. **Conflicting Rights.** Subject to any and all existing (recorded or unrecorded) easements, licenses or other grants existing as of the effective date hereof, Licensor covenants that Licensor (i) will not use the Licensed Property in any manner that interferes with Licensee's use of the Licensed Property under this License and (ii) will not convey any other license, easement, or conflicting rights on, within, or to the Licensed Property that is inconsistent with Licensee's use of the Licensed Property under this License. Licensor, Licensee or any other third party exercising any rights within the Licensed Property will be liable for any and all damages resulting to the Licensed Property, the Landscape Improvements, and the Pipeline Facilities as a result of its own activities and, upon completing such activities, will be responsible for restoring the surface of the Licensed Property, at such party's sole cost and expense.

4. **Termination.** This License will be perpetual; provided, however, Licensee may terminate this License at any time upon 30 days' prior written notice to Licensor, and, if use of the Licensed Property by Licensor becomes necessary for a substantiated public purpose, Licensor may terminate this License upon 30 days' prior written notice to Licensee. Upon receipt or submittal of a notice of termination of this License, Licensee may remove any Landscape Improvements or Pipeline Facilities within the 30 day notice period.

5. **Maintenance.**

a. Licensee will maintain all Landscaping Improvements and Pipeline Facilities in a neat and attractive manner and in good operating condition. Licensee is not and will not be construed as Licensor's agent in contracting for any Landscaping Improvements, Pipeline Facilities or other improvements on or to Licensed Property, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in Licensed Property or any other property of Licensor.

b. To the extent permitted by law, Licensee will indemnify and hold harmless Licensor from and against any and all actions, suits or claims (and all costs and expenses associated therewith) arising out of Licensee's actions or inactions regarding the Licensed Property. Licensee will not create or permit to be created or remain, and will discharge, at Licensee's sole cost and expense, and to the extent permitted by law, will indemnify Licensor against any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon Licensed Property, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Licensee. If any such liens, encumbrances, or charges are filed against Licensed Property, by reason of work or services performed or material furnished by or at the direction of Licensee, Licensee, within 30 days after the filing thereof, will use its reasonable best efforts cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

c. Licensee will not park any maintenance vehicles or stockpile any materials on or along Highway 183A. Licensee will provide advanced notice to CTRMA of any large deliveries of materials or maintenance work to the Licensed Property that would affect the flow of traffic in the area, and, if, prior to the date any such delivery or work is scheduled to take place, CTRMA notifies Licensee that the delivery or work must be rescheduled, Licensee and CTRMA will agree on a reasonable rescheduling of the delivery or work.

d. Licensee is advised that construction of a shared-use-path along Highway 183A is anticipated. Licensee will not obstruct the shared-use-path while performing maintenance activities on the Landscaped Property.

6. **No Assignment.** Neither this License nor any rights, duties, or obligations hereunder shall be assignable by Licensee, and any attempt to make such an assignment will terminate this License and all privileges granted to Licensee hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy, or claim under this License. Licensor, without the consent of any other party, will be entitled to transfer or convey all or any portion of Licensed Property to any party provided that such transfer or conveyance is expressly made subject to this License.

7. **No Real Property Interest.** This License is a grant of the rights specified herein, and shall not be interpreted or construed to convey any rights in real property or rights that run with the land.

8. **Entire Agreement.** This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.

9. **Miscellaneous.** This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License is held invalid, the remainder of this License shall continue in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License.

10. **Contacts.** All communications shall be submitted to the following:

Licensor: Agency: Central Texas Regional Mobility Authority  
Attention: Wesley M. Burford, P.E.  
Director of Engineering  
Address: 301 Congress Ave, Suite 650  
Austin, Texas 78401  
Phone: (512) 996-9778  
Email: wburford@ctrma.org

Licensee: Agency: Block House Municipal Utility District  
Attention: Ilyse Lerner  
Address: Armbrust & Brown, L.L.P.  
100 Congress Ave., Suite 1300  
Austin, Texas 78701  
Phone: (512) 435-2357  
Email: ilerner@abaustin.com

EXECUTED to be effective as of the date first written above.

**LICENSOR:**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2009, by  
\_\_\_\_\_, \_\_\_\_\_ of Central Texas Regional Mobility Authority, on behalf of such  
entity.

(seal)

\_\_\_\_\_  
Notary Public, State of Texas

**LICENSEE:**

**BLOCK HOUSE MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Board of Directors

THE STATE OF TEXAS     §  
  §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2009, by  
\_\_\_\_\_, \_\_\_\_\_ of Block House Municipal Utility District, on behalf of  
such district.

(seal)

\_\_\_\_\_  
Notary Public Signature