

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:48 A.M. ON TUESDAY, MAY 4, 2004.

AGENDA ITEM 28

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken on this item in Executive Session.

AGENDA ITEM 29

Discuss vehicle damage claim against URS by Dorothy Thomas. (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.071 consultation with attorney).

No action was taken on this item in Executive Session.

AGENDA ITEM 30

Discuss legal fee claim against Williamson County by Laurie Nowlin. (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.071 consultation with attorney).

No action was taken on this item in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 12:15 A.M. ON TUESDAY, MAY 4, 2004.

AGENDA ITEM 31

Discuss and take appropriate action on real estate.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Birkman**

Motion: To approve a contract on approximately twenty (20) acres in the Walter Campbell Survey, Abstract Number 3, in association with right-of-way for the Hwy 183-A corridor.

Vote: **5 – 0**

< Attachment >

183A—Parcel 61

REAL ESTATE CONTRACT

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 183 PECAN GROVE, LLC., and GPA PARTNERSHIP, A NEVADA PARTNERSHIP, (referred to in this Contract as "Seller", whether one or more) 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(s) of land described as follows:

17.25 acres and 3.767 acres of land located in the Walter Campbell Survey, Abstract No. 3, situated in Williamson County, Texas, being a part of that called 133.41 acre tract of land described in the General Warranty Deed from Pecan Hide Away, Inc., to 183 Pecan Grove LLC, executed August 18, 1998 and recorded under document No. 9848122, Official Records of Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 61).

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"), and any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

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

2.01. The purchase price for the Property shall be the sum of EIGHT HUNDRED EIGHTY TWO THOUSAND SEVEN HUNDRED FOURTEEN AND 00/100 DOLLARS (\$882,714.00).

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.)

Preliminary Title Commitment

3.02. Within twenty (20) days after the date hereof, Purchaser, at Purchaser's sole cost and expense, shall have caused the Texas American Title Company ("Title Company") to issue a preliminary title report (the "Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. In the event that title to the property is not satisfactory to Purchaser, Seller after notice shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser, or shall provide Purchaser with any assistance reasonably requested as necessary to eliminate or modify such matters. In the event Seller is unable to do so within thirty (30) days after receipt of notice, Purchaser may terminate this Contract and it shall thereupon be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this notice shall not be deemed to be Purchaser's acceptance of the Title Commitment.

Survey

3.03. Within ten (10) days from the date hereof, Purchaser, at Purchaser's sole cost and expense, shall cause to be delivered a current plat of survey of the Property, prepared by a duly licensed Texas land surveyor. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall set forth the number of total acres comprising the Property, together with a metes and bounds description thereof.

If any portion of the survey is unacceptable to Purchaser, then Purchaser shall give Seller notice of this fact. Seller shall promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within ten (10) days after receipt of written notice, Purchaser may terminate this Contract, and the Contract shall thereupon be null and void for all purposes and the Escrow Deposit shall be returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this written notice shall not be deemed to be Purchaser's acceptance of the survey.

Miscellaneous Conditions

3.04. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

(3) The Property herein is being conveyed to Purchaser under threat of condemnation.

(4) Seller acknowledges that the value of the Property has not been determined by an appraisal conducted in accordance with state or federal law and/or rules. Owner agrees to waive the right to have an appraisal of the property done as part of this acquisition, and agrees to sell the property for the amount as stated herein. Owner acknowledges that the compensation it receives will constitute all of the compensation it expects to receive for conveyance of the Property and for any remainder damages, and it expressly waives any claim to any additional compensation for such conveyance from any person or entity.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Title Company on or before May 31, 2004, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Texas American Title, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

- (3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the purchase price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All special taxes or assessments to the closing date shall be paid by Seller. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of One Thousand Dollars (\$1,000.00), the Escrow Deposit, which shall be paid by the Title Company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

10.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

10.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

10.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

10.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

10.06. Time is of the essence in this Contract.

Gender

10.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

10.08. Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

10.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

10.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Possession and Use Agreement

10.11 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, upon deposit of the Escrow Money with the Title Company and full execution of this contract.

