

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 31,2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 4 – 25)

4. Discuss, consider and take appropriate action on a line item transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882-0882-003301	Gasoline	15,000.00
To	0882-0882-003522	Batteries	15,000.00

5. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle assets through Auction including one (1) Ford F250, two (2) Dodge Chargers, one (1) Chevy Tahoe, and three (3) Harley Davidson motorcycles, pursuant to Tx. Local Gov't Code 263.152.
6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
7. Discuss, consider and take appropriate action on approving compensation changes, merit, and any corresponding line item transfers.
8. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Life/AD&D/STD/LTD/Voluntary Benefits under RFP #4333.
9. Discuss, consider and take appropriate action on ratifying approval of amendment to Professional Services Agreement with Tania Glenn, PsyD, LCSW, CTS, for Training and Traumatic Event Response, approved on 10/15/2019, increasing the not-to-exceed amount from \$25,000 to \$50,000 and authorizing the execution of the agreement.
10. Discuss, consider, and take appropriate action on ratifying approval of amendment to Professional Services Agreement with Tania Glenn, PsyD, LCSW, CTS, for Training and Traumatic Event Response, originally approved on 06/13/2017, increasing the not-to-exceed amount from \$25,000 to \$50,000 and authorizing the execution of the agreement.
11. Discuss, consider and take appropriate action on ratifying approval of Loan Agreement with Apple Inc. for Apple equipment to support the operations of the Williamson County Emergency Services Operations Center, exempting this lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).and authorizing the execution of the agreement.

12. Discuss, consider, and take appropriate action on ratifying a Lease Agreement between Williamson County and Williams Scotsman, Inc. for the lease of a temporary office structure, in the amount of \$36,140.29, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).
13. Discuss, consider, and take appropriate action on ratifying Enterprise Agreement between Williamson County and Microsoft and authorizing the execution of the agreement.
14. Discuss, consider and take appropriate action on contract amendment #1 to the Texas State Library Commission contract for the Williamson County Clerk's Office to increase the not to exceed amount to \$119,500, and authorizing execution of the amendment.
15. Discuss, consider and take appropriate action on approving the proposal from Tyler Technologies, Inc. to develop a custom report within the Softcode system to support the operations of the Williamson County Constable's Offices and authorizing execution of the proposal.
16. Discuss, consider and take appropriate action on a Real Estate Contract with Robert H. St. John Jr. and Tisha Marie St. John for Right of Way needed on The O'Connor signal project. (Parcel 2) Funding Source: Road Bonds P281
17. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses for Eric and Tammy Winklemann for Right of Way acquired on The Southeast Loop project (Parcel 82). Funding Source: Corridor P463.
18. Discuss, consider and take appropriate action on a Real Estate Contract with Spring Emerald Forest LLC for Right of Way needed on The O'Connor Signal Project (Parcel 1). Funding Source: Road Bonds P281.
19. Discuss, consider and take appropriate action on a Bill of Sale with Brushy Creek Villages Homeowners Association for Right of Way needed on the O'Connor Signal Project. Funding Source: Road Bond P281
20. Discuss, consider and take appropriate action on a Real Estate Contract with William and Colette Schwartz for right of way needed on the O'Connor Signal Project. (Parcel 4) Funding Source: Road Bonds P281
21. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 30 subdivision - Precinct 4.
22. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rolling Meadows subdivision – Precinct 4.
23. Discuss, consider and take appropriate action on approval of the final plat for the MWalker subdivision – Precinct 3.
24. Discuss, consider and take appropriate action on approval of the final plat for the Alvarado subdivision – Precinct 3.
25. Discuss, consider and take appropriate action on approval of the replat for the Northwest Acres, Lot 8 subdivision – Precinct 2.

REGULAR AGENDA

26. Discuss and take appropriate action to amend the 2019 Community Development Block Grant Annual Action Plan by changing the scope of the Williamson County Crisis Center (Hope Alliance) childcare social service project to Williamson County Crisis Center (Hope Alliance) transitional housing and emergency housing for victims of domestic violence social service project.
27. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$87,060 from North Campus Facilities (P324) to Georgetown Annex (P325).
28. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
29. Discuss, consider and take appropriate action on a line item transfer for the Health District Department.

From/To	Acct No.	Description	Amount
From	0100.0630.004909	Uncompensated Care Program	\$4,400,000.00
To	0100.0630.004905	Payment to Indigents	\$4,300,000.00
To	0100.0630.004063	Admin. Cost, Indigent	\$100,000.00

30. Discuss, consider and take appropriate action on approving the 2019 Road Bond budget allocation recommended by Mike Weaver, Road Bond Manager.
31. Receive updates on the Department of Infrastructure projects and issues.
32. Discuss, consider and take appropriate action on a First Amendment to The Real Estate Contract with Emma. L. Lawhon Family Land Partnership for Right of Way needed on the Corridor C project (Parcel 1). Funding Source: Corridor P459.
33. Discuss, consider and take appropriate action on a Development Agreement with Madison Westinghouse Co-Tenancy for Bell Gin.
34. Discuss, consider and take appropriate action on a Developer Agreement with Bobby Fredrickson regarding the Fredrickson Ranch Subdivision.
35. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

36. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

 - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
 - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
 - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
 - x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - y) Discuss the acquisition of the MKT Right of Way
 - B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- j) Discuss Bell Gin Development Agreement.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

37.

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Reese

38.

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States

District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

39. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

40. Discuss and take appropriate action concerning economic development.
41. Discuss and take appropriate action concerning real estate.
42. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
 - r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
 - t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
 - u) Claim of Regina Wright.
 - v) Law on use of County facilities.
 - w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
 - x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
 - y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
43. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
44. Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 27th day of March, 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 03/31/2020

Fleet Services Line Item Transfer for Batteries

Submitted For: Kevin Teller**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Fleet Services.

Background

To prepare Fleet Services in the event there is a delay in obtaining batteries for vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882-0882-003301	Gasoline	15,000.00
To	0882-0882-003522	Batteries	15,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 03/25/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

03/25/2020 05:39 PM

03/25/2020 05:51 PM

Started On: 03/25/2020 04:38 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 03/31/2020

VE Assets for Auction 3.31.20

Submitted For: Randy Barker**Submitted By:** Randy Barker,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle assets through Auction including one (1) Ford F250, two (2) Dodge Chargers, one (1) Chevy Tahoe, and three (3) Harley Davidson motorcycles, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

V/E Assets for Auction 3.31.20

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Randy Barker

Final Approval Date: 03/25/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

03/25/2020 01:11 PM

03/25/2020 03:07 PM

Started On: 03/25/2020 10:39 AM

Reason for Status Change	ACCIDENT
Department	509 - Building Maintenance
County VIN/Serial Number	1FDBF2A66FEA35302
Equipment/Door Number	BB1488
Year	2015
Make	FORD
Model	F250 RCAB
Comments (mileage, mechanical issues, other info)	TOTAL LOSS DUE TO ACCIDENT. WAS PURCHASED BACK FROM INS CO FOR PARTS, READY FOR AUCTION NOW.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Gina Wrehnsnig 3/2/2020 2:59 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Vehicle was a total loss from insurance.
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 10:59 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/18/2020 11:16 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/18/2020 12:18 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/18/2020 2:24 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3LA43H18H185851
Equipment/Door Number	SA0814
License Plate	DF1J554
Year	2008
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	108,533 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:06 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:21 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:32 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 2:15 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:27 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43V49H578441
Equipment/Door Number	SA0933
License Plate	GWZ0389
Year	2009
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	106,831 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:05 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:18 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:34 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 1:56 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:16 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E08ER214771
Equipment/Door Number	SB1417
License Plate	1175625
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	109,849 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 7:52 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:14 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:36 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 2:11 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:20 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1HD1FMM19FB626185
Equipment/Door Number	SE1555
License Plate	XY3937
Year	2015
Make	Harley Davidson
Model	FLHTP
Comments (mileage, mechanical issues, other info)	requires sceduled maint./tune-up, & battery 28,929 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:18 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:29 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:28 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 2:26 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:38 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1HD1FMM17FB628257
Equipment/Door Number	SE1542
License Plate	XY3933
Year	2015
Make	Harley Davidson
Model	FLHTP
Comments (mileage, mechanical issues, other info)	Exhaust system needs repair 61,531 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:24 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:32 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 2:36 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:41 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1HD1FMM1XGB656040
Equipment/Door Number	SE1683
License Plate	1602XY
Year	2016
Make	Harley Davidson
Model	FLHTP
Comments (mileage, mechanical issues, other info)	Transmission failed 53,573 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:15 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/10/2020 8:27 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/19/2020 3:30 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/20/2020 2:22 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/20/2020 2:33 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 03/31/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Position Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 03/25/2020

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

03/25/2020 02:53 PM

03/25/2020 03:12 PM

Started On: 03/25/2020 12:52 PM

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Juvenile Services	1170	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Reclass: Grade change from Nurse Supervisor (B.23) to Nurse Supervisor (B.28).	4/3/2020

Commissioners Court - Regular Session**7.****Meeting Date:** 03/31/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, merit, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 03/25/2020

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

03/25/2020 01:01 PM

03/25/2020 03:20 PM

Started On: 03/25/2020 12:52 PM

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Information Systems	IT Director II.0953.001100.	10605	\$125,369.66	\$1,066.52	0.85	\$126,436.18	\$ 2,067.74	MERIT	3-Apr-20
Information Systems	Warehouse Coordinator II.0726.001100.	11832	\$49,410.73	\$0.00	0	\$49,410.73	\$ 1,482.00	MERIT	3-Apr-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0503	001100	4616.26	
01	0100	0503	001130		4616.26

Commissioners Court - Regular Session**8.****Meeting Date:** 03/31/2020

Advertisement Approval 4333 RFP Life/AD&D/STD/LTD/Voluntary Benefits

Submitted For: Randy Barker**Submitted By:** Thomas Skiles,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Life/AD&D/STD/LTD/Voluntary Benefits under RFP #4333.

Background

Williamson County is seeking a qualified provider to provide policies for Group Life, Voluntary Life, Short Term Disability, Long Term Disability, Critical Illness, Accident, Pre-Paid Legal and Identity Theft. Department point of contact Shelley Loughrey. Funding source 01.0885.0885.004058 (Group Life Premiums). Voluntary coverage elections are funded by Employee Voluntary Contributions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

03/26/2020 11:21 AM

County Judge Exec Asst.

Andrea Schiele

03/26/2020 11:31 AM

Form Started By: Thomas Skiles

Started On: 03/26/2020 11:01 AM

Final Approval Date: 03/26/2020

Commissioners Court - Regular Session**9.****Meeting Date:** 03/31/2020

Addendum to PSA Training and Traumatic Event Response EMS

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying approval of amendment to Professional Services Agreement with Tania Glenn, PsyD, LCSW, CTS, for Training and Traumatic Event Response, approved on 10/15/2019, increasing the not-to-exceed amount from \$25,000 to \$50,000 and authorizing the execution of the agreement.

Background

This addendum is necessary due to the increased demand on services in relation to the COVID-19 crisis. The agreement was signed by the County Judge prior to placing on the agenda to obtain additional services immediately. Any expenses related to this contract during the COVID-19 response period will be charged to 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Addendum EMS

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

03/26/2020 09:28 AM

County Judge Exec Asst.

Andrea Schiele

03/26/2020 10:05 AM

Form Started By: Kerstin Hancock

Started On: 03/24/2020 11:23 AM

Final Approval Date: 03/26/2020

COUNTY OF WILLIAMSON §

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tania Glenn, PsyD, LCSW, CTS** (hereinafter "Provider") acting by and through Tania Glenn & Associates, PA. County agrees to engage Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Original Agreement signed by Provider on October 9, 2019, including attached exhibits; and
- B. This Williamson County Addendum.

Compliance with All Laws: Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

III.

Cost and Payment: This amendment will change the compensation cap set forth in the original agreement (under paragraph III) from twenty-five thousand dollars (\$25,000) to **fifty thousand dollars (\$50,000)** during any term of this Agreement.

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Provider:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Mar 23, 2020)

Authorized Signature

Date: Mar 23, 2020, 2020

Tania Glenn, PsyD, LCSW
Tania Glenn, PsyD, LCSW (Mar 23, 2020)

Authorized Signature

Date: Mar 23, 2020, 2020

Commissioners Court - Regular Session**10.****Meeting Date:** 03/31/2020

Addendum to PSA Training and Traumatic Event Response for Sheriff's Office

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying approval of amendment to Professional Services Agreement with Tania Glenn, PsyD, LCSW, CTS, for Training and Traumatic Event Response, originally approved on 06/13/2017, increasing the not-to-exceed amount from \$25,000 to \$50,000 and authorizing the execution of the agreement.

Background

This addendum is necessary due to the increased demand on services in relation to the COVID-19 crisis. The agreement was signed by the County Judge prior to placing on the agenda to obtain additional services immediately. Any expenses related to this contract during the COVID-19 response period will be charged to 01.0100.0494.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Addendum SO

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/26/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

03/26/2020 09:50 AM

03/26/2020 10:06 AM

Started On: 03/24/2020 11:31 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR THE
WILLIAMSON COUNTY SHERIFF'S OFFICE
(Dr. Tania Glenn, PsyD, LCSW, CTS)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tania Glenn, PsyD, LCSW, CTS** (hereinafter "Provider") acting by and through Tania Glenn & Associates, PA. County agrees to engage Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Original Agreement signed by Provider on June 2, 2017, including attached exhibits; and
- B. This Williamson County Addendum.

II.

Compliance with All Laws: Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

III.

Cost and Payment: This amendment will change the compensation cap set forth in the original agreement (under paragraph III) from twenty-five thousand dollars (\$25,000) to **fifty thousand dollars (\$50,000)** during any term of this Agreement.

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Provider:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Mar 23, 2020)

Authorized Signature

Date: Mar 23, 2020, 2020

Tania Glenn, PsyD, LCSW
Tania Glenn, PsyD, LCSW (Mar 23, 2020)

Authorized Signature

Date: Mar 23, 2020, 2020

Commissioners Court - Regular Session**11.****Meeting Date:** 03/31/2020

Ratification of Loan Apple Loan Agreement for mac books and Ipads

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying approval of Loan Agreement with Apple Inc. for Apple equipment to support the operations of the Williamson County Emergency Services Operations Center, exempting this lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).and authorizing the execution of the agreement.

Background

This is for the lease of ten (10) Wi-Fi 32 GB iPads, nine (9) MacBook Pro Notebooks with 15-inch screens, and one (1) MacBook Pro Notebook with 13-inch screen, necessary due to the COVID-19 crisis. There is no cost to the County. This agreement was fully executed prior to Commissioners Court approval so the equipment could be ordered immediately to avoid additional delays. Department Contact: Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

executed agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/26/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2020 11:27 AM
Form Started By: Kerstin Hancock		Started On: 03/26/2020 09:49 AM
Final Approval Date: 03/26/2020		



® Apple Equipment Loan Agreement

This Apple Equipment Loan Agreement (the "Agreement") is made and entered into as of Recipient's acceptance of the terms and conditions of the Agreement ("Effective Date"), by and between Apple Inc., a California corporation having its principal place of business at One Apple Park Way, Cupertino, CA 95014 ("Apple") and Williamson County, Texas, having its principal place of business at, 710 Main St., Georgetown, TX 78626 ("Recipient").

Purpose

Apple wishes to loan certain Equipment to Recipient, and Recipient wishes to borrow the Equipment. Recipient's use of such Equipment shall be governed by the terms and conditions of the Agreement set forth below.

1. DEFINITIONS

"**Equipment**" means the Apple equipment, software, supplies, or other materials listed in Exhibit A, including all spare and maintenance parts.

"**Loan Period**" means the period of time from the Start Date to the End Date listed in Exhibit A.

"**Purpose**" means that Recipient will borrow the Equipment to equip Recipient's field teams with field test support to respond to the COVID-19 pandemic.

2. OWNERSHIP AND DELIVERY

2.1 Equipment Delivery. Apple will, at its expense, arrange for delivery of Equipment to Recipient, as Apple in its sole discretion deems appropriate.

2.2 Equipment Title & Interest. Title to the Equipment will remain vested in Apple. Nothing in this Agreement will be construed as conveying to the Recipient any right, title, or interest in the Equipment, except as a borrower and only for the limited Purpose as set forth herein. Recipient will not directly or indirectly cause, create, or permit to exist any mortgage, security interest, lien, encumbrance or claim against the Equipment, title thereto, or any interest therein. Recipient, at its expense, will promptly take such action as may be necessary to duly discharge any such mortgage, security interest, lien, encumbrance, or claim against the Equipment, title thereto, or any interest therein, if it arises.

3. RECIPIENT'S RESPONSIBILITIES

3.1 Taxes & Duties. If and to the extent applicable, Recipient will pay all taxes, duties, or other imposts levied on the Equipment or its use during the Term.

3.2 Risk of Loss or Damage. Recipient will be responsible for physical loss of or damage to the Equipment while in the possession or control of Recipient, and will use its best efforts to prevent loss, theft and damage of the Equipment and return it to Apple at the end of the Loan Period. Recipient assumes this liability as of the time Recipient takes possession of the Equipment or when the common carrier or other entity selected by Apple to deliver the Equipment to Recipient surrenders possession of the same to Recipient or its agent, whichever is earlier. Recipient's liability under this section ends when Recipient returns the Equipment to Apple in the same condition as it was provided to Recipient, less reasonable wear and tear. Recipient will reimburse Apple for physical loss or damage to Equipment in an amount equal to the cost of the damaged or lost Equipment as specified in Apple's consumer price list ("Apple Price List") as of the Effective Date of this Agreement, unless Apple waives reimbursement in writing.

3.3 Equipment Setup & Repair. Recipient is responsible for Equipment setup and packaging throughout the Term. Recipient is required to contact Apple to authorize any Equipment repair.

3.4 Equipment Modification & Use. Recipient agrees not to change, alter, or otherwise modify the Equipment without Apple's prior written permission. Recipient will allow Apple to make any changes, alterations, modifications, or exchanges, as Apple, in its sole discretion, deems necessary or desirable. Recipient agrees to only use the Equipment for the Purpose stated in this Agreement and will not copy, or otherwise reproduce, reverse engineer, disassemble, or decompile any software components, training product or other components of the Equipment.

3.5 Equipment Location & Inspection. The Equipment must remain at Recipient's facilities of operations or, if not at its facilities of operations, must remain under Recipient's control, or such other address as Apple approves in writing prior to Equipment removal. Any mobile device may be temporarily moved to locations near the ship to location. Equipment shall not be removed from the United States at any time during the Term. Apple shall have the right to inspect the Equipment upon forty-eight (48) hours written notice to Recipient.

3.6 Equipment Return. Recipient must return the Equipment to an Apple representative within seven (7) days from the Loan Period expiration or termination of this Agreement. If Recipient does not return the Equipment within such time, Apple will invoice Recipient an amount equal to the cost of the Equipment as specified in the Apple Product Price List as of the Effective Date and Recipient agrees to pay such amount within thirty (30) days of the invoice date. Apple has no obligation to return any media or content incorporated into the Equipment if Equipment is returned with such media or content. Nor will Apple have any liability for removing or not removing any such content or media from the Equipment after its return.

3.7 Financing Statement. At Apple's request, Recipient shall cooperate with Apple in executing one or more financing statements regarding any or all of the Equipment, pursuant to the Uniform Commercial Code. Recipient acknowledges and agrees that nothing in this Agreement will allow Recipient to claim the Equipment as part of Recipient's assets subject to liquidation should Recipient declare bankruptcy.

3.8 Privacy; Standards of Care. Recipient will not provide Apple with user data or any other user information that Recipient collects or otherwise has access to in connection with using the Equipment ("Information"). Further, to the extent that Recipient will receive, access or store any data from or about users in connection with using the Equipment then Recipient agrees to: (1) maintain the Information in strict confidence, using the degree of care appropriate to avoid unauthorized access, use, or disclosure; (2) use and disclose the Information exclusively for the purposes for which the Information was collected or accessed to respond to the COVID-19 pandemic; (3) not, directly or indirectly, disclose the Information to any unauthorized person or organization without express written consent from the person to which the Information relates, unless and to the extent required by applicable law; and (4) comply with all laws and other policies that apply to the collection, access, use, storage, disposal, and disclosure of the Information.

4. LIMITATION OF LIABILITY

4.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (A) APPLE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND (B) IN NO EVENT SHALL APPLE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, OR UNAVAILABILITY OF DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. THE REMEDIES OFFERED BY APPLE UNDER THIS AGREEMENT REPRESENT RECIPIENT'S SOLE AND EXCLUSIVE REMEDY.

4.2 THE PARTIES HEREBY AGREE THAT THE TERMS CONCERNING INDEMNITY, WARRANTY DISCLAIMER AND THE ABOVE LIMITATIONS OF LIABILITY REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

5. WARRANTY DISCLAIMER

THE EQUIPMENT IS PROVIDED TO RECIPIENT "AS IS." APPLE HEREBY DISCLAIMS, AND RECIPIENT HEREBY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION

To the extent not prohibited by Texas law, Recipient will defend, indemnify, and hold Apple, its affiliates, officers, directors and personnel, harmless from and against any and all claims, demands, and allegations, against Apple, or any of its affiliates or personnel, including costs, damages, liabilities and fees (including reasonable attorney and other professional fees), that arise out of or in connection with this Agreement or Recipient's possession or operation of the Equipment (the "Damages"). The Damages will not apply to claims arising solely from the Equipment's infringement of a third party's copyright, patent, trade secret, mask work, or trademark rights on the condition that such claims are not caused by any act, omission, or breach by Recipient or any misuse, modification,

or combination of the Equipment with other materials, technology, equipment or information.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Equipment is returned to Apple in accordance with the terms of this Agreement. Notwithstanding anything in the foregoing, in no event shall the loan of the Equipment exceed the Loan Period without Apple's prior written consent (the "Term").

