

AGENDA ITEM # 13SEPTEMBER 7, 1999VOL.106, pg.282

Consider authorizing advertising and setting date to accept re-bids for Lake Creek Tributary project.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize County Engineer to re-advertise 10 o'clock a.m. October 26, 1999, to accept bids for Lake Creek Tributary project.

Vote: Motion carried 5 - 0

AGENDA ITEM # 14SEPTEMBER 7, 1999

Hold public hearing on resubdivision of Lots 49, 50 & 59, High River Ranch
Judge Doerfler opened the public hearing on resubdivision of Lots 49, 50 and 59 in private subdivision High River Ranch at 10:24 a.m. on Tuesday, September 7, 1999.

Commissioner Boatright advised some of the owners purchased property with fifty (50') foot equestrian easements who did not want a bridle path affecting their lot/s.

County Attorney Gene Taylor advised the equestrian easements were an amenity when the lots were purchased.

Judge Doerfler closed the public hearing on resubdivision of Lots 49, 50 & 59 in private subdivision High River Ranch at 10:29 a.m. on Tuesday, September 7, 1999.

AGENDA ITEM # 15SEPTEMBER 7, 1999VOL.106, pg.282

Consider approving final plat for Resubdivision of Lots 49, 50 & 59 in High River Ranch.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve extension of final plat of Resubdivision of Lots 49, 50 & 59 in High River Ranch.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 16SEPTEMBER 7, 1999

Discuss and take appropriate action on resolution for transfer of property to Texas Parks and Recreation foundation.

Attorney Tom Nielson discussed Commissioners Court instructions upon the purchase of the Mayfield tract to maximize opportunities to use acquisition funds as matching funds for Texas Parks and Wildlife grants. In order to comply with the wishes of the court the property should be held in trust by a non-profit corporation. The Texas Parks and Recreation foundation board agreed to have the property transferred into the foundation's name in trust for Williamson County.

The resolution is to authorize Judge Doerfler to enter into the various agreements with the foundation and execute the necessary documents for final acquisition of the property next week.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve resolution for transfer of property to Texas Parks and Recreation foundation and authorize Judge Doerfler to sign necessary documents with Texas Parks and Recreation foundation for final acquisition of the Mayfield tract.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

THE STATE OF TEXAS :
THE COUNTY OF WILLIAMSON : KNOW ALL MEN BY THESE PRESENTS
:

That on this, the 7th day of September, A.D. 1999, the Commissioners Court of Williamson County, Texas, met in duly called Session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge,
Mike Heiligenstein, Commissioner Precinct One,
Greg Boatright, Commissioner Precinct Two,
David Hays, Commissioner Precinct Three, and
Frankie Limmer, Commissioner Precinct Four;

and at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Williamson County is in the process of acquiring certain tracts of land to be utilized for park purposes; and,

WHEREAS, Williamson County desires, in the future, to apply for grants through the Texas Parks and Wildlife Department; and

WHEREAS, the Texas Parks and Recreation Foundation, a Texas non-profit corporation (the "Foundation") is dedicated solely to furthering the causes of public parks and recreation in the State of Texas; and

WHEREAS, the Foundation holds land for political subdivisions to aid in obtaining Texas Parks and Wildlife Department grants; and

NOW THEREFORE BE IT RESOLVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT

The County Judge request the Texas Parks and Recreation Foundation to act as its agent in the transfer of that certain parkland, as set forth in Exhibit "A", attached hereto, and further that the County Judge be authorized to execute any documentation and agreements necessary to effectuate said acquisition and transfer.

