

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 >

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** KEVEN SASSER and LINDA SASSER (Seller) agrees to sell and convey to WILLIAMSON COUNTY (Buyer) and Buyer agrees to buy from Seller the property described below.
2. **PROPERTY:** 4.065 acres, or as described on attached Exhibit "A" (the Property). The Property is not subject to mandatory membership in an owners' association. The TREC Addendum For Property Subject To Mandatory Membership In An Owners' Association is not attached.

NOTICE TO BUYER: If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

3. CONTRACT SALES PRICE:

- | | | |
|----|--|---|
| A. | Cash portion of Sales Price
payable by Buyer at closing | <u>\$ 54,877.50</u> |
| | | <u>\$88,029.00</u> as remainder
damage |
| B. | Sales Price (Sum of A and B) | <u>\$ 142,906.50</u> |

4. FINANCING:

- | | |
|----|--|
| A. | THIRD PARTY FINANCING:

Not applicable |
| B. | SELLER FINANCING: Not Applicable |

- C. ASSUMPTION: Not Applicable
 - D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING: None Required
5. **EARNEST MONEY:** Buyer shall deposit \$ 100.00 as Earnest Money with Austin Title at Round Rock, Texas, as Escrow Agent, upon execution of this contract by both parties. If Buyer fails to deposit the Earnest Money as required by this contract, Buyer will be in default.
6. **TITLE POLICY AND SURVEY:**
- A. TITLE POLICY: Buyer responsibility
 - B. SURVEY: Buyer responsibility

Buyer will have 21 days after the receipt of the latter of the Commitment or survey to object in writing to matters disclosed in the Commitment or survey. Buyer's failure to object under Paragraph 6 within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment will not be deemed to have been waived. Seller shall cure the timely objections of Buyer or any third party lender within 20 days from the date Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer elects to waive the objections.

NOTICE TO SELLER AND BUYER:

- (1) Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) If the property abuts the tidally influenced waters of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by TREC or required by the parties should be used.

- (4) Buyer is advised that the presence of wetlands, toxic substances including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum either promulgated by TREC or required by the parties should be used.
- (5) If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) Unless expressly prohibited in writing by the parties, Seller may continue to show the Property for sale and to receive, negotiate and accept back up offers.

7. PROPERTY CONDITION:

A. **INSPECTIONS, ACCESS AND UTILITIES:** Buyer may have the property inspected by an inspector selected by Buyer, licensed by TREC or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, repairs and treatment and for reinspection after repairs and treatment have been completed. Seller shall pay for turning on utilities for inspection and reinspection.

B. **ACCEPTANCE OF PROPERTY CONDITION**

In addition to any earnest money deposited with escrow agent, Buyer has paid Seller \$100.00 (the "Option Fee") for the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. If Buyer does not give notice of termination within the time specified, Buyer will be deemed to have accepted the Property in its current condition and the Option Fee will be credited to the Sales Price at closing.

- 8. **BROKER'S REPRESENTATION AND FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
- 9. **CLOSING:** The closing of the sale will be on or before June 31, 2001, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (the Closing Date). If financing or assumption approval has been obtained pursuant to Paragraph 4, the Closing Date will be extended up to 15 days if

necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained in Paragraph 15. At closing Seller shall furnish tax statements or certificates showing no delinquent taxes, and a general warranty deed conveying good and indefeasible title showing no additional exceptions to those permitted in Paragraph 6.

10. **POSSESSION:** Seller shall deliver possession of the Property to Buyer at closing and funding.

11. **SPECIAL PROVISIONS:**

- A. Seller and Buyer acknowledge that this conveyance is expressly contingent upon Williamson County issuing General Obligation bonds as approved by the voters in November, 2000.
- B. Seller desires access points to their property, the location of said access points to be determined upon mutual agreement by the parties at a later date.

12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:

1. Appraisal fees will be paid by Buyer.
2. Seller's Expenses: Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses stipulated to be paid by Seller under other provisions of this contract.
3. Buyer's Expenses: Loan application, origination and commitment fees; loan assumption costs; preparation and recording of deed of trust to secure assumption; lender required expenses incident to new loans, including preparation of loan documents, recording fees, tax service and research fees, warehouse or underwriting fees, copies of restrictions and easements, amortization schedule, premiums for mortgagee title policies and endorsements required by lender, credit reports, photos; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; interest on all monthly installment payment notes from date of disbursements to one (1) month prior to dates of first monthly payments; customary Program Loan costs for Buyer; one-half of escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. In no event will Buyer pay charges and fees expressly prohibited by governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the Earnest Money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the Earnest Money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the Earnest Money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and

receive the Earnest Money, thereby releasing both parties from this contract.

16. **DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.
17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
18. **ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent is not (a) a party to this contract and does not have any liability for the performance or non-performance of any party to this contract, (b) liable for interest on the Earnest Money and (c) liable for any loss of earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
20. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of

specified amounts is received in the transaction.

21. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part for this contract are (list): Agreement for Mediation
22. **CONSULT YOUR ATTORNEY:** This is intended to be legally binding. **READ IT CAREFULLY.** If you do not understand the effect of this contract, consult your attorney **BEFORE** signing.

BUYER'S ATTORNEY AND ADDRESS:

Charles Crossfield
309 East Main
Round Rock, Texas 78664

SELLER'S ATTORNEY AND ADDRESS:

23. **NOTICES:** All notices from one party to the other party must be in writing and are effective when mailed to, or hand delivered at, or transmitted by facsimile machine as follows:

EXECUTED in multiple originals on _____, (THE EFFECTIVE DATE.)

