

REGULAR AGENDA

AGENDA ITEM 11

Discuss and consider acceptance of 0.6 acres from Austin Jack, LLC for park use. Pct. #1

Joe England addressed the Court to discuss property, which will be turned into a park. He was joined by a representative of the homeowners' association who asked for help in clearing the land of old furniture and abandoned vehicles.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To accept 0.6 acres from Austin Jack, LLC for park use and to ask **Commissioner Curlee** to prepare and present information to the Court regarding an adjacent property of 13.7 acres.

Vote: **4 - 0**

< Attachment >



November 12, 2003

500 N. Akard Street, Suite 4000
Dallas, Texas 75201-3387
Phone: 214.758.1000
Fax: 214.758.1010

Via Federal Express

Joe M. England, P.E.
Williamson County Engineer
Williamson County Unified Road System
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

Re: AmberOaks Corporate Center

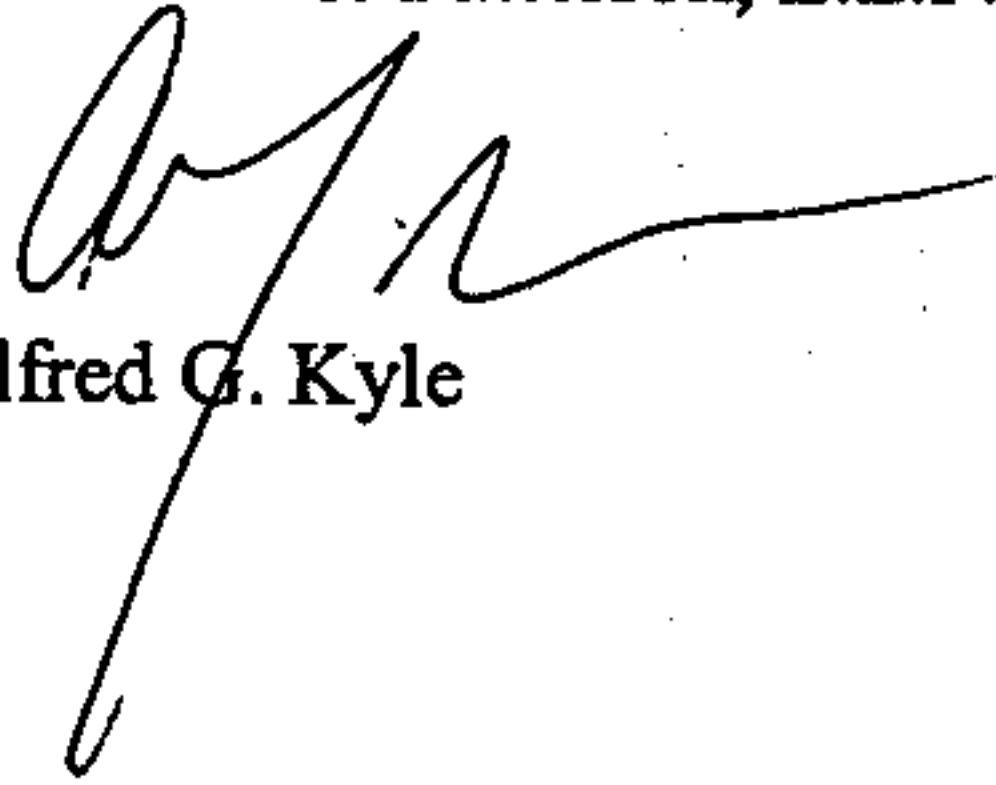
Dear Joe:

In accordance with our conversation, I am enclosing an original Special Warranty Deed (the "Deed"), executed by Austin Jack, L.L.C., as grantor, in favor of Williamson County, as grantee. Please have the Deed placed on the Commissioners' Court agenda and, upon approval, recorded in the Deed Records of Williamson County, Texas, and return a file-stamped copy to me.

Thank you for your assistance. If you should have any questions or comments, please do not hesitate to contact me.

Very truly yours,

Bracewell & Patterson, L.L.P.



Alfred G. Kyle

AGK/cv
Enclosures

cc: Ms. Christiane M. Stoffer (w/encls.; via facsimile)



DEED

2003118651

9 PGS

SPECIAL WARRANTY DEED**THE STATE OF TEXAS**

§

COUNTY OF WILLIAMSON

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

THAT, AUSTIN JACK, L.L.C., a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantor by WILLIAMSON COUNTY, a political subdivision of the State of Texas ("Grantee"), and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of all which are hereby acknowledged by Grantor:

Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED and, by these presents, does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, good and indefeasible title in fee simple to the following described real property located in Williamson County, Texas, together with all right, title and interest in and to all easements, rights-of-way, privileges, and appurtenances relating thereto, the same being a tract of land located in Williamson County, Texas, said tract of land being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

This conveyance is made by Grantor and accepted by Grantee expressly subject to the permitted encumbrances listed or contained in Exhibit B attached hereto and made a part hereof for all purposes ("Permitted Exceptions") to the extent, but only to the extent, the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and subject to the hereinabove described Permitted Exceptions (but only to the extent said matters are valid and subsisting and affect the Property), Grantor does hereby bind itself, its

successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The above conveyance is, however, made subject to the further covenant, consideration and condition that the following restriction shall in all things be observed, followed and complied with: within three years of the date hereof, Grantee shall construct on the Property a public park and landscape area, and thereafter, shall at all times maintain, and cause to be maintained, the Property as a public park and landscape area and cause to be so maintained in a reasonably safe and cleanly state. These restrictions and conditions shall be binding on Grantee for a period of 53 years following the date hereof, and in case of a failure to comply with the preceding restrictions, the title to the Property shall, without entry or suit, immediately revert to and vest in Grantor or its successors and assigns, and this conveyance shall be null and void, and Grantor or its successors and assigns shall be entitled to immediate possession of the Property and its improvements; and no act or omission on the part of Grantor or its successors and assigns shall be a waiver of the operation or enforcement of this condition. Notwithstanding the foregoing, however, with respect to any failure to maintain the Property as a public park in a reasonably safe and cleanly state, such failure shall continue for a period of one year prior to the immediate reversion to Grantor or its successors and assigns in accordance herewith.

EXECUTED by Grantor effective as of the 11th day of November, 2003 ("Effective Date").


GRANTOR:

AUSTIN JACK, L.L.C.,
a Delaware limited liability company

By: AmberJack, Ltd.,
an Arizona corporation

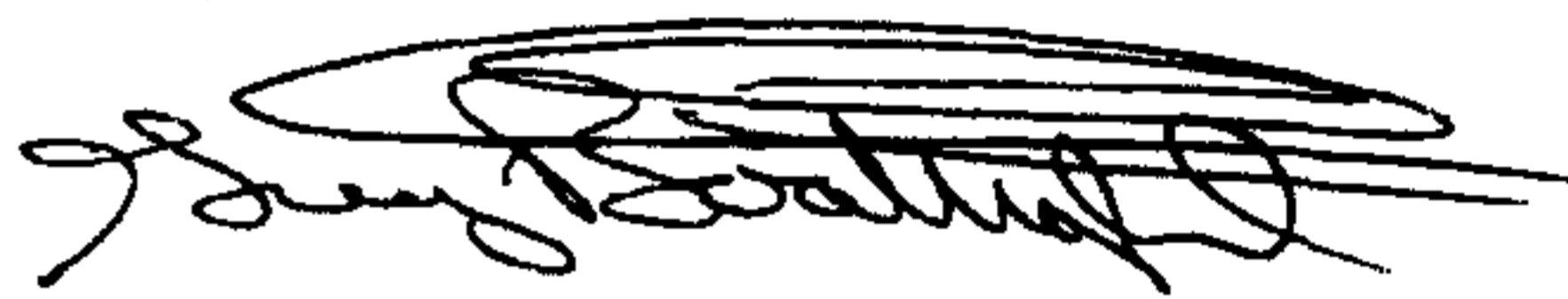
By: 
Name: David G. Graves

Title: President

By: 
Name: G. Roger Glelow
Title: SECRETARY

Address of Grantor:

c/o AmberJack, Ltd.
One State Farm Plaza, E-10
Bloomington, Illinois 61710
Attention: Mr. John R. Higgins


Greg Boatright
Co. Comm. Pct. 2
12/10/03

THE STATE OF ILLINOIS §
 COUNTY OF MCLEAN §

This instrument was acknowledged before me on November 11, 2003 by
David C. Graves, **President** of AmberJack,
 Ltd., an Arizona corporation, in its capacity as manager of Austin Jack, L.L.C., a Delaware
 limited liability company, on behalf of such limited liability company.

My Commission Expires:

2/8/04

Karen Lee Coit
 Notary Public in and for The State of Illinois

[NOTARIAL SEAL]



Print Name: KAREN Lee Coit

THE STATE OF ILLINOIS §
 COUNTY OF MCLEAN §

This instrument was acknowledged before me on November 11, 2003 by
G. Roger Glelow, **SECRETARY** of AmberJack,
 Ltd., an Arizona corporation, in its capacity as manager of Austin Jack, L.L.C., a Delaware
 limited liability company, on behalf of such limited liability company.

My Commission Expires:

2/8/04

Karen Lee Coit
 Notary Public in and for The State of Illinois

[NOTARIAL SEAL]



Print Name: KAREN LEE Coit

EXHIBIT A

FIELD NOTES
FOR DRAINAGE, ACCESS, AND PUE-
AUSTIN JACK, LLC

FIELD NOTES FOR 0.6099 ACRES OF LAND OUT OF THE T P DAVY SURVEY,
ABSTRACT NO. 169, SAME BEING OUT OF AND PART OF LOT 6, BLK C, STATE FARM
SUBDIVISION, SECTION THREE (C&B T, SLIDE 226), AND PART OF THE REMAINDER
OF THE 122.871 ACRE, TRACT 4 DESCRIBED IN DOC # 9912216, OFFICIAL DEED
RECORDS, WILLIAMSON COUNTY (WCDR), TEXAS,
FOR WHICH A MORE PARTICULAR METES AND BOUNDS DESCRIPTION IS AS
FOLLOWS:

BEGINNING at a concrete monument found at the southwest corner of the remainder of the
122.871 acre, tract 4 described in Doc # 9912216, WCDR and in the east line of a 13.7 acre tract
described in Doc # 2003013011, WCDR and at the northwest corner of 35.060 acre tract
described in Vol. 990, Pg 500, WCDR for the southwest corner hereof (said point bears S
20°31'05"E at 2316.48 feet from a 1/2" rebar found at the northeast ROW of Threadbo Street on
the west line of Lot 7, Blk C, State Farm, Sec 3);

THENCE N 20°34'14"W with the west line of the remainder of the 122.871 acre tract 4
and the east line of the 13.7 acre tract for a distance of 97.11 feet to a 1/2" rebar set with cap at the
southwest corner of Lot 6 referenced above and the northwest corner of the remainder of the
122.871 acre, tract 4;

THENCE N 20°34'14"W with the west line of Lot 6 and the east line of the 13.7 acre tract for a
distance of 425.41 feet to a 1/2" rebar set with cap at the most southerly northwest corner of a
Drainage & PUE described in Vol. 1551, PG 125, WCDR for the north corner hereof;

THENCE with the west line of the Drainage & PUE 78.93 feet along a curve to the right (R =
120.00', C = 78.73', CB = S35°55'31"E) feet to a 1/2" rebar set with cap;

THENCE S29°21'46"E with the west line of the Drainage & PUE pass a 1/2" rebar set with cap at
282.77 feet on the common line of Lot 6 and Tract 4 (remainder of 122.871 acre tract) and
continuing on for a total distance of 292.88 feet to a 1/2" rebar set with cap at a point of curve to
the left;


THENCE with the west line of the Drainage & PUE 162.44 feet along a curve to the left (R =
721.15', C = 162.10', CB = S35°45'34"E) feet to a 1/2" rebar set with cap on the south line of the
remainder of the 122.871 acre, tract 4 and in the north line of a 35.060 acre tract for the southeast
corner hereof;

THENCE S69°02'25"W with the south line of the remainder of the 122.871 acre tract
and the north line of a 35.060 acre tract for a distance of 108.09 feet to the PLACE OF
BEGINNING and containing 0.6099 acres of land.

NOTES FOR CLARIFICATION:

- 1) All 1/2" rebars set have caps labeled WILLIAMSON CNTY.
- 2) See attached Survey Sketch for further orientation.
- 3) Bearing basis - West line of Lot 6

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-
the-ground survey under my direct supervision and that they are true and correct to the best of my
knowledge on this the 17th day of July, 2003.


Dwight L. Pittman, R.P.L.S. 2442
Williamson County Unified Road System
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626