Counterparts

10.12 This Contract may be executed in any number of counterparts.

SELLER:

183 PECAN GROVE, LLC

By: John Michael Stratton
John Michael Stratton
Managing Partner

Date: 4/22/04

GPA PARTNERSHIP,
A NEVADA PARTNERSHIP

By: Albert A. Flanges
Albert A. Flanges
Managing Partner

Date: 4/26/04

PURCHASER:

County of Williamson

By: John C. Doerfler
John Doerfler, County Judge

710 Main Street, #201
Williamson County Courthouse
Georgetown, Texas 78626

Date: 5-4-04

EXHIBIT A

County: Williamson
Parcel No.: 61 Parts 1 & 2
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 61

DESCRIPTION OF TWO PARCELS OF LAND LOCATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 133.41 ACRE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED FROM PECAN HIDE AWAY, INC. TO 183 PECAN GROVE LLC, EXECUTED AUGUST 18, 1998 AND RECORDED UNDER DOCUMENT NUMBER 9848122, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID PARCELS, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS PART 1 (17.25 ACRES) AND PART 2 (3.767 ACRES) AS FOLLOWS:

Part 1: 17.25 Acres

BEGINNING at a ½-inch iron rod with SAM, Inc cap set on the west line of said 133.41 acre tract, being the east line of a called 35.69 acre tract of land described in the Correction Special Warranty Deed from Texas Commerce Bank National Association to Block House Municipal Utility District, executed December 21, 1995 and recorded under Document number 9557953, O.R.W.C.TX., and being on the westerly proposed right-of-way line of U.S. Highway 183A;

THENCE N 19° 46' 06" W, with the common line between said 133.41 acre tract and said 35.69 acre tract, a distance of 130.05 feet to a calculated point in the centerline of Block House Creek, being the most southerly corner of a called 70.00 acre tract of land described in the Substitute Trustee's Deed from Richard May, Trustee to Floyd Cantwell, and wife, Helen Cantwell, executed June 7, 1988 and recorded under Volume 1671, Page 577, O.R.W.C.TX. and being a northwesterly corner of said 133.41 acre tract, for the most northwesterly corner of the tract described herein;

THENCE with the calculated centerline of said Block House Creek, being the common line between said 133.41 acre tract and 70.00 acre tract, the following two (2) courses and distances:

1. N 42° 35' 04" E, a distance of 289.39 feet to a calculated angle point, and
2. N 61° 21' 04" E, a distance of 108.37 feet to a calculated point at the intersection of said common line and the easterly right-of-way line of proposed U.S. Highway 183A, for the most northerly corner of the tract described herein;

THENCE, leaving said Block House Creek, over and across said 133.41 acre tract with said easterly proposed right-of-way line of U.S. Highway 183A the following three (3) courses and distances:

1. S 28° 13' 01" E, a distance of 486.41 feet to a ½-inch iron rod with SAM, Inc. cap set for the beginning of a curve to the right,
2. 781.57 feet along the arc of said curve to the right, through a central angle of 14° 36' 41", having a radius of 3064.79 feet, and a chord which bears S 20° 54' 37" E, a distance of 779.46 feet to a ½-inch iron rod with SAM, Inc. cap set, and

3. S 13° 36' 16" E, a distance of 668.85 feet to a ½-inch iron rod with SAM, Inc. cap set at the intersection of said easterly proposed right-of-way line of US Highway 183A and the north line of a called 25.34 acre of land described in the Trustee Deed To Beneficiary from Paul Weisman, Trustee to GPA Partners and Chingros Family Trust, executed October 20, 1999 and recorded under Document number 199977176, O.R.W.C.TX., further described in a Warranty Deed from Fritz Foss to Herbert Foss, executed March 23, 1993, and recorded in Volume 2273, Page 662, O.R.W.C.TX., from which a ½-inch iron rod found for the northeast corner of said 25.34 acre tract being an interior "ell corner" of said 133.41 acre tract, bears N 69° 37' 42" E, a distance of 539.99 feet;