The foregoing Resolution was duly moved by Commissioner Hays and seconded by Commissioner Boatright, and was then adopted by a vote of 4 voting for and 0 voting against. County Judge John C. Doerfler was duly authorized to sign said Resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

John C. Doerfler 9-7-99
JOHN C. DOERFLER, County Judge

ATTEST:

Nancy E. Rister
County Clerk

EXHIBIT A

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All that certain tract or parcel of land situated in Williamson County, Texas, out of the Anastasia Carr Survey, Abstract No. 122 and the John Anderson Survey, Abstract No. 16 and consisting of the following tracts: (1) 118 acres as described in a Deed granted to Perry O. Mayfield, dated April 17, 1945 and recorded in Volume 327, Page 247, Deed Williamson County, (2) 248.69 acres as described in a Deed granted to Perry O. Mayfield, dated February 20, 1959 and recorded in Volume 428, Page 436 of said deed records, (3) a portion of 511 acres described in a Deed granted to Perry O. Mayfield, dated February 20, 1931 and recorded in Volume 258, Page 578 of said deed records, (4) a portion of 100 acres described in a Deed granted to Perry O. Mayfield, dated March 5, 1946 and recorded in Volume 334, Page 90 of said deed records and further described by metes and bounds:

BEGINNING at an iron pin found in the East margin of County Road 175, also known as Sam Bass Road, for the Northwest corner of that tract described as 132 acres in a Warranty Deed granted to Tom E. Nelson, Jr., dated June 28, 1985 and recorded in Volume 1235, Page 611, Official Records, Williamson County, and the Southwest corner of the remainder of said Mayfield (3) tract and this tract;

THENCE: along the East margin of said County Road 175 in the following courses:

- (1) N 16°47'37" W 379.16 feet to a ½" iron pin set at a wire fence post,
- (2) N 17°43'34" W 122.41 feet to a ½" iron pin set at a wire fence post,
- (3) N 27°41'50" W 86.96 feet to a ¼" iron pin set at a wire fence post,
- (4) N 31°33'46" W, at approximately 179.82 feet passing the South line of Mayfield (4) tract, in all 256.47 feet to a ½" iron pin set at a wire fence post,
- (5) N 26°14'28" W 76.59 feet to a ½" iron pin set at a wire fence post,
- (6) N 25°29'29" W 1186.45 feet to a ½" iron pin set at a fence corner post for the Southwest

corner of that tract described as 0.78 acres in a Warranty Deed granted to Charles Brown, et ux, dated May 5, 1976 and recorded in Volume 634, Page 735 of said deed records and the most Westerly corner of this tract;

THENCE: along a chain link fence with the South line of said Brown tract N 72°07'44" E 353.46 feet to an iron pin found for the Southeast corner of said Brown tract and an inside ell corner of this tract and continuing with said chain link fence and the East line of said Brown tract N 20°43'17" W 94.72 feet to a ½" iron pin set at a wire fence corner post in the South line of that tract described as 28.280 acres and granted to Peggy Simpson in a Partition Deed dated April 11, 1994 and recorded in Volume 2542, Page 838 of said official records, and the North line of said Mayfield (4) tract, for the Northeast corner of said Brown tract and an ell corner of this tract;

THENCE: along a wire fence with the South line of said Simpson tract and the North line of said Mayfield (4) tract in the following courses;

- (1) N 72°37'32" E 245.30 feet to an iron pin found at a 20" post oak,
- (2) N 72°06'39" E 532.13 feet to an iron pin found at a wire fence post,
- (3) N 72°03'51" E 591.09 feet to an iron pin found at a wire fence corner post for the Southeast corner of said Simpson tract and the Southwest corner of said Mayfield (1) tract and an inside ell corner of this tract;

THENCE: along a wire fence with the East line of said Simpson tract and the West line of said Mayfield (1) tract in the following courses:

- (1) N 17°24'13" W 700.07 feet to an iron pin found at a wire fence post for the Northeast corner of said Simpson tract and the Southeast corner of that tract described as 107.162 acres and granted to Curtis C. Borho in a Partition Deed dated April 11, 1994 and recorded in Volume 2542, Page 0838 of said Official Records, and continuing with the East line of said Borho tract,
- (2) N 17°25'27" W 54.74 feet to an iron pin found a wire fence post,
- (3) N 17°28'26" W 665.01 feet to an iron pin found at a 10" cedar post,
- (4) N 18°01'50" W 629.82 feet to an iron pin found at a 27" cedar,
- (5) N 17°56'01" W 400.40 feet to an iron pin found at an 18" cedar,
- (6) N 17°43'38" W 388.69 feet an iron pin found at a wire fence corner in the South line of that tract described as 229.556 acres in a Warranty Deed granted to Elmer L. McLester, Trustee, dated July 20, 1978 and recorded in Volume 721, Page 243 of said deed records for the Northeast corner of said Borho tract, and the Northwest corner of said Mayfield (1) tract and this tract;

EXHIBIT A

THENCE: with the West line of said Lot 57, Whitetail subdivision and the East line of said Mayfield (1) tract in the following courses:

- (1) S 19°24'05" E 365.55 feet along an old post line to a 60d nail found in a 16" elm,
- (2) S 9°03'25" E 75.15 feet continuing along a wire fence to an iron pin found at a 18" live oak,
- (3) S 15°57'40" E 101.21 feet to an iron pin found at a 10" cedar,
- (4) S 10°04'46" E 139.11 feet to an iron pin found at a twin forked 15" post oak,
- (5) S 20°25'38" E 288.03 feet to an iron pin found at a wire fence corner for the Southwest corner of said Lot 57 and the Northwest corner of said Mayfield (2) tract and an inside ell corner of this tract;

THENCE: along a wire fence with the South line of Lot 57, Whitetail subdivision, and the North line of said Mayfield (2) tract in the following courses;

- (1) N 70°32'19" E 494.99 feet to an iron pin found at the intersection of a wire fence,
- (2) N 70°54'05" E 470.09 feet to an iron pin found at the intersection of a wire fence for the Southeast corner of said Lot 57 and the Southwest corner of Lot 43A, Resubdivision of Lot 43, Whitetail, a subdivision recorded in Cabinet K, Slide 236 of said plat records, and continuing with the South line of said Resubdivision of Lot 43, Whitetail,
- (3) N 70°49'58" E 243.61 feet to an iron pin found for the Southeast corner of Lot 43A and the Southwest corner of Lot 43B, said Resubdivision of Lot 43, Whitetail,
- (4) N 72°22'55" E 242.19 feet to an iron pin found for the Southeast corner of Lot 43B and the Southwest corner of Lot 43C, said Resubdivision of Lot 43, Whitetail,
- (5) N 73°10'59" E 243.99 feet to an iron pin found for the Southeast corner of Lot 43C and the Southwest corner of Lot 43D, said Resubdivision of Lot 43, Whitetail,
- (6) N 73°52'59" E 79.02 feet to an iron pin found,
- (7) N 73°43'22" E 158.31 feet to an iron pin found for the Southeast corner of Lot 43D, said Resubdivision of Lot 43, Whitetail, and the Southwest corner of Lot of Lot 42, said Whitetail subdivision and continuing with the South line of said Lot 42,
- (8) N 73°17'33" E 241.58 feet to an iron pin found,
- (9) N 75°36'48" E 267.80 feet to an iron pin found,
- (10) N 75°46'27" E 334.31 feet to a 20d nail found in a 20" live oak,
- (11) N 81°36'53" E 237.08 feet to an iron pin found a wire fence corner for the Southeast corner

of said Lot 42, the Northwest corner of that tract described as 345.79 acres in a Warranty Deed, dated May 5, 1978 and recorded in Volume 713, Page 413 of said deed records and the Northeast corner of said Mayfield (2) tract and this tract;

THENCE: along a wire fence, the West line of said Brushy Creek Reserve Properties tract and the East line of said Mayfield (2) tract in the following courses:

