

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF AWNINGS
INTO RIGHTS-OF-WAY OF S. CHURCH AND EAST 8TH STREETS
IMMEDIATELY ADJACENT TO 200 E. 8TH STREET.**

WHEREAS, the City of Georgetown (the City) owns real property which are the rights of way of S. Church Street and East 8th Street; and

WHEREAS, the City has received a request to allow the encroachment of awnings to overhang those rights-of-way, along the east side of S. Church and south side of East 8th Street, immediately adjacent to 200 E. 8th Street, utilizing an area, and generally constructed, as depicted in **Exhibit "A"**, attached hereto (License Area); and,

WHEREAS; the awning will be located a minimum of 8 feet above the right-of-way and the sidewalk to avoid interference to the operation or use by the public of the right of way of South Austin Avenue; 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 "B"**.

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

Resolution No. _____

Description: License to Encroach, 200 E. 8th Street, LIC-2018-019

Date Approved: _____

RESOLVED this _____ day of _____, 2019.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

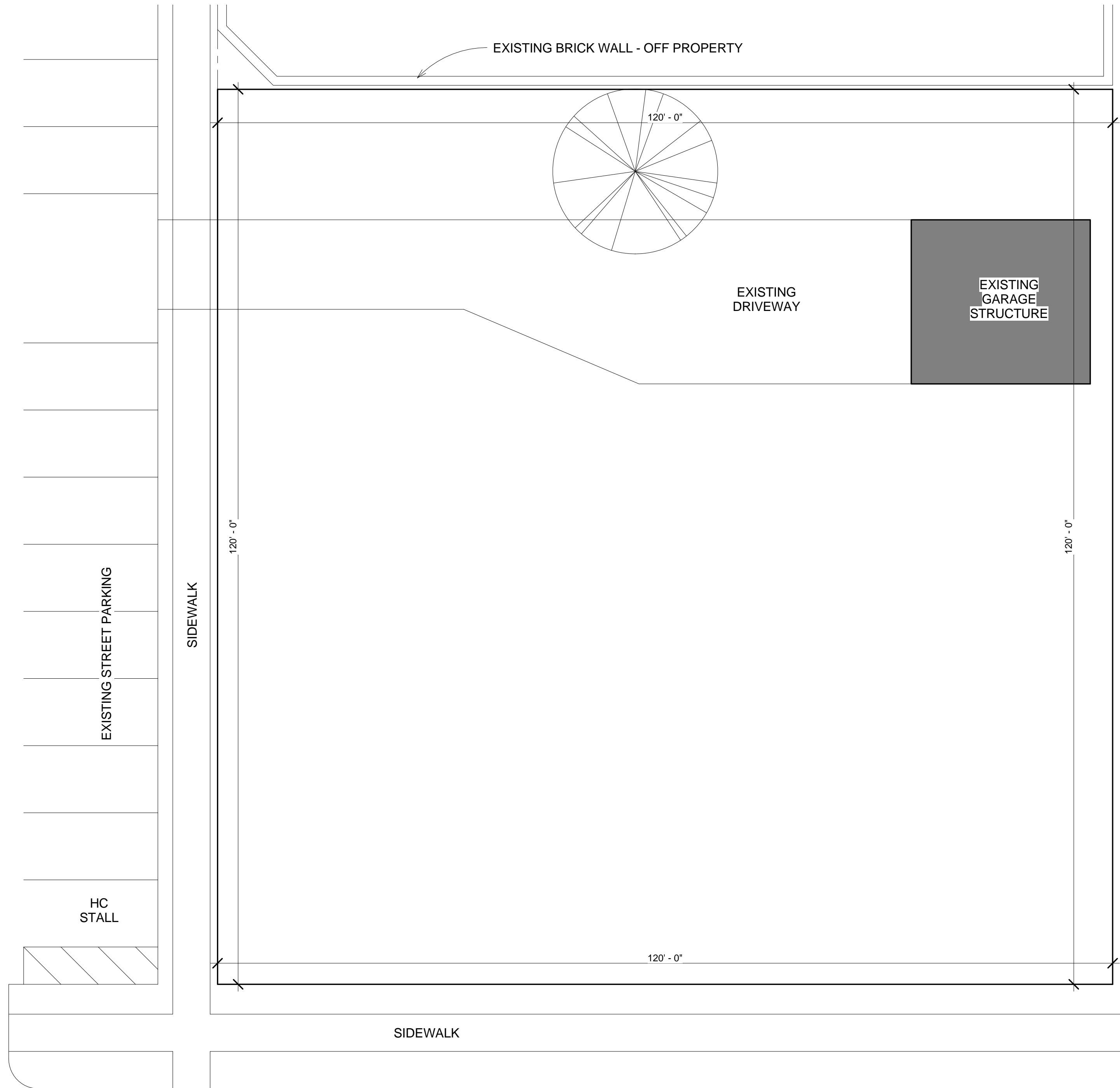
Charlie McNabb, City Attorney

Resolution No. _____

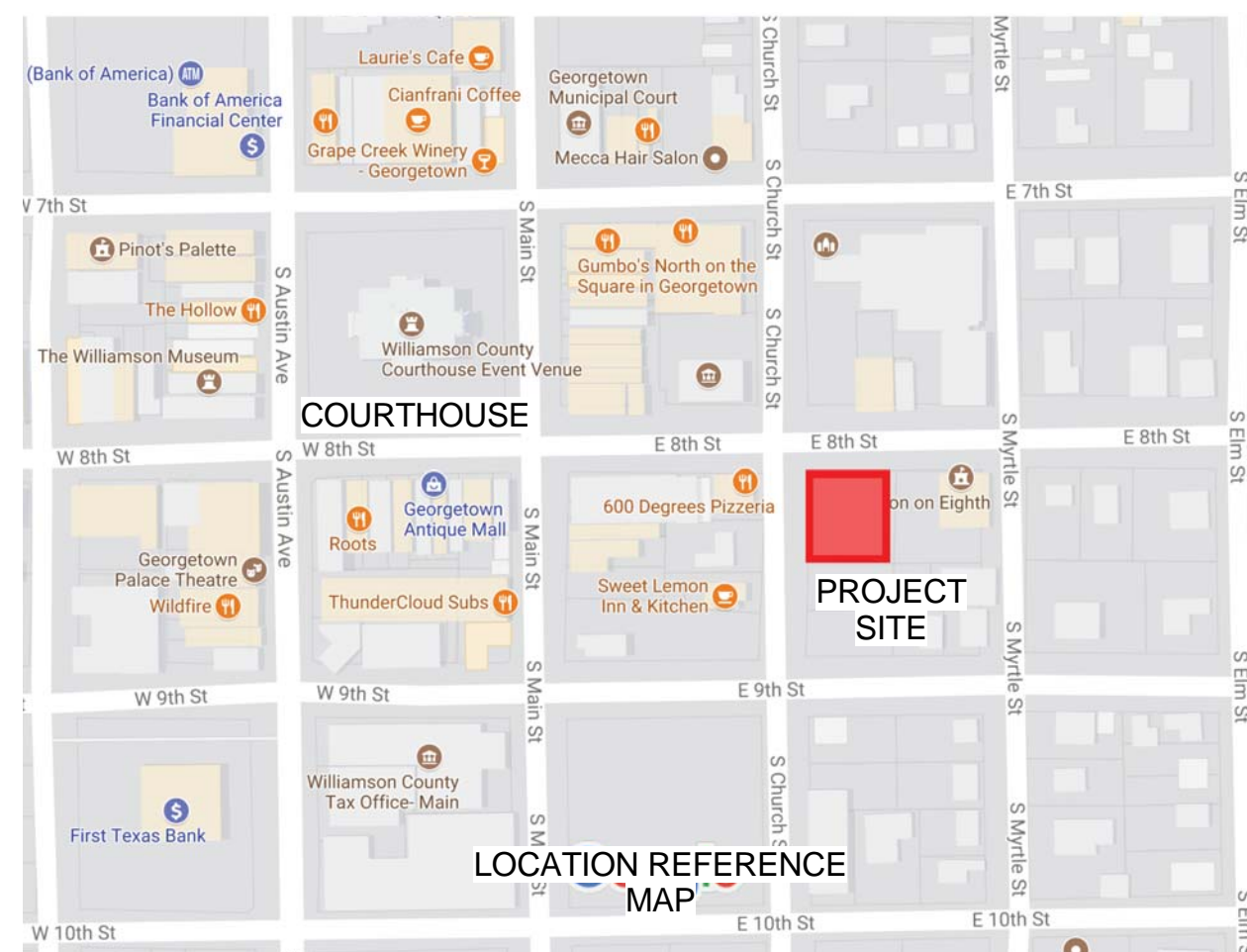
Description: License to Encroach, 200 E. 8th Street, LIC-2018-019