THENCE S 69° 37' 42" W, with the common line between said 133.41 acre tract and said 25.34 acre tract, a distance of 365.04 feet to a ½-inch iron rod found for the most westerly corner of said 25.34 acre tract, being an angle point in a south line of said 133.41 acre tract, and being the northeast terminus of County Road 185, a variable width right-of-way for which no record information was found by the Surveyor,;

THENCE S 68° 41' 15" W, a distance of 13.91 feet to a ½-inch iron rod found for the northwest terminus of said County Road 185, being a southerly interior "ell corner" of said 133.41 acre tract, and being in the easterly line of a remainder of a called 77.73 acre tract of land described in a Special Warranty Deed from Texas Commerce Bank National Association to Milburn Investments, Inc, executed December 22, 1995, and recorded in Document number 9557956, O.R.W.C.TX.;

THENCE N 19° 43' 42" W, with the common line between said 133.41 acre tract and said 77.73 acre remainder tract, a distance of 461.13 feet to a ½-inch iron rod found at the intersection of said common line and said westerly proposed right-of-way line of US Highway 183A;

THENCE leaving said 77.73 acre tract, over and across said 133.41 acre tract, with said proposed westerly right-of-way line of US Highway 183A the following three (3) courses and distances:

1. N 07° 54' 19" W, a distance of 256.49 feet to a ½-inch iron rod with SAM, Inc cap set for the beginning of a curve to the left,
2. 679.56 feet along the arc of said curve to the left, through a central angle of 14° 36' 40", having a radius of 2684.79 feet, and a chord which bears N 20° 54' 36" W, a distance of 677.72 feet to a ½-inch iron rod with SAM, Inc cap set, and
3. N 28° 23' 06" W, a distance of 261.79 feet to the **POINT OF BEGINNING** and containing 17.25 acres of land, more or less.

Part 2: 3.767 Acres

BEGINNING at a ½-inch iron rod with SAM, Inc. cap set on said easterly proposed right-of-way line of U.S. Highway 183A, at its intersection with the south line of a called 25.34 acre tract of land, being an interior line of said 133.41 acre tract, for the most northerly corner of the tract described herein, from which a ½-inch iron rod found for the southeast corner of said 25.34 acre tract being an interior "ell corner" of said 133.41 acre tract, bears N 68° 49' 44" E, a distance of 693.28 feet;

THENCE S 13° 36' 16" E leaving said 25.34 acre tract, over and across said 133.41 acre tract, with said easterly proposed right-of-way line of U.S. Highway 183A, a distance of 1045.02 feet to a ½-inch iron rod with SAM, Inc cap set at the intersection of said easterly proposed right-of-way line of U.S. Highway 183A, with the common line between said 133.41 acre tract and a called 10.00 acre tract of land described in a General Warranty Deed from Kenneth Webb Whitely to Jim O. Chadwick, executed October 31, 1997, and recorded in Document number 9751730, O.R.W.C.TX., for the southeasterly corner of the tract described herein, from which a ½-inch iron rod found in a southerly line of said 133.41 acre tract being the most northerly corner of said 10.00 acre tract, bears N 89° 07' 10" E, a distance of 734.16 feet;

THENCE S 89° 07' 10" W, with the common line between said 133.41 acre tract and said 10.00 acre tract, a distance of 95.35 feet to a ½-inch iron rod found in a southerly line of said 133.41 acre tract, being the most westerly corner of said 10.00 acre tract, and being an angle point in the east right-of-way line of said County Road 185;

THENCE, with the common line between said 133.41 acre tract and the existing east right-of-way line of said County Road 185 the following two (2) courses and distances:

1. S 68° 46' 06" W, a distance of 10.49 feet to a ½-inch iron rod found, and
2. N 19° 22' 28" W, a distance of 1035.98 feet to a ½-inch iron rod found for a westerly common corner of said 133.41 acre tract, and said 25.34 acre tract, for the northwesterly corner of the tract described herein;

THENCE N 68° 48' 44" E, leaving said existing easterly right-of-way line, with the common line between said 133.41 acre tract, and said 25.34 acre tract, a distance of 210.97 feet to the **POINT OF BEGINNING** and containing 3.787 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83.