BUYER

WILLIAMSON COUNTY

BY: John C. Davenport 4-17-01

ITS: County Judge

SELLER

KEVEN SASSER

LINDA SASSER

RECEIPT

Receipt of [] Contract and [] \$100.00 Earnest Money in the form of _____
___ is acknowledged.

Date: _____, 2000.

Escrow Agent

BY: _____

ESCROW AGENT'S ADDRESS: _____

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

RIGHT-OF-WAY
PARCEL "B"

FIELD NOTES FOR A 0.054 ACRE TRACT OUT OF THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO KEVEN SASSER AND LINDA SASSER, TRUSTEES FOR THE KEVEN AND LINDA SASSER LIVING TRUST (CALLED 30.079 ACRES) AS RECORDED IN VOLUME 2638, PAGE 231 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 0.054 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning for reference at a 1/2" iron rod found on the northwest corner of said Sasser tract of land, same being a point in the southerly boundary line of that tract of land conveyed to Theophil R. Krienke, Jr. and wife Sharon R. Krienke, called Tract I (149.95 acres) as recorded in Volume 483, Page 475 of the Deed Records of said County, thence with the common boundary line of said Sasser tract and Krienke tract, N 64° 36' 14" E for a distance of 515.29 feet to a 1/2" iron rod set (capped by Diamond Surveying) for the northwest corner and POINT OF BEGINNING hereof;

THENCE with the said common boundary line of the Sasser tract and the Krienke tract, the following two (2) courses and distances:

1. N 64° 36' 14" E for a distance of 56.78 feet to a 1/2" iron rod found on an interior well corner in the said common boundary line, for the northeast corner hereof;
2. S 20° 48' 17" E for a distance of 82.49 feet to a 1/2" iron rod set (capped by Diamond Surveying), for the southeast corner hereof;

THENCE departing the said common boundary line, through the interior of said Sasser tract, N 56° 47' 11" W for a distance of 96.33 feet to the POINT OF BEGINNING hereof and containing 0.054 acres of land, more or less.

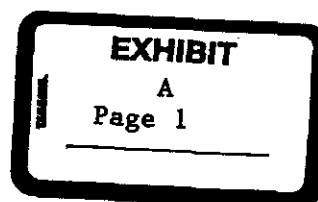
I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief.


Shane Shafer, R.P.L.S. #5281

2/24/01
Date



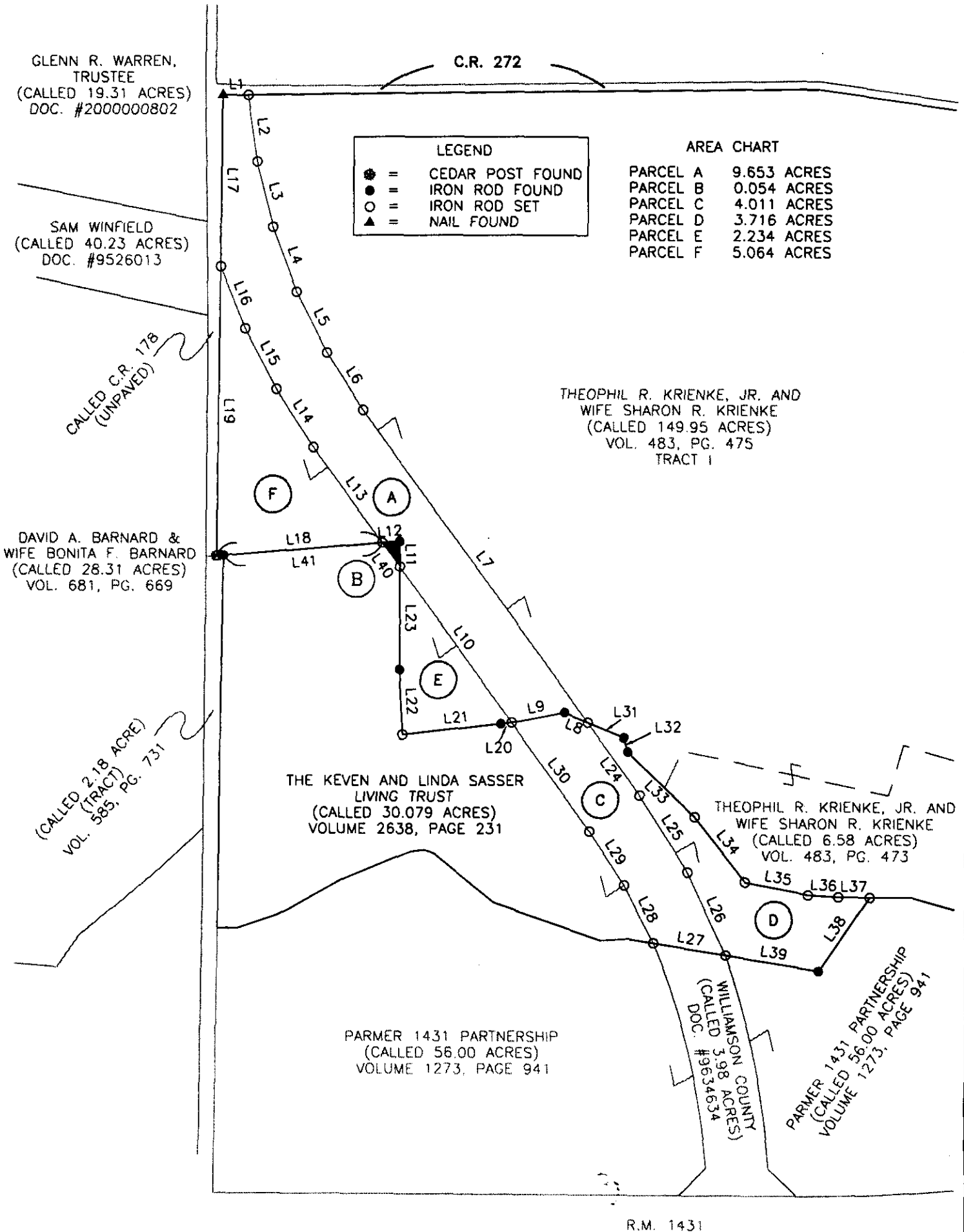
◇ DIAMOND SURVEYING, INC.
1915 S. AUSTIN AVE., SUITE 111, GEORGETOWN, TEXAS 78626 (512) 931-3100