Date Approved: _____

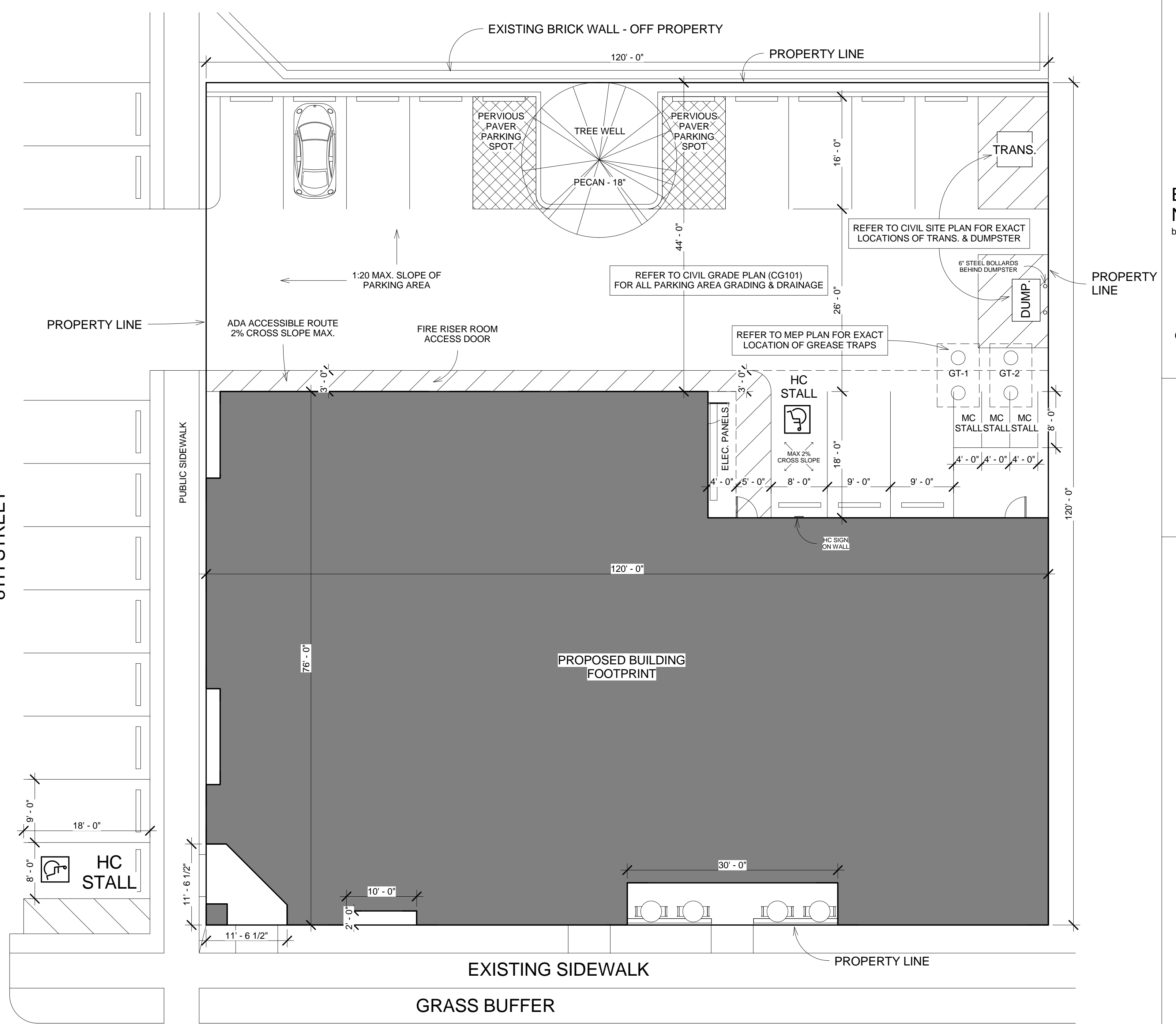
Exhibit "A"



2 EXISTING SITE PLAN
1" = 10'-0"



PROJECT INFORMATION	
LOT AREA	14,469 sf
ZONING DISTRICT	MU-DT
EXISTING & PROPOSED USE	MIX-USE COMMERCIAL
EXISTING STRUCTURE AREA	528 sf
EXISTING IMPERVIOUS	3.7%
PROPOSED STRUCTURE AREA	15,893 sf
PROPOSED IMPERV. COVER	13,576 sf
PERCENTAGE IMPERV./LOT SF	93.8%



1 RENOVATED SITE PLAN
1" = 10'-0"

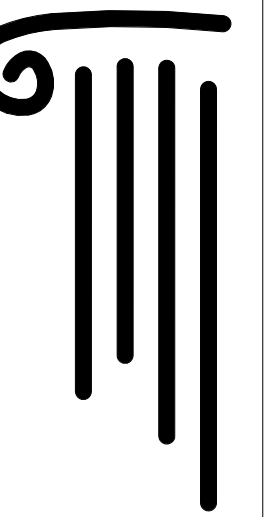
CHURCH ST.

BUILDING NOTE:

1) FRONT AND BOTH SIDE FINISH ELEVATIONS COME UP TO BUT DO NOT ENCROACH OVER THE PROPERTY LINE

2) REFER TO AWNING PLAN AND EXTERIOR ELEVATIONS FOR ALL AWNING ENCROACHMENT DIMENSIONS

AREA INFORMATION	
FOOTPRINT:	76' X 120'
1st FLOOR	7,898 sf
2nd FLOOR	7,995 sf
TOTAL AREA:	15,893 sf



Bob Thomas,
Ncarb
ncarb@yahoo.com

30418 Briarcrest Dr.
Georgetown, TX 78628
512-635-0621



HERITAGE COURT
BUILDING
200 E. 8th St.
Georgetown, TX

Permit Issue Date:	11-01-18
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Revisions		
No.	Date	Description
1		
2		
3		
4		

File:	WS-DE
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Scale: $1'' = 10'-0''$

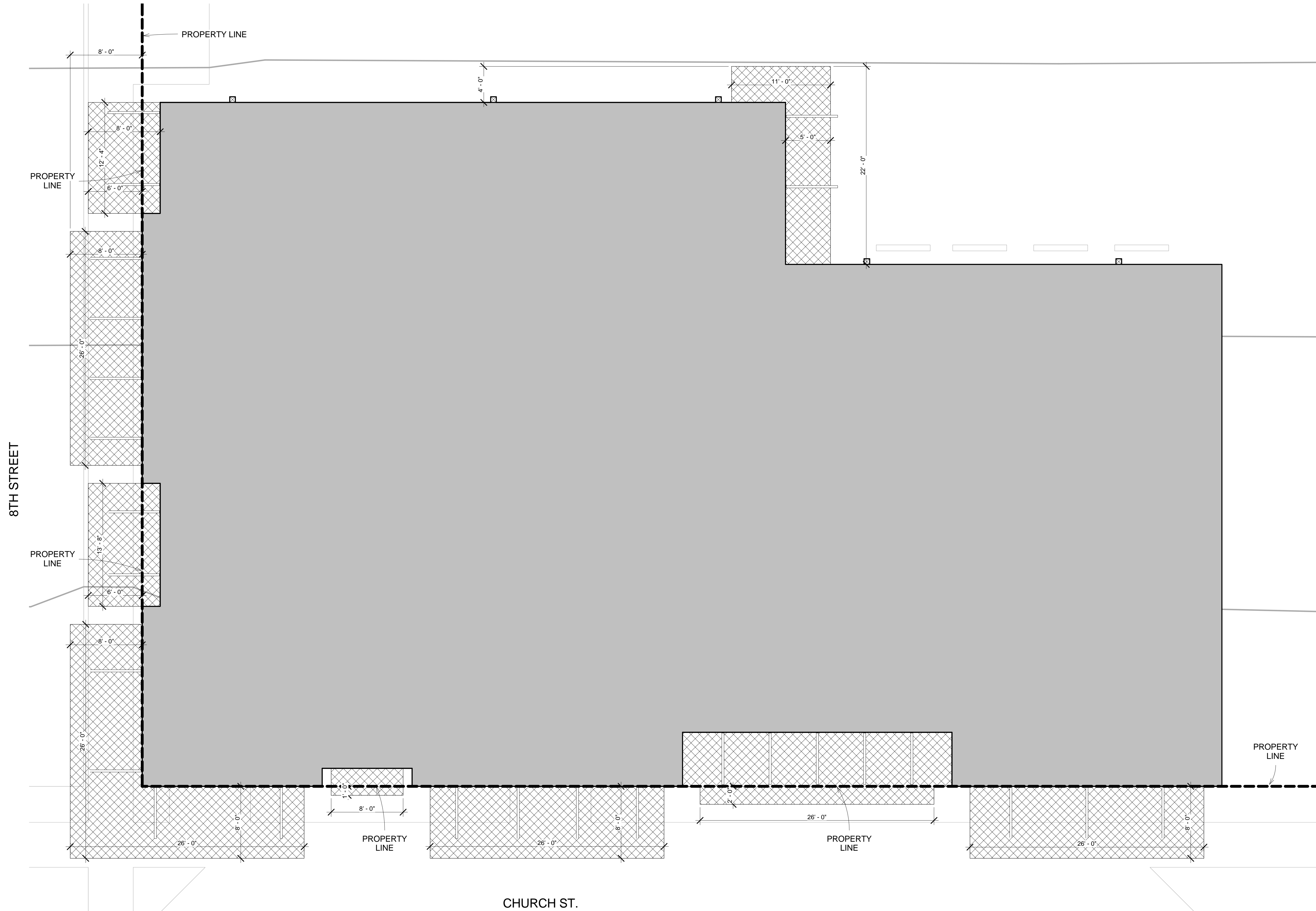
by: SRE

Date: 7-01-19

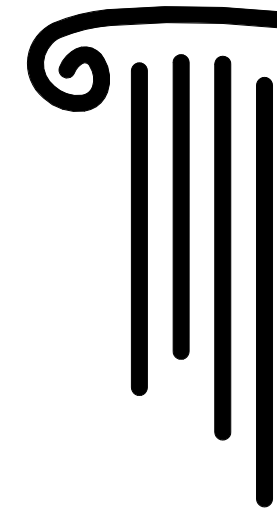
Sheet Name
SITE PLANS

Sheet No. _____

A0.2

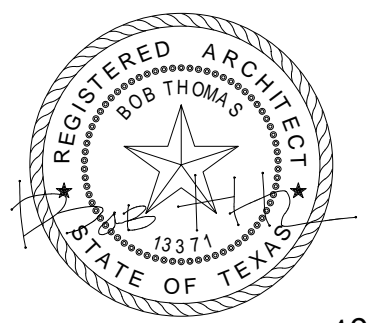


1 SITE PLAN - AWNING OVERHANGS
3/16" = 1'-0"



Bob Thomas,
NCARB
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512-635-0621



HERITAGE COURT
BUILDING
200 E. 8th St.
Georgetown, TX

Permit Issue Date:
7-31-19

Revisions		
No.	Date	Description
1		
2		
3		
4		

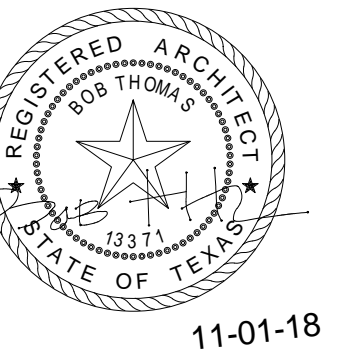
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Scale: 3/16" = 1'-0"
By: SRE
