



Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: May 14, 2013

Prepared By: Greg Chico **Phone #:** 44659

Division Director/Manager: Steven M. Manilla, P.E., County Executive

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) An offer-to-sell temporary easement rights for Parcel # 10TE, received from William E. Oglesby for construction of a driveway apron as part of the Bee Creek Road Improvement 2011 Bond project; and
- B) An offer-to-sell temporary easement rights for Parcel # 12TE, received from Bee Creek Stables L.P. for construction of a driveway apron as part of the Bee Creek Road Improvement 2011 Bond project.

BACKGROUND/SUMMARY OF REQUEST:

A) In late March, 2013, TNR staff contacted an owner of land along Bee Creek Road with regards to future construction and planning for a new roadway. During those discussions, this owner (William E. Oglesby) agreed to present an offer-to-sell a real property interest via a license agreement for temporary use of the owner's property (Parcel # 10TE), to enable the County to enter onto the owner's property for the purposes of building a smooth, new driveway apron. The owner's offer-to-sell is for \$431.

B) In early April, 2013, TNR staff contacted an owner of land along Bee Creek Road with regards to future construction and planning for a new roadway. During those discussions, this owner (Bee Creek Stables, L.P.) agreed to present an offer-to-sell a real property interest via a license agreement for temporary use of the owner's property (Parcel # 12TE), to enable the County to enter onto the owner's property for the purposes of building a smooth, new driveway apron. The owner's offer-to-sell is for \$600.

STAFF RECOMMENDATIONS:

A) TNR staff recommends acceptance of the offer-to-sell for \$431.00 from Mr. Oglesby, owner of Parcel # 10TE.

B) TNR staff recommends acceptance of the offer-to-sell for \$600.00 from Bee Creek Stables, L.P., owner of Parcel # 12TE.

ISSUES AND OPPORTUNITIES:

A) This proposed agreement (attached as Exhibit "A") represents an opportunity for Travis County to acquire the rights for use of private property described as Parcel # 10TE -- as needed for the Bee Creek Road Improvement, 2011 Bond project -- at a reasonable cost.

B) This proposed agreement (attached as Exhibit "B") represents an opportunity for Travis County to acquire the rights for use of private property over Parcel # 12TE -- as needed for the Bee Creek Road Improvement, 2011 Bond project -- at a reasonable cost.

FISCAL IMPACT AND SOURCE OF FUNDING:

A) Total funds needed for the proposed agreement and purchase of Parcel # 10TE are \$431.00, and the source for such a purchase is in place within the 2011 Bond, Bee Creek Roadway project budget.

B) Total funds needed for the proposed agreement and purchase of Parcel # 12TE are \$600.00, and the source for such a purchase is in place within the 2011 Bond, Bee Creek Roadway project budget.

EXHIBITS/ATTACHMENTS:

A) Proposed License Agreement for Parcel # 10TE is attached as Exhibit "A"

B) Proposed License Agreement for Parcel # 12TE is attached as Exhibit "B"

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Steve Sun, P.E.	CIP Manager	TNR	854-9383
Tony Valdez, P.E.	Project Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Dee Heap	Real Estate Rep.	TNR	854-7647
Donna Williams-Jones	Financial Services	TNR	854-9383

SM:GC:gc

3101 - Public Works/CIP- Bee Creek Road; 2011 Bond

LICENSE AGREEMENT
FOR
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS	§	PROJECT: Bee Creek Road
	§	
COUNTY OF TRAVIS	§	PARCEL # 10TE

WHEREAS, William E. Oglesby hereinafter called LICENSOR, whether one or more, who is the owner of 3 acres according to the real property records of Travis County, Texas conveyed by Warranty Deed recorded in Document NO. 201102889TR, of the Real Property Records of Travis County Texas, hereinafter referred to as the PROPERTY; and

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of matching driveway to grade;

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of constructing improvements to Bee Creek Road;

NOW, THEREFORE, the LICENSOR grants the following:

I. GRANT OF LICENSE.

LICENSOR does hereby grant and demise unto LICENSEE and its contractors the right to enter the PROPERTY for the purposes of constructing the roadway and LICENSOR'S driveway for a smooth transition to the new roadway; subject to the conditions as set out below in Section III.

II. TEMPORARY CONSTRUCTION AREA.

LICENSEE agrees to limit its construction activities to the area as shown on Exhibit "A" attached hereto and made a part hereof.

III. CONDITIONS.

In consideration for the above-mentioned grant of license, LICENSEE agrees to do the following:

1. No tree within the Temporary Construction Area may be removed or disturbed without prior approval of the LICENSOR.
2. Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
3. The Temporary Construction Area will be restored to substantially the same condition which existed prior to the construction activities.

IV. CONSIDERATION

In consideration for this grant of LICENSE, and temporary use of LICENSEE'S PROPERTY identified in Exhibit "A", LICENSEE agrees to pay LICENSOR FOUR-HUNDRED, THIRTY-ONE AND NO / 100's (\$431.00) within sixty (60) days following execution of this License Agreement, as full and just compensation.

IV. TERMINATION.

This License shall terminate upon completion of the work within the Temporary Construction Area.

EXECUTED this _____ day of _____, 2013.

LICENSOR: William E. Oglesby

By: _____
William E. Oglesby

LICENSEE: TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by William E. Oglesby.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires:_____

LICENSE AGREEMENT
FOR
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS	§	PROJECT: Bee Creek Road
	§	
COUNTY OF TRAVIS	§	PARCEL # 12TE

WHEREAS, Bee Creek Stables, LP., hereinafter called LICENSOR, whether one or more, who is the owner of 17.5020 acres according to the real property records of Travis County, Texas conveyed by Warranty Deed recorded in Document No.2003121569TR, of the Real Property Records of Travis County Texas, hereinafter referred to as the PROPERTY; and

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of matching driveway to grade;

NOW, THEREFORE, the LICENSOR grants the following:

I. GRANT OF LICENSE.

LICENSOR does hereby grant and demise unto LICENSEE and its contractors the right to enter the PROPERTY for the purposes of constructing the roadway and LICENSOR'S driveway for a smooth transition to the new roadway; subject to the conditions as set out below in Section III.

II. TEMPORARY CONSTRUCTION AREA.

LICENSEE agrees to limit its construction activities to the area as shown on Exhibit "A" attached hereto and made a part hereof.

III. CONDITIONS.

In consideration for the above-mentioned grant of license, LICENSEE agrees to do the following:

1. No tree within the Temporary Construction Area may be removed or disturbed without prior approval of the LICENSOR.

2. Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
3. The Temporary Construction Area will be restored to substantially the same condition which existed prior to the construction activities.

IV. CONSIDERATION

In consideration for this grant of LICENSE, and temporary use of LICENSEE'S PROPERTY identified in Exhibit "A", LICENSEE agrees to pay LICENSOR SIX-HUNDRED AND no / 100's (\$600.00) within sixty (60) days following execution of this License Agreement, as full and just compensation.

IV. TERMINATION.

This License shall terminate upon completion of the work within the Temporary Construction Area.

EXECUTED this _____ day of _____, 2013.

LICENSOR: Bee Creek Stables, L.P.

By: _____
Signature of authorized representative

Printed name: _____

Title: _____

LICENSEE: TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the ____ day of _____, 2013, by _____, as an authorized representative of LICENSOR, in the capacity of _____ of Bee Creek Stables, L.P.

Notary Public in and for the
State of Texas

Printed Name of Notary Public

My commission expires:_____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TRAVIS

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§

This instrument was acknowledged before me on the ____ day of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public in and for the
State of Texas

Printed Name of Notary Public

My commission expires:_____