

COMMISSIONERS COURT RECESSED TO EXECUTIVE SESSION AT 12:15 P.M. ON TUESDAY, JULY 15, 1997.

AGENDA ITEM # 38

July 15, 1997

\*

Discuss acquisition of County Convention Center property (EXECUTIVE SESSION REQUESTED ad per VTCA Govt. Code Sec. 551.072 relating to real property).

Those present for executive session were Judge Doerfler, Commissioners Boatright, Hays and Mehevec along with First Assistant County Attorney Dale Rye, and Attorney Charles Crossfield.

The acquisition of the County Convention Center property was discussed but no action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 12:32 P.M. ON TUESDAY, JULY 15, 1997.

AGENDA ITEM # 39

July 15, 1997

\*

Discuss and take appropriate action on acquisition of County Convention Center property.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve a supplemental agreement with Greg Hall for the acquisition of the 96 acre tract for the County Convention Center property.

Vote: Motion carried 4 - 0

< Clerk copy here >

\*\*\*See Release recorded in Volume 90, page 193 of Commissioners Court Records and Document #9733257 in Real Property Records of County Clerk's Department.

\*\*\*See Supplemental Agreement recorded in Volume 90, pages 194 to 201. 75

## SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (this "Agreement") is made and effective by and between GREGORY G. HALL ("Hall") and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), as of the \_\_\_\_ day of July, 1997.

### RECITALS:

WHEREAS, Hall and the County entered into a certain Purchase and Sale Agreement dated January 17, 1997 (the "Contract") pursuant to which Hall sold to the County a tract of land consisting of approximately 96 acres more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by this reference for all purposes (the "County Tract"); and

WHEREAS, in order to accommodate a deferred like-kind exchange of real property under Section 1031 of the Internal Revenue Code of 1986, Hall assigned his interest in the Contract to NATIONAL EXCHANGE SERVICES, INC. (the "Intermediary"); and

WHEREAS, in connection with the sale and conveyance of the County Tract to the County under and pursuant to the Contract, the County executed and delivered to the Intermediary its promissory note in the original principal amount of \$1,200,000.00 (the "County Note") which was secured by (i) a Vendor's Lien retained in a deed of even date with the Contract (the "Deed") and (ii) a Deed of Trust (the "Deed of Trust") from the County to Jack H. Lieberman, Trustee for the Intermediary.

WHEREAS, in connection with the sale and conveyance of the County Tract to the County, Hall and the County also executed and delivered to one another that certain Option Agreement (the "Option Agreement") dated of even date with the Contract pursuant to which Hall and the County granted to each other certain rights concerning the County Tract as more particularly set forth therein; and

WHEREAS, the County has elected to pay off the County Note prior to its due date and in connection therewith, Hall and the County desire to execute this Agreement to amend certain provisions contained in the Contract, to terminate the Option Agreement and to provide for certain other matters which the County and Hall have agreed to and wish to memorialize in writing.

NOW, THEREFORE, for and in consideration of the premises and for TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, each to the other in hand paid, the receipt and sufficiency of which is hereby confessed and acknowledged, Hall and the County hereby agree as follows:

AGREEMENTS:

1. Payoff of County Note/Release of Liens. On or before July \_\_\_\_, 1997, the County will pay off the full amount of \$1,200,000.00 due and owing under the County Note by tendering payment directly to the Intermediary by wire transfer of immediately available funds. Upon receipt of such funds, the Intermediary will (i) execute and deliver a release of the liens and security interests securing the County Note, including, without limitation, the Vendor's Lien retained in the Deed and the Deed of Trust, and (ii) mark the County Note "Paid in Full" and deliver the original thereof to the County at the following address:

Judge John Doerfler  
710 Main Street  
Georgetown, Texas 78626

2. Extension of Term of Farming Lease. The parties hereby agree to extend the term of that certain Farming Lease covering the County Tract dated January 17, 1997 (the "Farming Lease"), by and between the County as Landlord and Hall as Tenant. The Farming Lease may be terminated by the County upon thirty (30) days notice after the County determines that Hall's continued agricultural use of the County Tract is inconsistent with the County's use of the County Tract.

3. Termination of Option Agreement. The Option Agreement, and all rights, duties and obligations of the parties contained therein, are hereby terminated and rendered null and void and of no further force or effect.

4. Amendment of Contract. Sections 10.14 and 10.15 of the Contract are hereby deleted in their entirety. All references to the reconfiguration of the Property (as such term is used in the Contract), the preparation of a development plan, the Option Agreement, and the reconveyance of the Property (as such term is used in the Contract) to Hall are also hereby deleted from the Contract.

5. Agreement to Find Alternate Use. The County agrees that the County Tract may not be used for a jail, a materials storage yard or depot.