Date: 7-31-19

Sheet Name
AWNINGS PLAN

Sheet No.
A11



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Georgetown, TX 78628
512-635-0621



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200 E. 8th St.
Georgetown, TX

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Revisions

No.	Date	Description

File: WS-DE

Scale: As indicated

By: SRE

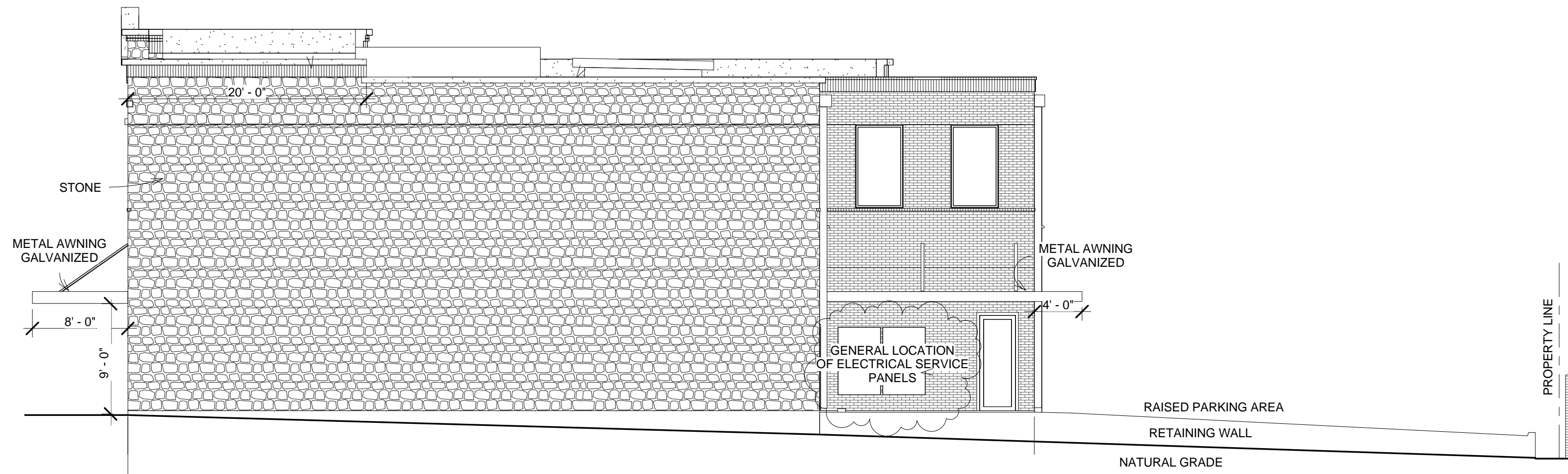
Date: 7-01-19

Sheet Name

CHURCH &
SOUTH
ELEVATIONS

Sheet No. _____

A2.1



2 SOUTH (SIDE) ELEVATION
1/8" = 1'-0"



1 CHURCH St. (FRONT) ELEVATION
3/16" = 1'-0"

AWNING ENCROACHMENT NOTES:

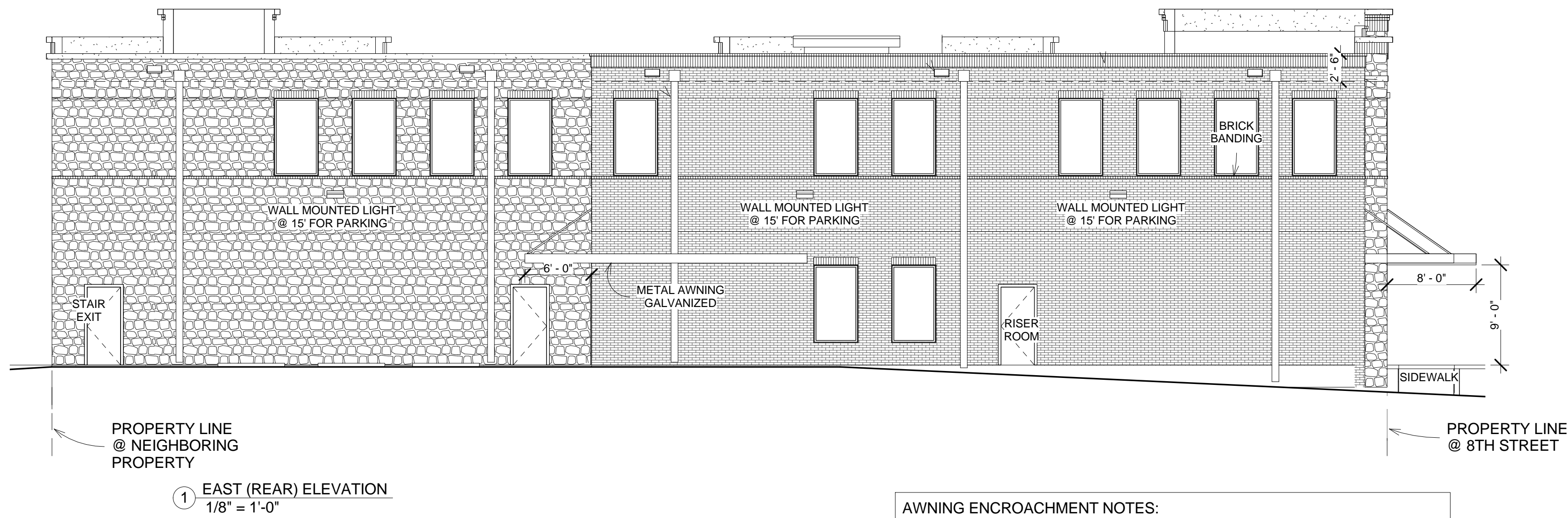
A2.1.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER
SIDE PROPERTY LINE BY 8' - 0"

