

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF
LANDSCAPING AND IRRIGATION LINES INTO THE RIGHTS OF WAY
OF WOLF RANCH PARKWAY, PECAN BOTTOM DRIVE, AND SILVER
DOLLAR TRAIL, ADJACENT TO WOLF RANCH SECTION 4A FROM
DB WOOD TO SILVER DOLLAR TRAIL.**

WHEREAS, the City of Georgetown (the City) owns real property which is the rights of way of Wolf Ranch Parkway, Pecan Bottom Drive, & Silver Dollar Trail; and

WHEREAS, the City has received a request to allow the encroachment into the right of way to allow the construction and installation of landscaping, including low shrubs, grasses, and similar plants not exceeding three (3) feet in height, and irrigation lines, to be placed in the median of Wolf Ranch Parkway, Pecan Bottom Drive, and Silver Dollar Trail, utilizing an area described in Exhibit "A", with irrigation lines crossing and within the rights of way utilizing an area described in Exhibit "B", said exhibits attached hereto (License Area); and,

WHEREAS, the property owner agrees to accept the terms of the revocable license agreement and as set forth in the City Code of Ordinances Section 12.09 and to reimburse the City for costs incurred to process the request in accordance with State law requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Director of Planning is hereby authorized to execute a Revocable License Agreement in substantially the same form attached hereto as Exhibit "C".

SECTION 3. This resolution shall be effective immediately upon adoption.

~SIGNATURES ON FOLLOWING PAGE~

Resolution No. _____

Description: License to Encroach, WR Pkwy Landscaping, 2019-10-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2019

