

**AGENDA ITEM 15**

Consider approving escrow agreement form for earnest money deposits and right-of-way contracts.

Julie Wolff of Sheets & Crossfield stated that the agreement would allow Sheets & Crossfield to deposit \$2500 to an escrow account for Austin Title Company, to streamline the process.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve an escrow agreement form for earnest money deposits and right-of-way contracts.

Vote: **3 – 0. Commissioner Boatright was absent from the dais.**

< Attachment >

**ESCROW AGREEMENT  
(Earnest Money Deposits/Right-of-Way Contracts)**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS ESCROW AGREEMENT (the "Agreement") is entered into on the 19 day of MARCH, 2002, by WILLIAMSON COUNTY and AUSTIN TITLE COMPANY ("Escrow Agent").

**RECITALS:**

WHEREAS, Williamson County contemplates that it will over the course of time be entering into multiple earnest money contracts with various third party sellers for the acquisition of certain tracts of land situated in and around Williamson County, Texas, including tracts situated along Parmer Lane, CR 272 and Highway 79, for road right-of-way purposes.

WHEREAS, Williamson County desires to pre-deposit funds with Escrow Agent to be applied as earnest money to the earnest money contracts as they are entered into and receipted by the Escrow Agent.

WHEREAS, Escrow Agent is willing to serve as a depository for such funds and to apply such funds, or a portion thereof, to the earnest money contracts for right-of-way acquisitions as they are receipted by Escrow Agent.

NOW, THEREFORE, Williamson County and Escrow Agent agree as follows:

1. Concurrently with the execution of this Agreement, Williamson County has deposited with the Escrow Agent funds in the amount of **\$2500.00** (the "Escrow Funds"), which shall be deposited by Escrow Agent into a non-interest bearing escrow account. The Escrow Agent agrees to serve hereunder as escrow agent and hold and disburse the Escrow Funds for the purposes and on the terms set forth in this Agreement.

2. Escrow Agent, upon its receipt of an earnest money contract between Williamson County, as purchaser, and a third party seller for a tract(s) of land to be acquired for right-of-way purposes, Escrow Agent shall deduct from the Escrow Funds the amount set forth in the contract as the earnest money amount and transfer such amount to the respective file to be applied as the earnest money deposit for such transaction.

3. Escrow Agent shall periodically furnish to Williamson County a report of the Escrow Funds that have been applied to receipted contracts and the remaining balance being held by the Escrow Agent.

4. In the event that a receipted earnest money contract for right-of-way acquisition does not close for any reason, Escrow Agent shall require its customary Release of Earnest Money to be executed by the respective seller and Williamson County prior to the release of the deposit to the Seller and/or the return of the deposit to the escrow account, as the case may be.

5. With respect to the receipted earnest money contracts for right-of-way acquisition that are closed by Escrow Agent, the earnest money attributable to that transaction shall be re-deposited by Escrow Agent into the escrow account and be part of the Escrow Funds.

6. Williamson County hereby agrees to indemnify, protect, save and hold harmless the Escrow Agent and its agents from and against any and all liability, obligations, losses, damages, adverse claims, suits, costs and/or expenses of whatsoever kind or nature that may be incurred by, or asserted against, the Escrow Agent which in any way relate to, or arise out of, the execution of this Agreement and any action taken hereunder. Escrow Agent shall not be liable for any error of judgment, or for any act done or steps taken or made by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, with the exception of its own gross negligence or willful misconduct.

7. This Escrow Agreement cannot be amended or modified without the written approval of all parties to this Escrow Agreement.

**WILLIAMSON COUNTY**

By: John C. Daerfler  
Printed Name: John C. Daerfler  
Title: County Judge

**ESCROW AGENT: AUSTIN TITLE COMPANY**

By: \_\_\_\_\_  
Claire Hartman, Escrow Officer

**AGENDA ITEM 16****Consider making appointments to Park Advisory Board.**

The court discussed possible candidates for the Park Advisory Board.

No action was taken on this agenda item, which will be added to the March 26, 2002 agenda.

**AGENDA ITEM 17****Consider approving additional services proposal from Thornhill & Associates for additional test well at Williamson County Regional Park.**

Paul Linehan of Land Strategies discussed water options and the pilot water wells for the Williamson County Regional Park. He stated that so far approximately \$75,000 has been spent on consultants and drilling for test wells. The last test well appeared to have good water quality, but the shell lining is collapsing. He asked for a maximum of \$73,150 for each well to dig them, case them and start pumping water from them.

Mike Thornhill of Thornhill Group, Inc. discussed the test wells that have been drilled and submitted a written proposal to the court for consideration.

Purchasing Director Bob Space stated that the Local Government Code has a statutory limit of \$25,000 on expenditures without advertising and accepting bids, unless the court exempts the drilling of the well as a professional service.

It was determined that the test part of the well could be drilled as a professional service, and that an agenda item will be added to the March 26, 2002 meeting to designate the rest of the project as a professional service, in order to finish the production well.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve additional services proposal from Thornhill Group, Inc. for additional test well at the Williamson County Regional Park.

Vote: 4 - 0

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