THE STATE OF TEXAS §

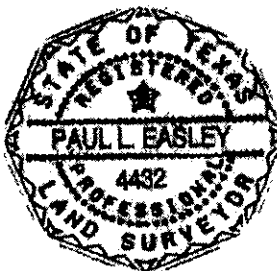
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of April, 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735

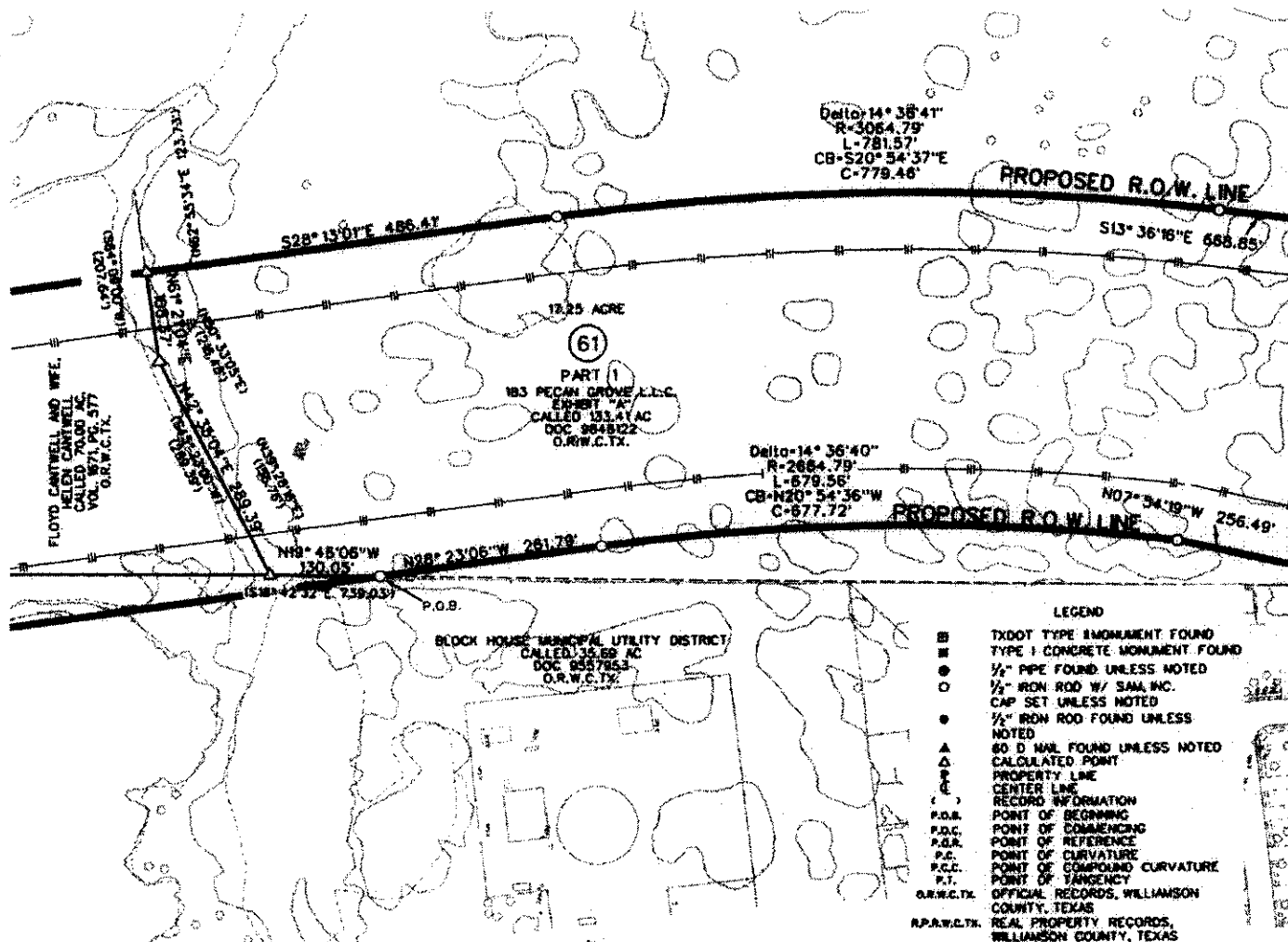


Paul L. Easley
Paul L. Easley
Registered Professional Land Surveyor
No. 4432 - State of Texas

