

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:15 A.M. ON TUESDAY, NOVEMBER 6, 2001.

AGENDA ITEM 38

Discuss right of way acquisition for SH 45: EXECUTIVE SESSION REQUESTED AS PER VTCA 551.072 relating to land acquisition.

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:37 A.M. ON TUESDAY, NOVEMBER 6, 2001.

AGENDA ITEM 39

Discuss and take any appropriate action on right of way acquisition for SH 45.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: Pursuant to the agreement between Williamson County and the City of Austin whereby the City of Austin is going to reimburse Williamson County for the acquisition of certain properties on RR 620 which will be part of SH 45 in the city limits of Austin, authorize the County Judge to execute contracts to acquire 4 four properties on RR 620.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

REAL ESTATE CONTRACT

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PAR 620, LTD., (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Tract One: 6,229 square feet, more or less, as described in Exhibit "A", attached hereto and incorporated herein.

Tract Two: 341,554 square feet, more or less, as described in Exhibit "B", attached hereto and incorporated herein.

Tract Three: 253,868 square feet, more or less, as described in Exhibit "C", attached hereto and incorporated herein.

Tract Four: being an easement consisting of 0.505 acres, as described in Exhibit "D", attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"),

**ARTICLE II
PURCHASE PRICE****Amount of Purchase Price**

2.01. The purchase price for Tracts One and Two shall be FIVE DOLLARS AND TWENTY CENTS (\$5.20) per square foot, as determined by a final survey for the Property. The purchase price for Tract Three and Four shall be SEVEN DOLLARS AND EIGHTY CENTS (\$7.80) per square foot, as determined by a final survey for the Property.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

REAL ESTATE CONTRACT

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 138 ACRES, LTD., (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

85,944 square feet, more or less, as described as Parcels One, Two and Three in Exhibit "A", attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"),

**ARTICLE II
PURCHASE PRICE**Amount of Purchase Price

2.01. The purchase price for the Property shall be the sum of Nine Hundred Seventy-Six Thousand Five Hundred Forty and no/100 Dollars (\$976,540.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

AGENDA ITEM 40**Comments from commissioners.**

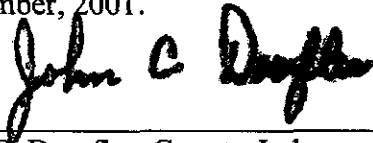
Commissioner Boatright asked to have the names of the projects included along with the project number on the projects printout from the Auditor's office.

Commissioner Heiligenstein reported on the CUC meeting that he attended on Saturday. He discussed the possibility of contracting an attorney from CUC to draw up contracts for interlocal agreements with cities and counties for new HB 1445 regulations concerning subdivisions in the extraterritorial jurisdiction of cities. He also stated that he attended a meeting concerning indigent defense issues.

Commissioner Limmer stated that a new corn flour plant will be locating in Taylor on the park land that the county had for sale.

COMMISSIONERS' COURT ADJOURNED AT 11:45 A.M. ON TUESDAY, NOVEMBER 6, 2001.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 168, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 13th day of November, 2001.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk