

**AGENDA ITEM 34**

Discuss real estate- Montgomery tract: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

The Executive Session was canceled.

**AGENDA ITEM 35**

Discuss and take any appropriate action on real estate transaction-Montgomery tract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the contract on the Montgomery property.

Vote: **5 - 0**

< 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

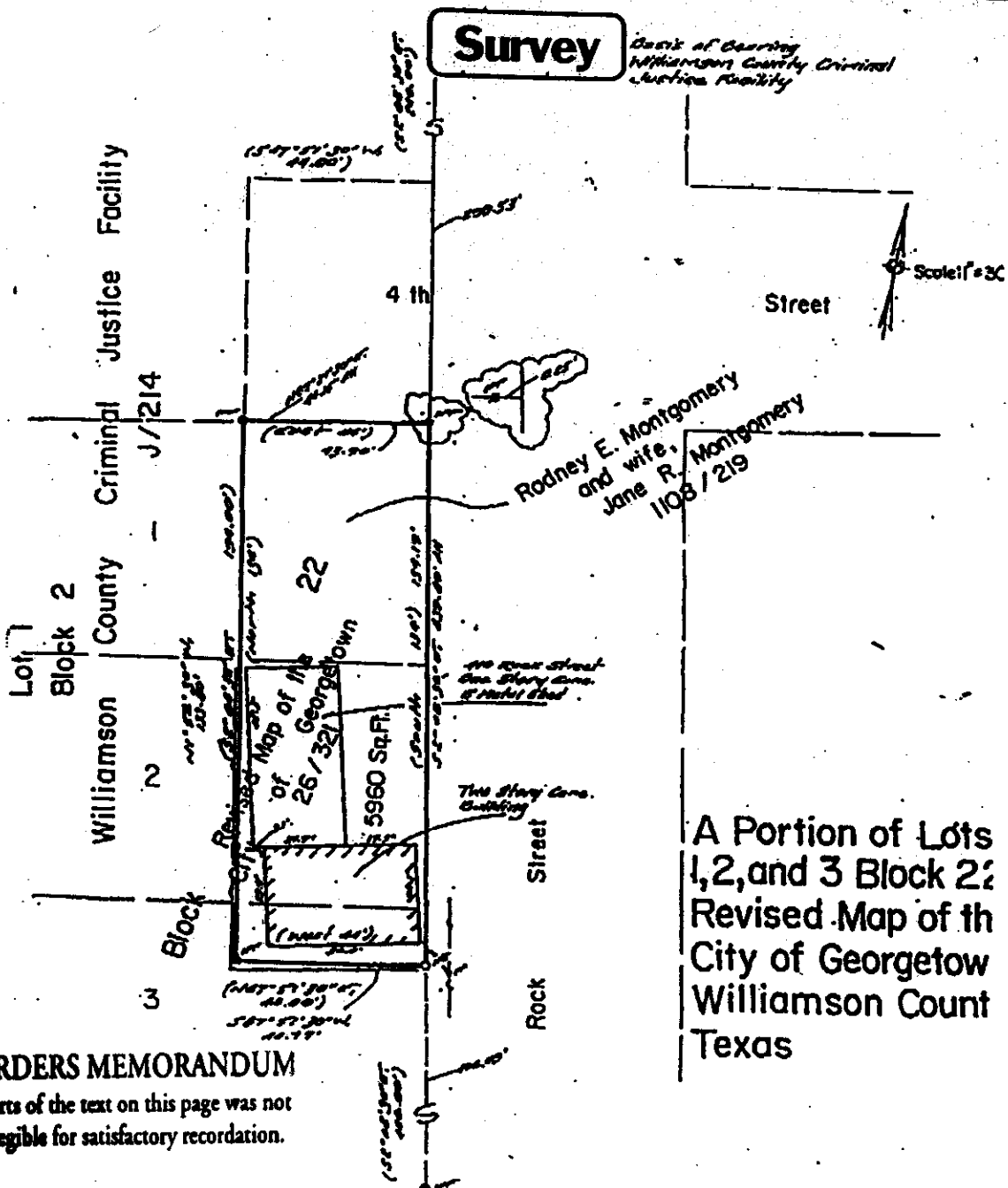
Date: 5/8/01

SELLER: Rodney Montgomery

By: Rodney Montgomery

Date: 5/8/01

Jane Montgomery  
By: Jane Montgomery



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 September 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. 40421, EFFECTIVE DATE OF 12/1/97, AND THAT MAP INDICATES THAT THE PROPERTY IS NOT WITHIN SOME SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL 022802 OF SAID MAP. HOWEVER, 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.



*Don H. Bizzell*



**Storer & Bizzell Engineering, Inc.**  
1074 South Austin Avenue  
Georgetown, Texas 78626  
Telephone: 512/863-4444  
Facsimile: 512/863-4444

JOB NO. 19602

**EXHIBIT**

**A**

**AGENDA ITEM 36****Comments from commissioners.**

**Commissioner Heiligenstein** addressed the issue of the location of the jail/annex expansion, mentioning that there was a lack of response from the City of Georgetown regarding any issues concerning the site. He also stated that most of the people he had talked to about trail construction had expressed a desire for stabilized or crushed granite for the trails instead of concrete.

**COMMISSIONERS' COURT RECESSED AT 11:10 A.M. ON TUESDAY, APRIL 24, 2001.**

**COMMISSIONERS' COURT RECONVENED AT 1:50 P.M. ON TUESDAY, APRIL 24, 2001.**

**AGENDA ITEM 37**

**Discuss and take any appropriate action on parkland and road bond issues and 2000 certificate of obligation issuance.**

The following persons addressed the court concerning parkland and road bond issues:

Pix Howell, Land Strategies  
Mike Weaver, Prime Strategies  
Nancy Ledbetter, Special Projects Coordinator, Williamson County  
Pete Peters, The Communicators

**Moved: Judge Doerfler**

**Seconded: Commissioner Boatright**

**Motion:** To advertise and set a public hearing on trails grant application for May 8, 2001, at 10:15 a.m. in the Commissioners' Courtroom.

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

**Moved: Judge Doerfler**

**Seconded: Commissioner Boatright**

**Motion:** To authorize Prime Strategies to contract for outside services on utility relocation.

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

< Attachment >