- (1) S 15°56'17" E 1467.09 feet to a ½" iron pin set at a wire fence post,
- (2) S 16°10'54" E 831.18 feet to a ½" iron pin set at a wire fence post,
- (3) S 15°33'03" E 801.31 feet to a ½" iron pin set at a wire fence corner post for the Southeast corner of said Mayfield (2) tract and the Southeast corner of said Anastasha Carr Survey, as described in said Mayfield (2) deed, and the Northeast corner of said Mayfield (3) tract, and continuing with the East line of said Mayfield (3) tract,
- (4) S 14°14'24" E 765.67 feet to an iron pin found for the Northeast corner of said Nelson tract and the Southeast corner of the remainder of said Mayfield (3) tract and this tract;

EXHIBIT A

THENCE: along a wire fence with the South line of said McLester tract and the North line of said Mayfield (1) tract as fenced in the following courses:

- (1) N 73°49'06" E 710.36 feet to an iron pin found in a wire fence post,
- (2) N 72°11'26" E 634.50 feet to an iron pin found at a wire fence corner post for the Southeast corner of said McLester tract and the Southwest corner of Lot 58, Whitetail, a subdivision recorded in Cabinet C, Slide 116, Plat Records, Williamson County and continuing with the South line of said Lot 58,
- (3) N 84°31'55" E 136.54 feet to a ½" iron pin set at a 10" cedar,
- (4) N 69°35'04" E 97.86 feet to an iron pin found in a 24" post oak,
- (5) N 64°16'47" E 302.96 feet to an iron pin found at an old fence post, the end of said wire fence

for the Northwest corner of Lot 57, said Whitetail subdivision, the Northeast corner of said Mayfield (1) tract and the most Northerly corner of this tract;

THENCE: S 71°00'10" W 6209.11 feet with the North line of said Nelson tract, the basis for the bearings cited herein, to the point of Beginning and containing 558.26 acres of land, of which approximately 449.03 acres are out of the Anastasha Carr Survey, Abstract 122 and 109.23 acres are out of the John Anderson Survey, Abstract No. 16.

**AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS
AND THE TEXAS PARKS AND RECREATION FOUNDATION**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This agreement is made on the 7th day of August, 1999, by and between the County of Williamson, Texas ("County") and the Texas Parks and Recreation Foundation, a Texas non-profit corporation ("Foundation").

The County has requested and PERRY O. MAYFIELD AND THE ESTATE OF VIVIAN L. MAYFIELD have agreed to convey by Warranty Deed the following described real property, which is located within said County, to the Foundation, in trust, for the County, in order that the Foundation may hold title to said property while the County makes a grant request to the Texas Parks and Wildlife Department:

All of that certain 558.26 acre (more or less) tract of land out the ANASTASHA CARR SURVEY, ABSTRACT NO. 122, AND THE JOHN ANDERSON SURVEY, ABSTRACT NO. 16, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto.

By Resolution No. 99-6, dated August 27, 1999, the Board of Directors of the Foundation resolved to accept conveyance of title in the Property and to hold it in trust for future use by the County.

During the time the Foundation holds the Property in trust for the County, the County wishes to use the Property for public park, public recreation or public street right-of-way only; however, the County may survey, conduct field inspections, clear underbrush, conduct testing, soil boring and the other actions with respect to the Property which are deemed necessary by the County to properly use the Property for the stated purposes. This usage for park purposes shall be beneficial to the Texas Parks and Recreation Foundation in that additional parkland shall be made available for the public's use, which is a goal of the Foundation.

The Foundation further agrees that upon completion of the grant process described above and upon written request by the County, it shall convey the Property by Special Warranty Deed to the County in the form attached hereto as Exhibit "B".

The Foundation hereby agrees to lease the Property to the County during the period in which the Property is held in trust for the County, pursuant to a Lease of Real Property to be executed concurrently with the conveyance of the Property from to the Foundation, a copy of which lease is attached hereto as Exhibit "C".