7.2 Termination. Either party may terminate this Agreement with written notice to the other. Upon such termination, Recipient shall return the Equipment to Apple in accordance with Section 2.6 of this Agreement.

7.3 Survival. Upon expiration or termination of this Agreement, all defined terms and the following sections shall remain in effect: 2.2, 3.1, 3.2, 3.6, 3.8, 4, 5, 6, 7.1, 7.3, 8, and 9. Any additional obligations that expressly or by their nature are intended to continue after the termination or expiration of this Agreement shall survive and remain in effect.

8. BUSINESS ETHICS

8.1 Recipient agrees that Recipient: (i) has reviewed and understands the policies included or referenced in this Agreement with respect to ethical business conduct; and (ii) will fully comply with all such policies.

8.2 Recipient agrees and will comply throughout the Term with all applicable laws and regulations enacted to address bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA"), the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (the "OECD Convention") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Recipient shall not, directly or indirectly, pay, offer, promise, or give anything of value (including any amounts paid or credited by Apple to Recipient) to any employee or official of a government, government controlled enterprise or company, political party, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business to Apple. Additionally, Recipient, to the extent permissible by law, shall notify Apple of any circumstance whereby, to the best of the Recipient's knowledge, an owner, partner, officer, director or an employee of the Recipient who is assigned to a current or prospective Apple customer account has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.

8.3 Recipient represents and warrants that: (i) all information provided to Apple in connection with this Agreement is complete and true; and (ii) any and all information required or requested by Apple during the Term will be complete and true.

9. GENERAL TERMS

9.1 Assignment. Recipient will not assign this Agreement, or any of the rights or obligations hereunder without the Apple's prior written consent. Any attempted assignment by Recipient will be null and void. Apple may assign this Agreement, any Equipment, and any of its rights hereunder, as Apple in its sole discretion deems necessary or appropriate. The provisions of this Agreement shall be binding upon and inure to the benefit of Apple and Recipient, their successors, and permitted assigns.

9.2 Governing Law/Venue. If Recipient is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Recipient is located. If Recipient is not a public institution or agency, this Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of laws provisions. In the event that litigation commences, the parties agree that the venue shall be Santa Clara County, California.

9.3 Notice. Any notice under this Agreement must be in writing and will be deemed given when delivered personally or sent by email, fax, or commercial overnight courier specifying next-day delivery, with written confirmation of receipt. Notices to Apple will be sent to the following address:

Apple Inc.
Attn: Genevieve Wyman
One Apple Park Way, MS: 169-5CL
Cupertino, CA 95014

With a copy to:
Apple Inc.
Attn: Apple Legal Dept., Ray Fernando
One Apple Park Way, MS 169-5CL
Cupertino, CA 95014

Notice to Recipient will be sent to the address set forth in the first paragraph of this Agreement. Either party may give notice of a change of address for receipt of notices by giving notice in accordance with this section.

9.4 Severability. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and be construed to effectuate Apple's and Recipient's intentions in executing it.

9.5 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce afterward that or any other provision of this agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

9.7 Headings & Construction. Section headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

9.8 Modification. Any modifications of this Agreement shall be in writing and signed by authorized representatives of both Apple and Recipient.

9.9 Compliance with Laws. Each party will comply with all applicable laws and regulations (including, without limitation, the laws and regulations of the U.S. Government relating to export, import, labor and employment) and defend and hold the other harmless from any expense or damage resulting from its violation or alleged violation in the performance of this Agreement.

9.10 Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between Apple and Recipient with respect to the subject matter, and any and all previous written or oral agreements are expressly canceled. Apple and Recipient acknowledge that it is not entering this Agreement on the basis of any representations not expressly contained in this Agreement.

9.11 Authority. Recipient represents and warrants that it has all right, power and authority under applicable law to enter into and perform this Agreement and that the person signing below has the requisite legal authority to bind Recipient to the terms of this Agreement.

9.12 Publicity. Recipient will not use Apple's name, logo, trademarks, or service marks in any advertising, communications, or publications or quote Apple representatives in its communications, without Apple's prior review and written consent.

EXHIBIT A

Start Date: 3/23/2020

End Date: 9/30/2020

Equipment Loaned

<u>QTY.</u>	<u>Model</u>	<u>Configuration</u>
10	MP2FLL/A	iPad Wi-Fi 32 GB – Space Gray
9 MacBook Pro	MV90xx/A	MacBook Pro Notebook with 15 inch screen
1 MacBook Pro	MUHN2xx/A	MacBook Pro Notebook with 13 inch screen

Recipient certifies that it is permissible under applicable laws and policies for Recipient to accept this Equipment.
The duly authorized representative of the Recipient executes this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

APPLE INC.

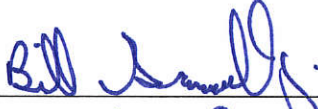
By: 

Printed Name: Lisa P. Jackson

Title: VP, Environment, Policy and Social Initiatives

Date: 3/24/20

RECIPIENT

By: 

Printed Name: Bill Grapelli Sr.

Title: County Judge

Date: 3-23-2020

1. The first part of the paper
discusses the general theory of
the subject and the various
methods of investigation.

Commissioners Court - Regular Session**12.****Meeting Date:** 03/31/2020

Ratifying Lease Agreement for Temporary Office Building

Submitted For: Randy Barker**Submitted By:** Thomas Skiles,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying a Lease Agreement between Williamson County and Williams Scotsman, Inc. for the lease of a temporary office structure, in the amount of \$36,140.29, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).

Background

This lease agreement is for a temporary office structure which will be located on premise at the ESOC to provide additional space needed for those aiding in the response to COVID-19. This agreement is for a 3-month term in the amount of \$36,140.29. Due to the COVID-19 crisis this agreement was signed by the County Judge prior to Commissioners Court approval. Department point of contact Michael Shoe. Funding source 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/26/2020 09:56 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2020 10:07 AM
Form Started By: Thomas Skiles		Started On: 03/26/2020 09:51 AM
Final Approval Date: 03/26/2020		



Williams Scotsman, Inc.
16200 Central Commerce Drive
Pflugerville, TX 78660

Your Williams Scotsman Representative
Edward Tyson
Phone: (512)930-0566 Ext. 46318
Fax: 512-930-1471
Email: emtyson@willscot.com
Toll Free: 800-782-1500

Contract Number:1244171
Revision: 3
Date: March 19, 2020

Lease Agreement		
Lessee: 2350127 County Of Williamson 710 Main St Ste 201 Georgetown, Texas, 78626	Contact: Tom Stanfield Phone: 512 818 4180 Fax:	Ship To Address: 911 Tracey Chambers Drive GEORGETOWN, TX, 78626 Delivery Date(on or about): 3/20/2020 3/20/2020 3/20/2020
E-mail: tom.stanfield@wilco.org		

Rental Pricing Per Month		Quantity	Price	Extended
60x48 Redi Plex (56x48 Box)	Unit Number:	1	\$5,046.00	\$5,046.00
Steps - OSHA Aluminum Rental		2	\$67.00	\$134.00
Minimum Lease Term: 3 Months		Total Monthly Building Charges:		\$5,046.00
		Subtotal of Other Monthly Charges:		\$134.00
		Total Rental Charges Per Month:		\$5,180.00
Delivery & Installation				
Block and Level		1	\$9,137.14	\$9,137.14
Delivery Freight		4	\$547.70	\$2,190.80
		Total Delivery & Installation Charges:		\$11,327.94
Final Return Charges*				
Teardown		1	\$7,081.55	\$7,081.55
Return Freight		4	\$547.70	\$2,190.80
		Due On Final Invoice*:		\$9,272.35
Total Charges Including (3) Month Rental, Delivery, Installation & Return**:				\$36,140.29

Scope Of Work
Unit will come with 4 Premium Office packages and 1 Premium Conference package

Summary of Charges		
Model: RP6048	QUANTITY: 1	Total Charges for (1) Building(s): \$36,140.29



Williams Scotsman, Inc.
16200 Central Commerce Drive
Pflugerville, TX 78660

Your Williams Scotsman Representative
Edward Tyson
Phone: (512)930-0566 Ext. 46318
Fax: 512-930-1471
Email: emtyson@willscot.com
Toll Free: 800-782-1500

Contract Number:1244171
Revision: 3
Date: March 19, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	RP6048	\$110616.00	

Lessee:Williamson, County Of

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee: is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If **Lessee:** fails to deliver the required certificate of insurance, **Lessee:** understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

WILLSCOT

Williams Scotsman, Inc.
16200 Central Commerce Drive
Pflugerville, TX 78660

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Clarifications

*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: _____

A/P Email on File: _____

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

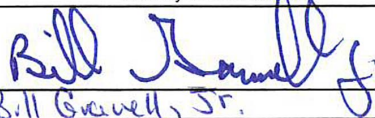
710 Main St Ste 201
Georgetown Texas 78626

Enter a new billing address: _____

Signatures

Lessee:: County Of Williamson

Signature:



Print Name: Bill Gravelly Jr.

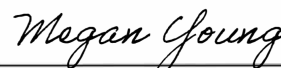
Title: County Judge

Date: 3-19-20

PO#

Lessor: Williams Scotsman, Inc.

Signature:



Print Name: Megan Young

Title: Customer Success Specialist

Date: 03/23/2020

PLEASE RETURN SIGNED AGREEMENT TO: AUSLeases@willscot.com

Commissioners Court - Regular Session**13.****Meeting Date:** 03/31/2020

Ratifying Microsoft EA agreement

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying Enterprise Agreement between Williamson County and Microsoft and authorizing the execution of the agreement.

Background

This is a supplement to the renewal of the Enterprise Agreement for Microsoft Office Products, approved in Commissioners Court on 2/25/2020 under agenda item #22, so additional licenses can be added without delay. This was signed by the County Judge prior to Commissioners Court approval to expedite the request during the COVID-19 crisis. Department Contact: Jim Daniels. The funding for the additional licenses to support operations during the COVID-19 crisis will be provided by 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/26/2020 11:23 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2020 11:32 AM
Form Started By: Kerstin Hancock		Started On: 03/26/2020 09:56 AM
Final Approval Date: 03/26/2020		



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

62421705

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

59861124

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
 - ☐ Enrolled Affiliate and all Affiliates
 - ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
 - ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Williamson County

Contact name* First Jim **Last** Daniels

Contact email address* jdaniels@wilco.org

Street address* 301 SE Inner Loop Blvd., Suite 105

City* Georgetown

State* TX

Postal code* 78626-8207-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 512.943.1485

Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Jim Last Daniels
Contact email address* jdaniels@wilco.org
Street address* 301 SE Inner Loop Blvd., Suite 105
City* Georgetown
State* TX
Postal code* 78626-8207-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 512.943.1485

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Jim Last Daniels
Contact email address* jdaniels@wilco.org
Phone* 512.943.1485

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Amanda Bongiovi
Phone* 1-888-764-8888
Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

01E73535

7-SZ7IWEWT2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	CTM-CTC-OTC-CTM; M624; M626; M97 (NEW)
Product Selection Form	0934131.014_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Williamson County
Signature* <u>Judge Bill Gravell</u> <small>Judge Bill Gravell (Mar 25, 2020)</small>
Printed First and Last Name* Judge Bill Gravell
Printed Title County Judge
Signature Date* Mar 25, 2020
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Commissioners Court - Regular Session**14.****Meeting Date:** 03/31/2020

Texas State Library Commission Contract Amendment

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on contract amendment #1 to the Texas State Library Commission contract for the Williamson County Clerk's Office to increase the not to exceed amount to \$119,500, and authorizing execution of the amendment.

Background

This contract amendment will increase the County Clerk's microfilm imaging contract with the Texas State Library Commission from \$92,200 to \$119,500. This is an increase of \$27,300 for potential imaging costs. The original contract was approved on 8/13/2019. Legal and contract audit have reviewed this amendment. This expenditure will be charged to 01.0385.0385.004550. Department contact is County Clerk Nancy Rister. Texas State Library Commission will sign this agreement after Williamson County has approved and signed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment 1

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 03/26/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

03/26/2020 11:14 AM

03/26/2020 11:15 AM

Started On: 03/24/2020 11:00 AM

Contract Amendment #1
Storage Services for Fiscal Year 2020
Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-20-1246
HHSC Contract or Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending August 31, 2020. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from \$92,200.00 to \$119,500.00, an increase of \$27,300.00 for potential Imaging costs incurred before August 31, 2020.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____ Date: _____
Bill Gravell, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____ Date: _____
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS

The Receiving Agency must sign the amendment and return via email to ar@tsl.texas.gov or via mail to:

Texas State Library and Archives Commission
Attention: Accounting
Box 12516
Austin, TX 78711-2516

Commissioners Court - Regular Session**15.****Meeting Date:** 03/31/2020

Softcode

Submitted For: Randy Barker**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the proposal from Tyler Technologies, Inc. to develop a custom report within the Softcode system to support the operations of the Williamson County Constable's Offices and authorizing execution of the proposal.

Background

This proposal will be for Tyler Technologies to develop a custom deposit revenue report for the Constable's Offices within the Softcode system at the request of the Treasurer's Office. There will be no charge to the County and the proposal is only required for Tyler Technologies to track man-hours for the project. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 03/26/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

03/26/2020 11:19 AM

03/26/2020 11:25 AM

Started On: 03/25/2020 09:41 AM



softcode™

a tyler courts & justice solution

Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Williamson County Constable's Office**
Georgetown, TX
Deposit Revenue Report (7645558)

Proposal Date: March 10, 2020

Submitted by: Jake Ross
TYLER TECHNOLOGIES, INC.
COURTS & JUSTICE SOLUTIONS
62 Forest St.
Suite 130
Marlborough, MA 01752
774-348-3000
Jake.Ross@tylertech.com

Investment Summary

Williamson County Constable's Office Proposal

Custom Report Request: Deposit Revenue Report (7645558)



softcode

a tyler courts & justice solution

Cost Breakdown

Proposal Valid for 180 Days

		Annual M&S	
Software License Fees	Cost	Initial Year	2nd Year
CivilServe, includes:	\$0	\$0	\$0
CivilView (Attorney Portal)			
SalesWeb (Sheriff's Sales Portal)			
CivilMobile Server			
CivilMobile Client License	\$0	\$0	\$0
License Fees	\$0	\$0	\$0
Services	Hours	Cost	
Project Services	0.00	\$0	
Technical Services	6.00	\$1,092	
Implementation Services	2.24	\$408	
Services	8.24	\$1,500	
Waived - Part of Original Report Scope		(\$1,500)	
Project Total		\$0	

Professional Services

Williamson County Constable's Office Proposal
Custom Report Request: Deposit Revenue Report (7645558)



Project Services by Activity

Proposal Valid for 180 Days

Project Services	Months	PM Dedication	Hours	Rate/Hour	Cost
Project Management		0%	0.00	204.00	\$0.00
			0.00		\$0.00
Technical Services		Days	Hours	Rate	Cost
Data Conversion		n/a	n/a	n/a	n/a
Personalization & Report Customization		0.38	3.00	182.00	\$546.00
County specific Modifications		0.38	3.00	182.00	\$546.00
Interfaces		0.00	0.00	182.00	\$0.00
Subtotal - Technical Services			6.00		\$1,092.00
Implementation Services		Days	Hours	Rate	Cost
Site Visit (includes Travel Expenses)		0.00	n/a	2,380.00	\$0.00
Business Analysis and Process Planning		0.00	0.00	204.00	\$0.00
Configuration & Deployment		0.28	2.24	182.00	\$408.00
Training (includes Travel Expenses)		0.00	n/a	1,875.00	\$0.00
Follow-up Training		0.00	n/a	1,875.00	\$0.00
Subtotal - Implementation Services			2.24		\$408.00
Waived - Part of Original Report Scope					-\$1,500.00
Total Services			8.24		\$0.00

Agreed to and accepted by:

Tyler Technologies

Approved by:

Jake Ross

Approved Date:

3/11/2020

Williamson County Constable's Office

Approved by:

Approved Date:

Assumptions and Notes

Williamson County Constable's Office Proposal
Custom Report Request: Deposit Revenue Report (7645558)



Project Assumptions

Proposal Valid for 180 Days

Project Scope

Williamson County TX would like the following changes on their custom Deposit Revenue report

- * Change "Dept" label to "Source Code"
- * Fill in Source Code based on receipt category
- * Print all receipt numbers in the deposit above the G/L table
- * New parameters for bag # and user's phone extension

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This report will be delivered to Williamson County Constable's Office's production database for end user testing.
Once the report has been approved any changes may be subject to additional costs.

Terms

- Professional Services will be invoiced based on the following milestones:

Delivery of new report to Williamson's	100%
production environment.	

Commissioners Court - Regular Session**16.****Meeting Date:** 03/31/2020

Real Estate Contract O'Connor Signal Project

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Robert H. St. John Jr. and Tisha Marie St. John for Right of Way needed on The O'Connor signal project. (Parcel 2) Funding Source: Road Bonds P281

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

St. John Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:09 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:02 AM

Final Approval Date: 03/26/2020

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT H. ST. JOHN, JR. AND TISHA MARIE ST. JOHN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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:

All of that certain 0.001 acre (60 SF) tract of land situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, being a portion of Lot 37, Block A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., a subdivision of record in Cabinet E, Slides 258-260 of the plat records of Williamson County, Texas and corrected in Volume 1272, Page 249 of the Official Records of Williamson County, Texas, described in General Warranty Deed to Robert H. St. John and Tisha Marie St. John, Husband and Wife recorded in Document No. 2014010313 of the Official Public Records of Williamson County, Texas; said 0.001 acre (60 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**);

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$1,500.00).

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).

Miscellaneous Conditions

3.02. 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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 5, 2020, 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 or in the contract (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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and 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", if applicable; 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".

- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) 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. 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 party incurring same respectively.

ARTICLE VI 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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

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

Compliance

8.09. 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

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

By: Robert H. St. John Jr
ROBERT H. ST. JOHN, JR.

Date: MARCH 16, 2020

Address: 17317 Ennis Trail

Austin, Tx 78717

By: Tisha Marie St. John
TISHA MARIE ST. JOHN

Date: March 16, 2020

Address: 17317 Ennis Trail

Austin, TX 78717

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel : 2
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.001 ACRE (60 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 37, BLOCK A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., A SUBDIVISION OF RECORD IN CABINET E, SLIDES 258-260 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1272, PAGE 249 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO ROBERT H. ST. JOHN AND TISHA MARIE ST. JOHN, HUSBAND AND WIFE RECORDED IN DOCUMENT NO. 2014010313 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.001 ACRE (60 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set, being in the northerly Right-of-Way (ROW) line of O'Connor Drive (80' ROW width), same being in the southerly boundary line of said Lot 37, for the westerly corner and **POINT OF BEGINNING** of the herein described tract, and from which, a 1/2" iron rod found, being the northwesterly corner of said Lot 37 in the southerly ROW line of Village Oak Loop (50' ROW width), bears N 67°11'57" W, at a distance of 6.87 feet, the calculated southwesterly corner said Lot 37 and continuing N 07°53'20" E, with the common boundary line of said Lot 37 and Lot 36, Block A, at a distance of 114.02 feet;

- 1) **THENCE**, departing said existing ROW line, through the interior of said Lot 37, with the proposed ROW line of said O'Connor (ROW width varies), **S 73°02'38" E**, for a distance of **33.89** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the common boundary line of said Lot 37 and Lot 38, Block A of said subdivision, for the northeasterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "B & G Surveying" found in the southerly ROW line of Village Oak Loop (50' ROW width), being the common northerly corner of said Lot 37 and said Lot 38 bears N 07°53'20" E, at a distance of 110.30 feet;
- 2) **THENCE**, with said common boundary line of Lot 37 and Lot 38, same being said proposed ROW line, **S 07°53'20" W**, for a distance of **3.57** feet to the calculated common southerly corner of Lot 37 and Lot 38, for the southeasterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "B & G Surveying" found bears, with said existing ROW line, **S 67°11'57" E**, at a distance of 0.60 feet;
- 3) **THENCE**, departing said proposed ROW line, with said existing ROW line, same being the southerly boundary line of said Lot 37, **N 67°11'57" W**, for a distance of **34.63** feet to the **POINT OF BEGINNING**, containing 0.001 acre (60 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