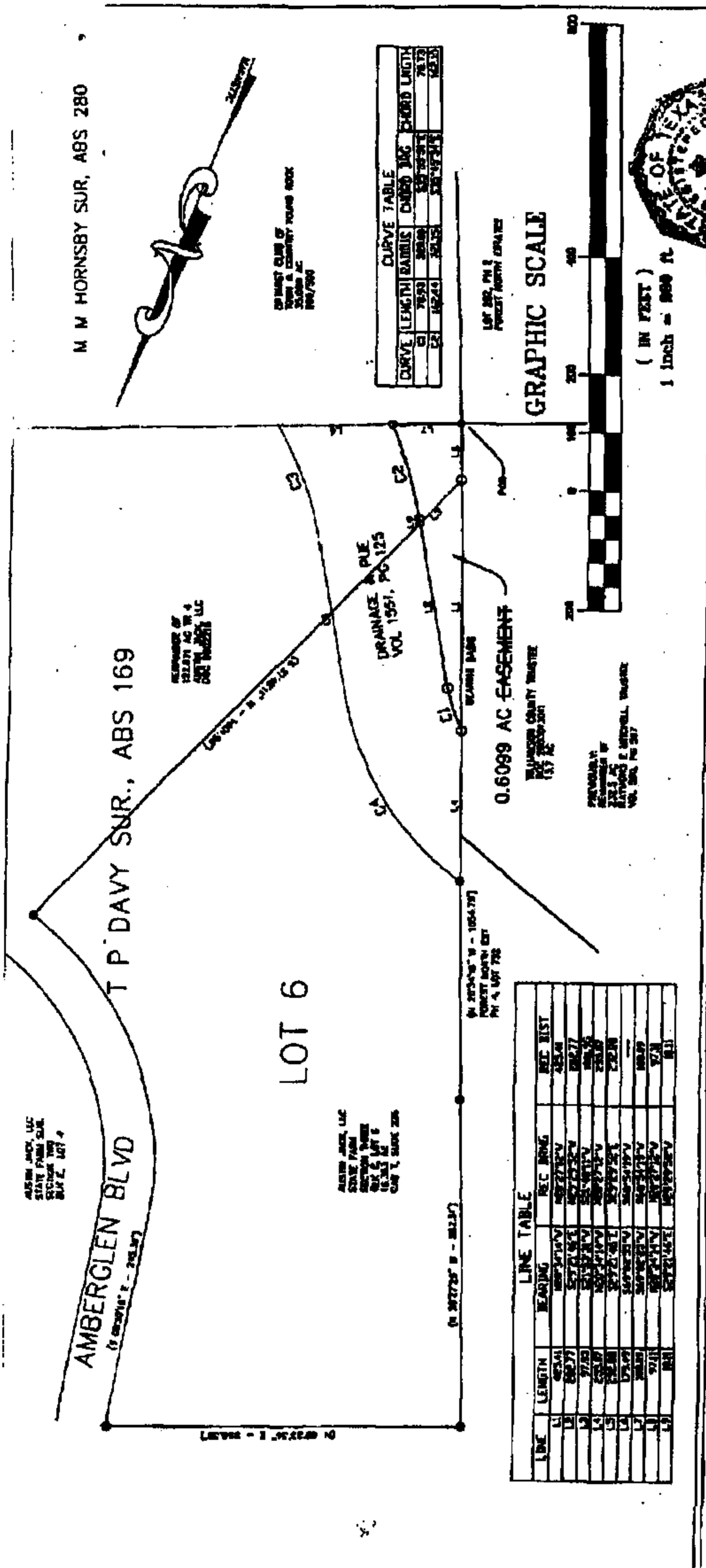
After recording return to:
Dwight Pittman
Williamson County URS
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

P. 3

9303335

Williamson County

Oct 24 2003 13:34



LEGAL DESCRIPTION:

SKETCH TO ACCOMPANY FIELD NOTES FOR 0.6099 ACRES OF LAND FOR-AMBERGLEN BLVD, ABS 169, OUT OF THE T P DAVY SURVEY, ABSTRACT # 169 AND THE M M HORNSBY SURVEY, ABS # 280 IN WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF AND PART OF LOT 6, BLK C OF STATE FARM SUBDIVISION, SECTION THREE (CABINET T, SLIDE 226, WCPR), AND PART OF A 33.060 AC TRACT DESCRIBED IN VOL 990, PAGE 300 (WCDR) IN WILLIAMSON COUNTY, TEXAS.

LEGEND:

- REBAR FOUND
- 1/2" REBAR SET W/CAP (WILLIAMSON CNTY)
- IRON PIPE FOUND
- RECORD SHOWN WHERE DIFFERENT
- RANCH FENCE
- ANGLE POINT
- WCPR WILLIAMSON COUNTY PLAT RECORDS
- WCDR WILLIAMSON COUNTY DEED RECORDS
- BEARING BASIS:
- WEST LINE OF LOT 6

WILLIAMSON COUNTY
UNIFIED ROAD SYSTEM
3151 S.E. RIVER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
JULY, 2003

DWIGHT L. PITTMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ON THIS THE 17th DAY OF JULY, 2003.