6. Notices. Any notice required or permitted to be delivered hereunder may be given by personal delivery to the party entitled thereto, by facsimile transmission, by any courier service which guarantees overnight, receipted delivery, or sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Hall or the County, as the case may be, at the address set forth below or at such other address for a party as he may specify in writing to the other party from time to time. Any notice given to the proper address will be deemed to have been received on the earlier of (i) actual receipt, (ii) the first business day following deposit with an overnight courier service which guarantees receipted delivery, or (iii) two days after deposit in the U.S. Mail. If an attempt to give notice by facsimile transmission fails because of any problem with the recipient's designated facsimile number or facsimile

equipment, such notice will nevertheless be considered to have been received at the time such transmission was attempted if it is also sent that day by guaranteed overnight delivery to the recipient for receipt on the following day.

If to the County:

Williamson County, Texas  
c/o County Judge John Doerfler  
710 Main Street  
Georgetown, Texas 78626

With a copy to:

Williamson County Attorney  
Eugene D. Taylor  
405 Martin Luther King, Box 7  
Georgetown, Texas 78626

If to Hall:

Mr. Gregory G. Hall  
213B West Eighth Street  
Georgetown, Texas 78626

With a copy to:

Mr. David P. Crist, Esq.  
The Law Offices of David P. Crist  
7200 MoPac Expressway N., Suite 440  
Austin, Texas 78731

7. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, and unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto relating to the purchase and sale of the Property and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

11. Time of the Essence. Time is of the essence in this Agreement.

12. Number/Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

13. Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Hall and the County, each of which has been represented by counsel of its own selection, and neither of which has acted under duress or compulsion whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the County and Hall hereby expressly waive and disclaim, in connection with the interpretation and construction of this Agreement, any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained herein shall be interpreted or construed against the parties whose attorneys prepared this Agreement or any earlier draft hereof.

14. Captions. The captions used in this contract are for reference only and shall not modify or affect this Agreement in any manner whatsoever.

15. Venue. The County and Hall hereby consent that venue of any action brought under this Agreement shall be in Williamson County, Texas provided, that venue of such action is legally proper in Williamson County, Texas.

16. Attorneys Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

17. Business Days. If any deadline, date or time for performance of any obligation hereunder falls on a Saturday, Sunday, legal holiday or day in which banks in Austin, Texas are closed for the normal conduct of business, then such deadline, date or time for performance shall be automatically extended to the first day which is not a Saturday, Sunday, legal holiday or day when banks in Austin, Texas are closed for the normal conduct of business.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

EXECUTED as of the date first above written.

GREGORY G. HALL

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its authorized County Judge, after motion and vote of its Commissioner's Court.

By: John C. Daerfler  
Name: John C. Daerfler  
Title: County Judge

## EXHIBIT "A"

**CRICHTON AND ASSOCIATES**  
**LAND SURVEYORS**  
 107 NORTH LAMPASAS  
 ROUND ROCK, TEXAS 78664  
 512-244-3395

**FIELD NOTES**

FIELD NOTES FOR 96.000 ACRES OUT OF THE L.J. DYCHES SURVEY ABSTRACT NO. 180 AND THE F. A. HUDSON SURVEY ABSTRACT NO. 296 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 175.52 ACRE TRACT RECORDED IN VOL. 1555 PG. 815 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS BASED ON PUBLIC RECORDS AS FOLLOWS:

BEGINNING at the intersection of the East R.O.W. of County Road 116 and the Southeast R.O.W. of Interstate Highway 35 at the most Easterly Northeast corner of said 175.52 acre tract for the most Easterly Northeast corner of this tract and the POINT OF BEGINNING.

THENCE N 18° 24' 05" E with the Southeast R.O.W. of Interstate Highway 35, 321.25 feet to a point for the most Northerly Northeast corner of this tract.

THENCE N 89° 46' 13" E through the interior of said 175.52 acre tract 1146.19 feet to the most Westerly corner of an 8.01 acre tract conveyed to Greg Hall in Doc. No. 9633166 of the Official Records of Williamson County, Texas.

THENCE with the South line of said 8.01 acre tract the following three (3) courses:

- 1) S 47° 25' 50" E, 225.00 feet to a point.
- 2) N 63° 34' 00" E, 265.01 feet to a point.
- 3) N 34° 13' 35" E, 601.54 feet to a point for the Northeast corner of this tract.

THENCE S 20° 53' 00" E through the interior of said 175.52 acre tract, 2142.96 feet to a point on the South line of said 175.52 acre tract, also being on the North line of a tract conveyed to Gregory Hall in Vol. 2651 Pg. 808 of the Official Records of Williamson County, Texas for the Southeast corner of this tract.

THENCE with the common line of said 175.52 acre tract and said tract recorded in Vol. 2651 Pg. 808 the following three (3) courses:

- 1) S 69° 07' 00" W, 261.63 feet to a point.
- 2) S 72° 00' 45" W, 183.57 feet to a point.
- 3) S 67° 23' 30" W, 450.21 feet to a point being the Northwest corner of said tract recorded in Vol. 2651 Pg. 808 and the Northeast corner of a tract conveyed to D. L. Groves in Vol. 1777 Pg. 386 of the Official Records of Williamson County, Texas.

THENCE S 69° 39' 05" W with the North line of said Groves tract, 321.15 feet to a point.

THENCE S 68° 19' 30" W, passing the North common corner of said Groves tract and a tract conveyed to Jeffrey S. Miller in Vol. 2190 Pg. 272 of the Official Records of Williamson County, Texas, in all a distance of 195.89 feet to a point.

THENCE S 69° 18' 55" W, 176.47 feet to the North common corner of said Miller tract and a tract conveyed to James Brock in Vol. 1803 Pg. 13 of the Official Records of Williamson County, Texas.

THENCE with the common line of this tract and said Brock tract the following two (2) courses:

- 1) S 68° 42' 30" W, 76.42 feet to a point.
- 2) S 69° 43' 20" W, 443.10 feet to the West common corner of this tract and said Brock tract said point also being on the East R.O.W. of County Road 116 for the Southwest corner of said 175.52 acre tract and this tract.

THENCE N 21° 37' 45" W with the East R.O.W. of County Road 116, 540.94 feet to the Southwest corner of a tract conveyed to Albert Grapski in Vol. 221 Pg. 718 of the Official Records of Williamson County, Texas.

THENCE with the South, East and North line of said Grapski tract the following three (3) courses:

- 1) N 68° 14' 30" E, 426.99 feet to a point.
- 2) N 21° 48' 40" W, 511.91 feet to a point.
- 3) S 68° 06' 45" W, 425.41 feet to a point being the Northwest corner of said Grapski tract, also being on the East R.O.W. of County Road 116.

THENCE with the East R.O.W. of County, Road 116 the following two (2) courses:

- 1) N 21° 30' 25" W, 568.41 feet to a point.
- 2) N 21° 32' 15" W, 509.24 feet to the POINT OF BEGINNING and containing 96.000 acres more or less.

ALONG WITH A 60 FOOT ACCESS EASEMENT OUT OF SAID 175.52 ACRE TRACT RECORDED IN VOL. 1555 PG. 815 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of said 175.52 acre tract, said point also being an ell corner of a tract conveyed to the Georgetown Railroad Equipment Company in Vol. 2356 Pg. 131 of the Official Records of Williamson County, Texas for the Northeast corner of this tract and the POINT OF BEGINNING.

THENCE with the common line of said 175.52 acre tract and said Georgetown Railroad Equipment Company tract the following three courses:

- 1) S 21° 11' 30" E, 490.61 feet to a point.
- 2) S 21° 11' 30" E, 23.20 feet to a point.



- 3) S 21° 18' 50" E 200.95 feet to a point for the Southeast corner of this tract.

THENCE S 68° 41' 10" W through the interior of said 175.52 acre tract, 626.49 feet to a point on the East line of the above described 96.000 acre tract for the Southwest corner of this tract.

THENCE N 20° 53' 00" W, with the East line of the above described 96.00 acre tract, 60.00 feet to a point on the South line of and 8.00 acre tract conveyed to Greg Hall in Doc. # 9633166 of the Official Records of Williamson County, Texas.

THENCE N 68° 41' 10" E through the interior of said 175.52 acre tract 566.49 feet to a point.

THENCE continuing through the interior of said 175.52 acre tract 60 east of and parallel to the East line of said 175.52 acre tract the following three (3) courses:

- 1) N 21° 18' 50" W, 141.01 feet to a point.
- 2) N 21° 11' 30" W, 23.26 feet to a point.
- 3) N 21° 11' 30" W, 503.51 feet to a point on the North line of said 175.52 acre tract, also being on the South line of said Georgetown Railroad Equipment Company tract for the Northwest corner of this tract.

THENCE N 80° 56' 35" E with the common line of said tracts, 61.37 feet to the POINT OF BEGINNING and containing 1.774 acres more or less.

I hereby certify that the foregoing field notes were prepared from public records and are true and correct to the best of my knowledge and belief.

Witness my hand and seal this the 16th day of January, 1997.

  
Herman Crichton, R.P.L.S. 4046

K:FN97-107



Hear comments from Commissioners.

Commissioner Boatright reported on the ATS meeting stating the frontage roads on Highway 183 from Hunters Chase up to Lake Stop Blvd. moved from 2000 to 1999 and the funding moved to Priority I which means it is funded. Now need to work on the main lanes.

Commissioner Hays said the county missed out on federal monies on transportation and endangered species because of several acts failing in the legislative sessions.

Commissioner Mehevec invited the commissioners to look at the lessees for the landfill.

COMMISSIONERS COURT ADJOURNED AT 12:40 P.M. ON TUESDAY, JULY 15, 1997.