GRAPHIC SCALE
1"=200'

100 0 50 100 200

WALTER CAMPBELL SURVEY,
ABSTRACT NO. 3



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE TRANSPORTATION FACILITY FROM THE ADJOINING PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

APRIL 9, 2004
DATE



PAGE 4 OF 6
REF. FIELD NOTE NO. 3395

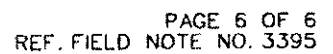


5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0675
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
183 PECAN GROVE L.L.C.

MATCHLINE SHEET 5





5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
183 PECAN GROVE L.L.C.

183A—Parcel 62

REAL ESTATE CONTRACT

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GPA PARTNERS and CHINGROS FAMILY TRUST, (referred to in this Contract as "Seller", whether one or more) 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(s) of land described as follows:

7.697 acres of land located in the Walter Campbell Survey, Abstract No. 3, situated in Williamson County, Texas, being part of that called 25.34 acre tract of land described in the Trustee Deed to beneficiary from Paul Weisman, Trustee to GPA Partners and Chingros Family Trust, executed October 20, 1999 and recorded under document No. 199977176, Official Records of Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 62).

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"), and any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

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

2.01. The purchase price for the Property shall be the sum of THREE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$323,274.00).

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.)

Preliminary Title Commitment

3.02. Within twenty (20) days after the date hereof, Purchaser, at Purchaser's sole cost and expense, shall have caused the Texas American Title Company ("Title Company") to issue a preliminary title report (the "Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. In the event that title to the property is not satisfactory to Purchaser, Seller after notice shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser, or shall provide Purchaser with any assistance reasonably requested as necessary to eliminate or modify such matters. In the event Seller is unable to do so within thirty (30) days after receipt of notice, Purchaser may terminate this Contract and it shall thereupon be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this notice shall not be deemed to be Purchaser's acceptance of the Title Commitment.

Survey

3.03. Within ten (10) days from the date hereof, Purchaser, at Purchaser's sole cost and expense, shall cause to be delivered a current plat of survey of the Property, prepared by a duly licensed Texas land surveyor. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall set forth the number of total acres comprising the Property, together with a metes and bounds description thereof.

If any portion of the survey is unacceptable to Purchaser, then Purchaser shall give Seller notice of this fact. Seller shall promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within ten (10) days after receipt of written notice, Purchaser may terminate this Contract, and the Contract shall thereupon be null and void for all purposes and the Escrow Deposit shall be returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this written notice shall not be deemed to be Purchaser's acceptance of the survey.

Miscellaneous Conditions

3.04. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

(3) The Property herein is being conveyed to Purchaser under threat of condemnation.

(4) Seller acknowledges that the value of the Property has not been determined by an appraisal conducted in accordance with state or federal law and/or rules. Owner agrees to waive the right to have an appraisal of the property done as part of this acquisition, and agrees to sell the property for the amount as stated herein. Owner acknowledges that the compensation it receives will constitute all of the compensation it expects to receive for conveyance of the Property and for any remainder damages, and it expressly waives any claim to any additional compensation for such conveyance from any person or entity.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Title Company on or before May 31, 2004, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Texas American Title, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the purchase price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All special taxes or assessments to the closing date shall be paid by Seller. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of One Thousand Dollars (\$1,000.00), the Escrow Deposit, which shall be paid by the Title Company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

10.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

10.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

10.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

10.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

10.06. Time is of the essence in this Contract.

Gender

10.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

10.08. Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

10.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

10.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Possession and Use Agreement

10.11 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, upon deposit of the Escrow Money with the Title Company and full execution of this contract.

