

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

RESOLUTION NO. 13-051

**APPROVING AN AMENDED AND RESTATED LANDSCAPE LICENSE
AGREEMENT WITH THE BLOCK HOUSE MUNICIPAL UTILITY DISTRICT.**

WHEREAS, the Mobility Authority previously constructed the connection of Scottsdale Drive and the southbound frontage road of 183A, including signage and landscape improvements located in a portion of the 183A right of way (the "Landscape Improvements"); and

WHEREAS, under a Landscape License Agreement by and between the MUD and Mobility Authority effective August 1, 2009, the Landscape Improvements are maintained by the Block House Municipal Utility District (the "MUD") at the MUD's sole cost and expense; and

WHEREAS, the MUD has requested an amendment to the Landscape License Agreement to extend the area for Landscaped Improvements to the edge of the 183A shared use path constructed by the Mobility Authority after August 1, 2009; and

WHEREAS, the Executive Director and the MUD have negotiated a proposed Amended and Restated Landscape License Agreement attached as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the proposed Amended and Restated Landscape License Agreement; and

BE IT FURTHER RESOLVED that the Amended and Restated Landscape License Agreement may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the form attached as Exhibit 1.

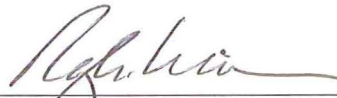
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andy Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-051
Date Passed: 8/28/2013

EXHIBIT 1 TO RESOLUTION 13-051

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

WITH BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

[on the following 6 pages]

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

THIS AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT (this "*License*") is entered into effective _____, 2013 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 ("*Authority*"), 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 ("*District*"), and is as follows:

RECITALS

A. Authority 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 Authority 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, the "*Property*").

B. Authority and District previously entered into a Landscape License Agreement dated effective August 1, 2009 (the "*Original License*") under which Authority granted District certain rights and privileges upon the portions of the 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 the Original License.

C. District has requested that, in addition to the rights and privileges granted under the Original License, Authority grant District certain additional rights and privileges as to the Licensed Property.

NOW, THEREFORE, for and in consideration of the payment by District 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. District 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, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping (collectively, the "*Landscaping Improvements*"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Landscaping

Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

2. Grant of License over Licensed Property C. District 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. Authority will not remove any Pipeline Facilities or other improvements existing on Licensed Property C without the prior written consent of District. Authority will be obligated to restore or replace any Pipeline Facilities that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

3. Grant of License over Licensed Property D. District is hereby granted a license over, under, through, and across the Licensed Property 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, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping and electrical lines and facilities to allow the installation of seasonal holiday lighting and monument lighting (collectively, the "Additional Landscaping Improvements"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Additional Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Additional Landscaping Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

4. Conflicting Rights. Subject to any and all existing (recorded or unrecorded) easements, licenses or other grants existing as of the effective date hereof, Authority covenants that Authority (i) will not use the Licensed Property in any manner that interferes with District'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 District's use of the Licensed Property under this License. Authority, District 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 Landscaping Improvements, the Additional Landscaping Improvements and the Pipeline Facilities as a result of their 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.

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

6. Maintenance.

a. District will maintain all Landscaping Improvements, Additional Landscaping Improvements and Pipeline Facilities in a neat and attractive manner and in good operating condition. District is not and will not be construed as Authority's agent in contracting for any Landscaping Improvements, Additional 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 Authority.

b. To the extent permitted by law, District will indemnify and hold harmless Authority from and against any and all actions, suits or claims (and all costs and expenses associated therewith) arising out of District's actions or inactions regarding the Licensed Property. District will not create or permit to be created or remain, and will discharge, at District's sole cost and expense, and to the extent permitted by law, will indemnify Authority 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 District. 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 District, District, 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. District will not park any maintenance vehicles or stockpile any materials on or along Highway 183A. District will provide advanced notice to Authority 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, Authority notifies District that the delivery or work must be rescheduled, District and Authority will agree on a reasonable rescheduling of the delivery or work.

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

7. **No Assignment.** Neither this License nor any rights, duties, or obligations hereunder shall be assignable by District, and any attempt to make such an assignment will terminate this License and all privileges granted to District 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. Authority, 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.

8. **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.

9. **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.

10. **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.

11. Contacts. All communications shall be submitted to the following:

Authority: Central Texas Regional Mobility Authority
Attention: Wesley M. Burford, P.E.
Director of Engineering
Address: 3300 N. IH-35, Suite 300
Austin, Texas 78705
Phone: (512) 996-9778
Email: wburford@ctrma.org

District: Block House Municipal Utility District
Attention: Sue Brooks Littlefield
Address: Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701
Phone: (512) 435-2307
Email: slittlefield@abaustin.com

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

AUTHORITY:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The instrument was acknowledged before me on _____, 2013, by
_____, _____ of Central Texas Regional
Mobility Authority, on behalf of such entity.

(seal) _____ Notary Public, State of Texas

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
_____, _____
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2013, by
_____, _____ of Block House Municipal
Utility District, on behalf of such district.

(seal)

Notary Public Signature