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR PARCEL B

BEING A 0.054-ACRE TRACT OF LAND OUT OF THE W. ANDERSON SURVEY,
ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION
OF THE 30.079-ACRE TRACT CONVEYED TO THE KEVEN AND LINDA SASSER
LIVING TRUST AS DESCRIBED IN VOLUME 2638, PAGE 231 OF THE OFFICIAL
RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 400'



DIAMOND SURVEYING

1915 S. AUSTIN AVE, SUITE 111
GEORGETOWN, TEXAS 78626
(512) 931-3100

EXHIBIT

A
Page 2

FM 734 - PARKER LANE

Parcel B
Page 1 of 2

NUM	DISTANCE	BEARING
L1	82.08'	N68°40'17"E
L2	217.46'	S28°16'32"E
L3	220.00'	S34°35'55"E
L4	220.00'	S40°57'30"E
L5	220.00'	S47°19'06"E
L6	217.53'	S53°38'32"E
L7	1241.49'	S56°47'11"E
L8	81.80'	N88°06'21"W
L9	174.35'	S58°37'37"W
L10	619.61'	N56°47'11"W
L11	82.49'	N20°48'17"W
L12	56.78'	S64°36'14"W
L13	380.85'	N56°47'11"W
L14	220.00'	N53°53'53"W
L15	220.00'	N48°07'18"W
L16	213.77'	N42°25'36"W
L17	553.73'	N20°05'20"W
L18	536.95'	N64°36'14"E
L19	929.75'	N20°05'20"W
L20	5.13'	N58°37'37"E
L21	350.44'	N63°09'18"E
L22	207.62'	S23°42'10"E
L23	331.85'	S20°48'17"E
L24	286.18'	S56°47'11"E
L25	293.32'	S52°56'03"E
L26	293.32'	S45°13'47"E
L27	235.45'	S78°48'01"W
L28	207.88'	N47°48'14"W
L29	206.80'	N53°47'51"W
L30	430.88'	N56°47'11"W
L31	126.97'	S88°06'21"E
L32	46.63'	S37°26'10"E
L33	300.24'	S66°54'33"E
L34	264.47'	S58°22'33"E
L35	207.08'	N80°25'27"E
L36	97.28'	N73°10'27"E
L37	101.90'	N69°40'27"E
L38	289.95'	S13°53'59"W
L39	303.90'	S78°48'01"W
L40	96.33'	N56°47'11"W
L41	515.29'	N64°36'14"E

Bearing Basis: NAD-83 Texas Central Zone 4203 State Plane Coordinates.

This survey has been prepared without the benefit of title report.

Easements which may affect this tract are not shown or addressed as a part of this survey.

The undersigned does hereby certify that the plot shown represents the results of a survey on the ground under my supervision.

Shane Shafer 2/26/01
Shane Shafer, R.P.L.S. # 5281 Date



DIAMOND SURVEYING

1915 S. AUSTIN AVE., SUITE 111
GEORGETOWN, TEXAS 78626
(512) 931-3100

EXHIBIT

A
Page 3

Parcel B
Page 2 of 2

**RIGHT-OF-WAY
PARCEL "C"**

FIELD NOTES FOR A 4.011 ACRE TRACT OUT OF THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO KEVEN SASSER AND LINDA SASSER, TRUSTEES FOR THE KEVEN AND LINDA SASSER LIVING TRUST (CALLED 30.079 ACRES) AS RECORDED IN VOLUME 2638, PAGE 231 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 4.011 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning for reference at a 1/2" iron rod found on the northwest corner of said Sasser tract of land, same being a point in the southerly boundary line of that tract of land conveyed to Theophil R. Krienke, Jr. and wife Sharon R. Krienke, called Tract I (149.95 acres) as recorded in Volume 483, Page 475 of the Deed Records of said County, thence with the common boundary line of said Sasser tract and Krienke tract the following five (5) courses and distances:

1. N 64° 36' 14" E for a distance of 572.07 feet to a 1/2" iron rod found;
2. S 20° 48' 17" E for a distance of 414.34 feet to a 1/2" iron rod found;
3. S 23° 42' 10" E for a distance of 207.62 feet to a 1/2" iron rod set (capped by Diamond Surveying);
4. N 63° 09' 18" E for a distance of 350.44 feet to a 1/2" iron rod found;
5. N 58° 37' 37" E for a distance of 5.13 feet to a 1/2" iron rod set (capped by Diamond Surveying), for the northwest corner and POINT OF BEGINNING hereof;

THENCE continuing with the said common boundary line of the Sasser tract and the Krienke tract, the following two (2) courses and distances:

1. N 58° 37' 37" E for a distance of 174.35 feet to a 1/2" iron rod found;
2. S 88° 06' 21" E for a distance of 81.80 feet to a 1/2" iron rod set (capped by Diamond Surveying);

THENCE departing the said common boundary line of the Sasser tract and Krienke tract, through the interior of said Sasser tract, the following three (3) courses and distances:

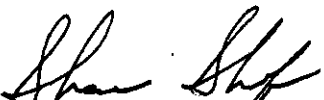
1. S 56° 47' 11" E for a distance of 286.18 feet to a 1/2" iron rod set (capped by Diamond Surveying);
2. S 52° 56' 03" E for a distance of 293.32 feet to a 1/2" iron rod set (capped by Diamond Surveying);
3. S 45° 13' 47" E for a distance of 293.32 feet to a 1/2" iron rod set (capped by Diamond Surveying) on a point in the southerly boundary line of said Sasser tract, same being a point in the northerly boundary line of that tract of land conveyed to Parmer 1431 Partnership as recorded in Volume 1273, Page 941 of Official Records of said County, for the southeast corner hereof;

THENCE in part with the common boundary line of said Sasser tract and said Parmer 1431 Partnership tract and in part with the common boundary line of said Sasser tract and that tract of land conveyed to Williamson County as recorded in Document 9634634 of the said Official Records, S 78° 48' 01" W for a distance of 235.45 feet to a 1/2" iron rod set (capped by Diamond Surveying), for the southwest corner hereof;

THENCE departing the said common boundary line of the Sasser tract and the Williamson County tract, through the interior of said Sasser tract, the following three (3) courses and distances:

1. N 47° 48' 14" W for a distance of 207.88 feet to a 1/2" iron rod set (capped by Diamond Surveying);
2. N 53° 47' 51" W for a distance of 206.80 feet to a 1/2" iron rod set (capped by Diamond Surveying);
3. N 56° 47' 11" W for a distance of 430.88 feet to the POINT OF BEGINNING hereof and containing 4.011 acres of land, more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief.


Shane Shafer, R.P.L.S. #5281

2/26/01
Date

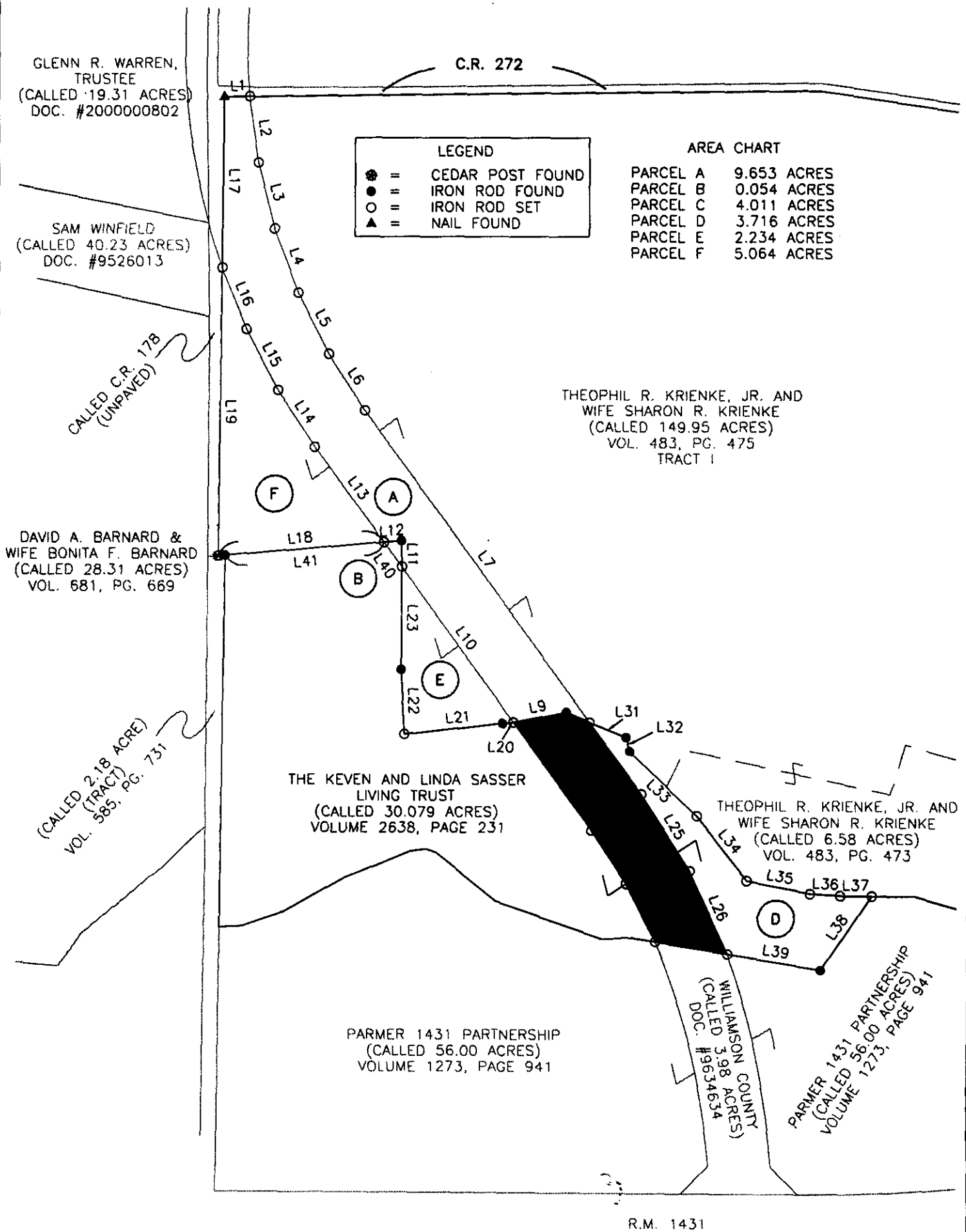


◇ DIAMOND SURVEYING, INC.
1915 S. AUSTIN AVE., SUITE 111, GEORGETOWN, TEXAS 78626 (512) 931-3100

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR PARCEL C

BEING A 4.011-ACRE TRACT OF LAND OUT OF THE W. ANDERSON SURVEY,
ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION
OF THE 30.079-ACRE TRACT CONVEYED TO THE KEVEN AND LINDA SASSER
LIVING TRUST AS DESCRIBED IN VOLUME 2638, PAGE 231 OF THE OFFICIAL
RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 400'



