

AGENDA ITEM 41

Discuss and take any appropriate action on pending litigation: Homer Wright v. Williamson Co. Jail, et al.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To retain Dietz & Associates.

Vote: 4 - 0

AGENDA ITEM 42

Discuss and take appropriate action on pending litigation: Germaine Mineconzo v. Wells Fargo Home Mortgage, Inc., David Blakely, Judge Patricia Ott, and Constable Gary Griffin.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To retain Dietz & Associates.

Vote: 4 - 0

AGENDA ITEM 43

Discuss and take any appropriate action on agreement regarding exchange of Candle Factory land.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the agreement and authorize Judge Doerfler to sign it.

Vote: 4 - 0

< Attachment >

(9) *Longhorn Title Co., Inc.***GEORGETOWN/HALL ROADWAY
IMPROVEMENT AGREEMENT****STATE OF TEXAS**

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COUNTY OF WILLIAMSON

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This agreement is made and entered into by and between Gregory G. Hall ("Hall") and Williamson County Texas (the "County") hereinafter collectively referred to as the "Parties" for the purposes and considerations stated herein.

WHEREAS, the County is the owner of 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, Hall is the owner of a tract of land consisting of approximately 106 acres (the "Hall Tract") which lies adjacent to the County Tract and is graphically depicted on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes; and

WHEREAS, the Parties entered into an Agreement to Exchange Land dated March 22, 2000 pursuant to which Agreement Hall is required to provide the County financial assurance that construction of the Internal Roadway will be promptly commenced and completed with all reasonable diligence at no cost to the County; and

WHEREAS, the Parties have agreed to the final configuration of the Exchange Tracts such that the County will convey all of its 96 acres to Hall and Hall will then convey _____ acres to County in two tracts; Tract 1 consisting of 94.1189 acres of land (the "County Exchange Property") and Tract 2 consisting of 7.2510 acres of land to be dedicated as right-of-way for the Internal Roadway; and

WHEREAS, the County accepts the dedication of all Tract 2 as public right-of-way by street deed; and

WHEREAS, Hall desires to improve access to the Property he will retain after conveyance to Williamson County of Tract 1 and Tract 2 described above (hereinafter referred to as the "Hall Remainder Property") and the County Exchange Property by construction of the Internal Roadway as a four lane road connecting the Georgetown Inter Loop with IH-35 East frontage road in the approximate location indicated on Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, Hall will submitted construction plans for the construction of the Internal Roadway for County approval; and

WHEREAS, Hall intends to divide the Hall Property pursuant to the Texas Local Government Code once public road access via the Internal Roadway has been established;

NOW THEREFORE, in consideration of these premises and the premises contained herein, the Parties agree as follows:

1. Pursuant to Section 232.0015 of the Texas Local Government Code, County hereby approves the division of the tracts of real property described in the Agreement to Exchange Land into the Hall Remainder Tract, the County Exchange Tract and Right-of-Way Tract with the understanding that such action does not constitute a division of property requiring a subdivision plat.
2. County shall permit the construction of the Internal Roadway over and across the Right-of-Way Tract from the Georgetown Inter Loop to the IH-35 East frontage road to improve area access for existing residences and businesses, emergency service providers, future County development, and future Hall development as contemplated by Williamson County Development District No. 1.
3. Hall agrees to post, under a County approved form of fiscal security, the amount necessary as determined by the Executive Manager of the County's Road Department in the sum total amount of \$1,000,000.00, to secure completion of the Internal Roadway and the revegetation of the right-of-way of the Internal Roadway in the event that construction is not completed. The Fiscal Security shall allow for partial draws and reductions in the outstanding amount of the credit instrument as construction proceeds.
4. Hall agrees to complete the construction of the above described Internal Roadway in accordance with County approved plans, which meet County Standards for the construction of streets and drainage within 360 days of the effective date of this Agreement.
5. The County will inspect, approve, and accept for maintenance the construction of the Internal Roadway within the Right-of-Way Tract which have been constructed in accordance with County Standards for the Construction of Streets and Drainage. Hall agrees to post, at the time of acceptance of such improvements for County maintenance and under a County approved form, fiscal security, bond or other form of warranty customarily required by the County on subdivision projects to secure the one-year construction performance period on the construction of Internal Roadway.
6. It shall be Hall's responsibility to obtain any and all required permits for the construction of the improvements in the Right-of-Way Tract for the Internal Roadway from all applicable jurisdictions, including, but not limited to a Williamson County Development Permit and a Williamson County Driveway Permit.