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

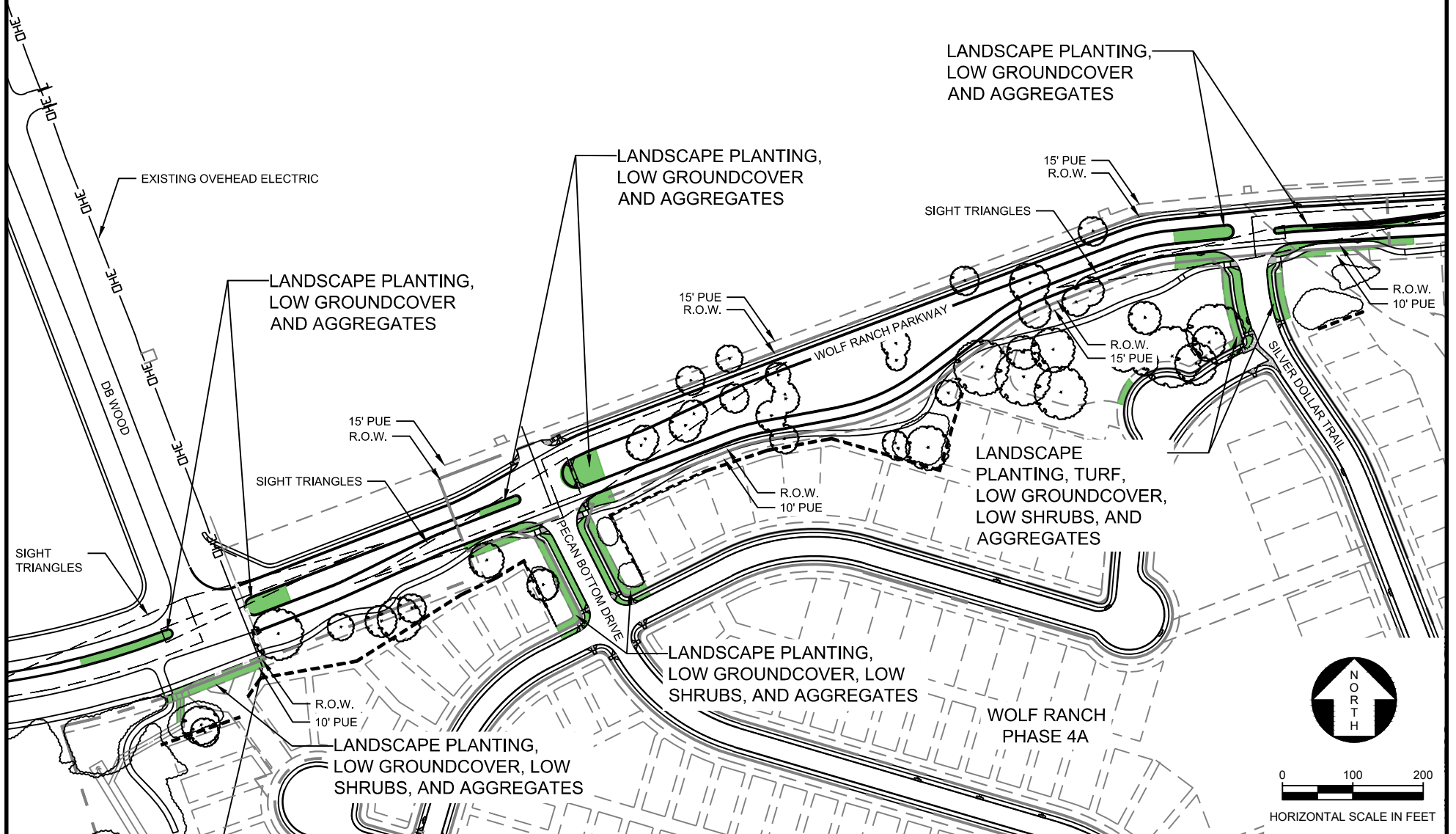
Charlie McNabb, City Attorney

Resolution No. _____

Description: License to Encroach, WR Pkwy Landscaping, 2019-10-LIC

Date Approved: _____

Exhibi "A"



License to Encroach- Exhibit 1- Planting

Wolf Ranch Phase 4A

City of Georgetown Sheet 1 of 2

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landscape architects
August 13, 2019

Exhibit "B"

Site plan for Wolf Ranch Phase 4A, showing the layout of irrigation piping and sleeves, sight triangles, and right-of-way (R.O.W.) boundaries. The plan includes the following features and labels:

- EXISTING OVERHEAD ELECTRIC**: Indicated by a line with cross-ticks along the top left.
- IRRIGATION PIPING AND SLEEVES**: Multiple locations marked with green lines and labels, including:
 - Top left, near DB WOOD and 3RD.
 - Along PECAN BOTTOM DRIVE.
 - Along WOLF RANCH PARKWAY.
 - Along SILVER DOLLAR TRAIL.
 - Bottom center, near the residential grid.
- SIGHT TRIANGLES**: Marked with circles and labels at intersections along DB WOOD, PECAN BOTTOM DRIVE, and WOLF RANCH PARKWAY.
- R.O.W. 10' PUE**: Right-of-way boundary lines with 10-foot public utility easements.
- R.O.W. 15' PUE**: Right-of-way boundary lines with 15-foot public utility easements.
- WOLF RANCH PHASE 4A**: The residential area shown as a grid of lots at the bottom.
- DB WOOD**, **3RD**, **PECAN BOTTOM DRIVE**, **WOLF RANCH PARKWAY**, and **SILVER DOLLAR TRAIL**: Street names and road layouts.
- North Arrow**: Located in the bottom right corner, pointing upwards.
- Horizontal Scale in Feet**: A scale bar at the bottom right showing 0, 100, and 200 feet.

Wolf Ranch Phase 4A
City of Georgetown Sheet 2 of 2

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August 13, 2019

REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF WILLIAMSON

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and H4WR Phase 4, LLC, a Texas limited liability company, whose address is 3000 Turtle Creek Blvd., Dallas, Dallas County Texas 75219 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license to the said LICENSEE to permit landscaping, such as shrubs, grasses, and other plantings not to exceed three (3) feet in height, mulch and similar ground covers, irrigation lines, and where necessary sleeves under the roadway, to encroach into the right of way of Wolf Ranch Parkway, Pecan Bottom Drive, and Silver Dollar Trail, as shown on Exhibits "A" & "B" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Chapter 12.09 of the Code of Ordinances.

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the

sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
 - 1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
 - 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
 2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.
- K. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:
1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;
 2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
 3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.
- L. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.
- M. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the City.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this _____ day of _____, 20__.

LICENSOR:
City of Georgetown

LICENSEE:
H4WR Phase 4, LLC

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Print: _____
Title: _____

APPROVED AS TO FORM:

_____, Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

 This instrument was acknowledged before me on the _____ day of _____, 20____, by Sofia Nelson in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

 This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____, of H4WR Phase 4, LLC, a Texas limited liability company, on behalf of said company

Notary Public, State of Texas

[Exhibits "A" & "B" to Revocable License]

Exhibits "A" & "B" to the Revocable License is heretofore attached as Exhibits "A" & "B" to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.