DIAMOND SURVEYING

1915 S. AUSTIN AVE., SUITE 111
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EXHIBIT

A
Page 6

FM 734 - PARTNER LANE

Parcel C
Page 1 of 2

NUM	DISTANCE	BEARING
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L2	217.46'	S28°16'32"E
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L4	220.00'	S40°57'30"E
L5	220.00'	S47°19'06"E
L6	217.53'	S53°38'32"E
L7	1241.49'	S56°47'11"E
L8	81.80'	N88°06'21"W
L9	174.35'	S58°37'37"W
L10	619.61'	N56°47'11"W
L11	82.49'	N20°48'17"W
L12	56.78'	S64°36'14"W
L13	380.85'	N56°47'11"W
L14	220.00'	N53°53'53"W
L15	220.00'	N48°07'18"W
L16	213.77'	N42°25'36"W
L17	553.73'	N20°05'20"W
L18	536.95'	N64°36'14"E
L19	929.75'	N20°05'20"W
L20	5.13'	N58°37'37"E
L21	350.44'	N63°09'18"E
L22	207.62'	S23°42'10"E
L23	331.85'	S20°48'17"E
L24	286.18'	S56°47'11"E
L25	293.32'	S52°56'03"E
L26	293.32'	S45°13'47"E
L27	235.45'	S78°48'01"W
L28	207.88'	N47°48'14"W
L29	206.80'	N53°47'51"W
L30	430.88'	N56°47'11"W
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L33	300.24'	S66°54'33"E
L34	264.47'	S58°22'33"E
L35	207.08'	N80°25'27"E
L36	97.28'	N73°10'27"E
L37	101.90'	N69°40'27"E
L38	289.95'	S13°53'59"W
L39	303.90'	S78°48'01"W
L40	96.33'	N56°47'11"W
L41	515.29'	N64°36'14"E

Bearing Basis: NAD-83 Texas Central Zone 4203 State Plane Coordinates.

This survey has been prepared without the benefit of title report.

Easements which may affect this tract are not shown or addressed as a part of this survey.

The undersigned does hereby certify that the plat shown represents the results of a survey on the ground under my supervision.

Shane Shafer

Shane Shafer, R.P.L.S. # 5281

2/26/01
Date



DIAMOND SURVEYING

1915 S. AUSTIN AVE., SUITE 111
GEORGETOWN, TEXAS 78626
(512) 931-3100

EXHIBIT

A
Page 7

Parcel C
Page 2 of 2

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** THEOPHIL R. KRIENKE and SHARON R. KRIENKE (Seller) agrees to sell and convey to WILLIAMSON COUNTY (Buyer) and Buyer agrees to buy from Seller the property described below.
2. **PROPERTY:** 9.653 acres, or as described on attached Exhibit "A" (the Property). The Property is not subject to mandatory membership in an owners' association. The TREC Addendum For Property Subject To Mandatory Membership In An Owners' Association is not attached.

NOTICE TO BUYER: If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

3. CONTRACT SALES PRICE:

- | | | |
|----|--|---------------------|
| A. | Cash portion of Sales Price
payable by Buyer at closing | <u>\$ 96,530.00</u> |
| | | |
| B. | Sales Price (Sum of A and B) | <u>\$ 96,530.00</u> |

4. FINANCING:

- | | | |
|----|--|----------------|
| A. | THIRD PARTY FINANCING: | Not applicable |
| B. | SELLER FINANCING: | Not Applicable |
| C. | ASSUMPTION: | Not Applicable |
| D. | CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING: | None |

Required

5. **EARNEST MONEY:** Buyer shall deposit \$ 100.00 as Earnest Money with Austin Title at Round Rock, Texas, as Escrow Agent, upon execution of this contract by both parties. If Buyer fails to deposit the Earnest Money as required by this contract, Buyer will be in default.
6. **TITLE POLICY AND SURVEY:**
 - A. **TITLE POLICY:** Buyer responsibility
 - B. **SURVEY:** Buyer responsibility

Buyer will have 21 days after the receipt of the latter of the Commitment or survey to object in writing to matters disclosed in the Commitment or survey. Buyer's failure to object under Paragraph 6 within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment will not be deemed to have been waived. Seller shall cure the timely objections of Buyer or any third party lender within 20 days from the date Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer elects to waive the objections.

NOTICE TO SELLER AND BUYER:

- (1) Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) If the property abuts the tidally influenced waters of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by TREC or required by the parties should be used.
- (4) Buyer is advised that the presence of wetlands, toxic substances including asbestos and wastes or other environmental hazards or the presence of a threatened or

endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum either promulgated by TREC or required by the parties should be used.

- (5) If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) Unless expressly prohibited in writing by the parties, Seller may continue to show the Property for sale and to receive, negotiate and accept back up offers.

7. PROPERTY CONDITION:

A. **INSPECTIONS, ACCESS AND UTILITIES:** Buyer may have the property inspected by an inspector selected by Buyer, licensed by TREC or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, repairs and treatment and for reinspection after repairs and treatment have been completed. Seller shall pay for turning on utilities for inspection and reinspection.