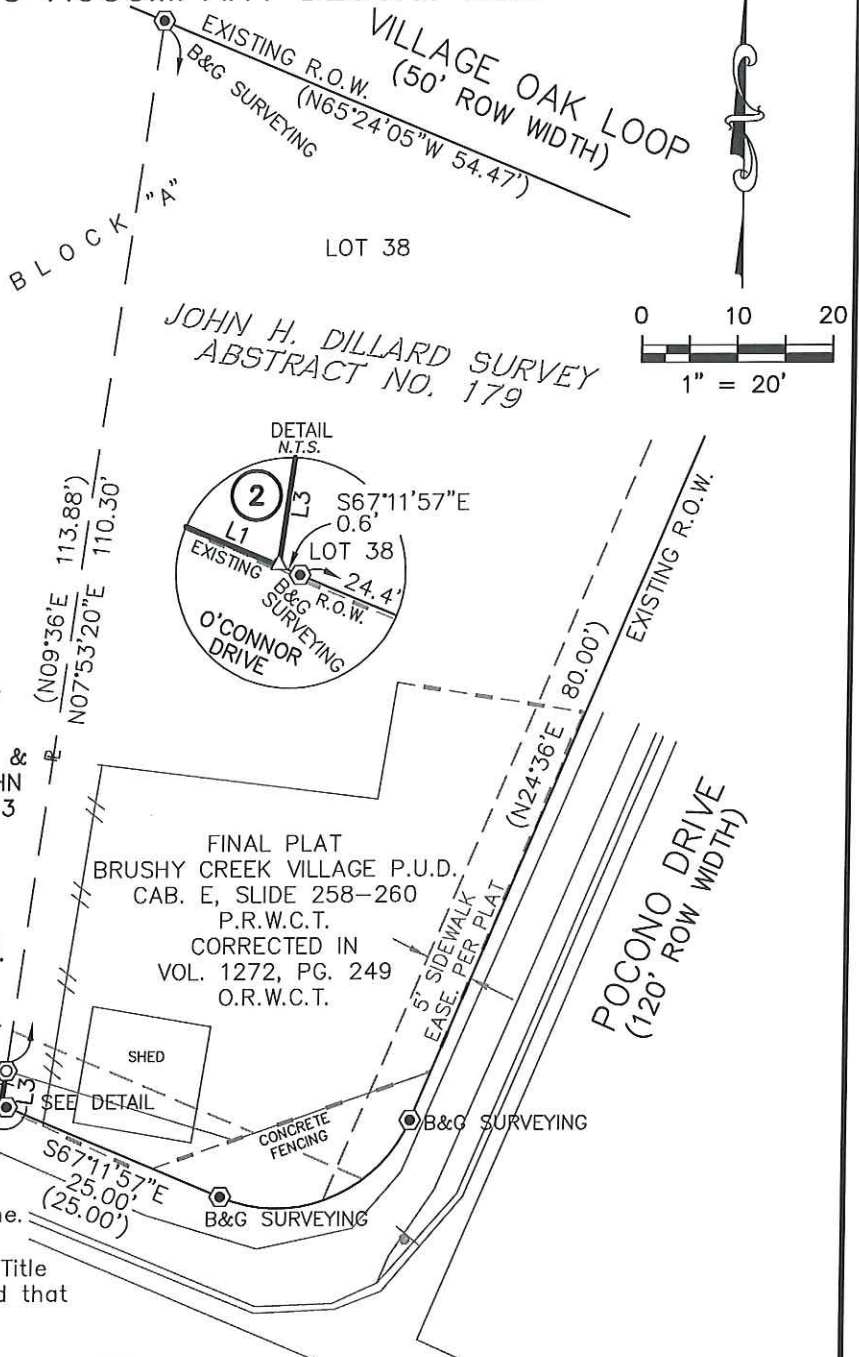
8 Oct 2019
Date



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ⊙ IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND
- UNLESS NOTED
- ⊙ CAPPED IRON ROD MARKED
- "INLAND-4933" SET
- △ CALCULATED POINT
- P PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS
- WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS
- WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION
- DISTANCE BREAK
- CONCRETE FENCE



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale *10 OCT 2019*

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE



NO.	DIRECTION	DISTANCE
L1	N67°11'57"W	6.87'
L2	S73°02'38"E	33.89'
L3	S07°53'20"W	3.57'
L4	N67°11'57"W	34.63'

	ACRES	SQUARE FEET
ACQUISITION	0.001	60
CALC/DEED AREA	0.105	4,565
REMAINDER AREA	0.104	4,505

10-03-2019

PARCEL 2
0.001 ACRES
60 SQUARE FEET



Exhibit "B"

Parcel 2

DEED

County Road O'Connor Signal Project

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **ROBERT H. ST. JOHN, JR. AND TISHA MARIE ST. JOHN**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.001 acre (60 SF) tract of land situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, being a portion of Lot 37, Block A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., a subdivision of record in Cabinet E, Slides 258-260 of the plat records of Williamson County, Texas and corrected in Volume 1272, Page 249 of the Official Records of Williamson County, Texas, described in General Warranty Deed to Robert H. St. John and Tisha Marie St. John, Husband and Wife recorded in Document No. 2014010313 of the Official Public Records of Williamson County, Texas; said 0.001 acre (60 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTORS:

By: _____
ROBERT H. ST. JOHN, JR.

Address: _____

Date: _____

By: _____
TISHA MARIE ST. JOHN

Address: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Robert H. St. John and Tisha Marie St. John, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**17.****Meeting Date:** 03/31/2020

Relocation claim

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses for Eric and Tammy Winklemann for Right of Way acquired on The Southeast Loop project (Parcel 82).
Funding Source: Corridor P463.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Winklemann Relocation claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:22 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:07 AM

Final Approval Date: 03/26/2020

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Eric Winklemann and Tammy Winklemann			Parcel No: 85 County: Williamson Project: SE Loop, Hutto	
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by County: 12365 US Hwy 79 Taylor, Texas 76574 Claimant's Telephone No.: 512-567-6914			3. Address Moved To: 13945 Windjammer Dr. Corpus Christi, Texas 78418	
4. Occupancy of Property Acquired by County: From (Date): 2010 To (Date of Move): 3-13-2020 <input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant			5. Distance Moved: 241 Miles 7. Mover's Name and Address: Daryl Flood Relocation, Inc 2401 Double Creek Drive, Suite 150 Round Rock, Texas 78664	
6. Controlling Dates			9. Amount of Claim:	
	Mo.	Day	Yr.	
a. First Offer in Negotiation	10	03	2019	a. Moving Expenses \$5,757.00
b. Date Property Acquired	12	10	2019	b. Reestablishment Expenses \$
c. Date Required to Move	N/A	N/A	N/A	c. Searching Expenses \$
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A Place Stored (Name and Address): N/A				d. Tangible Property Loss \$
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				e. Storage \$
				f. Temporary Lodging \$
				g. Total Amount \$5,757.00
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="display: flex; justify-content: space-between;"> <div> Date of Claim: 3-24-2020 Claimant </div> <div> Claimant </div> </div>				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 5,757.00 <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> 3-24-2020 Date </div> <div style="text-align: center;"> Relocation Agent </div> </div>				
APPROVED <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Date </div> <div style="text-align: center;"> Williamson County Judge </div> </div>				

DARYL FLOOD RELOCATION INC.2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664

800-325-9340

Invoice Date: 3/18/2020
Invoice #: 80280
Order #: AUS-160-0
Customer #: RIGHOF**Amount Due: \$5,757.00****Due Date: 4/17/2020****After 4/17/2020 pay: \$5,872.14**Right of Way of Texas, LLC
Attn: danny.jackson@rightofwayoftexas.com
6101 W. Courtyard Dr.
Bldg 1; Ste. 125
Austin, TX 78730**Amount Paid: \$** _____**Remit To:**P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496-----
Please detach and return this portion with your payment. Thank you.Invoice Date: 3/18/2020
Invoice #: 80280
Order #: AUS-160-0
Customer #: RIGHOFDARYL FLOOD RELOCATION INC.
2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664
800-325-9340**Remit To:**P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496

Shipper: Winklemann, Eric	Salesperson: Ervin, Jodie	Hauled Wt:	Miles:
Origin: 12365 US HWY 79 TAYLOR, TX 76574 United States of America	Destination: 13945 Windjammer Dr CORPUS CHRISTI, TX 78418 United States of America	Tariff: Intra	

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
	Transportation- 11,721 lbs.				\$3,951.00		\$3,951.00
	Valuation- Full Value				\$282.00		\$282.00
	Packing				\$1,512.00		\$1,512.00
	Unpacking- Matts Only				\$12.00		\$12.00

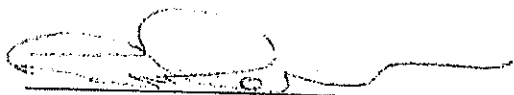
Amount Due: \$5,757.00**Due Date: 4/17/2020****After 4/17/2020 pay: \$5,872.14**

Thank you for your business and prompt payment! We look forward to serving you again!

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

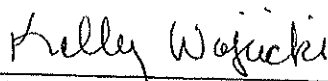
County: Williamson
Highway: SE Loop
Parcel: 85

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Daryl Flood Relocation Inc. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Eric Winklemann understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.


Displacee's Signature

3-6-20
Date

Eric Winklemann
Displacee's Name (Printed)


Vendor's Signature

3-6-2020
Date

Kelly Wojcicki
Vendor's Name (Printed)

Charlie Crossfield
Williamson County Representative, Signature

3/10/2020
Date

Charlie Crossfield
Williamson County Representative, Name (Printed)

Commissioners Court - Regular Session**18.****Meeting Date:** 03/31/2020

O'Connor Real Estate Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Spring Emerald Forest LLC for Right of Way needed on The O'Connor Signal Project (Parcel 1). Funding Source: Road Bonds P281.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Spring Emerald Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:42 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:13 AM

Final Approval Date: 03/26/2020

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT

THIS REAL ESTATE CONTRACT ("Contract") is made by SPRING EMERALD FOREST, LLC, (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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:

All of that certain 0.006 acre (281 SF) tract of land situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, being a portion of Lot 38, Block A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., a subdivision of record in Cabinet E, Slides 258-260 of the plat records of Williamson County, Texas and corrected in Volume 1272, Page 249 of the Official Records of Williamson County, Texas; said 0.006 acre (281 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FOUR THOUSAND FIVE HUNDRED THIRTY-EIGHT and 00/100 Dollars (\$4,538.00).

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).

Miscellaneous Conditions

3.02. 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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 15, 2020, 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 or in the contract (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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and 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", if applicable; 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".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) 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. 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 party incurring same respectively.

ARTICLE VI 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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

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

Compliance

8.09. 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

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signatures on next page]

SELLER:

SPRING EMERALD FOREST, LLC

By: _____

Name: _____

Its: _____

Address: _____

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

SELLER:

SPRING EMERALD FOREST, LLC

By: Iskandar Tan

Name: ISKANDAR TAN

Its: MEMBER MANAGING

Date: 3/16/20

Address: PO BOX 91478
AUSTIN TX 78709

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel : 1
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.006 ACRE (281 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 38, BLOCK A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., A SUBDIVISION OF RECORD IN CABINET E, SLIDES 258-260 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1272, PAGE 249 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO SPRING EMERALD FOREST, LLC RECORDED IN DOCUMENT NO. 2016027065 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.006 ACRE (281 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the common boundary line of said Lot 38 and Lot 37, Block A of said subdivision, being the proposed northerly Right-of-Way (ROW) line of O'Conner Dr. (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract, and from which an iron rod with plastic cap stamped "B&G Surveying" found, in the southerly ROW line of Village Oak Loop (50' ROW width), being the common northerly corner of said Lot 38 and said Lot 37 bears N 07°53'20" E, at a distance of 110.30 feet;

THENCE, departing said Lot 37 boundary line, through the interior of said Lot 38, with said proposed ROW line, the following two (2) courses:

- 1) **S 73°02'38" E**, for a distance of **25.03** feet to a calculated point in an existing "Sound Wall", for an angle point herein;
- 2) Along said wall, **N 70°59'05" E**, for a distance of **21.65** feet to a mag nail with washer set in the easterly boundary line of said Lot 38, same being the existing westerly ROW line of Pocono Drive (120' width ROW), for the northeasterly corner of the herein described tract and from which, a 1/2" iron rod found, being a point of tangency at the intersecting ROW line of said Pocono Drive, and said Village Oak Loop ROW, same being the easterly boundary line of said Lot 38, bears N 22°54'37" E, at a distance of 74.46 feet;

THENCE, departing said proposed ROW line, with said existing westerly ROW line, same being said easterly boundary line, the following two (2) courses:

- 3) **S 22°54'37" W**, for a distance of **5.57** feet to an iron rod with plastic cap stamped "B&G Surveying" found, for a point of curvature of a curve to the right;
- 4) Along said curve to the right, having a delta angle of **89°53'51"**, a radius of **15.00** feet, an arc length of **23.54** feet and a chord which bears **S 68°16'47" W**, for a distance of **21.20** feet to an iron rod with plastic cap stamped "B&G Surveying" found, being a point of tangency in the existing northerly ROW line of O'Connor Drive (80' ROW width), same being the southwesterly corner of Pocono Drive, for the southeasterly corner of the herein described tract;

- 5) **THENCE**, with said existing northerly ROW line, same being the southerly boundary line of said Lot 38, **N 67°11'57" W**, at a distance of 24.40 feet pass an iron rod with plastic cap stamped "B&G Surveying" found, and continuing for a total distance of **25.00** feet to the calculated common southerly corner of said Lot 38 and Lot 37, for the southwesterly corner of the herein described tract;
- 6) **THENCE**, departing said northerly ROW line, with the common boundary line of said Lot 38 and said Lot 37, **N 07°53'20" E**, for a distance of **3.57** feet to the **POINT OF BEGINNING**, containing 0.006 acre (281 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

8 OCT 2019

Date

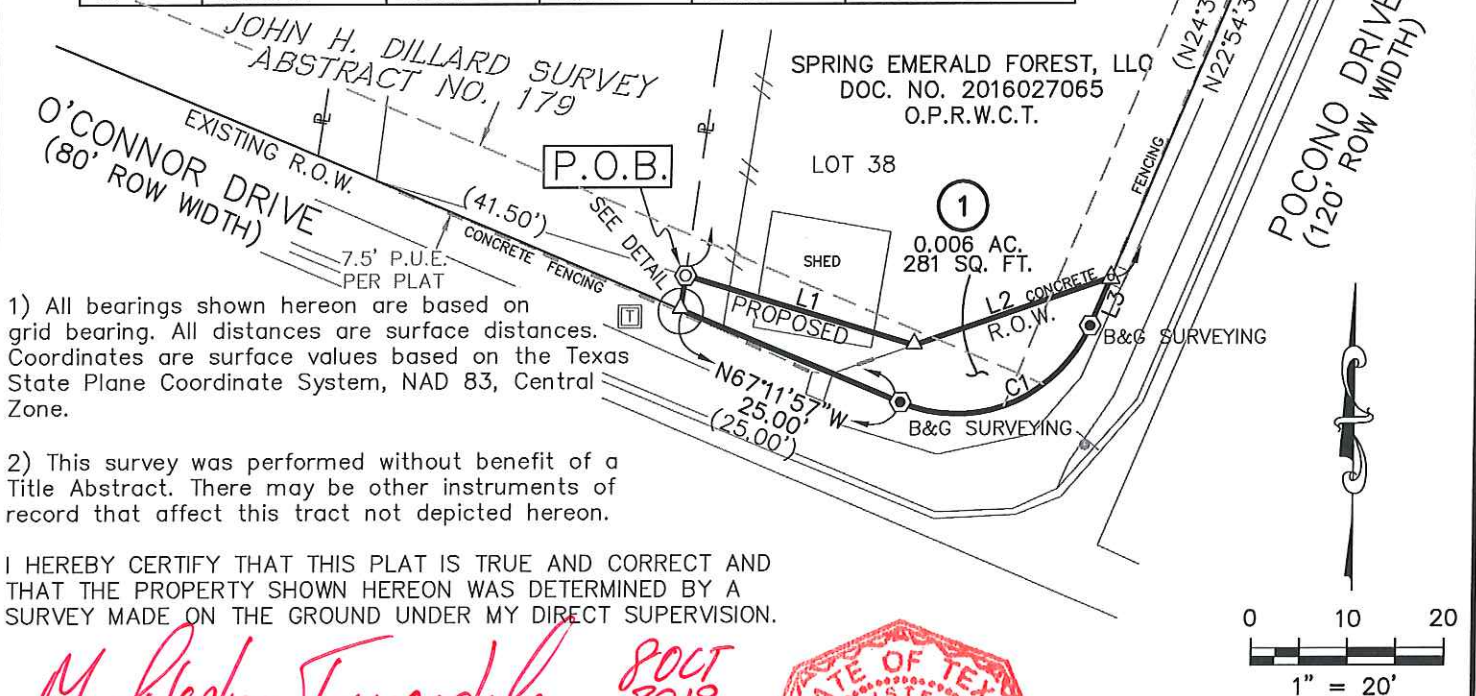


PLAT TO ACCOMPANY DESCRIPTION

△	MAG NAIL W/ WASHER SET
⦿	IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
	UNLESS NOTED
⦿	CAPPED IRON ROD MARKED
	"INLAND-4933" SET
△	CALCULATED POINT
ℙ	PROPERTY LINE
.W.C.T.	PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS
.W.C.T.	OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
.O.B.	POINT OF BEGINNING
)	RECORD INFORMATION
— — —	CONCRETE FENCE

NO.	DIRECTION	DISTANCE
L1	S73°02'38"E	25.03'
L2	N70°59'05"E	21.65'
L3	S22°54'37"W	5.57'
L4	N07°53'20"E	3.57'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	89°53'51"	15.00'	23.54'	21.20'	S68°16'47"W

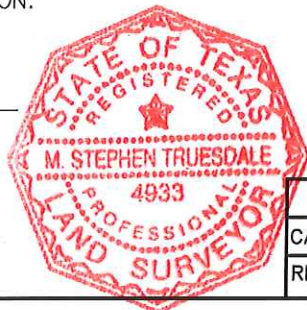


1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

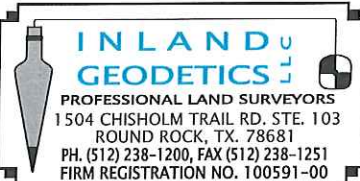


	ACRES	SQUARE FEET
ACQUISITION	0.006	281
CALC/DEED AREA	0.136	5,924
REMAINDER AREA	0.130	5,643

10-03-2019

PARCEL 1
0.006 ACRES
281 SQUARE FEET

PAGE 3 OF 3



Commissioners Court - Regular Session**19.****Meeting Date:** 03/31/2020

Bill of Sale

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Bill of Sale with Brushy Creek Villages Homeowners Association for Right of Way needed on the O'Connor Signal Project. Funding Source: Road Bond P281

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Brushy Creek HOA Bill of Sale

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:31 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:16 AM

Final Approval Date: 03/26/2020

BILL OF SALE

O'Connor Dr. Signal—Brushy Creek Villages Homeowners Association, Inc. Improvements

BRUSHY CREEK VILLAGES HOMEOWNERS ASSOCIATION, INC. ("Seller"), for and in consideration of the payment of FIVE THOUSAND ONE HUNDRED THIRTY-SIX and No/100 Dollars (\$5,136.00), the receipt of which is hereby acknowledged, has CONVEYED, SOLD, TRANSFERRED and DELIVERED, and by these presents does hereby CONVEY, SELL, TRANSFER and DELIVER unto WILLIAMSON COUNTY, TEXAS ("Purchaser"), the following personal property ("Property") located upon the portions of the real property in the Brushy Creek Villages subdivision being acquired by Purchaser for construction of O'Connor Dr. Signal improvements within the limits as shown on Exhibit "A" attached hereto and located at the northwest corner of O'Connor Dr. and Pocono Dr., further specifically described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

The Property is conveyed, sold, transferred and delivered "AS IS" and "WITH ALL FAULTS." Seller makes and has made NO REPRESENTATION OR WARRANTY, express or implied, as to the existence, amount, condition, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or otherwise as to the Property, other than the warranty of title to the Property made herein.

This Bill of Sale contains the entire agreement between Seller and Purchaser pertaining to the Property. No covenant, representation or condition not expressed herein shall be binding upon Seller or Purchaser or shall affect or be effective to interpret, change or restrict the provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and inure to the benefit of Seller, its successors and assigns, and Purchaser, and its successors and assigns.

Executed to be effective this 25 day of March, 2020.

SELLER:

Brushy Creek Villages Homeowners Association, Inc.

By: 
James Poole, President

PURCHASER:

Williamson County, Texas

By: _____
Bill Gravell Jr, County Judge

EXHIBIT "A"
IMPROVEMENT PARCEL LIMITS

O'CONNOR DR

POCONO DR

REQUIRED SD = 445'

EXIST SD = 225'

CAR

0 20 40
SCALE: 1"=40'

APPROXIMATELY 85 LF
EXISTING PRIVACY FENCE TO BE
REMOVED AND RELOCATED


-

- EXISTING STOP SIGN
- REQUIRED LINE OF SIGHT
- EXIST LINE OF SIGHT
- SD SIGHT DISTANCE
- ▼ DECISION POINT (DRIVER'S EYE)

STATE	COUNTY	CITY	SHEET NO.
TEXAS	WILLIAMSON	ROUND ROCK	1 OF 2
PLOT/TRACT NO.		POCONO DRIVE	

SCALE: 1"=40'

O'CONNOR DR AT POCONO DR
SIGHT DISTANCE ANALYSIS
SOUTHBOUND ON POCONO DR



Kimley»Horn

F-302a

EXHIBIT "B"

Brushy Creek Villages Homeowners Association, Inc. Improvement Detail

<u>Item</u>	<u>Quantity</u>	<u>Value</u>
Llano Stone pre-cast fence	~85 LF	\$5,136

Total		\$5,136

Ph. (512) 219-1018
(512) 751-7126
(512) 659-4301
Email info@concretex.net



Via Email

Carmen Glassinger
Carmen.glassinger@goodwintx.com
Brushy Creek Villages HOA
Pocono Dr and O'Connor

Wednesday, March 4, 2020

Dear Carmen:

Thank you for affording us the opportunity to quote your fencing repairs for the R.O.W. at Pocono and O'Connor in the Brushy Creek Villages.

For the removal and replacement our Llano Stone pre-cast fence for parcels 1 & 2 the total cost will be \$5,136.00, based on the review of the fence and the plans.

Delivery Date. To be determined at the date the order is placed but will happen in mid-2020.

Payment Terms. At completion.

Landscaping. Concretex will make every reasonable effort to minimize the impact of their work on the landscaping. However there will be some impact as a result of our operations. This quote does not include any repair or re-landscaping of the area.

Insurance. Concretex carries a standard General Liability insurance offering of \$2,000,000 and \$1,000,000 for each occurrence, automobile liability \$1,000,000, umbrella liability \$1,000,000 and workmen's compensation insurance. Should you have any special / additional insurance needs, the cost of this insurance will be added to the cost of the project and must be paid in advance.

Should you require further information please feel free to contact us at the above numbers.

Thank you,

Jim Bohart & Len Tesoro
ConcreTex LLC

Commissioners Court - Regular Session**20.****Meeting Date:** 03/31/2020

O'Connor Real Estate Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with William and Colette Schwartz for right of way needed on the O'Connor Signal Project. (Parcel 4) Funding Source: Road Bonds P281

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Schwartz Contract

Form Review**Inbox**

County Judge Exec Asst.