Counterparts

10.12 This Contract may be executed in any number of counterparts.

SELLER:

GPA PARTNERS

By: Albert A. FlangesAlbert A. Flanges
Managing PartnerDate: 4/26/04

CHINGROS FAMILY TRUST

By: 

Its: managing member

Date: 4/26/04

PURCHASER:

County of Williamson

By: _____
John Doerfler, County Judge

710 Main Street, #201
Williamson County Courthouse
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 62
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 62

DESCRIPTION OF A 7.697 ACRE TRACT OF LAND LOCATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT CALLED 25.34 ACRE TRACT OF LAND DESCRIBED IN THE TRUSTEE DEED TO BENEFICIARY FROM PAUL WEISMAN, TRUSTEE TO GPA PARTNERS AND CHINGROS FAMILY TRUST, EXECUTED OCTOBER 20, 1999, AND RECORDED UNDER DOCUMENT NUMBER 199977176, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), FURTHER DESCRIBED IN A WARRANTY DEED FROM FRITZ FOSS TO HERBERT FOSS, EXECUTED MARCH 23, 1893, AND RECORDED IN VOLUME 2273, PAGE 862, O.R.W.C.TX.; SAID 7.697 ACRES, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with SAM, Inc cap set on the south common line of said 25.34 acre tract being an interior line of a called 133.41 acre tract of land described in the General Warranty Deed from Pecan Hide Away, Inc to 183 Pecan Grove, LLC, executed August 18, 1998 and recorded under Document number 9848122, O.R.W.C.TX., and being on the easterly proposed right-of-way line of U.S. Highway 183A, for the southeasterly corner of the tract described herein, from which a 1/2-inch iron rod found for the southeast corner of said 25.34 acre tract, being an interior "ell corner" of said 133.41 acre tract, bears N 68° 49' 44" E, a distance of 693.28 feet;

THENCE S 68° 49' 44" W, with the common line between said 25.34 acre tract and said 133.41 acre tract, a distance of 210.97 feet to a 1/2-inch iron rod found in the existing easterly right-of way line of County Road 185, a variable width right-of-way, for which no record information was found by the Surveyor, for a southeast corner of said 25.34 acre tract, and a westerly common of said 133.41 acre tract, for the most southerly corner of the tract described herein;

THENCE N 20° 46' 43" W, with the said easterly existing right-of way line of County Road 185, a distance of 644.23 feet to a 1/2 inch iron rod with SAM, Inc cap set for the southern most corner of a called 0.89 acre tract of land described in the Warranty Deed from Fritz Foss to O.D. Jaschke and wife, Annie Marie Jaschke, executed July 28, 1983 and recorded under Volume 932, Page 88, Deed Records Williamson County, Texas

THENCE leaving said easterly existing right-of way line of County Road 185, with the common line between said 25.34 acre tract and said 0.89 acre tract, the following three (3) courses and distances:

1. N 61° 48' 06" E, a distance of 154.76 feet to a 1/2-inch iron rod found for the easterly corner of said 0.89 acre tract, being an angle point in said 25.34 acre tract,
2. N 19° 15' 33" W, a distance of 208.35 feet to a 1/2-inch iron rod found for the northerly corner of said 0.89 acre tract, being an angle point in said 25.34 acre tract, and
3. N 89° 07' 26" W, a distance of 171.06 feet to a 1/2-inch iron rod found for the westerly corner of said 0.89 acre tract, being an angle point in said 25.34 acre tract, and being on said existing easterly right-of-way of said County Road 185

THENCE N 19° 56' 34" W, with the said existing easterly right-of-way line of County Road 185, a distance of 330.80 feet to a ½-inch iron rod found for the most westerly corner of said 25.34 acre tract, being northeast terminus of said County Road 185, and being an angle point in a south line of said 133.41 acre tract, for the most westerly corner of the tract described herein;