For and in consideration of this agreement, the County agrees to: (1) use the property for public park, public recreation or public street right-of-way purposes during the trust term; (2) reimburse the Foundation for any city, school or county taxes or flood control district assessments which may be levied against the Property during the trust term; (3) maintain the Property in a manner which is consistent with the ordinances of the County and the requirements of any other governmental agency having jurisdiction over the Property; (4) name the Board of Directors of the Foundation as insured on the County's insurance policy or purchase a \$1,000,000.00 liability insurance policy naming the Foundation and its Board of Directors as insureds; (5) reimburse the Foundation for any expenses incurred in holding the Property in trust for the County; and (6) indemnify the Foundation against any expenses incurred as a result of Federal, State, County and County environmental or regulatory requirements.

This agreement may be terminated by either party upon thirty (30) days written notice at which time the Property shall be conveyed to the County by Special Warranty Deed in the form attached hereto as Exhibit "B".

SIGNED this 7th day of August, 1999.

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler 9-7-99
John Doerfler, County Judge

TEXAS PARKS AND RECREATION
FOUNDATION

By: [Signature]
Its: AL JOHNSON, Treasurer

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BEGINNING at an iron pin found in the East margin of County Road 175, also known as Sam Bass Road, for the Northwest corner of that tract described as 132 acres in a Warranty Deed granted to Tom E. Nelson, Jr., dated June 28, 1985 and recorded in Volume 1235, Page 611, Official Records, Williamson County, and the Southwest corner of the remainder of said Mayfield (3) tract and this tract;

THENCE: along the East margin of said County Road 175 in the following courses:

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- (6) N 25°29'29" W 1186.45 feet to a ½" iron pin set at a fence corner post for the Southwest corner of that tract described as 0.78 acres in a Warranty Deed granted to Charles Brown, et ux, dated May 5, 1976 and recorded in Volume 634, Page 735 of said deed records and the most Westerly corner of this tract;

THENCE: along a chain link fence with the South line of said Brown tract N 72°07'44" E 353.46 feet to an iron pin found for the Southeast corner of said Brown tract and an inside ell corner of this tract and continuing with said chain link fence and the East line of said Brown tract N 20°43'17" W 94.72 feet to a ½" iron pin set at a wire fence corner post in the South line of that tract described as 28.280 acres and granted to Peggy Simpson in a Partition Deed dated April 11, 1994 and recorded in Volume 2542, Page 838 of said official records, and the North line of said Mayfield (4) tract, for the Northeast corner of said Brown tract and an ell corner of this tract;

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THENCE: along a wire fence with the East line of said Simpson tract and the West line of said Mayfield (1) tract in the following courses:

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- (3) N 17°28'26" W 665.01 feet to an iron pin found at a 10" cedar post,
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- (5) S 20°25'38" E 288.03 feet to an iron pin found at a wire fence corner for the Southwest corner of said Lot 57 and the Northwest corner of said Mayfield (2) tract and an inside ell corner of this tract;

THENCE: along a wire fence with the South line of Lot 57, Whitetail subdivision, and the North line of said Mayfield (2) tract in the following courses;

- (1) N 70°32'19" E 494.99 feet to an iron pin found at the intersection of a wire fence,
- (2) N 70°54'05" E 470.09 feet to an iron pin found at the intersection of a wire fence for the Southeast corner of said Lot 57 and the Southwest corner of Lot 43A, Resubdivision of Lot 43, Whitetail, a subdivision recorded in Cabinet K, Slide 236 of said plat records, and continuing with the South line of said Resubdivision of Lot 43, Whitetail,
- (3) N 70°49'58" E 243.61 feet to an iron pin found for the Southeast corner of Lot 43A and the Southwest corner of Lot 43B, said Resubdivision of Lot 43, Whitetail,
- (4) N 72°22'55" E 242.19 feet to an iron pin found for the Southeast corner of Lot 43B and the Southwest corner of Lot 43C, said Resubdivision of Lot 43, Whitetail,
- (5) N 73°10'59" E 243.99 feet to an iron pin found for the Southeast corner of Lot 43C and the Southwest corner of Lot 43D, said Resubdivision of Lot 43, Whitetail,
- (6) N 73°52'59" E 79.02 feet to an iron pin found,
- (7) N 73°43'22" E 158.31 feet to an iron pin found for the Southeast corner of Lot 43D, said Resubdivision of Lot 43, Whitetail, and the Southwest corner of Lot of Lot 42, said Whitetail subdivision and continuing with the South line of said Lot 42,
- (8) N 73°17'33" E 241.58 feet to an iron pin found,
- (9) N 75°36'48" E 267.80 feet to an iron pin found,
- (10) N 75°46'27" E 334.31 feet to a 20d nail found in a 20" live oak,
- (11) N 81°36'53" E 237.08 feet to an iron pin found a wire fence corner for the Southeast corner of said Lot 42, the Northwest corner of that tract described as 345.79 acres in a Warranty Deed, dated May 5, 1978 and recorded in Volume 713, Page 413 of said deed records and the Northeast corner of said Mayfield (2) tract and this tract;

THENCE: along a wire fence, the West line of said Brushy Creek Reserve Properties tract and the East line of said Mayfield (2) tract in the following courses:

- (1) S 15°56'17" E 1467.09 feet to a ½" iron pin set at a wire fence post,
- (2) S 16°10'54" E 831.18 feet to a ½" iron pin set at a wire fence post,
- (3) S 15°33'03" E 801.31 feet to a ½" iron pin set at a wire fence corner post for the Southeast corner of said Mayfield (2) tract and the Southeast corner of said Anastasha Carr Survey, as described in said Mayfield (2) deed, and the Northeast corner of said Mayfield (3) tract, and continuing with the East line of said Mayfield (3) tract,
- (4) S 14°14'24" E 765.67 feet to an iron pin found for the Northeast corner of said Nelson tract and the Southeast corner of the remainder of said Mayfield (3) tract and this tract;

EXHIBIT A

THENCE: along a wire fence with the South line of said McLester tract and the North line of said Mayfield (1) tract as fenced in the following courses:

- (1) N 73°49'06" E 710.36 feet to an iron pin found in a wire fence post,
- (2) N 72°11'26" E 634.50 feet to an iron pin found at a wire fence corner post for the Southeast corner of said McLester tract and the Southwest corner of Lot 58, Whitetail, a subdivision recorded in Cabinet C, Slide 116, Plat Records, Williamson County and continuing with the South line of said Lot 58,
- (3) N 84°31'55" E 136.54 feet to a ½" iron pin set at a 10" cedar,
- (4) N 69°35'04" E 97.86 feet to an iron pin found in a 24" post oak,
- (5) N 64°16'47" E 302.96 feet to an iron pin found at an old fence post, the end of said wire fence for the Northwest corner of Lot 57, said Whitetail subdivision, the Northeast corner of said Mayfield (1) tract and the most Northerly corner of this tract;

THENCE: S 71°00'10" W 6209.11 feet with the North line of said Nelson tract, the basis for the bearings cited herein, to the point of Beginning and containing 558.26 acres of land, of which approximately 449.03 acres are out of the Anastasia Carr Survey, Abstract 122 and 109.23 acres are out of the John Anderson Survey, Abstract No. 16.

EXHIBIT "B"

[FORM OF DEED CONVEYING PROPERTY FROM TEXAS PARKS & RECREATION
FOUNDATION TO THE WILLIAMSON COUNTY]

SPECIAL WARRANTY DEED

DATE: _____

GRANTOR: TEXAS PARKS AND RECREATION FOUNDATION, a Texas non-profit
corporation

GRANTOR'S MAILING ADDRESS (including County):

~~Texas Parks and Recreation Foundation
c/o Mr. John Hamilton
Texas General Land Office
1700 N. Congress Ave., Room 620
Austin, Travis County, Texas 78701-1495~~

Texas Parks and Recreation Foundation
c/o Mr. Al Johnson, Treasurer
Richardson Parks & Recreation Dept.
411 W. Arapaho Rd. #208, 75080 (physical address)
PO Box 830309, 75083-0309 (mailing address)
Richardson, Texas

GRANTEE: WILLIAMSON COUNTY, TEXAS

GRANTEE'S MAILING ADDRESS (including County):

County of Williamson
County Judge
710 Main Street, #210
Georgetown, Williamson County, Texas 78627

CONSIDERATION: \$10.00 and any other good and valuable consideration.

PROPERTY (including any improvements):

All of that certain 558.26 acre (more or less) tract of land out the ANASTASHA CARR
SURVEY, ABSTRACT NO. 122, AND THE JOHN ANDERSON SURVEY, ABSTRACT NO.
16, in Williamson County, Texas, and being more particularly described by metes and bounds in
Exhibit "A", attached hereto.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to any and all easements, restrictions,
covenants and conditions of record or visible or apparent on the above property which affect the

above property or the use thereof.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S administrators, successors or assigns, forever. GRANTOR binds GRANTOR AND GRANTOR'S administrators, successors or assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same of any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under GRANTOR, but not otherwise. Except for the warranty of title set forth above, GRANTOR expressly disclaims all warranties of any nature, kind or character whatsoever, express or implied, regarding the physical and environmental condition of the property or the improvement on the property, including, without limitation, any warranties of habitability, merchantability or fitness for a particular purpose, and GRANTEE accepts such property and improvements as an "as is where is" condition, with all faults.

TEXAS PARKS AND RECREATION
FOUNDATION, a Texas non-profit corporation

By: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of ____, 1999, by _____, a person known to me, in his capacity as _____, of the Texas Parks and Recreation Foundation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

LEASE OF REAL PROPERTY

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS LEASE is made on this 7th day of August, 1999, by and between the COUNTY OF WILLIAMSON, TEXAS (hereinafter referred to as "County") and the TEXAS PARKS AND RECREATION FOUNDATION, a Texas non-profit corporation (hereinafter referred to as "Foundation"). The parties for and in consideration of the agreements set forth herein to be kept and performed by them, respectively, have agreed to and do hereby agree as follows:

A. LEASE AGREEMENT. Foundation has leased and by these presents does lease unto County the following property, to wit:

All of that certain 558.26 acre (more or less) tract of land out the ANASTASHA CARR SURVEY, ABSTRACT NO. 122, AND THE JOHN ANDERSON SURVEY, ABSTRACT NO. 16, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto.

B. TERM OF LEASE. The initial term of the Lease shall be for a period of five (5) years, with an option to renew the lease upon the mutual consent of the parties. A party may exercise this renewal option by giving written notice to the other at least sixty (60) days prior to the expiration of the initial lease term.

C. CONSIDERATION. County agrees to (1) use the property for public park, public recreation or street right-of-way purposes during the trust term; (2) reimburse the Foundation for any city, school, or county taxes or flood control district assessments which may be levied against the property; (3) maintain the property in a manner which is consistent with the ordinances of the County and the requirements of any other governmental agency having jurisdiction over the property; (4) name the Board of Directors of the Texas Parks and Recreation Foundation as insured on the County's insurance policy or purchase a \$1,000,000 liability policy naming the Foundation and its Board of Directors as the insured; (5) reimburse the Foundation for any expenses incurred in holding the property for the County; and (6) indemnify the Foundation against any expenses incurred as a result of Federal, State, City and County environmental or other regulatory requirements.

D. ORDINANCES. This Lease Agreement is hereby made subject to the limitations, conditions, and provisions of any ordinance of the County now or hereinafter enforced relating to the rights of County.

E. IMPROVEMENTS. All additions, extensions, alterations, improvements, repairs and restoration to and of said premises, now or hereafter made by County, and the plans, construction, and workmanship therefor, shall be in accordance with the laws, ordinances, and building rules and regulations applicable thereto, as well as all requirements of any underwriters or board of insurance rating body necessary and proper to make the leased premises a first class risk of its kind.