Charlie Crossfield (Originator)

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

Charlie Crossfield

Andrea Schiele

Date

03/26/2020 11:16 AM

03/26/2020 11:22 AM

03/26/2020 11:24 AM

Started On: 03/26/2020 11:02 AM

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT

THIS REAL ESTATE CONTRACT ("Contract") is made by WILLIAM H. SCHWARTZ AND COLETTE M. SCHWARTZ (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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:

All of that certain 0.001 acre (23 SF) tract of land situated in the James Shelton Survey, Abstract No. 552, in Williamson County, Texas, being a portion of Lot 2, Block A, THE MEADOWS OF BRUSHY CREEK, a subdivision of record in Cabinet F, Slides 210-218 of the plat records of Williamson County, Texas described in General Warranty Deed with Vendor's Lien to WILLIAM H. SCHWARTZ AND COLETTE M. SCHWARTZ, Husband and Wife recorded in Document No. 1996003278 of the Official Public Records of Williamson County, Texas; said 0.001 acre (60 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE THOUSAND and 00/100 Dollars (\$1,000.00).

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).

Miscellaneous Conditions

3.02. 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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

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

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

ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 10, 2020, 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 or in the contract (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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and 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", if applicable; 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".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) 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. 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 party incurring same respectively.

ARTICLE VI 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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

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

Compliance

8.09. 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

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

By: William H. Schwartz
WILLIAM H. SCHWARTZ

Date: 3-25-2020

By: Colette M. Schwartz
COLETTE M. SCHWARTZ

Date: 3-25-2020

Address: 16621 Dewise Dr.

Austin, TX 78717

Address: 16621 Denise Dr

Austin, TX 78717

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel : 4
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.001 ACRE (23 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, THE MEADOWS OF BRUSHY CREEK, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 210-218 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO WILLIAM H. SCHWARTZ AND COLLETTE M. SCHWARTZ, HUSBAND AND WIFE RECORDED IN DOCUMENT NO. 1996003278 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.001 ACRE (23 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the common boundary line of said Lot 2 and Lot 1 of said subdivision, for the westerly corner and **POINT OF BEGINNING** of the herein described tract, and from which, a nail in a rock found, being the common southerly corner of said Lot 1 and Lot 2, in the existing northeasterly Right-of-Way (ROW) line of Denise Drive (50' ROW width) bears S 33°55'29" W, at a distance of 130.77 feet;

- 1) **THENCE**, with said common boundary line, **N 33°55'29" E**, for a distance of 2.95 feet to a 1/2" iron rod found, in the existing southwesterly ROW line of O'Connor Drive (80' ROW width), same being the northwesterly corner of said Lot 2, and the northeasterly corner of said Lot 1, for the northerly corner of the herein described tract and from which a 1/2" iron rod found, being a point of tangency in said southwesterly ROW line, same being in the northeasterly boundary line of said Lot 1 bears N 55°19'54" W, at a distance of 22.84 feet;
- 2) **THENCE**, with said southwesterly ROW line, same being the northeasterly boundary line of said Lot 2, **S 55°07'59" E**, for a distance of 15.54 feet to an iron rod with plastic cap stamped "RPLS 4933" set in the proposed ROW line of O'Conner Drive (ROW width varies), for the easterly corner of the herein described tract and from which, a 1/2" iron rod found, being the northeasterly corner of said Lot 2, same being the northwesterly corner of Lot 3, Block A of said subdivision, bears S 55°07'59" E, at a distance of 80.73 feet;
- 3) **THENCE**, departing said existing southwesterly ROW line, through the interior of said Lot 2, with said proposed ROW line, **N 65°53'44" W**, for a distance of 15.77 feet to the **POINT OF BEGINNING** and containing 0.001 acre (23 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

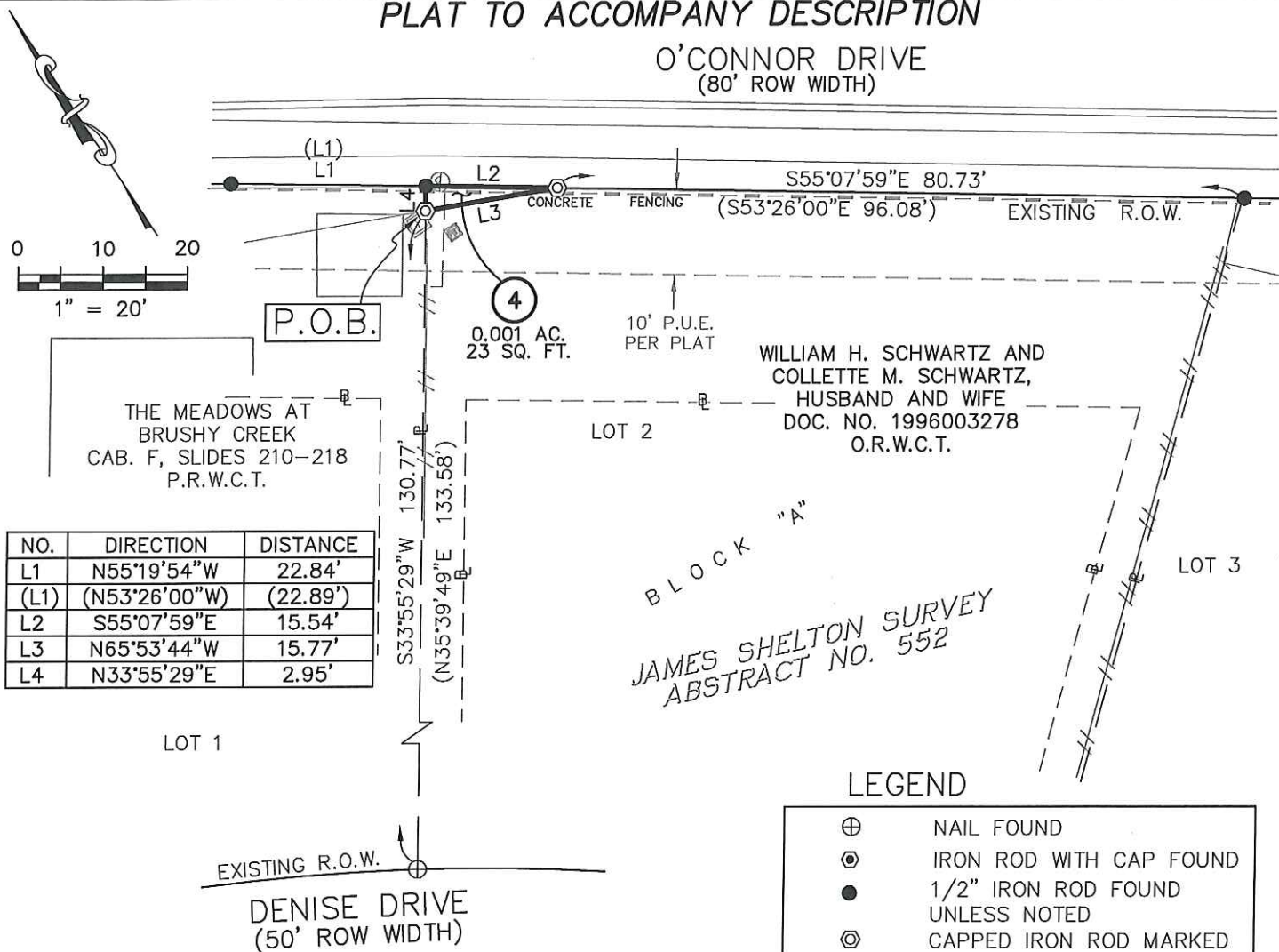
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

8 Oct 2019
Date



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

O'CONNOR DRIVE
(80' ROW WIDTH)

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE



LEGEND

⊕	NAIL FOUND
⊙	IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	CAPPED IRON ROD MARKED "INLAND-4933" SET
△	CALCULATED POINT
⌒	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION
↗	DISTANCE BREAK
---	CONCRETE FENCE

	ACRES	SQUARE FEET
ACQUISITION	0.001	23
CALC/DEED AREA	0.242	10,536
REMAINDER AREA	0.241	10,513

10-07-2019

PARCEL 4
0.001 ACRES
23 SQUARE FEET

PAGE 2 OF 2



Exhibit "B"

Parcel 4

DEED

County Road O'Connor Signal Project

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **WILLIAM H. SCHWARTZ AND COLETTE M. SCHWARTZ**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.001 acre (23 SF) tract of land situated in the James Shelton Survey, Abstract No. 552, in Williamson County, Texas, being a portion of Lot 2, Block A, THE MEADOWS OF BRUSHY CREEK, a subdivision of record in Cabinet F, Slides 210-218 of the plat records of Williamson County, Texas described in General Warranty Deed with Vendor's Lien to WILLIAM H. SCHWARTZ AND COLLETTE M. SCHWARTZ, Husband and Wife recorded in Document No. 1996003278 of the Official Public Records of Williamson County, Texas; said 0.001 acre (60 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR O'Connor Signal Project, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTORS:

By: _____
William H. Schwartz

Address: _____

Date: _____

By: _____
Colette M. Schwartz

Address: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2020 by William and Colette Schwartz, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**21.****Meeting Date:** 03/31/2020

Final plat for the Siena Section 30 subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 30 subdivision - Precinct 4.

Background

This is the next section of the Siena development. It consists of 1 multi-family lot, 1 drainage/storm sewer easement lot, 1 drainage easement/landscape lot, 1 drainage easement lot and no new public roads. Drainage construction (detention pond) was completed as part of Siena Section 31.

Timeline

2019-01-02 – initial submittal of final plat
2019-01-24 – 1st review complete with comments
2019-03-20 – 2nd submittal of final plat
2019-04-02 – 2nd review complete with comments
2019-05-03 – 3rd submittal of final plat
2019-05-20 – 3rd review complete with comments
2019-11-06 – 4th submittal of final plat
2020-01-10 – completion of drainage construction as part of Siena Section 31
2020-01-29 – 4th review complete with comments clear
2020-02-03 – receipt of final plat with all signatures
2020-03-26 – final plat placed on the March 31, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Siena Sec 30

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Reviewed By

Andrea Schiele

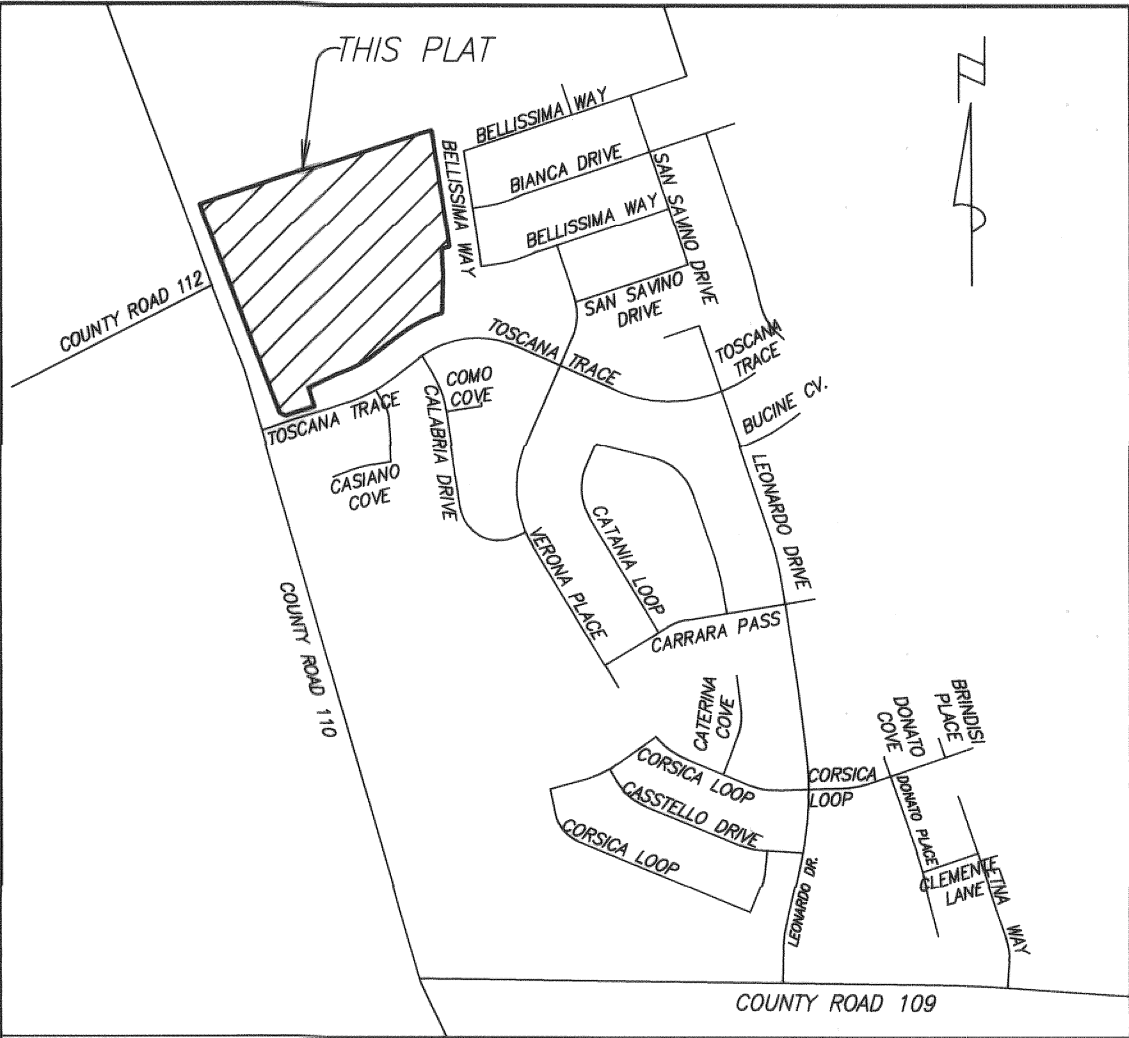
Date

03/26/2020 11:48 AM

Started On: 03/26/2020 11:43 AM

Final Approval Date: 03/26/2020

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LOCATION MAP
SCALE: 1" = 1000'

~ LINE TABLE ~		
LINE	DIRECTION	LENGTH
L1	S73°19'28"W	39.46
L2	S53°58'36"W	61.05
L3	S59°18'24"W	60.62
L4	S64°42'52"W	60.62
L5	S69°58'59"W	61.19
L6	S63°33'22"W	63.62
L7	S61°57'20"W	101.41
L8	S18°27'44"E	99.28
L9	N64°11'35"W	34.90
L10	N18°29'12"W	48.15
L11	S02°30'12"W	119.81

~ LINE TABLE ~		
LINE	DIRECTION	LENGTH
L12	S52°00'50"E	131.78
L13	S26°42'25"E	111.20
L14	S00°07'48"W	141.37
L15	S20°20'43"E	209.56
L16	S18°52'54"W	50.89
L17	S60°14'55"W	92.70
L18	S33°35'55"W	30.24
L19	S10°12'07"W	39.37
L20	S58°58'11"W	29.32
L21	N79°09'22"E	24.46
L22	S16°42'41"W	71.45

~ CURVE TABLE ~					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	119.25'	5068.00'	1°20'53"	N20°28'35"W	119.24'
C2	43.49'	5068.00'	0°29'30"	N20°02'54"W	43.49'
C3	75.75'	5068.00'	0°51'23"	N20°43'20"W	75.75'
C4	89.96'	4932.00'	1°02'42"	N20°36'48"W	89.96'

LEGAL DESCRIPTION:

THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT 5.526 ACRE TRACT OF LAND CONVEYED TO SIENA MUNICIPAL UTILITY DISTRICT NO. 2 BY DEED RECORDED IN DOCUMENT NO. 2018006058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND WITH "RJ SURVEYING" CAP ON THE EAST LINE OF COUNTY ROAD 110 AT THE NORTHWEST CORNER OF TOSCANA TRACE, SIENA SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018042052 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALSO THE EAST LINE OF A 1.176 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, BY DEED RECORDED IN DOCUMENT NO. 2017007996 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE EAST LINE OF SAID COUNTY ROAD 110 AND IN PART ACROSS SAID 367.148 ACRE TRACT, SAID 34.74 ACRE TRACT AND SAID 5.526 ACRE TRACT AND IN PART ALONG THE EAST LINE OF SAID 1.176 ACRE TRACT, ALONG THE EAST LINE OF A 0.164 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, BY DEED RECORDED IN DOCUMENT NO. 2017007998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOUR COURSES:

- NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 119.25 FEET, SAID CURVE HAVING A RADIUS OF 5068.00 FEET, A CENTRAL ANGLE OF 01°20'53", AND A CHORD BEARING N20°28'35"W, 119.24 FEET TO A 1/2" IRON ROD FOUND WITH "RJ SURVEYING" CAP;
- N21°09'43"W (PASS AT A DISTANCE OF 422.50 FEET THE NORTHEAST CORNER OF SAID 1.176 ACRE TRACT, BEING ALSO THE SOUTHEAST CORNER OF SAID 0.164 ACRE TRACT) IN ALL A TOTAL DISTANCE OF 900.98 FEET TO A 1/2" IRON ROD FOUND WITH ALUMINUM CAP AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 89.96 FEET, SAID CURVE HAVING A RADIUS OF 4932.00 FEET, A CENTRAL ANGLE OF 01°02'42", AND A CHORD BEARING N20°36'48"W, 89.96 FEET TO A 1/2" IRON ROD FOUND WITH ALUMINUM CAP;
- N18°29'12"W A DISTANCE OF 48.15 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF SAID COUNTY ROAD 110 AT THE NORTHWEST CORNER OF SAID 34.74 ACRE TRACT AND THE SOUTHWEST CORNER OF A 190.50 ACRE TRACT OF LAND CONVEYED TO STEPHEN LEE PRITCHARD FAMILY TRUST & NANCY KAY PRITCHARD OHLENDORF FAMILY TRUST RECORDED IN VOLUME 1980, PAGE 972 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF SAID 190.50 ACRE TRACT, AND IN PART ALONG THE NORTH LINE OF SAID 34.74 ACRE TRACT AND SAID 5.526 ACRE TRACT, THE FOLLOWING THREE COURSES:

- N71°48'51"E (BEARING BASIS) A DISTANCE OF 542.99 FEET TO A 1/2" IRON ROD SET;
- N71°53'11"E A DISTANCE OF 667.92 FEET TO A 1/2" IRON ROD SET;
- N73°31'36"E A DISTANCE OF 64.79 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF SAID 5.526 ACRE TRACT;

THENCE ALONG THE EAST LINE OF SAID 5.526 ACRE TRACT, ACROSS SAID 34.74 ACRE TRACT, ACROSS SAID 367.148 ACRE TRACT, AND ALONG THE WEST LINE OF SIENA SECTION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2019042202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS THE FOLLOWING FOUR COURSES:

- S08°29'28"E A DISTANCE OF 618.02 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 33, BLOCK A OF SAID SIENA SECTION 8;
- S78°53'21"W A DISTANCE OF 42.09 FEET TO A 1/2" IRON ROD SET;
- S02°35'26"E A DISTANCE OF 134.48 FEET TO A 1/2" IRON ROD SET;
- S01°41'11"W A DISTANCE OF 201.13 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 12, BLOCK A OF SAID SIENA SECTION 7, BEING ALSO THE SOUTHEAST CORNER OF SAID 5.526 ACRE TRACT, FROM WHICH THE SOUTHWEST CORNER OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 BEARS APPROXIMATELY S34°03'50"W A DISTANCE OF 1323 FEET;

THENCE ALONG THE NORTH LINE OF SAID SIENA SECTION 7 AND THE SOUTH LINE OF SAID 5.526 ACRE TRACT THE FOLLOWING 11 COURSES:

- S73°19'28"W A DISTANCE OF 39.46 FEET TO A 1/2" IRON ROD SET;
- S66°50'59"W A DISTANCE OF 74.26 FEET TO A 1/2" IRON ROD SET;
- S60°22'31"W A DISTANCE OF 74.26 FEET TO A 1/2" IRON ROD SET;
- S53°53'15"W A DISTANCE OF 82.62 FEET TO A 1/2" IRON ROD SET;
- S52°11'05"W A DISTANCE OF 126.00 FEET TO A 1/2" IRON ROD SET;
- S53°58'36"W A DISTANCE OF 61.05 FEET TO A 1/2" IRON ROD SET;
- S59°18'24"W A DISTANCE OF 60.62 FEET TO A 1/2" IRON ROD SET;
- S64°42'52"W A DISTANCE OF 60.62 FEET TO A 1/2" IRON ROD SET;
- S69°58'59"W A DISTANCE OF 61.19 FEET TO A 1/2" IRON ROD SET;
- S63°33'22"W A DISTANCE OF 63.62 FEET TO A 1/2" IRON ROD SET;
- S61°57'20"W A DISTANCE OF 101.41 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 367.148 ACRE TRACT AND CONTINUING ALONG THE NORTH LINE OF SAID SIENA SECTION 7 THE FOLLOWING THREE COURSES:

- S18°27'44"E A DISTANCE OF 99.28 FEET TO A 1/2" IRON ROD SET;
- S71°32'16"W A DISTANCE OF 160.09 FEET TO A 1/2" IRON ROD SET;
- N64°11'35"W A DISTANCE OF 34.90 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 27.039 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE MOST WESTERLY NORTH LINE OF A 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC BY DEED RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R568654, R020862, R565920, R565928 AND R565892.