B. **ACCEPTANCE OF PROPERTY CONDITION**

In addition to any earnest money deposited with escrow agent, Buyer has paid Seller \$100.00 (the "Option Fee") for the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. If Buyer does not give notice of termination within the time specified, Buyer will be deemed to have accepted the Property in its current condition and the Option Fee will be credited to the Sales Price at closing.

- 8. **BROKER'S REPRESENTATION AND FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
- 9. **CLOSING:** The closing of the sale will be on or before June 31, 2001, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (the Closing Date). If financing or assumption approval has been obtained pursuant to Paragraph 4, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close

this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained in Paragraph 15. At closing Seller shall furnish tax statements or certificates showing no delinquent taxes, and a general warranty deed conveying good and indefeasible title showing no additional exceptions to those permitted in Paragraph 6.

10. **POSSESSION:** Seller shall deliver possession of the Property to Buyer at closing and funding.

11. **SPECIAL PROVISIONS:**

- A. Seller and Buyer acknowledge that this conveyance is expressly contingent upon Williamson County issuing General Obligation bonds as approved by the voters in November, 2000.
- B. Seller desires access points to their property, the location of said access points to be determined upon mutual agreement by the parties at a later date.
- C. Buyer will replace existing fence solely at County's expense.
- D. Seller will be allowed to continue to cut ^{timber} ~~cedar~~ ^{JRNY} on the Property until notified by Buyer to discontinue.

12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
1. Appraisal fees will be paid by Buyer.
 2. Seller's Expenses: Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; and other expenses stipulated to be paid by Seller under other provisions of this contract.
 3. Buyer's Expenses: Loan application, origination and commitment fees; loan assumption costs; preparation and recording of deed of trust to secure assumption; lender required expenses incident to new loans, including preparation of loan documents, recording fees, tax service and research fees, warehouse or underwriting fees, copies of restrictions and easements, amortization schedule, premiums for mortgagee title policies and endorsements required by lender, credit reports, photos; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; interest on all monthly installment payment notes from date of disbursements to one (1) month prior to dates of first monthly payments; customary Program Loan costs for Buyer; one-half of

escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. In no event will Buyer pay charges and fees expressly prohibited by governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the Earnest Money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the Earnest Money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy

and receive the Earnest Money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the Earnest Money, thereby releasing both parties from this contract.

16. **DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.
17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
18. **ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent is not (a) a party to this contract and does not have any liability for the performance or non-performance of any party to this contract, (b) liable for interest on the Earnest Money and (c) liable for any loss of earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
20. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person",

then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

21. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part for this contract are (list): Agreement for Mediation
22. **CONSULT YOUR ATTORNEY:** This is intended to be legally binding. **READ IT CAREFULLY.** If you do not understand the effect of this contract, consult your attorney **BEFORE** signing.

BUYER'S ATTORNEY AND ADDRESS:

Charles Crossfield
309 East Main
Round Rock, Texas 78664

SELLER'S ATTORNEY AND ADDRESS:

23. **NOTICES:** All notices from one party to the other party must be in writing and are effective when mailed to, or hand delivered at, or transmitted by facsimile machine as follows:

EXECUTED in multiple originals on _____. (THE EFFECTIVE DATE.)

BUYER

WILLIAMSON COUNTY

BY: John G. Campbell 7-17-01

ITS: County Judge

SELLER

THEOPHIL R. KRIENKE

SHARON R. KRIENKE

RECEIPT

Receipt of [] Contract and [] \$100.00 Earnest Money in the form of _____
is acknowledged.

Date: _____, 2000.

Escrow Agent

BY: _____

ESCROW AGENT'S ADDRESS: _____

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

**RIGHT-OF-WAY
PARCEL "A"**

FIELD NOTES FOR A 9.653 ACRE TRACT OUT OF THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 149.95 ACRE TRACT OF LAND CONVEYED TO THEOPHIL R. KRIENKE, JR. AND WIFE, SHARON R. KRIENKE AS DESCRIBED IN VOLUME 483, PAGE 475 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 9.653 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a flagged 16 penny nail found in the base of a cedar fence post on the northwest corner of the abovementioned Krienke Tract I, same being a point in the southerly right-of-way line of a county road which is visibly signed as County Road No. 272 (right-of-way width varies), same being a point in the easterly right-of-way line of an unpaved county road, called County Road No. 178, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common boundary line of said Krienke tract said right-of-way line of County Road No. 272, N 68° 40' 17" E for a distance of 82.08 feet to a 1/2" iron rod set (capped by Diamond Surveying) for the northeast corner hereof;

THENCE departing the said common boundary line of Krienke Tract I and right-of-way line of County Road No. 272, through the interior of said Krienke Tract I, the following six (6) courses and distances:

1. S 28° 16' 32" E for a distance of 217.46 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
2. S 34° 35' 55" E for a distance of 220.00 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
3. S 40° 57' 30" E for a distance of 220.00 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
4. S 47° 19' 06" E for a distance of 220.00 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
5. S 53° 38' 32" E for a distance of 217.53 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
6. S 56° 47' 11" E for a distance of 1241.49 feet to a 1/2" iron rod set (capped by Diamond Surveying) on a point in the southerly boundary line of said Krienke Tract I, same being a point in the northerly boundary line of that tract of land conveyed to Keven Sasser and Linda Sasser, Trustees for the Keven and Linda Sasser Living Trust (called 30.079 acres) as recorded in Volume 2638, Page 231 of the Official Records of said County, for the southeast corner hereof;

THENCE with the common boundary line of said Krienke Tract I and Sasser Tract, the following two (2) courses and distances:

1. N 88° 06' 21" W for a distance of 81.80 feet to a 1/2" iron rod found for an angle point hereof;
2. S 58° 37' 37" W for a distance of 174.35 feet to a 1/2" iron rod set (capped by Diamond Surveying) for the southwest corner hereof;

EXHIBIT

A
Page 1

THENCE departing the said common boundary line of Krienke Tract I and Sasser Tract, through the interior of said Krienke Tract I, N 56° 47' 11" W for a distance of 619.61 feet to a 1/2" iron rod set (capped by Diamond Surveying) on a point in the southwesterly boundary line of said Krienke Tract I, same being a point in the northeasterly boundary line of said Sasser Tract for an angle point hereof;

THENCE with the common boundary line of said Krienke Tract I and Sasser Tract, the following two (2) courses and distances:

1. N 20° 48' 17" W for a distance of 82.49 feet to a 1/2" iron rod found on an interior ell corner;
2. S 64° 36' 14" W for a distance of 56.78 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;

THENCE departing the said common boundary line of Krienke Tract I and Sasser Tract, through the interior of said Krienke Tract I, the following four (4) courses and distances:

1. N 56° 47' 11" W for a distance of 380.85 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
2. N 53° 53' 53" W for a distance of 220.00 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
3. N 48° 07' 18" W for a distance of 220.00 feet to a 1/2" iron rod set (capped by Diamond Surveying) for an angle point hereof;
4. N 42° 25' 36" W for a distance of 213.77 feet to a 1/2" iron rod set (capped by Diamond Surveying) on a point in the westerly boundary line of said Krienke Tract I, same being a point in the easterly right-of-way line of the aforementioned County Road 178, for an angle point hereof;

THENCE with the common boundary line of said Krienke Tract I and the easterly right-of-way line of County Road 178, N 20° 05' 20" W for a distance of 553.73 feet to the POINT OF BEGINNING hereof and containing 9.653 acres of land, more or less.

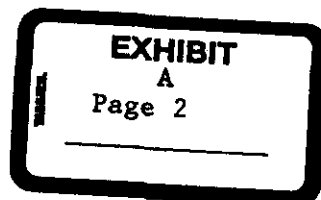
I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief.

Shane Shafer 2/26/01
Shane Shafer, R.P.L.S. #5281 Date



◇ DIAMOND SURVEYING, INC.

1915 S. AUSTIN AVE., SUITE 111, GEORGETOWN, TEXAS 78626 (512) 931-3100



NUM	DISTANCE	BEARING
L1	82.08'	N68°40'17"E
L2	217.46'	S28°16'32"E
L3	220.00'	S34°35'55"E
L4	220.00'	S40°57'30"E
L5	220.00'	S47°19'06"E
L6	217.53'	S53°38'32"E
L7	1241.49'	S56°47'11"E
L8	81.80'	N88°06'21"W
L9	174.35'	S58°37'37"W
L10	619.61'	N56°47'11"W
L11	82.49'	N20°48'17"W
L12	56.78'	S64°36'14"W
L13	380.85'	N56°47'11"W
L14	220.00'	N53°53'53"W
L15	220.00'	N48°07'18"W
L16	213.77'	N42°25'36"W
L17	553.73'	N20°05'20"W
L18	536.95'	N64°36'14"E
L19	929.75'	N20°05'20"W
L20	5.13'	N58°37'37"E
L21	350.44'	N63°09'18"E
L22	207.62'	S23°42'10"E
L23	331.85'	S20°48'17"E
L24	286.18'	S56°47'11"E
L25	293.32'	S52°56'03"E
L26	293.32'	S45°13'47"E
L27	235.45'	S78°48'01"W
L28	207.88'	N47°48'14"W
L29	206.80'	N53°47'51"W
L30	430.88'	N56°47'11"W
L31	126.97'	S88°06'21"E
L32	46.63'	S37°26'10"E
L33	300.24'	S66°54'33"E
L34	264.47'	S58°22'33"E
L35	207.08'	N80°25'27"E
L36	97.28'	N73°10'27"E
L37	101.90'	N69°40'27"E
L38	289.95'	S13°53'59"W
L39	303.90'	S78°48'01"W
L40	96.33'	N56°47'11"W
L41	515.29'	N64°36'14"E

Bearing Basis: NAD-83 Texas Central Zone 4203 State Plane Coordinates.

This survey has been prepared without the benefit of title report.

Easements which may affect this tract are not shown or addressed as a part of this survey.

The undersigned does hereby certify that the plat shown represents the results of a survey on the ground under my supervision.

