

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:35 P.M. ON TUESDAY, APRIL 17, 2001

AGENDA ITEM 39

Discuss real estate/parkland acquisitions: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

No action was taken in Executive Session.

AGENDA ITEM 40

Discuss right of way acquisition for Parmer Lane: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

No action was taken in Executive Session.

AGENDA ITEM 41

Discuss personnel: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.074 pertaining personnel

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 1:24 P.M. ON TUESDAY, APRIL 17, 2001.

AGENDA ITEM 42

Discuss and take any appropriate action on real estate/parkland acquisitions.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To accept the 5-acre donation for parkland from Schwertner Farms, Inc., along with \$200.00 per month from Schwertner State Bank for maintenance, and to approve up to \$250,000.00 for development of the parkland.

Vote: **3 - 0** with Commissioner Heiligenstein and Commissioner Hays absent from the dais.

< Attachment >

Schwertner Farms, Inc.
P. O. Box 1
Schwertner, Texas 76573
(254) 527-3342

April 3, 2001

The Honorable Frank Limmer
County Commissioner, Precinct 4
Williamson County
412 Vance Street, Suite 213
Taylor, Texas 76574

Dear Commissioner Limmer:

I am pleased to inform you that Schwertner Farms, Inc., is willing to donate approximately five acres to Williamson County for park land.

There is only one stipulation on our donation of the land and that is for Williamson County to contribute at least \$250,000.00 for development of the park land specifically for a new community center, etc. The land that we have chosen to donate is located at the Southeast corner of FM 487 and FM 1105 in Schwertner, Texas.

Schwertner State Bank is willing to commit up to \$200.00 per month, as part of our community reinvestment. This would be used to cover maintenance and utility costs.

*approved 4-17-01
John C. Daehler*

As I explained to you on the phone, our community is in desperate need of an EMS station. We have a major dilemma due to lack of EMS service. Our company employees over 100 people; the majority of them are handling cattle, which has the potential of being extremely dangerous. Will-O-Bell Nursing home in Bartlett has a great need for EMS services also. Timing is everything. Receiving emergency medical service can often mean the difference between life and death for the people in our community. Schwertner would be the perfect location for an EMS station because it could serve three communities, Jarrell, Schwertner and Bartlett for the price of one.

Thanks in advance for your careful consideration. Please give me a call if you have any questions regarding this project.

Sincerely,



Jim Schwertner
President / CEO

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize settlement on the Montgomery tract and to authorize the County Judge to sign the contract.

Vote: **3 - 0** with Commissioner Heiligenstein and Commissioner Hays absent from the dais.

< Attachment >

WILLIAMSON COUNTY PURCHASE CONTRACT**THE STATE OF TEXAS §****COUNTY OF WILLIAMSON §**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for a good and valuable consideration, the receipt of which is hereby acknowledged, agrees to grant, sell and convey the real property herein described to Williamson County, herein called the County, a political subdivision of the State of Texas, or its assigns, and the County agrees to purchase the following described real property for the consideration and subject to the terms herein stated:

All that certain property consisting of 0.1353 acres of land situated at 410 Rock Street, County of Georgetown, Williamson County, Texas, and more fully described in EXHIBIT "A".

CONSIDERATION: The County shall pay \$112,000 for the fee simple title to such real property and for which no liens or encumbrances, expressed or implied, including current taxes, will be retained. The sales price includes the earnest money and shall be payable in full in cash at closing.

Owner agrees to convey to the County fee simple rights to the above-described property for the consideration herein stated.

The sum of \$10,000 as Earnest Money shall be tendered to Austin Title Company (sometimes hereinafter referred to as "Title Company" or "Escrow Agent"), as escrow agent. The Escrow Agent shall deposit such money in trust for the parties to this contract, in an interest-bearing account with a financial institution whose deposits are federally insured. All accrued interest shall become part of the Earnest Money and shall be payable to the party entitled to the Earnest Money under the terms of this contract. Earnest Money is deposited with the Escrow Agent with the understanding that Escrow Agent (1) does not assume or have any liability for performance or nonperformance of any party, and (2) has the right to require the receipt, release and authorization in writing of all parties to this contract before paying the deposit to any party.

Owner shall remove all personal property from the property prior to close and, at Owner's option, may remove any real property improvements from the property. Removal of any such property, whether real or personal, shall be at Owner's expense and no change in the consideration recited herein shall be due. Owner further waives any and all claims for relocation expenses to which it may be entitled by law.

Owner at closing shall deliver to the County a duly executed and acknowledged General Warranty Deed in substantially the form and substance as set out in EXHIBIT "B" attached hereto and incorporated herein.

Owner and the County will finalize the transaction by closing on or before sixty (60) days after the effective date of this Purchase Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the County.

Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a release of lien covering the property hereinabove described on or before the closing.

Owner hereby agrees to comply with the terms of this contract, and agrees that the fee simple rights to the above-described property shall be effective at the time of closing.

The County agrees to prepare the closing instruments for conveyance of the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The County agrees to pay to Owner, upon delivery of the properly executed General Warranty Deed instrument, the above-stated amounts for the interests Owner is conveying.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and The County hereto with respect to said matter.