LEGEND:

- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP, UNLESS OTHERWISE NOTED
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- LS = LANDSCAPE
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE MOST WESTERLY NORTH LINE OF A 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC BY DEED RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY-FLOOD PLAIN ADMINISTRATOR.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE SIENA MUNICIPAL UTILITY DISTRICT NO. 2. WATER AND WASTEWATER SERVICES TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
- THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
- A LETTER OF MAP REVISION WILL NEED TO BE FILED AND APPROVED BY FEMA BEFORE THE "RJE PROPOSED 100-YEAR FLOODPLAIN" WILL BECOME EFFECTIVE.
- THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B10.1, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- THE MINIMUM FINISHED FLOOR ELEVATION FOR STRUCTURES. CONSTRUCTED WITHIN THIS PLAT SHALL BE DETERMINED BY ADDING ONE OR MORE FEET TO THE BASE FLOOD ELEVATION (RJE-BFE) AS DETERMINED BY A STUDY PREPARED BY RANDALL JONES & ASSOCIATES, INC. ENTITLED "DRAINAGE REPORT FOR SIENA SECTION 8" PROJECT NO. 2243 DATED 10/13/2018 OR SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, WHICH EVER IS HIGHER.

DATE: 2 JANUARY 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

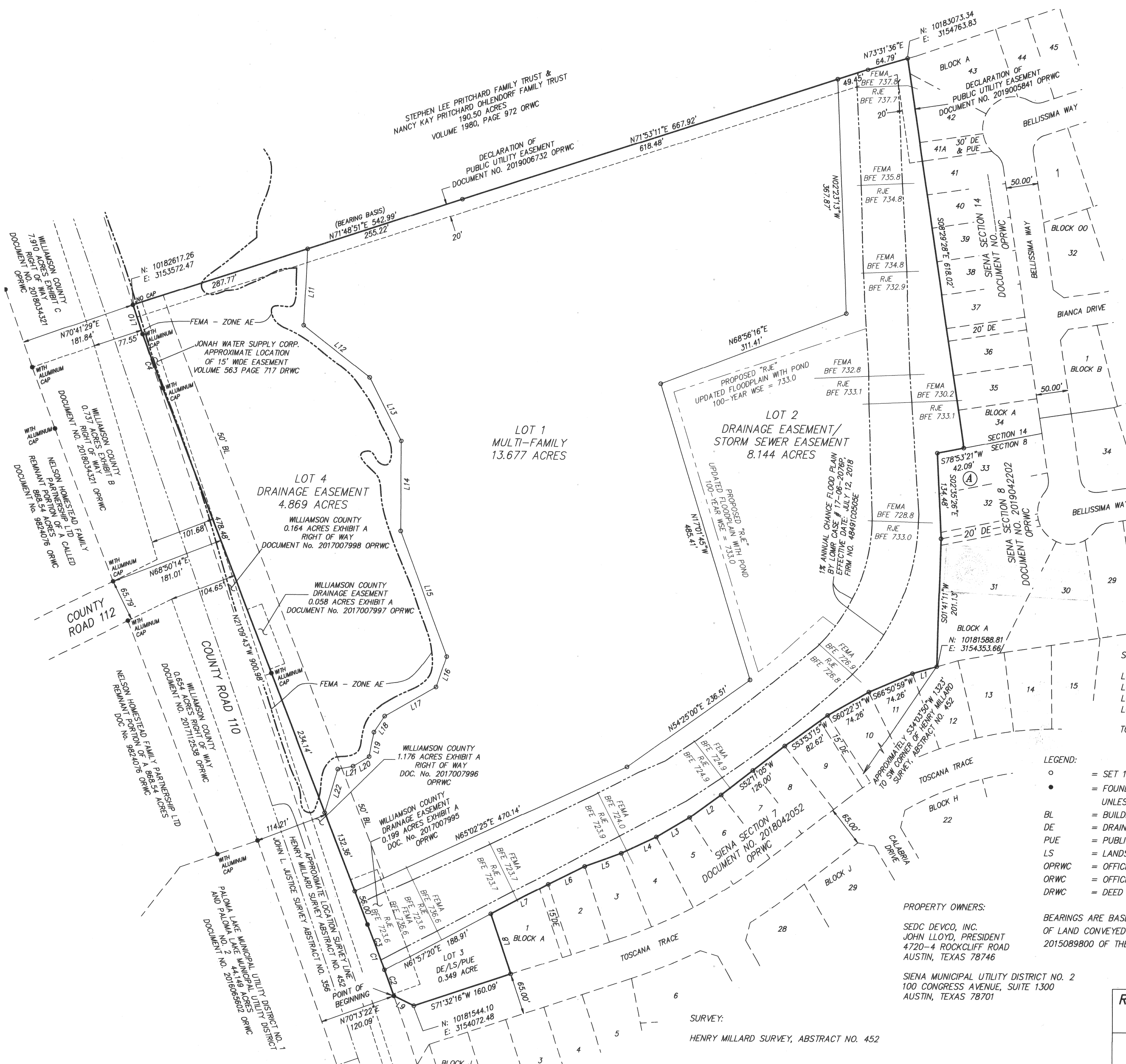
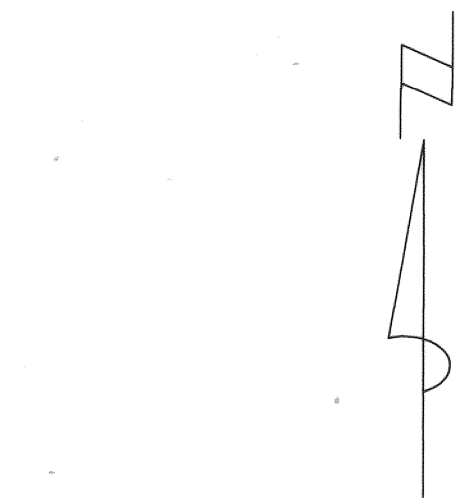
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-10015400

FINAL PLAT OF
SIENA SECTION 30
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



SITE DATA:

LOT 1 (MULTI-FAMILY)	13.677 ACRES
LOT 2 (DRAINAGE/STORM SEWER EASEMENT)	8.144 ACRES
LOT 3 (DRAINAGE EASEMENT/LANDSCAPE)	0.349 ACRE
LOT 4 (DRAINAGE EASEMENT)	4.869 ACRES
TOTAL	27.039 ACRES

- LEGEND:
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP, UNLESS OTHERWISE NOTED
 - BL = BUILDING SETBACK LINE
 - DE = DRAINAGE EASEMENT
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 - LS = LANDSCAPE
 - OPRC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE MOST WESTERLY NORTH LINE OF A 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC BY DEED RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY OWNERS:
SEDC DEVCO, INC.
JOHN LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

SIENA MUNICIPAL UTILITY DISTRICT NO. 2
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701

SURVEY:
HENRY MILLARD SURVEY, ABSTRACT NO. 452

DATE: 2 JANUARY 2019 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

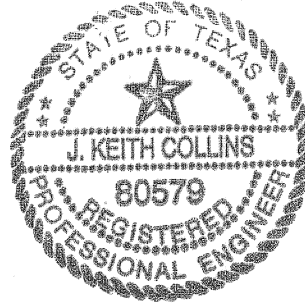
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE 1% CHANCE FLOOD PLAIN BY LOMR CASE #17-06-2076P, EFFECTIVE DATE: JULY 12, 2018 FIRM NO. 48491C0505E, WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

J. Keith Collins 1/30/2020
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS



SURVEYOR'S CERTIFICATION

I, WILLIAM L. JOHNSON, DO HEREBY CONFIRM THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

William L. Johnson 30 JANUARY 2020
WILLIAM L. JOHNSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 30".

THIS 30 DAY OF January 2020.

SEDC DEVCO, INC., A TEXAS CORPORATION

BY: John S. Lloyd
JOHN S. LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF Williamson

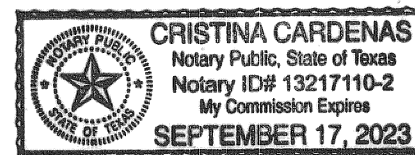
BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, PRESIDENT OF SEDC DEVCO, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30 DAY OF January 2020.

BY: Cristina Cardenas
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Cristina Cardenas

MY COMMISSION EXPIRES: 9.17.2023



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SIENA MUNICIPAL UTILITY DISTRICT NO. 2, BEING THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2018006058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 30".

THIS 31st DAY OF January 2020.

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

BY: Jeff P. O'Jibway

PRINTED NAME: Jeff P. O'Jibway
TITLE: President
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701

STATE OF TEXAS

COUNTY OF TRAVIS

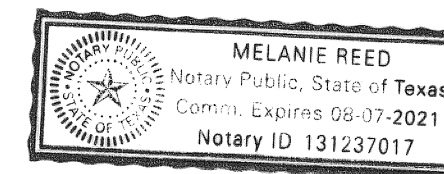
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jeff P. O'Jibway OF SIENA MUNICIPAL UTILITY DISTRICT NO. 2, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st DAY OF January 2020.

BY: Melanie Reed
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Melanie Reed

MY COMMISSION EXPIRES: 08/07/2021



FINAL PLAT OF
SIENA SECTION 30
WILLIAMSON COUNTY, TEXAS

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

STATE OF TEXAS

COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Bill Gravel Jr. DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: 2 JANUARY 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session**22.****Meeting Date:** 03/31/2020

Preliminary plat for the Rolling Meadows subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Rolling Meadows subdivision – Precinct 4.

Background

This proposed subdivision consists of 29 lots, 2 right-of-way lots, 1 large acreage remainder and no new public roads.

Timeline

2018-07-11 – initial submittal of preliminary plat
2018-08-24 – 1st review complete with comments
2019-04-15 – 2nd submittal of preliminary plat
2019-05-06 – 2nd review complete with comments
2019-05-24 – 3rd submittal of preliminary plat
2019-07-01 – 3rd review complete with comments
2019-12-03 – 4th submittal of preliminary plat
2019-12-03 – 4th review complete with comments
2020-02-21 – 5th submittal of preliminary plat
2020-03-06 – 5th review complete with comments clear
2020-03-26 – preliminary plat placed on March 31, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

preliminary plat - Rolling Meadows

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

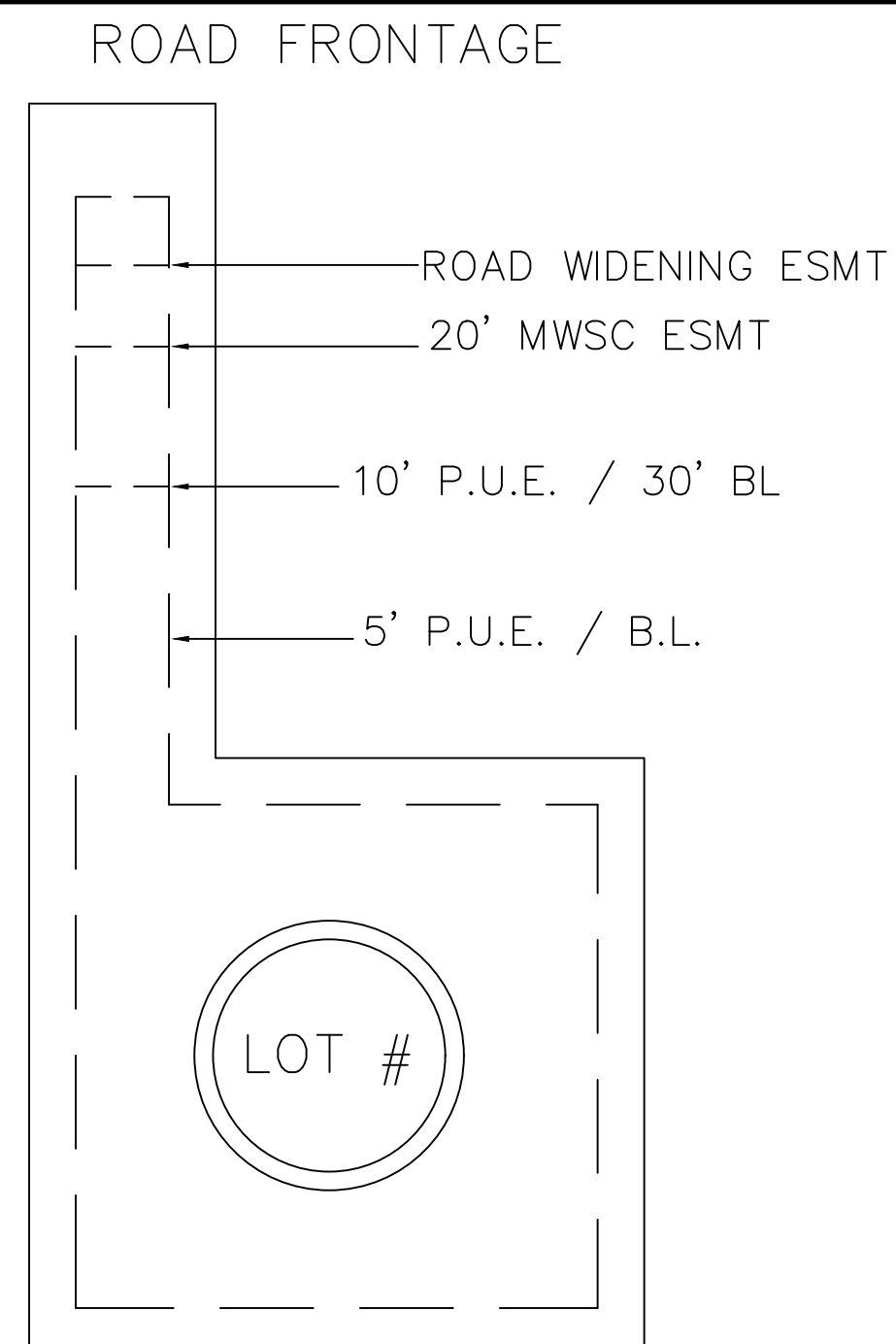
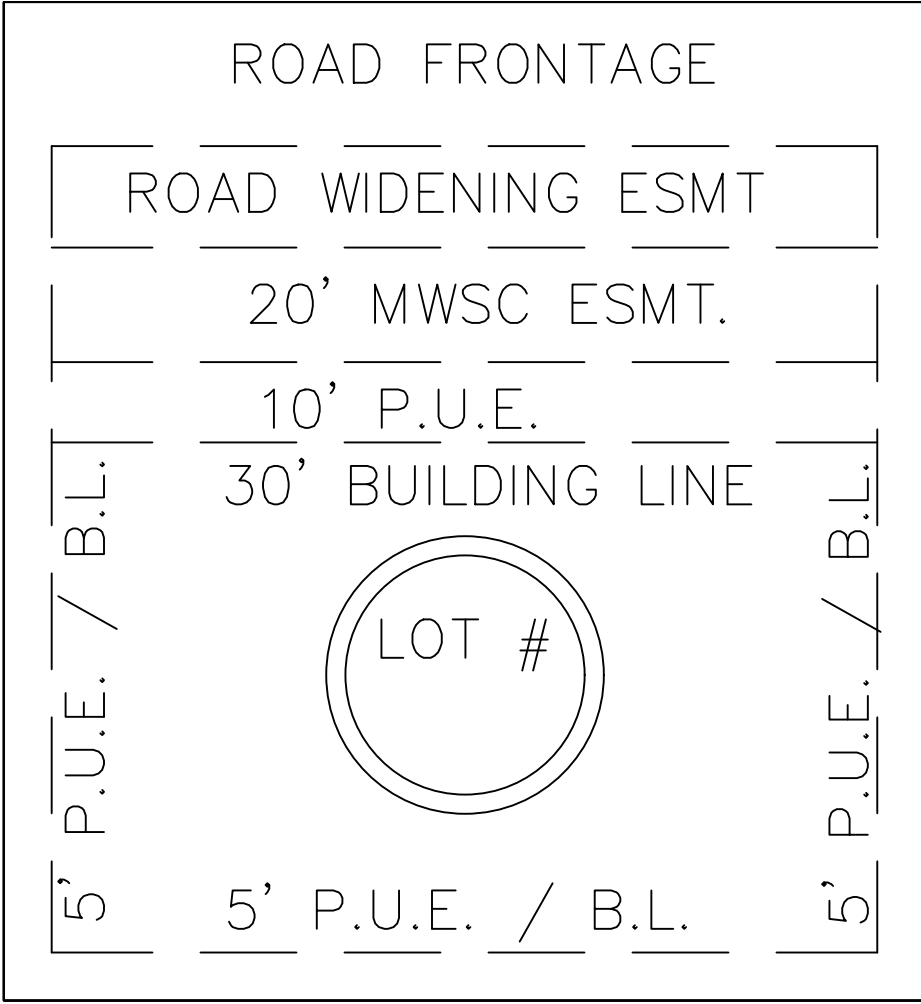
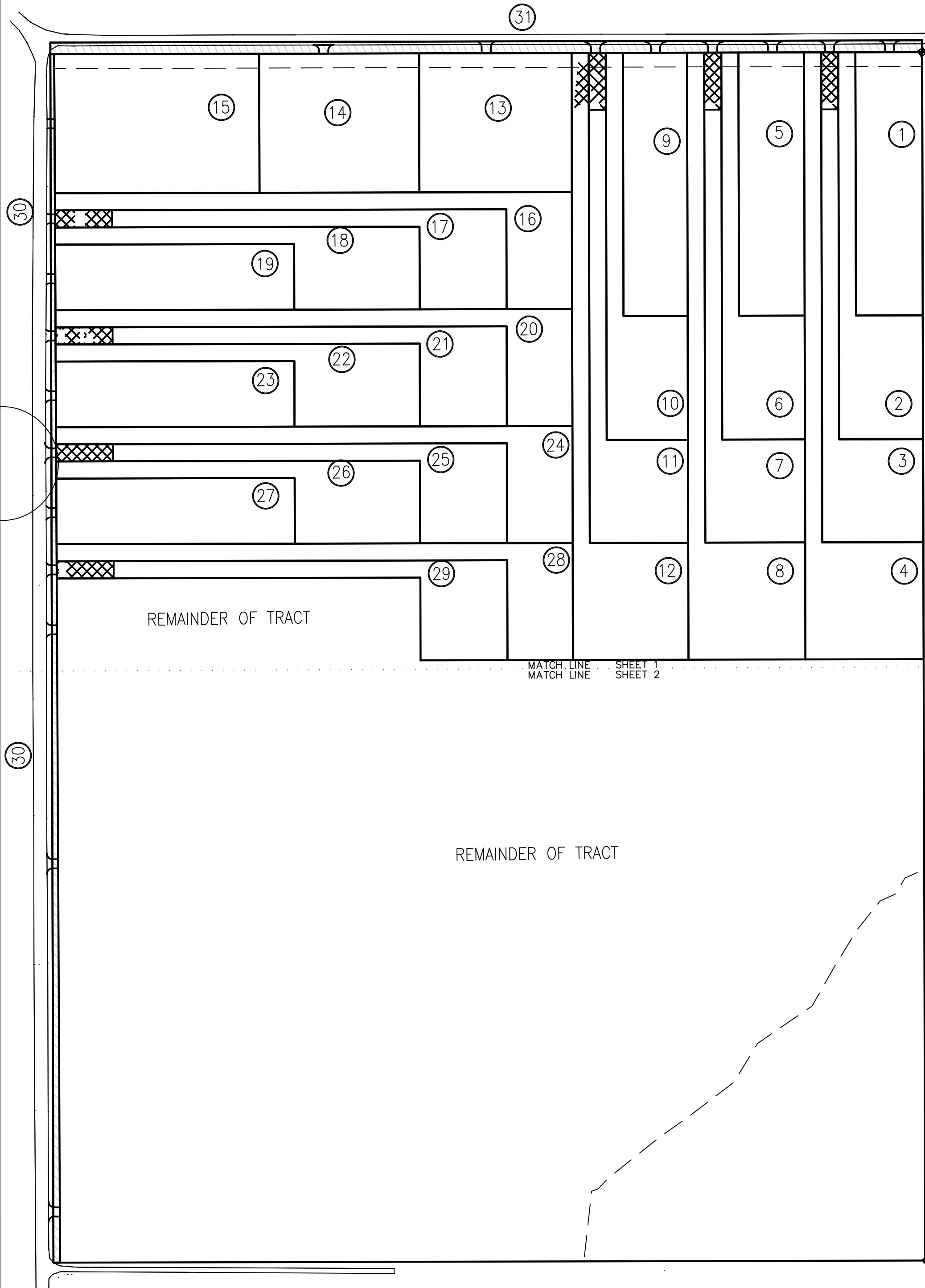
Date

03/26/2020 11:49 AM

Started On: 03/26/2020 11:46 AM

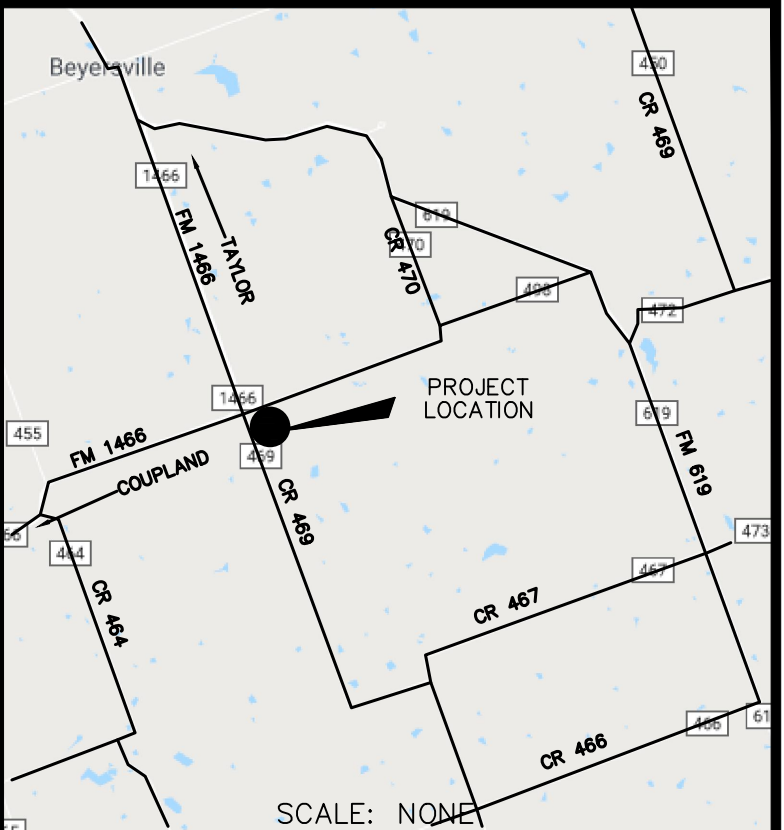
PRELIMINARY PLAT OF
ROLLING MEADOWS SUBDIVISION