Dwight L. Pittman
DWIGHT L. PITTMAN, RPLS 2442

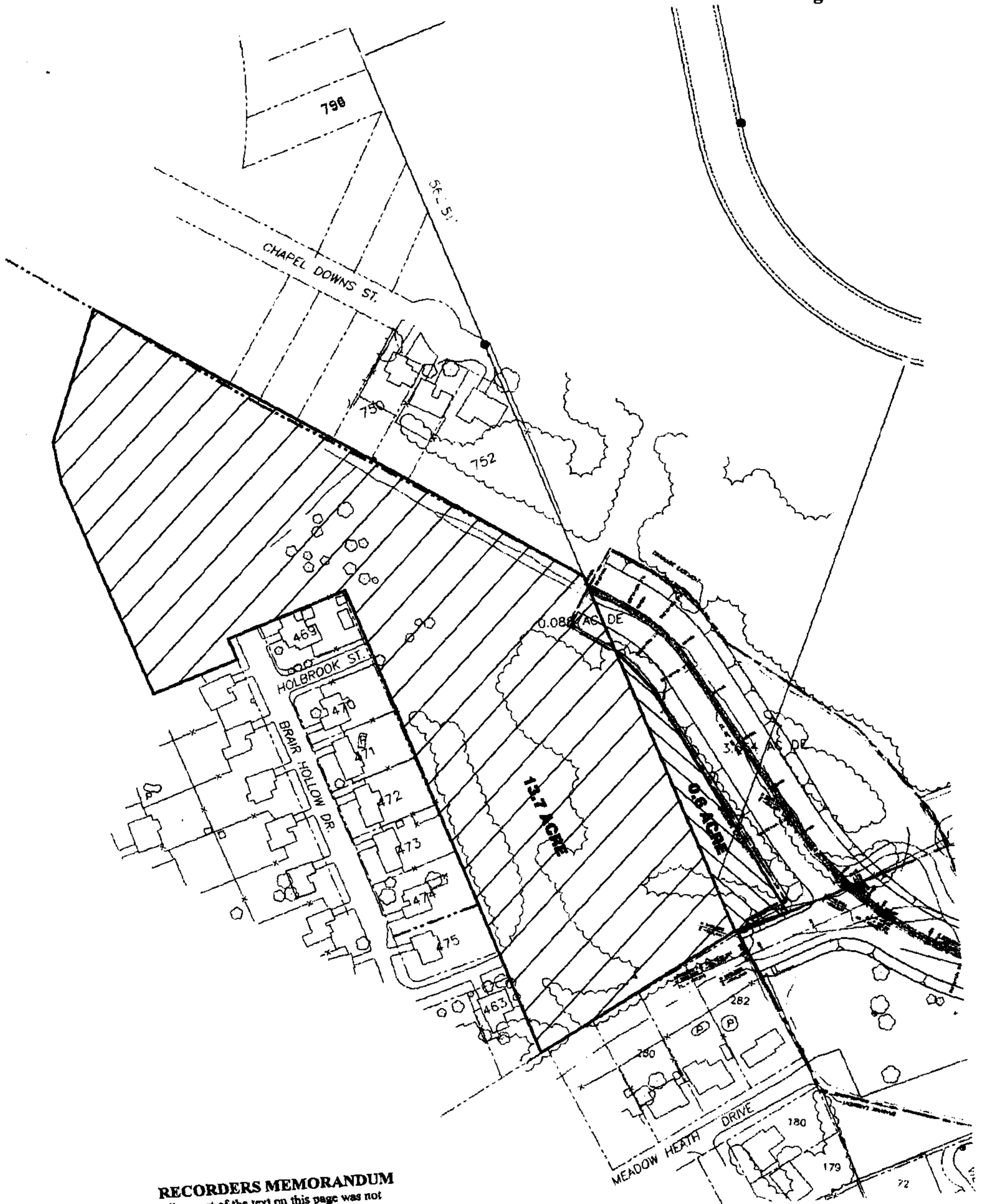
RECORDERS MEMORANDUM

All or part of the text on this page was not clearly legible for satisfactory recordation.

Exhibit B

Permitted Exceptions

1. Taxes for current and subsequent years, all of which will be assumed and paid by Grantee.
2. All governmental regulations and restrictions, including building and zoning ordinances.
3. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
4. Any and all other exceptions to title recorded in the real property records of Williamson County, Texas.



RECORDERS MEMORANDUM
 All or part of the text on this page was not
 clearly legible for satisfactory recordation.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2003118651

Nancy E. Rister

12/10/2003 04:44 PM

ANDERSON \$0.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① JANE Tabor
Judge Superior's Office

*Return to: Judge Superior's Office
JWS/Williamson Co.
Return 1 file stamped copy*