Owner and the County agree that the General Warranty Deed is being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

Date: 5-8-01

BUYER: COUNTY OF WILLIAMSON

By: John C. Doerfler
John C. Doerfler
Williamson County Judge

Date: 5/8/01

SELLER: Rodney Montgomery

By: Rodney Montgomery

Date: 5/8/01

Jane Montgomery
By: Jane Montgomery

EXHIBIT "B"

GENERAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____

GRANTOR:

GRANTOR'S MAILING ADDRESS:

GRANTEE:

GRANTEE'S MAILING ADDRESS:

PROPERTY (including improvements):

All that certain .1353 acres of property more fully described in EXHIBIT "A" and all improvements located thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

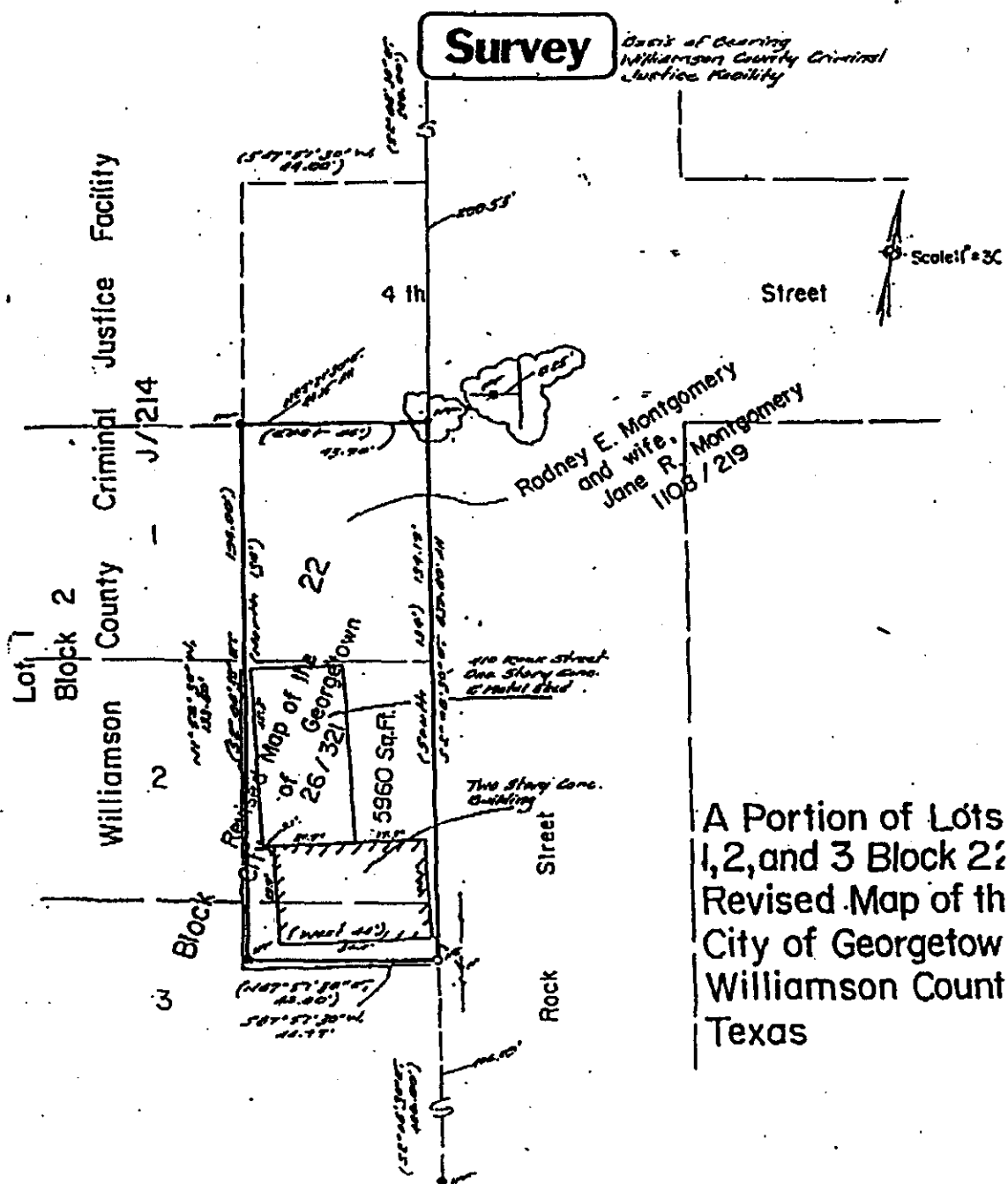
1. See EXHIBIT "B" attached hereto and incorporated herein.

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 anywise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty expressly stated herein.

When the context requires, singular nouns and pronouns include the plural.

Grantor has caused this instrument to be executed on this the ____ day of _____, 2001.

GRANTOR:



I, Don H. Bizzell, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE DAY OF November, 2000. THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF

IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR Williamson County, Texas, Community No. 10471, EFFECTIVE DATE OF June 17, 1971, AND THAT MAP INDICATES THAT THE PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL 002300 OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THE FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MANMADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



Stager & Bizzell Engineering, Inc.
Professional Engineers
1070 South Austin Avenue
Georgetown, Texas 77626
Telephone: 767-1200
Telex: 767-1200

JOB NO. 19602

EXHIBIT

A

AGENDA ITEM 43

Discuss and take appropriate action on right of way acquisition for Parmer Lane.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the contract with Roland Krienke and Kevin Sasser for right-of-way acquisition for Parmer Lane.

Vote: **3 - 0** with Commissioner Heiligenstein and Commissioner Hays absent from the dais.

< Attachment >