THENCE N 69° 37' 42" E, with the common line between said 25.34 acre tract and said 133.41 acre tract, a distance of 385.04 feet to a ½-inch iron with SAM, Inc cap set at the intersection of said common line and said easterly proposed right-of-way line of U.S. Highway 183A, from which a ½-inch iron rod found for the northeast corner of said 25.34 acre tract, being an interior "ell corner" of said 133.41 acre tract, bears N 88° 49' 44" E, a distance of 539.88 feet;

THENCE over and across said 25.34 acre tract, with said easterly proposed right-of-way line of U.S. Highway 183A the following five (5) courses and distances:

1. S 13° 38' 16" E, a distance of 205.61 feet to a ½-inch iron rod with SAM, Inc cap set for an angle point,
2. S 16° 07' 48" E, a distance of 272.55 feet to a ½-inch iron rod with SAM, Inc cap set for an angle point,
3. S 13° 38' 16" E, a distance of 450.08 feet to a ½-inch iron rod with SAM, Inc cap set for an angle point,
4. S 08° 03' 17" E, a distance of 151.28 feet to a ½-inch iron rod with SAM, Inc cap set for an angle point, and
5. S 13° 38' 16" E, a distance of 90.58 feet to the POINT OF BEGINNING and containing 7.897 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83.

THE STATE OF TEXAS §

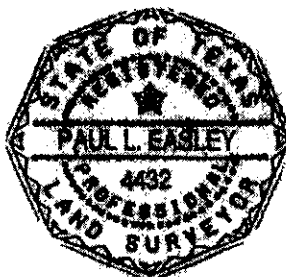
KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS §

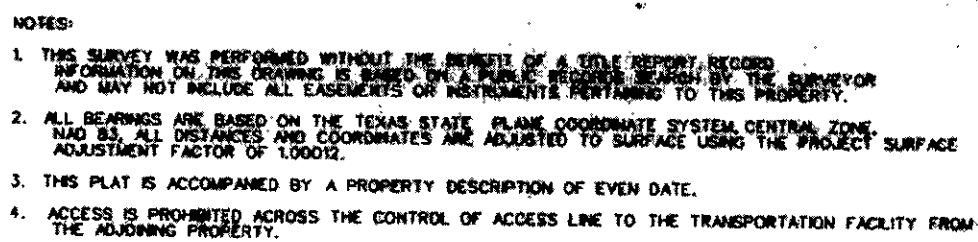
That I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of April, 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735





Paul L. Easley
Registered Professional Land Surveyor
No. 4432 - State of Texas



~~PAUL L. EASLEY~~
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
★
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

PAGE 3 OF 3
REF. FIELD NOTE NO. 3396

| | | |
|---|---|---|
|  | 6508 West Highway 280, Building B Austin, Texas 78738 (512) 331-6576 Fax: (512) 331-3469 | RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF GPA PARTNERS & CHINOS FAMILY TRUST |
|---|---|---|

AGENDA ITEM 32

Discuss and take appropriate action concerning vehicle damage claim against URS by Dorothy Thomas.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To deny payment in the action concerning vehicle damage claim against URS by Dorothy Thomas.

Vote: **5 – 0**

AGENDA ITEM 33

Discuss and take appropriate action concerning legal fee claim against Williamson County by Laurie Nowlin.

Moved: **Commissioner Birkman**

Seconded: **Commissioner Hays**

Motion: To approve payment not to exceed \$10,000 concerning legal fee claim against Williamson County by Laurie Nowlin.

Vote: **5 – 0**

AGENDA ITEM 34

Comments from commissioners.


There were no comments by the Commissioners.

Assistant County Attorney Dale Rye noted that the wording of the legislation regarding that which is commonly known as "Proposition 13" [and is more appropriately known as: Article 8, Section 1-b, Sub-section (h) of the November 2003 Texas Constitution] does not allow the County to call an election without the receipt of a petition signed by five percent (5%) of the registered voters of the county.

COMMISSIONERS' COURT ADJOURNED AT 12:18 A.M. ON TUESDAY, MAY 4, 2004.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 797 inclusive, had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 11th day of May, 2004.

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

By: 
Deputy Clerk