Prior to the performance of any of such work, County shall promptly pay all labor, material, architect services, and superintendents employed in the performance of said work and shall indemnify and save said premises harmless against any penalty, claim, loss, damage, cost, attorney's fees, expenses, and mechanics or other liens arising out of the performance of the work or out of any accident or other occurrence connected therewith.

County shall not, in connection with said work or for any other purpose whatsoever, create any lien upon the premises or upon any additions, extensions, alterations, or improvements thereto or thereon or in any way encumber the same or Foundation's title thereto.

F. CONDITION AND MAINTENANCE OF PREMISES. Foundation shall hold the leased property in trust as future parkland for the County. County has inspected the premises and accepts the premises in their current condition. County will bring any structure located thereon up to code within twenty-four (24) months from the execution of this Lease Agreement. Foundation will, at no time during the term hereof, be at any expense or have any duty whatsoever with regard to any existing structure or with regard to any maintenance of or repairs to the premises whether currently existing or not.

In the use, maintenance, repair, and policing of said premises adjoining public areas and places, County shall not act to disturb or offend any adjacent property owner.

G. NOTICES. Notices to the parties herein may be served by mailing a certified copy, return receipt requested, to the following addresses:

Texas Parks and Recreation Foundation
Al Johnson
P.O. Box 830309
Richardson, Texas 75083-4542

County of Williamson
County Judge John Doerfler
P.O. Box 409
Georgetown, Texas 78627

Either party may from time to time, upon written notice to the other party, change the address to which notices by mail shall be sent.

SIGNED this the 7th day of August, 1999.

COUNTY OF WILLIAMSON, TEXAS

John C. Doerfler 8-7-99
JOHN DOERFLER, County Judge

TEXAS PARKS AND RECREATION
FOUNDATION, a Texas non-profit
corporation:

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of August, 1999, by JOHN DOERFLER, County Judge of Williamson County, on behalf of said county.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 1999, by _____, a person known to me, in his capacity as _____, of the Texas Parks and Recreation Foundation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

AGENDA ITEM # 17SEPTEMBER 7, 1999

Consider approving request from Sheriff's Department to charge a \$10.00 fee for "outside" attendees at any of their training classes.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To approve request from Sheriff's Department to charge a \$10.00 fee for "outside" attendees at any of their training classes - Williamson County Constable not considered "outside".

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 18SEPTEMBER 7, 1999

Hold public hearing on Resubdivision of Lot 47, Whitetail Subdivision.

Judge Doerfler did not open the public hearing on resubdivision of Lot 47, Whitetail Subdivision because the public hearing was not advertised.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize re-advertising 10 o'clock a.m. on October 19, 1999, to hold public hearing on Resubdivision of Lot 47, Whitetail Subdivision.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 19SEPTEMBER 7, 1999

Consider approving a final plat of Resubdivision of Lot 47, Whitetail Subdivision.

No action was taken on this agenda item.

AGENDA ITEM # 20SEPTEMBER 7, 1999

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Discuss and take appropriate action on engineering charges on Coupland Sewer project.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To approve payment of \$13,744.39 to Hearn Engineering for Coupland Sewer project.

Vote: Motion carried 3 - 0 with Commissioners Heiligenstein and Hays absent from the dais.

COMMISSIONERS COURT RECESSED AT 10:40 A.M. ON TUESDAY, SEPTEMBER 7, 1999.

COMMISSIONERS COURT RECONVENED AT 10:50 A.M. ON TUESDAY, SEPTEMBER 7, 1999.

AGENDA ITEM # 21SEPTEMBER 7, 1999

Open and consider awarding, rejecting or extending bids for sale of Juvenile Academy property.

At 10:51 a.m. Judge Doerfler announced time to receive proposals for sale Juvenile Academy property.

At 10:52 a.m. Judge Doerfler announced time closed to receive proposals for sale Juvenile Academy property.

Proposals were received from:

91

\$1,150,000.00 Tract 1 Centres Southwest

\$1,050,000.00 Tracts 1 & 2 Weston Companies

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 10:53 A.M. TUESDAY, SEPTEMBER 7, 1999.