7. It is agreed that Hall is an independent entity and is not an agent, contractor or representative of the County. The County and its officers, employees and successors and assigns will not be liable or responsible for and shall be held harmless by Hall from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of Hall under the terms of this Agreement.

MISCELLANEOUS

- A. Beneficiaries. This Agreement will be binding upon and enure to the benefit of the Parties and their successors and assigns, provided however, that the rights, duties and responsibilities of Hall may be assigned only with consent of the County which will not be unreasonably withheld or unduly delayed.
- B. Amendment to Agreement. Any revision, modification or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portions of the Hall Property. No official, agent or employee of the County has any right, either express or implied, to amend or modify this Agreement except pursuant to such express authority as may be delegated by the Commissioner's Court.
- C. Jurisdiction. In the event of any annexation of Hall Remainder Property by a municipality, the Municipality will succeed to the rights and duties of the County as set forth herein.
- D. Entire Agreement. This is the Entire Agreement between the Parties with respect to the subject matter hereof. Any notices hereunder will be in writing and address the respected Party at the address below for such Party, by (i) personal delivery, (ii) U.S. Mail Certified or Registered, return receipt requested, postage paid, or (iii) by Federal Express or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner herein above described will be effective on the earlier of the date of actual receipt or three days after the date of such receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

HALL:

Mr. Gregory G. Hall
805-B Main Street
Georgetown, Texas 78626

Copy to:

Terrence L. Irion
Attorney at Law
3660 Stone Ridge Road, Suite B-102
Austin, Texas 78746

COUNTY:

Williamson County, Texas
c/o Judge John Doerfler
710 Main Street, No. 201
Georgetown, Texas 78626

Copy to:

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

The parties may from time to time change their address by written notice to the other Party.

- E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas as it concerns real property located in Williamson County and is wholly performable in Williamson County, Texas.
- F. Severability. If any other provisions of this Agreement are held by any Court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- G. Number and Gender. All terms for words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed to include any other number or gender as the context may require.

SIGNED:


 Gregory G. Hall

Date: March 22, 2001

WILLIAMSON COUNTY, TEXAS

By: 
 John C. Doerfler, County Judge

Date: March 22, 2001

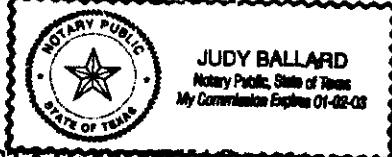
ACKNOWLEDGMENTS


STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22nd day of March, 2001, by Gregory G. Hall.



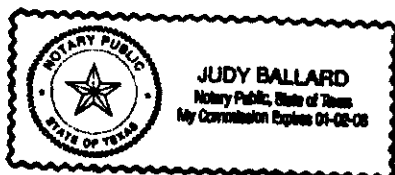

 Notary Public, in and for
 The State of Texas

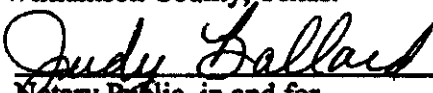
STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22 day of March, 2001, John C. Doerfler, County Judge on behalf of Williamson County, Texas.




 Notary Public, in and for
 The State of Texas

AFTER RECORDING RETURN TO:
WILLIAMSON COUNTY, TEXAS
ATTN: Honorable Judge
John Doe
GEORGETOWN, TEXAS 78626

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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.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

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' 38" 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.

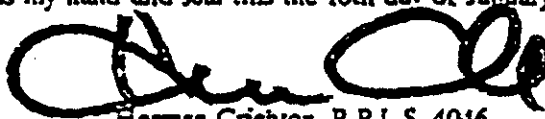
THENCE continuing through the interior of said 175.52 acre tract 60 east of and parallel to the East line of said 175.52 acre tract the following three (3) courses:

- 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:FM97-107



Exhibit
4B

RECORDERS MEMORANDUM

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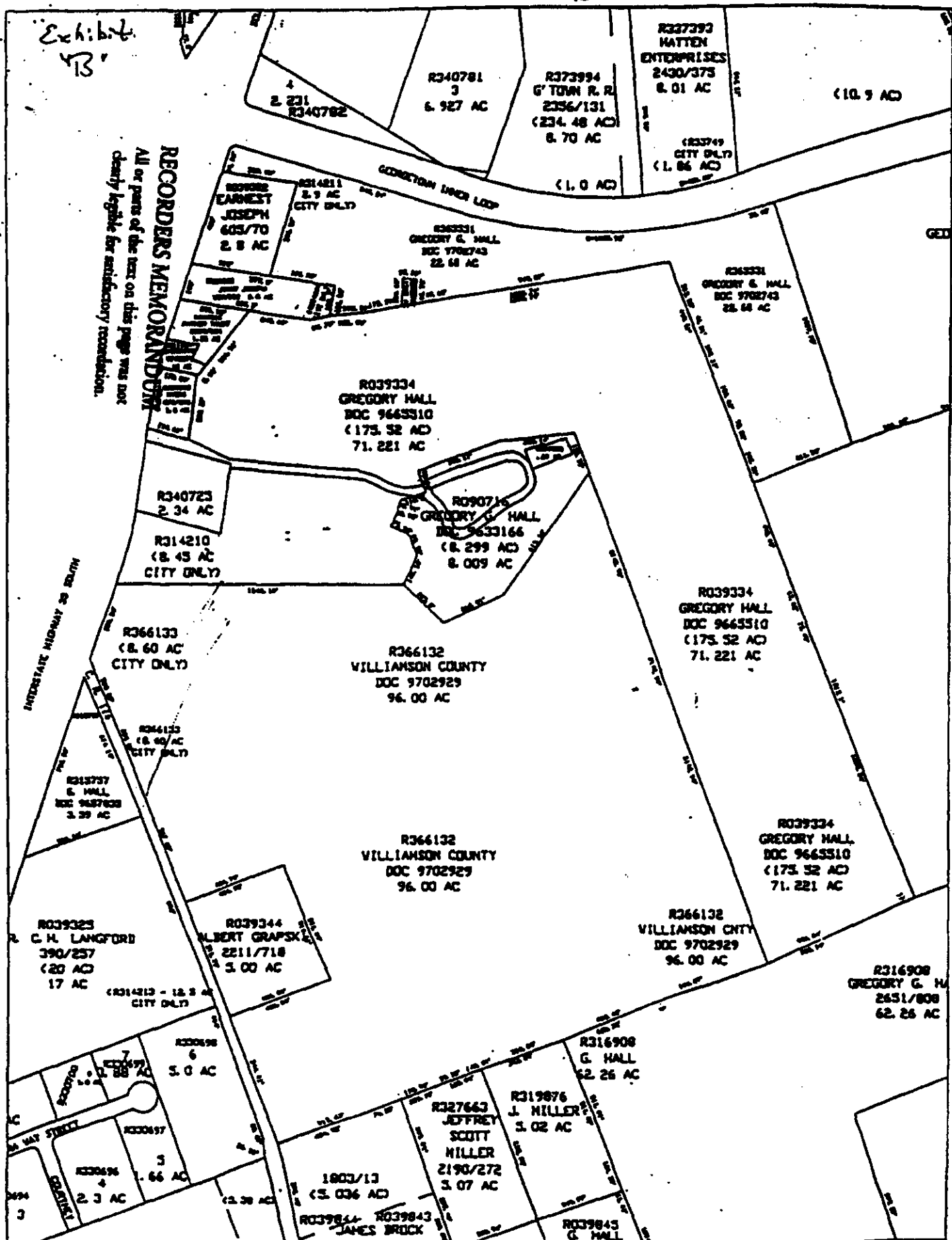
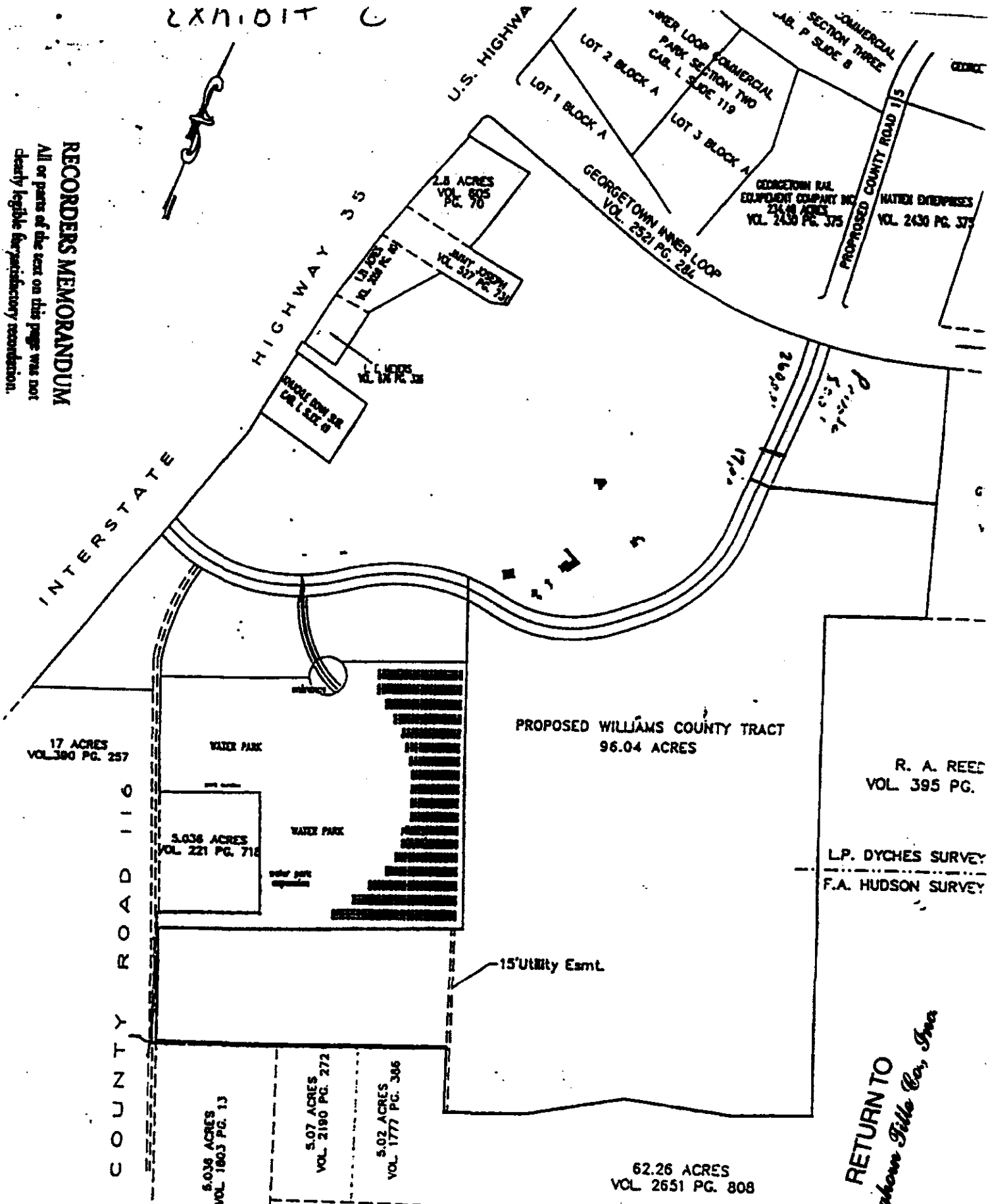


EXHIBIT C

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.



SKETCH TO ACCOMPANY
FIELD NOTES FOR 102.2350 ACRES OUT OF THE LEWIS J. DYCHES
SURVEY ABSTRACT NO. 180 AND THE F.A. HUDSON SURVEY

RETURN TO
Langham Title Co., Inc.

03/13/2001

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Page 233

Nancy E. Rister

04-02-2001 03:08 PM 2001021475
ANDERSON \$31.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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AGENDA ITEM 44

Comments from Commissioners.

Commissioner Heiligenstein discussed current state proposals on lateral road and bridge funds that could significantly increase funds for Williamson County. He also inquired about EMS Director John Sneed's letter to the local cities regarding speed bumps, and asked for a meeting with the Road & Bridge department about street problems in Teravista.

Judge Doerfler announced that Charley Skaggs wanted to notify the court about the groundbreaking for the Juvenile Facility on the 27th of March 2001 at 12:00 p.m.

COMMISSIONERS' COURT ADJOURNED AT 11:35 A.M. ON TUESDAY, March 13, 2001.