SHEET 1 OF 5



SHEET 1 OF 6

VICINITY MAP



PRELIMINARY PLAT OF
ROLLING MEADOWS SUBDIVISIONWILLIAM BYERLY SURVEY SURVEY,
ABSTRACT NO. 60

"74.988 ACRES"
GENERAL WARRANTY DEED WITH VENDOR'S LIEN
- SANDRA MAROSKO WERNLI ET VIR & FRED
W. MAROSKO ET UX
TO
YUPEL, LLC & TOKA ENTERPRISES, LLC
5-03-2018 DOC. NO. 2018039217 OPRWC

LEGEND

- BENCHMARK
B.L. BUILDING LINE SETBACK
P.U.E. PUBLIC UTILITY EASEMENT
ESMT EASEMENT
MWSC MANVILLE WATER SUPPLY CORP.
OPRWC OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
ORWC OFFICIAL RECORDS WILLIAMSON COUNTY
○ 1/2" IRON ROD SET (CAPPED)
● 1/2" IRON ROD FOUND
— ROW — ROAD WIDENING EASEMENT

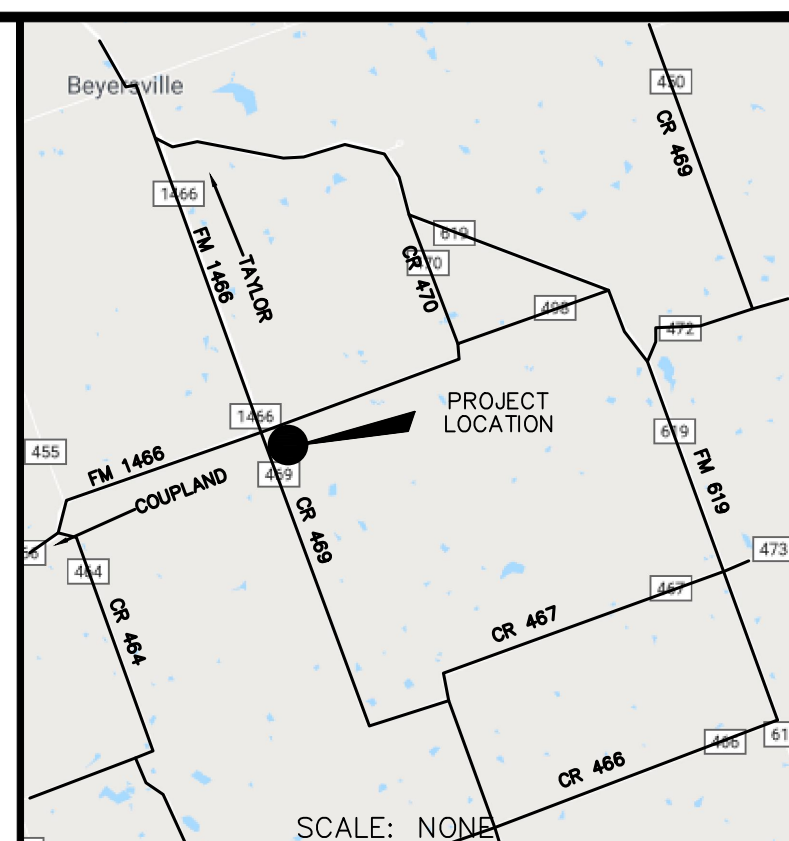
"MAG" NAIL SET
IN SURFACE OF C.R. 470
6" DIAMETER F.C. AT N.W.C.
"111.2 ACRES" BEARING
S 21° 21' 41" E, 20.63 FEET

LOT 52 HEREBY DEDICATED
TO WILLIAMSON COUNTY
0.723 ACRE

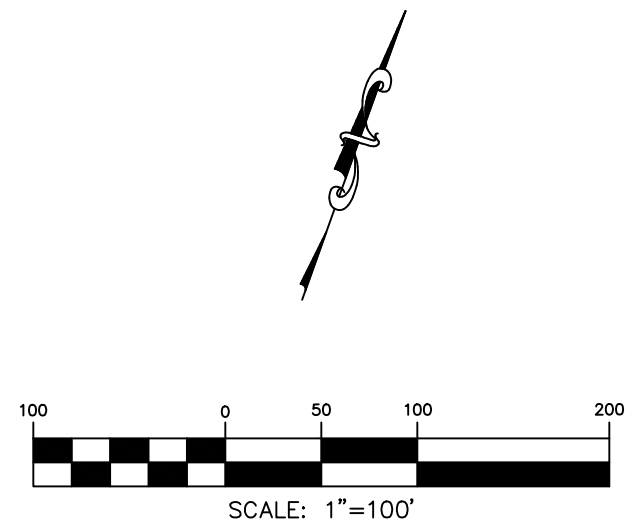
COUNTY ROAD NO. 470

"MAG" NAIL SET
IN SURFACE OF C.R. 470

VICINITY MAP



SCALE: NONE



THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE
4203, NAD 1983 DATUM, 1993 ADJUSTMENT AND ARE GRID
VALUES.

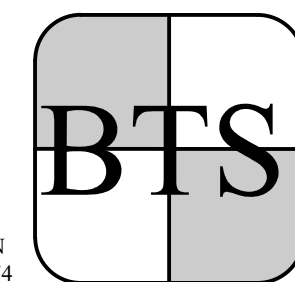
CONTOURS SHOWN HEREON WERE OBTAINED FROM
WILLIAMSON COUNTY GIS AND DO NOT REFLECT ON
THE GROUND SURVEY.

YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76754

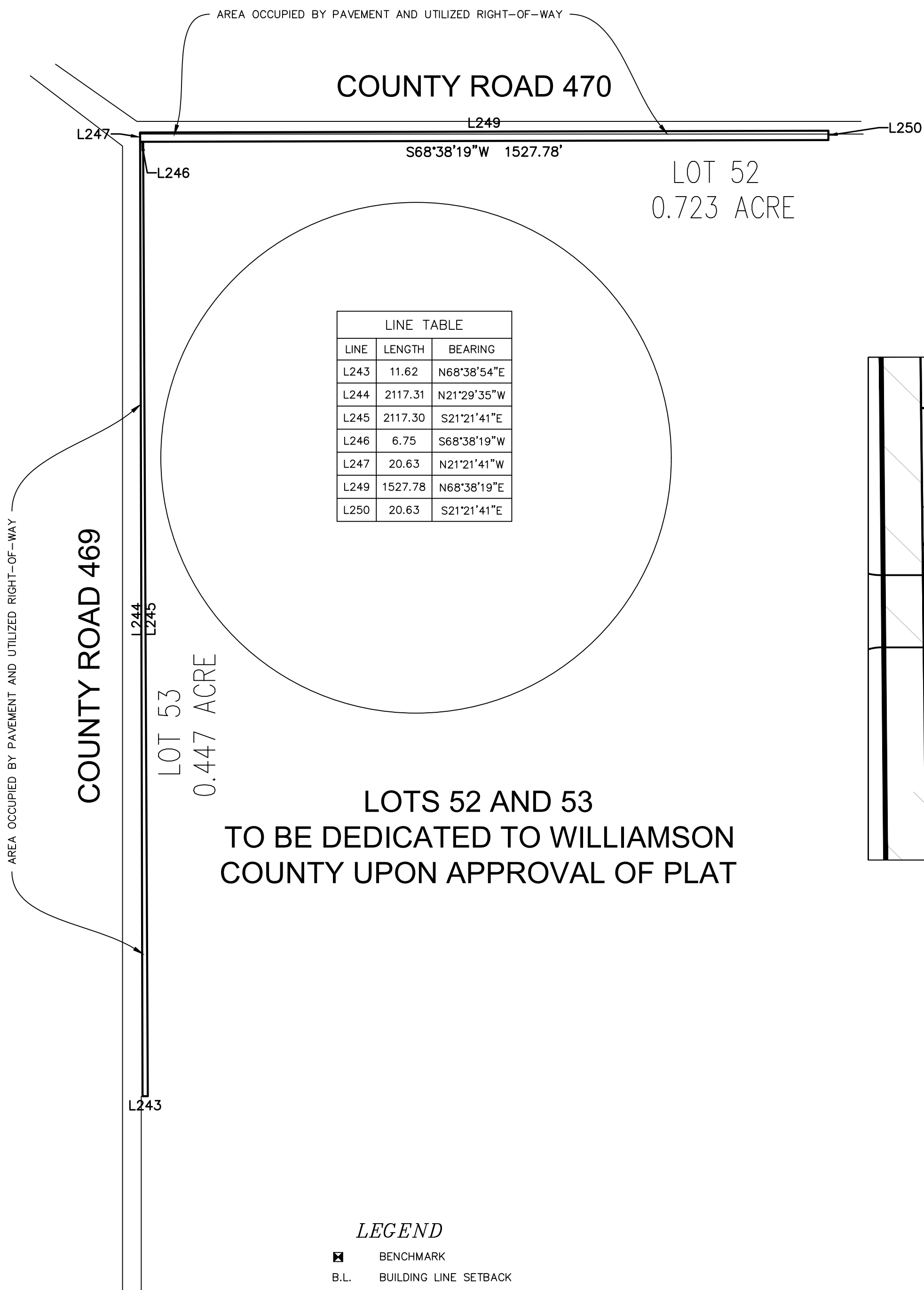
PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechnicalservices.com

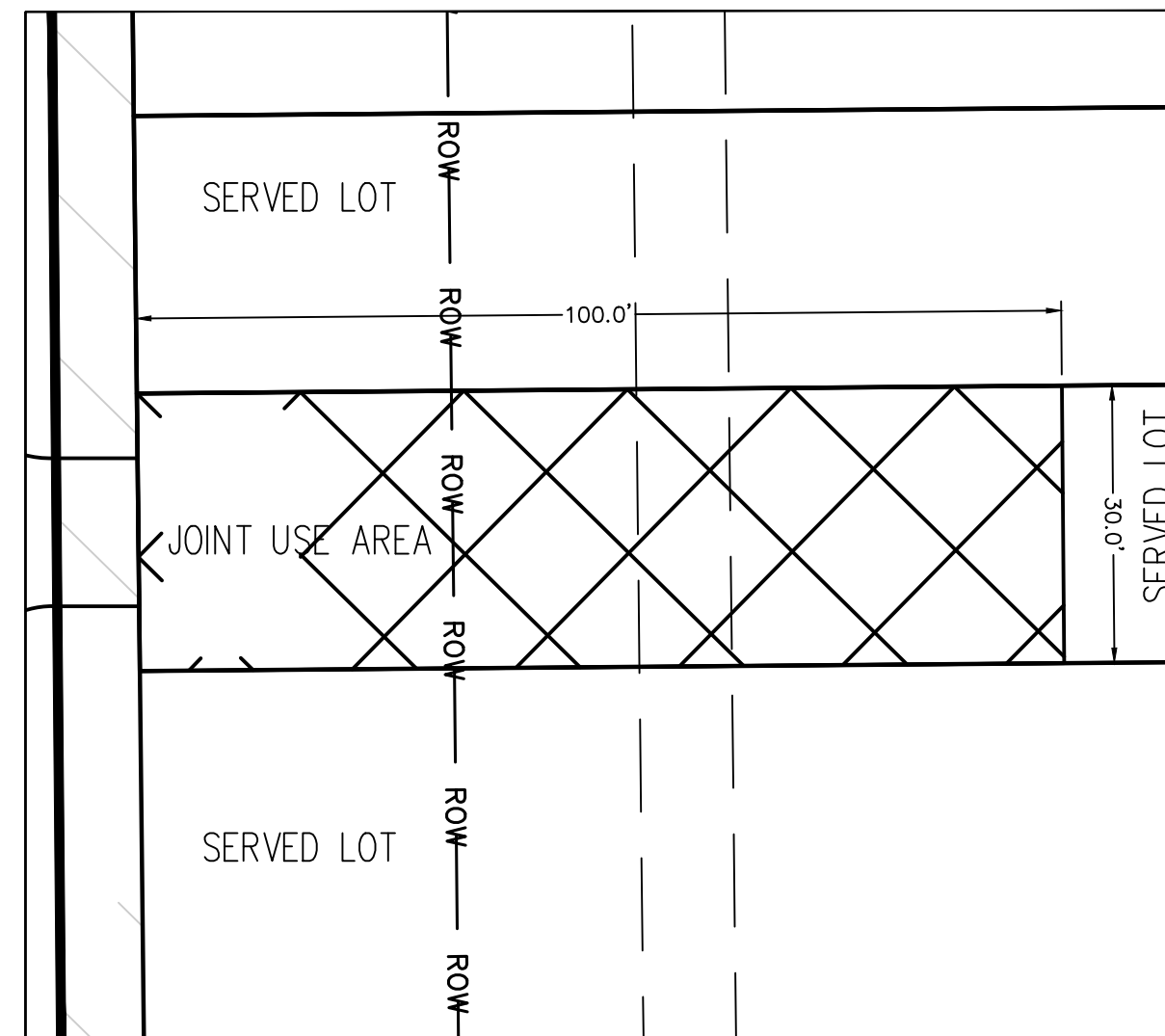
NO.	DATE	REVISIONS	BY

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: DECEMBER 3, 2019



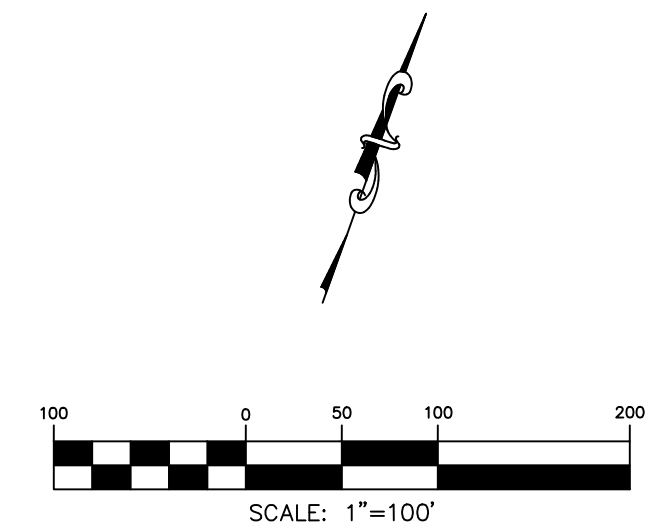
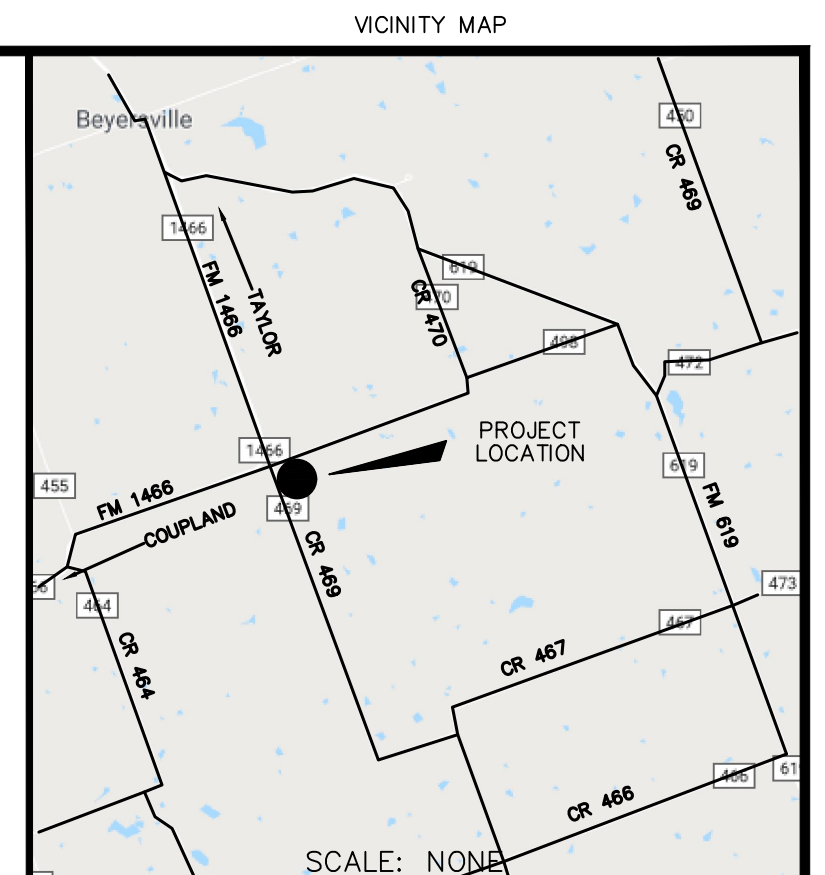
DETAILS

JOINT USE INGRESS / EGRESS EASEMENT DETAIL



LEGEND

- BENCHMARK
- B.L. BUILDING LINE SETBACK
- P.U.E. PUBLIC UTILITY EASEMENT
- ESMT EASEMENT
- MWSC MANVILLE WATER SUPPLY CORP.
- OPRWC OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- ORWC OFFICIAL RECORDS WILLIAMSON COUNTY
- 1/2" IRON ROD SET (CAPPED)
- 1/2" IRON ROD FOUND
- ROW — ROAD WIDENING EASEMENT



THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 1983 DATUM, 1993 ADJUSTMENT AND ARE GRID VALUES.

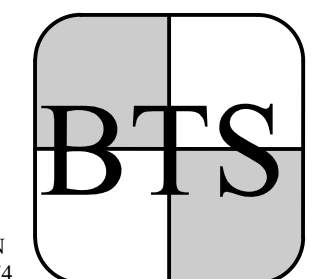
CONTOURS SHOWN HEREON WERE OBTAINED FROM WILLIAMSON COUNTY GIS AND DO NOT REFLECT ON THE GROUND SURVEY.

YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: DECEMBER 3, 2019

PRELIMINARY PLAT OF
ROLLING MEADOWS SUBDIVISION

LINE TABLE		
LINE	LENGTH	BEARING
L23	30.00	N21°29'35"W
L24	30.00	N21°29'35"W
L25	115.00	N21°29'35"W
L26	30.00	N21°29'35"W
L27	30.00	N21°29'35"W
L28	30.00	N21°29'35"W
L29	115.00	N21°29'35"W
L30	30.00	N21°29'35"W
L31	30.00	N21°29'35"W
L32	30.00	N21°29'35"W
L33	115.00	N21°29'35"W
L34	30.00	N21°29'35"W
L35	30.00	N21°29'35"W
L36	30.00	N21°29'35"W
L37	243.48	N21°29'35"W
L40	243.59	S21°21'06"E
L42	267.16	N68°38'19"E
L46	112.38	N68°38'19"E
L47	30.00	N68°38'19"E
L48	30.00	N68°38'19"E

LINE TABLE		
LINE	LENGTH	BEARING
L49	30.00	N68°38'19"E
L50	115.00	N68°38'19"E
L51	205.00	S21°21'45"E
L52	30.00	N68°38'19"E
L53	30.00	N68°38'19"E
L54	117.00	N68°38'19"E
L55	461.30	S21°21'41"E
L56	216.94	S21°21'41"E
L57	180.51	S21°21'37"E
L114	205.00	S68°38'54"W
L115	202.38	S68°38'54"W
L121	145.00	N21°21'06"W
L122	152.31	S68°38'54"W
L123	637.22	S68°38'54"W
L124	175.00	N21°21'06"W
L125	1063.63	N21°21'06"W
L126	789.60	S68°38'54"W
L127	1063.67	N21°21'06"W
L128	172.38	S68°38'54"W
L129	1063.70	N21°21'06"W

LINE TABLE		
LINE	LENGTH	BEARING
L130	175.00	S68°38'54"W
L131	177.14	S68°38'54"W
L134	417.50	S68°38'54"W
L135	115.00	N21°21'06"W
L136	219.86	S68°38'54"W
L137	417.79	S68°38'54"W
L138	145.00	N21°21'06"W
L139	152.31	S68°38'54"W
L140	637.72	S68°38'54"W
L141	175.00	N21°21'06"W
L143	790.10	S68°38'54"W
L145	418.01	S68°38'54"W
L146	115.00	N21°21'06"W
L147	219.86	S68°38'54"W
L148	418.29	S68°38'54"W
L149	145.00	N21°21'06"W
L150	152.31	S68°38'54"W
L151	638.23	S68°38'54"W
L152	175.00	N21°21'06"W
L154	790.61	S68°38'54"W

LINE TABLE		
LINE	LENGTH	BEARING
L156	142.38	S68°38'54"W
L157	145.00	S68°38'54"W
L158	147.11	S68°38'54"W
L159	117.08	S68°38'54"W
L160	112.38	S68°38'54"W
L161	115.00	S68°38'54"W
L162	114.86	S68°38'54"W
L163	152.31	S68°38'54"W
L164	219.86	S68°38'54"W
L165	418.52	S68°38'54"W
L166	418.80	S68°38'54"W
L167	115.00	N21°21'06"W
L168	145.00	N21°21'06"W
L169	175.00	N21°21'06"W
L170	205.00	S21°21'06"E
L171	858.64	N21°21'06"W
L172	678.14	N21°21'06"W
L173	461.21	N21°21'06"W
L174	858.67	N21°21'06"W
L175	678.17	N21°21'06"W

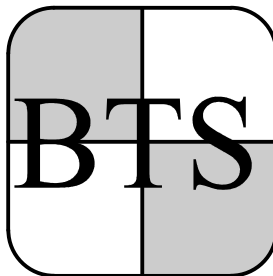
LINE TABLE		
LINE	LENGTH	BEARING
L176	461.24	N21°21'06"W
L177	858.71	N21°21'06"W
L178	678.21	N21°21'06"W
L179	461.28	N21°21'06"W
L180	461.26	S21°21'06"E
L181	461.23	S21°21'06"E
L182	243.63	S21°21'06"E
L183	267.16	S68°38'54"W
L185	243.59	N21°21'06"W
L188	791.11	S68°38'54"W
L189	638.74	S68°38'54"W
L190	358.59	S68°38'54"W
L191	243.54	N21°21'06"W
L194	216.94	S21°21'06"E
L195	180.51	S21°21'06"E
L196	180.51	S21°21'06"E
L197	114.86	S68°38'54"W
L198	114.86	S68°38'54"W
L199	205.00	S21°21'06"E
L200	205.00	S21°21'06"E

LINE TABLE		
LINE	LENGTH	BEARING
L201	1063.70	N21°21'06"W
L202	207.18	S68°38'54"W
L213	280.29	N68°38'19"E
L214	30.00	N68°38'19"E
L215	30.00	N68°38'19"E
L216	30.00	N68°38'19"E
L217	46.79	S68°38'19"W
L218	47.45	S69°36'41"W
L219	935.39	S68°30'59"W
L220	1620.79	S21°40'44"E
L221	690.49	N68°38'19"E
L222	495.60	S21°21'41"E
L223	1755.90	N68°38'19"E
L224	2118.36	N21°21'41"W
L225	1519.98	S68°38'19"W
L226	382.40	S70°43'00"W
L227	228.40	S57°00'00"E
L228	145.00	S18°55'00"E
L229	43.40	S52°50'00"E
L230	297.80	S69°15'00"E

LINE TABLE		
LINE	LENGTH	BEARING
L231	553.50	N20°10'00"W
L232	1093.05	N19°00'00"W
L233	3055.55	S71°00'00"W
L234	1093.05	S19°00'00"E
L235	3055.55	N71°00'00"E
L236	1527.78	N71°00'00"E
L237	2138.19	S19°00'00"E
L238	1527.78	S71°00'00"W
L239	2138.19	S19°00'00"E
L240	1527.78	N71°00'00"E
L241	2138.19	N19°00'00"W
L242	1527.78	S71°00'00"W

SHEET 5 OF 6

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: BM	CREW CHIEF:
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: DECEMBER 3, 2019

Commissioners Court - Regular Session**23.****Meeting Date:** 03/31/2020

Final plat for the MWalker subdivision – Pct 3

Submitted For: Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the MWalker subdivision – Precinct 3.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2020-01-21 – initial submittal of final plat

2020-02-12 – 1st review complete with comments2020-02-24 – 2nd submittal of final plat2020-03-09 – 2nd review complete with comments2020-03-10 – 3rd submittal of final plat2020-03-19 – 3rd review complete with comments cleared

2020-03-25 – receipt of final plat with all signatures

2020-03-26 – final plat placed on the March 31, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Final Plat - Mwalker Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/26/2020

Reviewed By

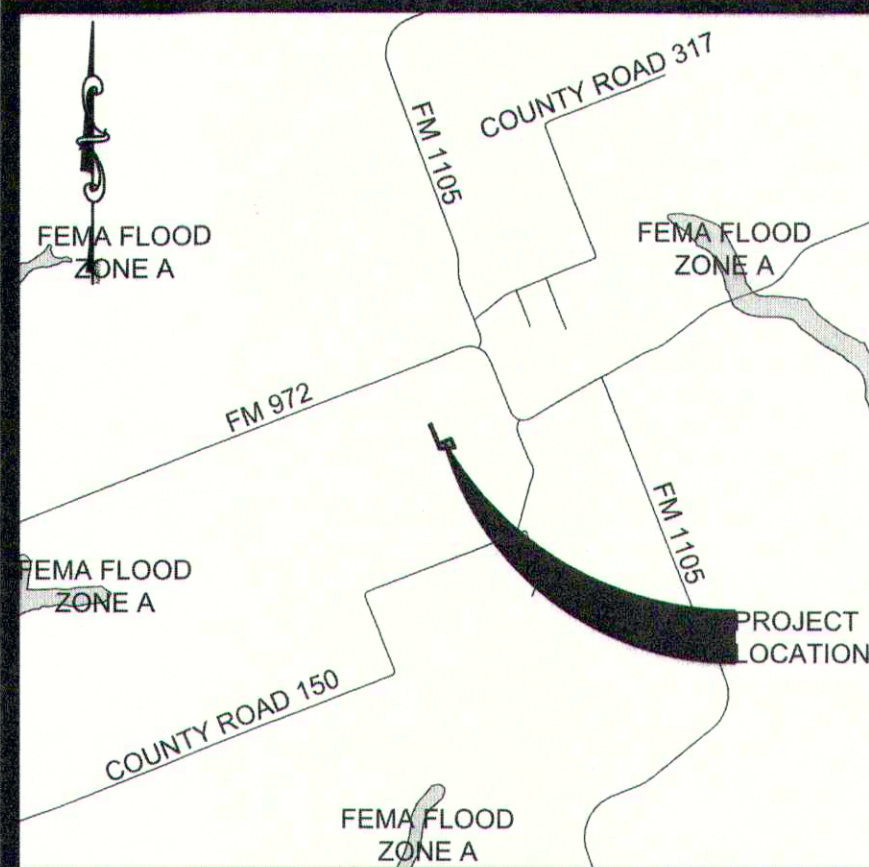
Andrea Schiele

Date

03/26/2020 11:52 AM

Started On: 03/26/2020 11:48 AM

FINAL PLAT OF MWALKER SUBDIVISION



VICINITY MAP
SCALE: 1"=5,000'

LEGEND

- IRON ROD SET, CAPPED "1847"
- IRON ROD FOUND

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L1	20.04'	N68° 31' 42"E
L2	121.13'	S24° 59' 51"E
L3	251.54'	N85° 15' 22"E
L4	20.00'	S04° 45' 06"E
L5	265.48'	N85° 15' 22"E
L6	136.30'	S24° 59' 51"E
L7	121.16'	N85° 15' 22"E

OWNER: MARK D. WALKER AND BRENDA GAIL WALKER
4651 CR 150
GEORGETOWN, TX 78626
PHONE (512)818-7236
EMAIL MARK2303@GMAIL.COM

SURVEYOR: WILLIAM F. FOREST JR., RPLS
FOREST SURVEYING
1002 ASH ST
GEORGETOWN, TX 78626
PHONE (512)930-5927
EMAIL BETHANN@FORESTSURVEYING.COM
PROJECT: LITTLE OPOSSUM CREEK

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 01/21/20
REVISION DATE: 03/10/20

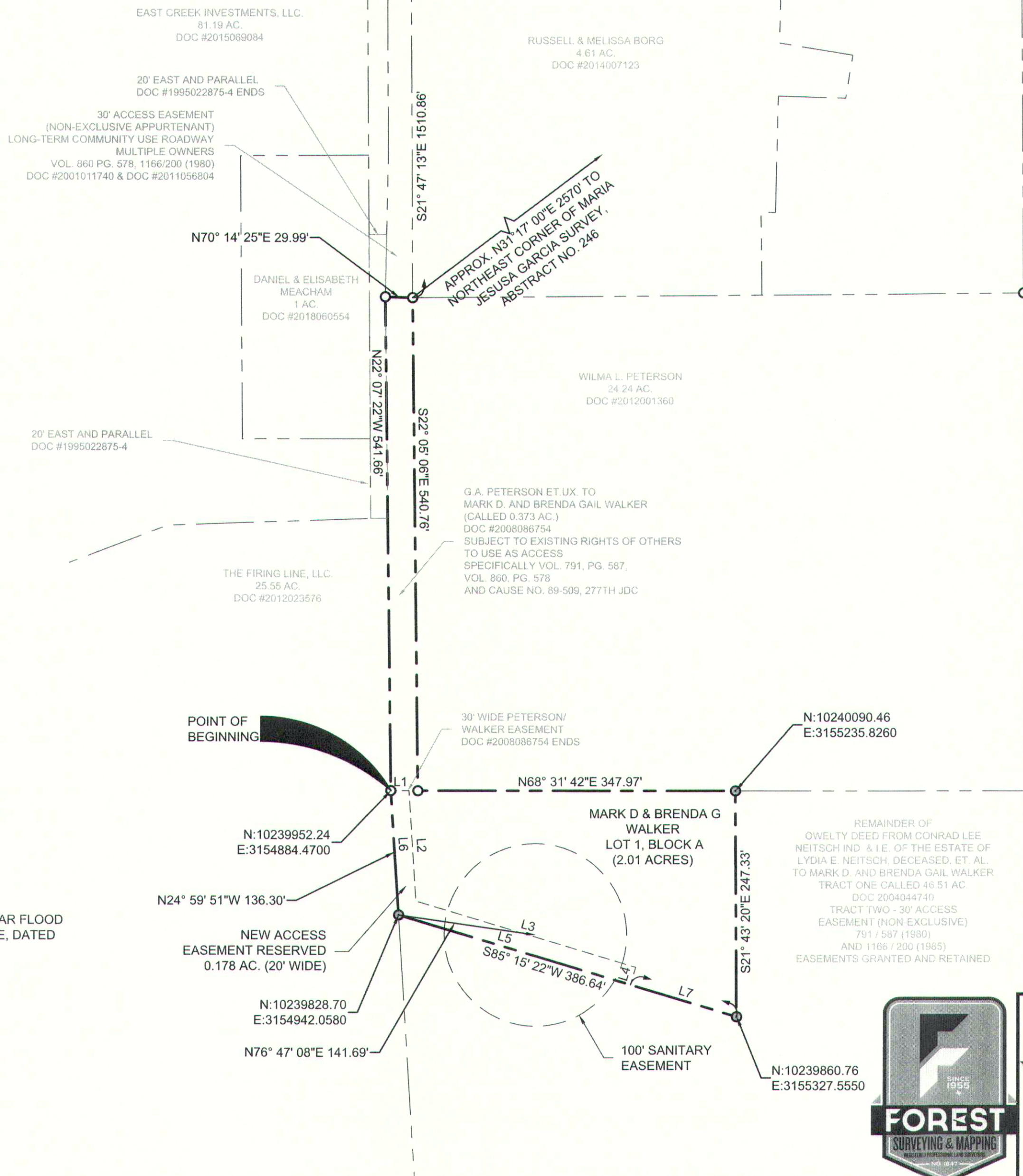
ORIGINAL SURVEY: MARIA JESUSA GARCIA
ABSTRACT NO. 246

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD
PLAIN AS SHOWN ON FIRM PANEL 48453C0325E, DATED
SEPTEMBER 26, 2008

NEW STREETS: NO NEW STREETS ARE PLANNED

NOTES:

- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.



FIELD NOTES:

BEING 2.010 ACRES OF LAND, SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, IN WILLIAMSON COUNTY, TEXAS, (1) INCLUDING A 0.373 ACRE TRACT OF LAND, (SUBJECT TO EASEMENT RIGHTS OF OTHERS THAT ARE ASSOCIATED WITH AN EXISTING COMMUNITY USE ROADWAY OF LONG-TERM DURATION) AS DESCRIBED IN A DEED FROM G.A. PETERSON ET. UX., TO MARK D. WALKER AND WIFE, BRENDA GAIL WALKER, OF RECORD IN DOCUMENT NO. 2008086754, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND (2) PART OF A 46.51 ACRE TRACT OF LAND (TRACT ONE), AS DESCRIBED IN A DEED FROM CONRAD LEE NEITSCH TO MARK D. WALKER AND WIFE, BRENDA GAIL WALKER, OF RECORD IN DOC. NO. 2004044740, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS. THIS TRACT WAS SURVEYED ON THE GROUND IN NOVEMBER OF 2019 UNDER THE DIRECTION OF WILLIAM F. FOREST, JR., REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847. SURVEY NOTE: THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON PIN (STEEL PIN) THAT WAS FOUND, AT THE NORTHWEST CORNER OF SAID 46.51 ACRE TRACT, AND AT THE SOUTHWEST CORNER OF SAID 0.373 ACRE TRACT. THIS CORNER EXISTS IN THE EAST LINE OF A 25.55 ACRE TRACT THAT IS DESCRIBED IN A DEED TO THE FIRING LANE, LLC, OF RECORD IN DOC. NO. 2012023576.

THENCE, ALONG OR NEAR A FENCE, WITH THE COMMON LINE OF SAID 0.373 ACRE TRACT AND SAID 25.55 ACRE TRACT, N 22°07'22" W, 541.66 FEET, TO A 1/2 INCH IRON PIN FOUND, FOR THE NORTHWEST CORNER HEREOF, AT THE NORTHWEST CORNER OF SAID 0.373 ACRE TRACT. THIS CORNER EXISTS AT THE SOUTHWEST CORNER OF A 30 FOOT ACCESS EASEMENT (1.04 ACRES), AS DESCRIBED IN VOL. 860, PG. 578, AND IN VOL. 1166, PG. 200, DEED RECORDS WILLIAMSON COUNTY, TEXAS,

THENCE, WITH THE COMMON LINE OF SAID 0.373 ACRE TRACT, AND SAID 1.04 ACRE EASEMENT TRACT, N 70°14'25" E, 29.99 FEET, TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID 0.373 ACRE TRACT, IN THE NORTH LINE OF THE 25.615 ACRE PROPERTY OF P.O. PETERSON (TRACT TWO VOL. 1571, PG. 398). THIS CORNER EXISTS AT THE SOUTHWEST CORNER OF A 7.39 ACRE TRACT THAT WAS CONVEYED TO RUSSELL KELVIN AND MELISSA K. BORG. FROM THIS CORNER AN IRON PIN THAT WAS FOUND AT THE SOUTHEAST CORNER OF SAID 7.39 ACRE TRACT BEARS: N 68°05'53" E, 669.11 FEET.

THENCE, WITH THE EAST LINE OF SAID 0.373 ACRE TRACT, ALONG OR NEAR A FENCE, S 22°05'06" E, 540.76 FEET, TO A 1/2 INCH IRON PIN WHICH WAS FOUND AT THE SOUTHEAST CORNER OF SAID 0.373 ACRE TRACT.

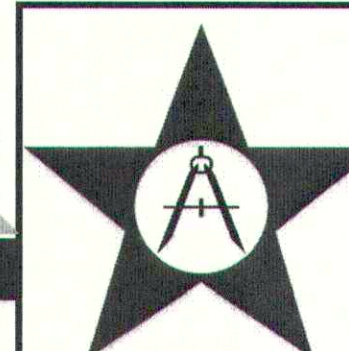
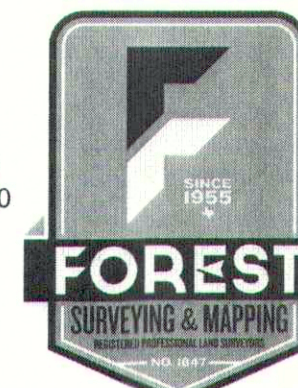
THENCE, WITH THE COMMON LINE OF SAID 46.51 ACRE WALKER TRACT AND SAID 25.615 ACRE PETERSON TRACT, ALONG OR NEAR A FENCE, N 68°31'42" E, 347.97 FEET, TO A 1/2 INCH CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", FOR THE LOWER NORTHEAST CORNER HEREOF. FROM THIS CORNER AN IRON PIN FOUND AT A NORTHEAST CORNER OF SAID 46.51 ACRE TRACT BEARS: N 68°31'42" E, 603.29 FEET,

THENCE, OVER AND ACROSS SAID 46.51 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

- S 21°43'20" E, 247.33 FEET, TO A 1/2 INCH CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", FOR THE SOUTHEAST CORNER HEREOF,
- S 85°15'22" W, 386.64 FEET, TO A 1/2 INCH CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING IN THE COMMON LINE OF SAID 46.51 ACRE WALKER TRACT AND SAID 25.55 ACRE TRACT OF THE FIRING LINE, LLC. FROM THIS CORNER, AN IRON PIN THAT WAS FOUND AT THE UPPER SOUTHWEST CORNER OF SAID 46.51 ACRE WALKER TRACT BEARS: S 24°59'51" E, 999.73 FEET,

THENCE, WITH THE COMMON LINE OF SAID 46.51 ACRE WALKER TRACT AND SAID 25.55 ACRE TRACT OF THE FIRING LINE, LLC, ALONG OR NEAR A FENCE, N 24°59'51" W, 136.30 FEET, TO THE POINT OF BEGINNING.

SHEET
01 OF 02



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, MARK D. WALKER AND BRENDA GAIL WALKER, CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2004044740 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

MWALKER SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19th DAY OF MARCH, 2020.

Mark D. Walker
MARK D. WALKER
4651 CR 150
GEORGETOWN, TX 78626

Brenda Gail Walker
BRENDA GAIL WALKER
4651 CR 150
GEORGETOWN, TX 78626

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

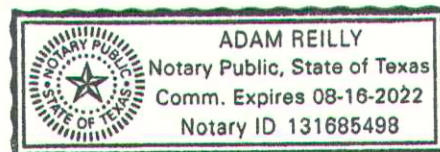
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK D. WALKER, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF MARCH, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

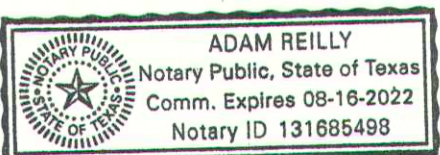
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDA GAIL WALKER, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF MARCH, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM F FOREST JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS. RECORD EASEMENTS ARE IDENTIFIED BY BOUNDARY SURVEY DATED MARCH 11, 2020.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 18 DAY OF MARCH, 2020.

William F Forest Jr.
WILLIAM F FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 1847
STATE OF TEXAS

DATE



FINAL PLAT OF MWALKER SUBDIVISION

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

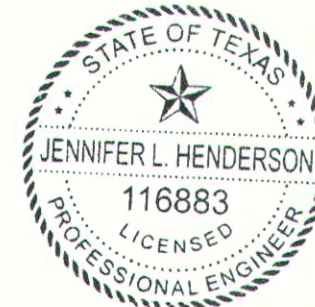
KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48453C0325E, EFFECTIVE DATA SEPTEMBER 26, 2008.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 18th DAY OF MARCH, 2020.

Jennifer L. Henderson
JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

DATE



NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE IS PROVIDED BY: JONAH.
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITIES
3. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48453C0325E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUES FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
6. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
10. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE WHICHEVER IS HIGHER.
11. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. Terron Evertson
J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20____, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Bill Gravel Jr.
BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

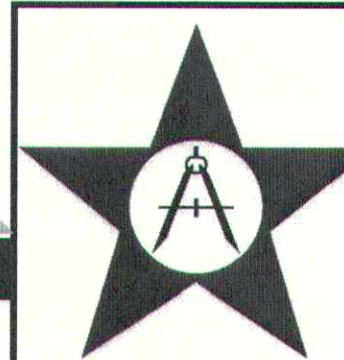
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

**SHEET
02 OF 02**



M&S ENGINEERING
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TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Commissioners Court - Regular Session**24.****Meeting Date:** 03/31/2020

Final plat for the Alvarado subdivision – Pct 3

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Alvarado subdivision – Precinct 3.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2020-01-21 – initial submittal of the final plat
2020-02-19 – 1st review complete with comments
2020-02-26 – 2nd submittal of final plat
2020-02-28 – 2nd review complete with comments
2020-03-19 – 3rd submittal of final plat
2020-03-25 – receipt of final plat with all signatures
2020-03-26 – 3rd review complete with comments clear
2020-03-26 – final plat placed on the March 31, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Alvarado

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

Date

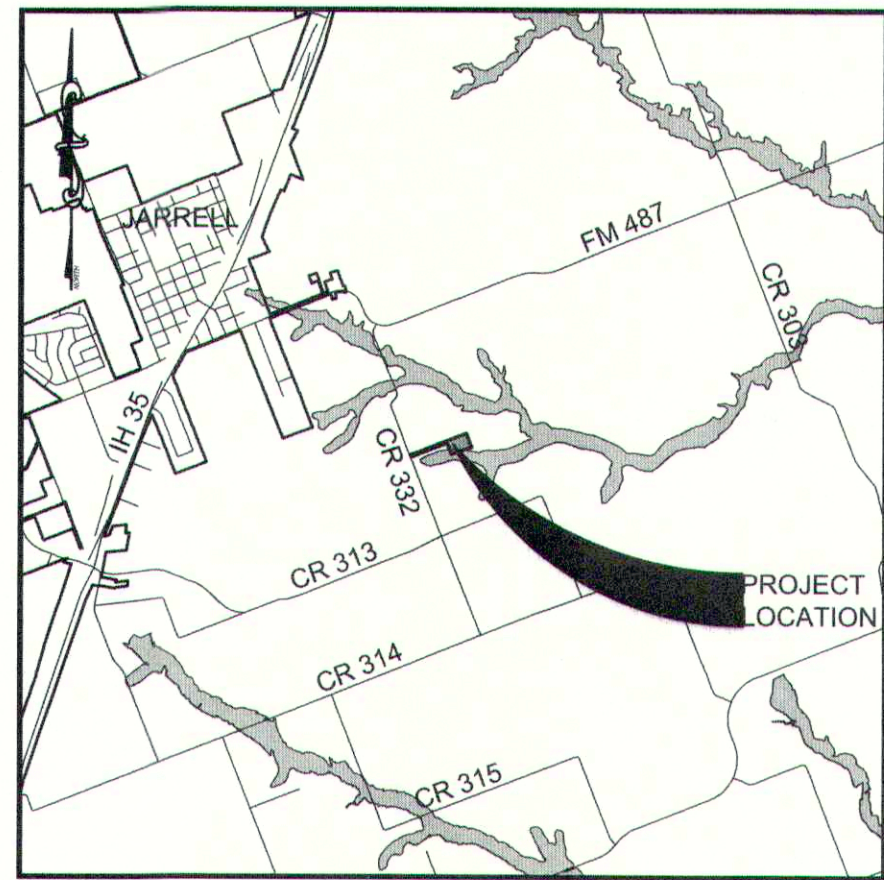
03/26/2020 11:56 AM

Started On: 03/26/2020 11:50 AM

FINAL PLAT OF ALVARADO SUBDIVISION

LEGEND

- IRON ROD SET, CAPPED "1847"
- IRON ROD FOUND
- CIPF CAPPED IRON PIN FOUND



VICINITY MAP
SCALE: 1"=5,000'

0 100 200
SCALE: 1"=100'

DJUANUS KEITH THOMAS
AND STACI THOMAS
(CALLED 8.32 AC.)
DOC #2017066397

AGUADO, ROSA AND PEDRO
5.74 AC.
DOC #201000029008

AGUADO, ROSA AND PEDRO
5.74 AC.
DOC #2009082892

SOLIS, MARIO AND ROSA
7.59 AC.
DOC #2019045511

DANNY G. GLORIA
(CALLED 5.74 ACRES)
DOC 2004086921

PATRICK N. RILEY
TRACT I CALLED 5.95 AC.
TRACT II CALLED 12.99 AC.
DOC# 2017071908

PERIMETER FIELD NOTES:

BEING 5.956 ACRES OF LAND, SITUATED IN THE G. A. SCHNEIDER SURVEY, ABSTRACT NO. 579, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND THAT WAS CALLED 5.95 ACRES, AS DESCRIBED IN A DEED FROM PATRICK N. RILEY, ET. UX., TO CRESCENCIANO ALVARADO AND MARIA A. CASTILLO, AS DESCRIBED IN DOCUMENT NO. 2017071910, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THIS TRACT WAS SURVEYED ON THE GROUND IN OCTOBER OF 2019 UNDER THE DIRECTION OF WILLIAM F. FOREST, JR., REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847. SURVEY NOTE: THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" CAPPED IRON PIN (STEEL PIN), MARKED "5784", THAT WAS FOUND AT THE NORTHWEST CORNER OF SAID 5.95 ACRE TRACT, FOR THE NORTHWEST CORNER HEREOF. THIS CORNER EXISTS AT THE SOUTHWEST CORNER OF THE TRACT CALLED 8.23 AC. AS DESCRIBED IN THE DEED TO DJUANUS KEITH THOMAS AND STACI THOMAS (DOC. 2017066397). AN IRON PIN THAT WAS FOUND AT THE LOWER NORTHWEST CORNER OF THE SAID 8.23 ACRES STANDS N 21°47'04" W 50.25 FEET. A 1/2 INCH IRON PIN WHICH WAS FOUND STANDS N 21°27'08" W, 549.97 FEET FROM THIS CORNER.