A2.1.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - CHURCH ST FACADE					
Average Bldg. Ht.	<u>33.3</u>	ft. x 3	<u>99.9</u>	ft. max. distance w.o. perpendicular offset	<u>120</u> ft. actual distance of longest wall
Average Bldg. Ht.	<u>33.3</u>	ft. x 25%	<u>8.325</u>	ft. min. ht. of perpendicular offset	<u>9</u> ft. actual perpendicular offset
Average Bldg. Ht.	<u>33.3</u>	ft. x 75%	<u>24.975</u>	ft. min. span of perpendicular offset	<u>40</u> ft. actual span of perpendicular offset
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - CHURCH ST FACADE					
Average Bldg. Ht.	<u>33.3</u>	ft. x 3	<u>99.9</u>	ft. max. distance w.o. vertical elevation change	<u>120</u> ft. actual distance of longest wall
Average Bldg. Ht.	<u>33.3</u>	ft. x 25%	<u>8.325</u>	ft. min. ht. of vertical elevation change	<u>10.5</u> ft. actual perpendicular offset
Average Bldg. Ht.	<u>33.3</u>	ft. x 75%	<u>24.975</u>	ft. min. lateral elevation change	<u>40</u> ft. actual span of perpendicular offset

THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029
BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL



AWNING ENCROACHMENT NOTES:

A2.2.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER SIDE PROPERTY LINE BY 8' - 0"

A2.2.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"

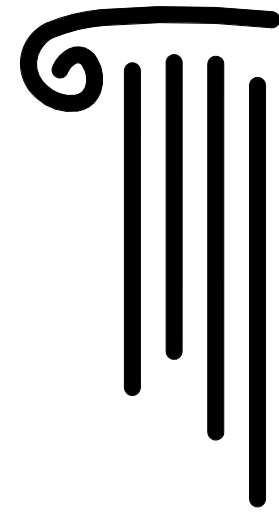


ALL BUILDING SIGNAGE IS BEING APPLIED AND APPROVED SEPARATELY

THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029 BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

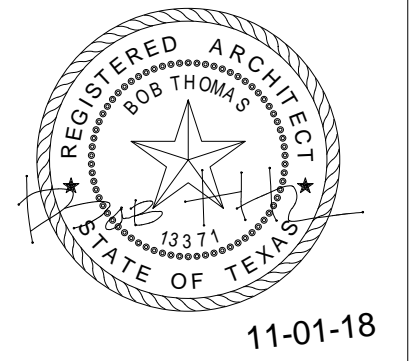
EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. perpendicular offset	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of perpendicular offset	17.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. span of perpendicular offset	26	ft. actual span of perpendicular offset
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. vertical elevation change	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of vertical elevation change	10.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. lateral elevation change	26	ft. actual span of perpendicular offset



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BUILDING
200 E. 8th St.
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Permit Issue Date:
11-01-18

Revisions		
No.	Date	Description

File: WS-DE
Scale: As indicated
By: SRE
Date: 7-01-19

Sheet Name
8TH & EAST
ELEVATIONS

Sheet No.

A2.2

REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

*

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 CERUS Heritage Court, LLC, a Texas limited liability corporation, whose address is 2802 Flintrock Trace, Ste. 280, Austin, Texas 78738 (hereinafter referred to as "LICENSEE"), owner of the Lot 7A, Block 9, CERUS Heritage Court Amending Plat of Lots 7 & 8, Block 9 of the Glasscock Addition, a subdivision in Williamson County, Texas as recorded in Document No. 2018083620 of the Official Public Records of Williamson County, Texas, and located at 200 E. 8th Street. ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit awnings to encroach approximately 8 feet, more or less, into the rights of way of South Church and East 8th Streets, as shown on Exhibit "A"(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:
CERUS HERITAGE COURT, LLC

By: _____
Sofia Nelson, Director,
Planning Department

By: CERUS DEVELOPMENT, LLC, a Texas
limited liability company

Eric J.W. Visser, Manager
CERUS Development, LLC, a Texas
limited liability Corporation

APPROVED AS TO FORM:

James Kachelmeyer, Asst.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 Eric J.W. Visser, in his/her official capacity as Manager of CERUS Development, LLC, a Texas limited liability company, Manager of CERUS Heritage Court, LLC, a Texas limited liability company.

Notary Public, State of Texas

[Exhibit “A” to Revocable License]

Exhibit “A” to the Revocable License are heretofore attached as Exhibit “A” to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.