Shane Shafer

Shane Shafer, R.P.L.S. # 5281

2/26/01

Date



DIAMOND SURVEYING

1915 S. AUSTIN AVE., SUITE 111
GEORGETOWN, TEXAS 78626
(512) 931-3100

EXHIBIT

A

Page 4

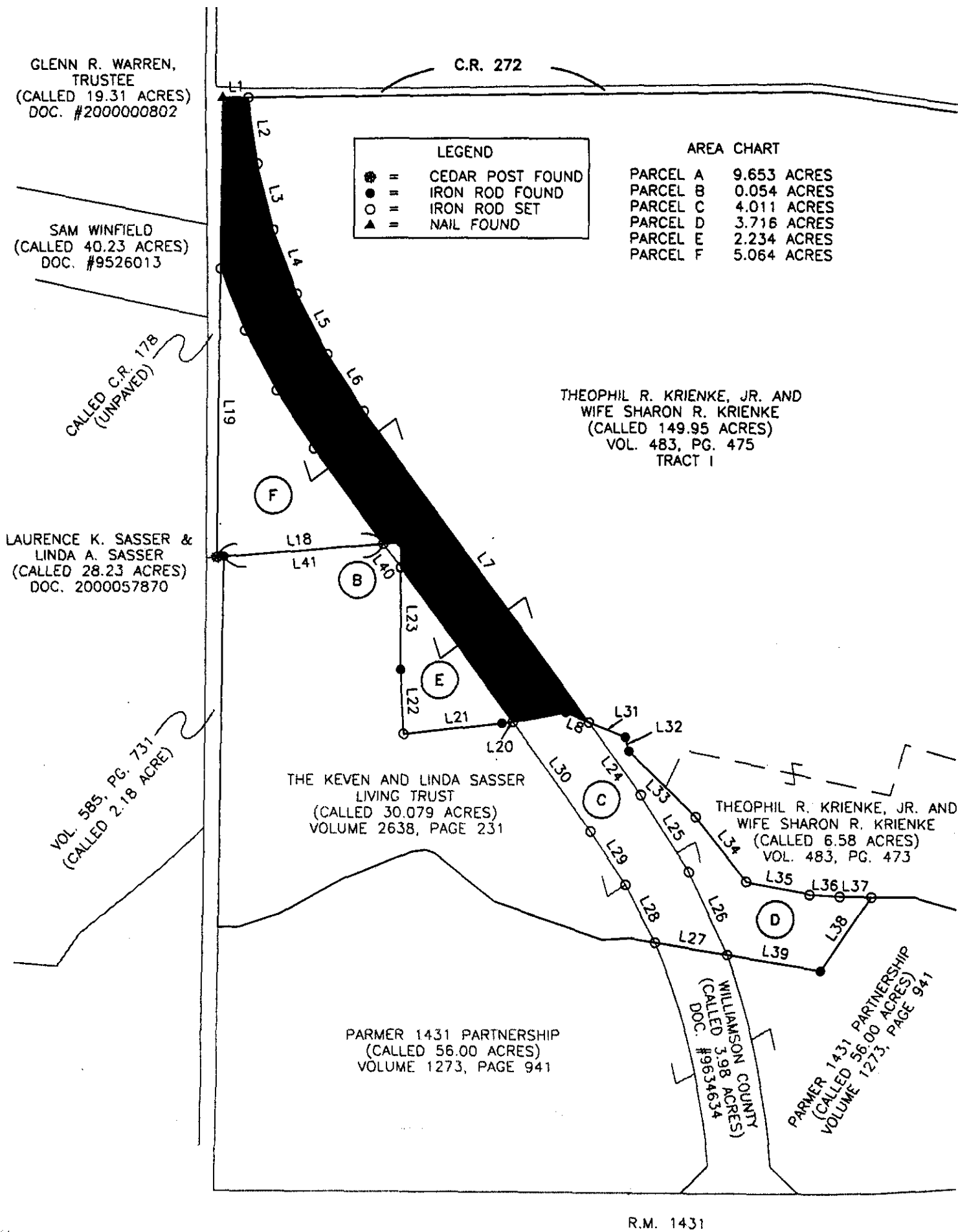
Parcel A
Page 2 of 2

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION
FOR PARCEL A

BEING A 9.653-ACRE TRACT OF LAND OUT OF THE W. ANDERSON SURVEY,
ABSTRACT NO. 15 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION
OF THE 149.95-ACRE TRACT CONVEYED TO THEOPHIL R. KRIENKE & WIFE SHARON
R. KRIENKE AS DESCRIBED IN VOLUME 483, PAGE 475 OF THE DEED RECORDS
OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1" = 400'



DIAMOND SURVEYING

1915 S. AUSTIN AVE., SUITE 111
GEORGETOWN, TEXAS 78626
(512) 931-3100

EXHIBIT

A

Page 3

Parcel A
Page 1 of 2

AGENDA ITEM 44

Discuss and take any appropriate action on creation of any new position(s).

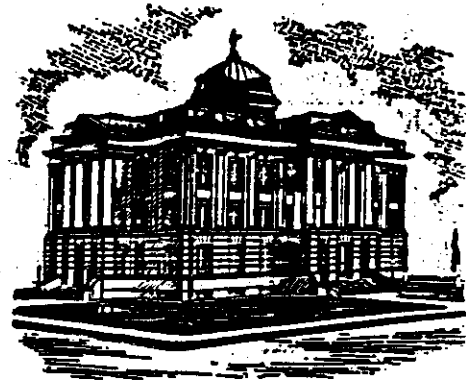
No action was taken on this agenda item.

< Attachment >

Williamson County

Georgetown, Texas

DAVID U. FLORES
COUNTY AUDITOR



March 20, 2001

TO: John Doerfler
County Judge

CC: County Commissioners

FROM: David Flores
County Auditor

SUBJECT: Accounting for Road Bond Money Activity

Per your request, the following is offered for your consideration. To account for road bond money activity in-house is possible. We have the technology in place through Oracle to streamline the accounting process. The system allows for any detail of accounts you or any other user may require. This is important to know because the court is in a position to require constant monitoring and expect a full, complete, and *timely* accounting of all activity as it relates to the road bond money.

In order to meet the needs of the court, I would suggest that a position structured similar to the position now assigned to the Sheriff's Department be created and filled with an individual that possesses a background in accounting, who is supervised by this office but answers directly to the court and is solely designated to account for all special projects that the court deems necessary for auditing, accounting, and reporting.

The cost to be weighed would be salary, fringe benefits, and equipment and breaks down as follows:

Recommended Annual Salary	\$32,637	23/1
Fringe Benefits	9,400	
Equipment		
--Personal Computer	3,200	
--Phone	135	
--Desk/Chair	450	

I appreciate the opportunity to provide you with this information and would encourage you to call either Julie Kiley or myself if you require additional details.