THENCE, WITH THE COMMON BOUNDARY OF CRESCENCIANO ALVARADO AND D.K. THOMAS, N 68°36'19" E, 1560.47 FEET, TO A 1/2" CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", AT THE COMMON CORNER OF ALVARADO AND THOMAS, IN THE WEST BOUNDARY OF THE PROPERTY THAT WAS CONVEYED TO SCHWERTNER FARMS, INC. (CALLED 113.40 AC. VOL. 1771, PG. 253),

THENCE, WITH A BOUNDARY THAT REMAINS WESTERLY FROM AN EXISTING FENCE, WITH THE COMMON BOUNDARY OF CRESCENCIANO ALVARADO AND SCHWERTNER FARMS, INC., S 21°23'38" E, 383.52 FEET, TO A 1/2" CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", FOR THE SOUTHEAST CORNER OF THIS PROPERTY AND FOR THE NORTHEAST CORNER OF THE PROPERTY OF PATRICK N. RILEY (TRACT II CALLED 12.99 AC. AS DESCRIBED IN DOC. 2015090691).

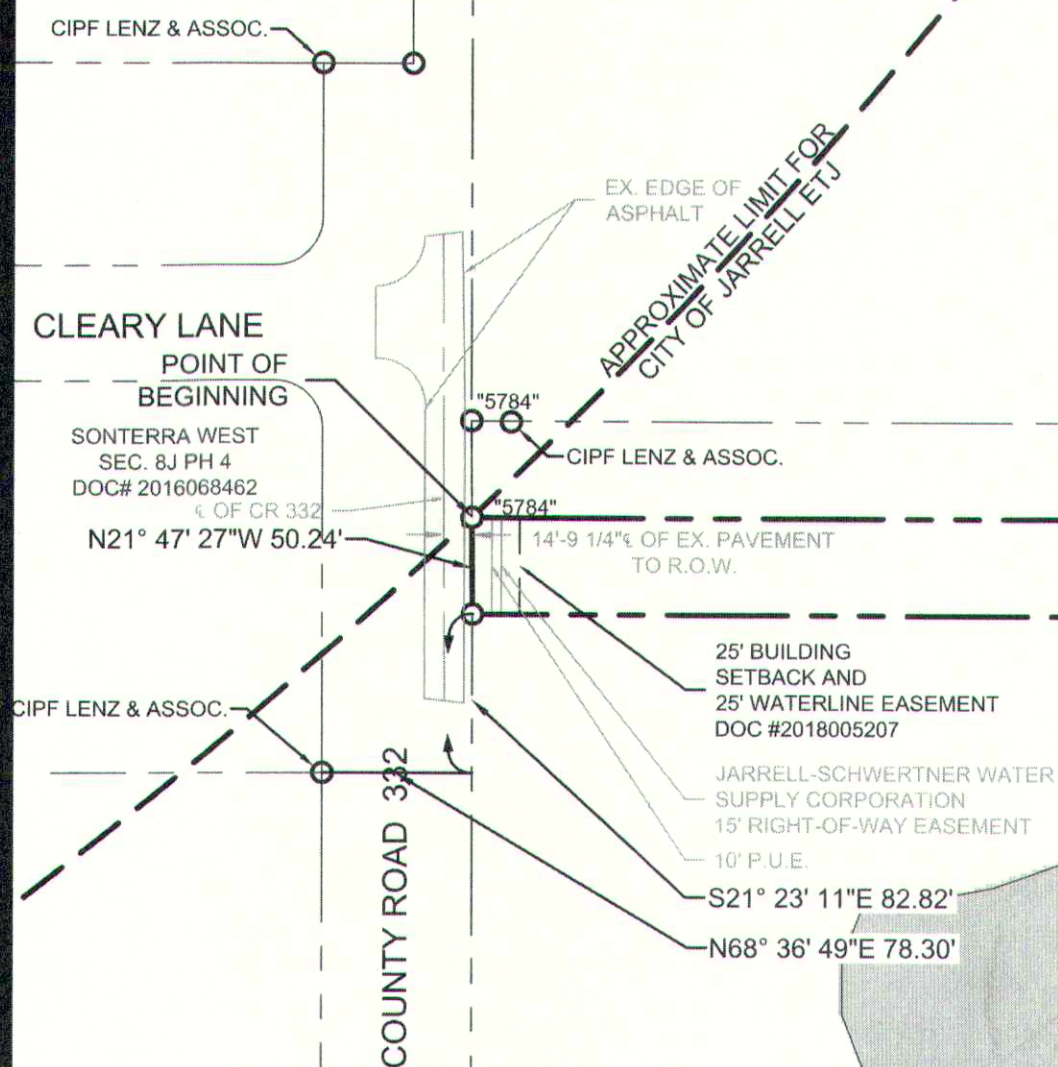
THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND RILEY, S 70°43'45" W, 560.06 FEET, TO A POST THAT WAS FOUND HAVING A NAIL AT ITS BASE (IN THE EAST BOUNDARY OF THE PROPERTY THAT WAS CONVEYED BY WM. G. FISCHER, ET. UX. TO MARIO AND ROSA SOLIS, CALLED 7.59 AC. DOC. 2019045511),

THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND SOLIS, N 21°36'56" W, 312.27 FEET, TO A FENCE CORNER POST HAVING A NAIL AT ITS BASE,

THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND SOLIS, S 68°37'11" W, 999.24 FEET, TO A 1/2" IRON PIN FOUND IN THE EAST LINE OF COUNTY ROAD 332,

THENCE, WITH THE EAST LINE OF COUNTY ROAD 332 AND THE WEST BOUNDARY ALVARADO, N 21°47'27" W, 50.24 FEET, TO THE POINT OF BEGINNING.

SCHWERTNER FARMS, INC.
(CALLED 130.40 AC.)
2019092046



OWNER: CRESCENCIANO ALVARADO AND MARIA A. CASTILLO
SPHERE REALTY
1440 CR 332
JARRELL, TX 76537
PHONE 352.455.9284
EMAIL CRE3@SPHERE-REALTY.COM

SURVEYOR: WILLIAM F. FOREST JR., RPLS
FOREST SURVEYING
1002 ASH ST.
GEORGETOWN, TX 78626
PHONE 512.930.5927
EMAIL BETHANN@FORESTSURVEYING.COM
PROJECT: ALVARADO SUBDIVISION

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 01/21/20

REVISION DATE: 02/19/20

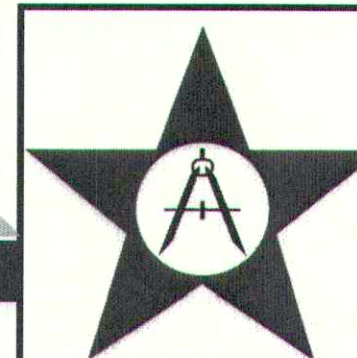
ORIGINAL SURVEY: SCHNEIDER, G. A., ABSTRACT NO. 579

FEMA FLOODPLAIN: THE 100 YEAR FEMA FLOOD ZONE A ENCROACHES AS SHOWN ON FIRM PANEL 48491C0150F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

MINIMUM FFE: 801.10'

**SHEET
01 OF 03**



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

FINAL PLAT OF
ALVARADO SUBDIVISION

- NOTES:
1. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS.
 2. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
 3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
 4. WATER SERVICE WILL BE PROVIDED BY JSWSC.
WASTEWATER SERVICE WILL BE PROVIDED BY OSSF.
 5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
 6. LOT 1 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0150F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
 7. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOT 1 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
 8. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOT 1 SHOWN ON THIS PLAT ARE DETERMINED BY M&S ENGINEERING, LLC, BY ADDING AT LEAST ONE FOOT OR MORE TO THE BASE FLOOD ELEVATION (BFE) DETERMINED BY WILLIAMSON COUNTY STUDY, DATED 1/17/2020.
 9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
 10. A 10-FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES.
 11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 12. AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN VOLUME 235, PAGE 70.
 13. AN ELECTRIC UTILITY EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN DOC #2006062180.
 14. THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS CONSTRUCTED ON THIS PROPERTY SHALL BE NO LOWER THAN 801.1'.
 15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

WE, CRESCENCIANO ALVARADO AND MARIA A. CASTILLO, CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF March, 2020

[Signature]
CRESCENCIANO ALVARADO
1440 CR 332
JARRELL, TX 76537

[Signature]
MARIA A. CASTILLO
1440 CR 332
JARRELL, TX 76537

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CRESCENCIANO ALVARADO, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA A. CASTILLO, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

I, PATRICK RILEY, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF March, 2020

[Signature]
PATRICK RILEY
105 KEYSTONE CV
GEORGETOWN, TX 78633

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

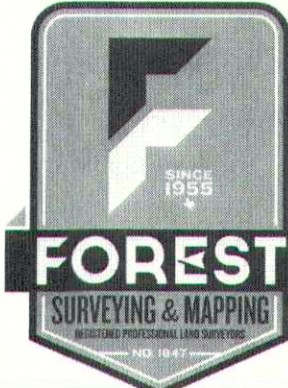
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICK RILEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF March, 2020

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

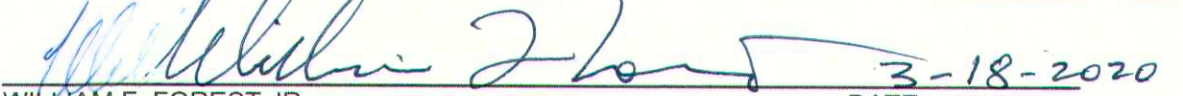


FINAL PLAT OF
ALVARADO SUBDIVISION

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM F. FOREST JR., REGISTERED PROCESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 18 DAY OF MARCH, 2020


WILLIAM F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 1847
STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROCESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0150F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 12TH DAY OF MARCH, 2020

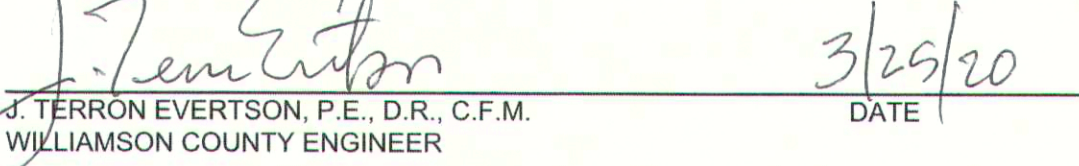

JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20____, A.D.

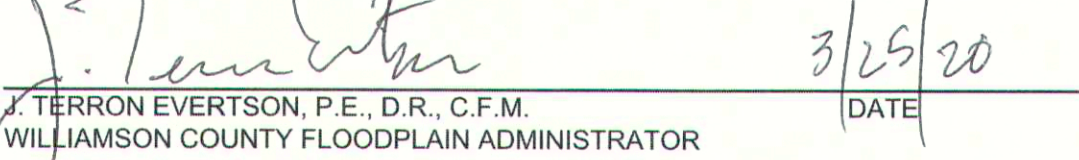
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THE CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.


J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

3/29/20
DATE

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OF SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS VERIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.


J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

3/29/20
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

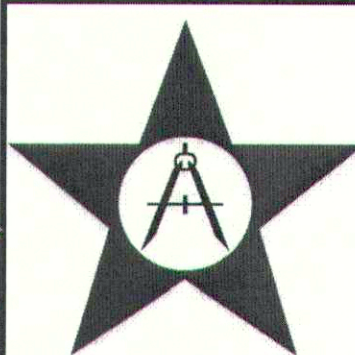
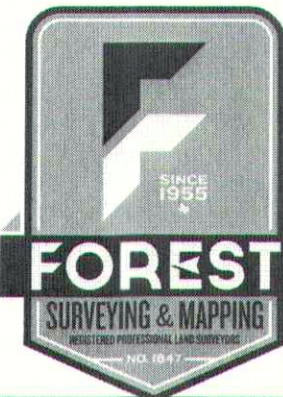
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET
03 OF 03



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Commissioners Court - Regular Session**25.****Meeting Date:** 03/31/2020

Replat for the Northwest Acres Lot 8 subdivision – Pct 2

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat for the Northwest Acres, Lot 8 subdivision – Precinct 2.

Background

This is the replat for the Northwest Acres, Lot 8 subdivision. It consists of 2 lots and no new public roads.

Timeline

2019-11-26 – initial submittal of replat
2019-12-23 – 1st review complete with comments
2020-01-15 – 2nd submittal of replat
2020-01-24 – 2nd review complete with comments
2020-03-04 – 3rd submittal of replat
2020-03-04 – 3rd review complete with comments
2020-03-10 – 4th submittal of replat
2020-03-10 – 4th review complete with comments
2020-03-13 – 5th submittal of replat
2020-03-13 – 5th review complete with comments clear
2020-03-17 – replat received with all signatures
2020-03-26 – replat placed on the March 31, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

replat - Northwest Acres Lot 8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

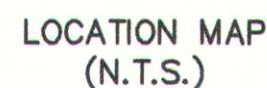
Date

03/26/2020 11:59 AM

Started On: 03/26/2020 11:53 AM

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

3.21 ACRES OF LAND BEING LOT 8, NORTHWEST ACRES, A SUBDIVISION
IN WILLIAMSON COUNTY, TEXAS, RECORDED IN CABINET B, SLIDE 92 IN
THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



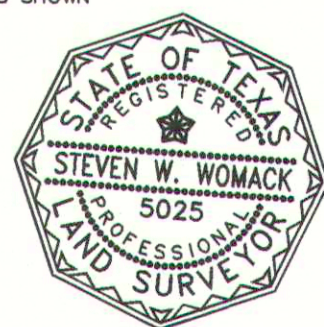
NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP). COMMUNITY PANEL No. 48491C0250E EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR AND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE MY PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS SURVEY AND PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE SURVEYED LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

13 Mar 2020



Dorothy Sullivan
Lot 20
2006029030

Ranolph Weber
Lot 21
2014009455

Lonnie Campos
Lot 10
Phillip Lane
Estates
2000037827

Ismael Aviles
Lot 9
2004049183

Lot 8B
2.21 Acres

Thomas Sanders
Lot 6-7
Phillip Lane
Estates
9640703

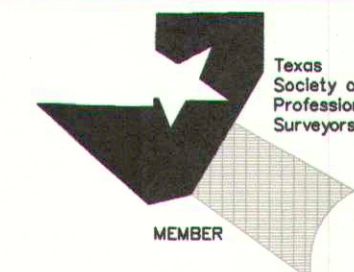
Ismael Aviles
Lot 7
2006095662

Ismael Aviles
Lot 6
2006095662

STREET L.F.= 0
LOTS= 2
TOTAL ACREAGE= 3.21

OWNER:
Ismael Aviles
1000 Phillip Lane
LIBERTY HILL, TX 78642
PH. 512-736-3151
Email: ledezma1591@gmail.com

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220



LEGEND

- IRON ROD FOUND
- IRON ROD SET

TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD83 NAVD88
GEOID MODEL: GEOID 12B
GRID COORDINATES ILLUSTRATED
SURFACE FACTOR = 1.00012

Replat of Lot 8, Northwest Acres

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Fax: (512) 638-0220

SSCALE: 1"= 100'	DATE: 11/12/19
REVISED:	DISK:
DRAWN BY: C.P.	
FILE NAME: 19-044	
APPROVED BY: S.W.	
PROJECT NO.: 19-044	

SHEET
1
OF 2

FIELD NOTES

3.21 ACRES OF LAND BEING LOT 8, NORTHWEST ACRES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS RECORDED IN CABINET B, SLIDE 92 IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEGINNING at an iron rod at the northwest corner of Lot 9, being also on the southerly right-of-way of Phillip Lane, for the northeast corner and Point of Beginning of the herein described tract;

Thence S 19 deg 00 min 00 sec E 650.00 feet to an iron rod at the southwest corner of said Lot 9, for the southeast corner of the herein described tract;

Thence S 71 deg 00 min 00 sec W 215.00 feet to an iron rod at the northwest corner of Lot 7, for the southwest corner of the herein described tract;

Thence N 19 deg 00 min 00 sec W 650.00 feet to an iron rod on the said right-of-way, for the northwest corner of the herein described tract;

Thence N 71 deg 00 min 00 sec E 215.00 feet to Point of Beginning, and containing 3.21 Acres of land, more or less.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF NORTHWEST ACRES, AS RECORDED IN CABINET B SLIDE 92 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
8. WATER SERVICE WILL BE PROVIDED BY GEORGETOWN WATER.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
10. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.
11. EXISTING SLOPES ARE 0% - 15%.
12. THERE ARE NO DRAINWAYS OR WATERCOURSES ON THIS PROPERTY.
13. THE PROPERTY HAS POSITIVE DRAINAGE.
14. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH A TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
15. THE "FLAG" AREA OF LOT 8B IS HEREBY DEDICATED AS A JOINT USE ACCESS EASEMENT.
16. THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW, AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"x15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE. DRIVEWAY DRAINAGE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER. CERTIFICATION OF A REGISTERED PROFESSIONAL ENGINEER AS TO THE SIZE OF THE DRIVEWAY DRAINAGE PIPES FOR EACH LOT/DRIVEWAY IN A SUBDIVISION SHALL BE SHOWN ON THE PLAT. SIZE (18" MIN) (12" PER GTCSS), LENGTH (22' MIN) AND INVERT ELEVATIONS OF DRIVEWAY CULVERTS MUST BE SHOWN FOR EACH LOT IN A TABLE ON THE PLAT AND IN ALL DEED RESTRICTIONS. LARGER OR LONGER DRAINPIPES SHALL BE INSTALLED IF NECESSARY, TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%. CULVERTS SHALL INCLUDE A SAFETY END TREATMENT.
17. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
18. LOT 2B MAY NOT BE FURTHER SUBDIVIDED.
19. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
20. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
21. LANDSCAPING IS PROHIBITED WITHIN THE COUNTY RIGHT OF WAY.
22. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ISMAEL & MARIA AVILES, BEING THE SOLE OWNER OF THE 3.21 ACRE LOT 8, NORTHWEST ACRES AS RECORDED IN CABINET B, SLIDE 92 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 8 BEING CONVEYED TO ME, AND RECORDED IN DOCUMENT NO. 2004049183 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "REPLAT OF LOT 8, NORTHWEST ACRES", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECDORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 3 DAY OF March, 2020 A.D.

BY: Ismael Aviles
ISMAEL AVILES

BY: Maria Aviles
MARIA AVILES

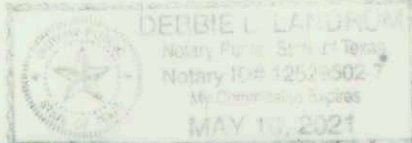
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ISMAEL AVILES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 3 DAY OF March, 2020 A.D.

Debbie L Landrum
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Debbie L Landrum MY COMMISSION EXPIRES ON May 10, 2021
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 3 DAY OF March, 2020 A.D.



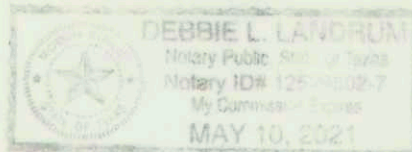
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA AVILES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 3 DAY OF March, 2020 A.D.

Debbie L Landrum
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Debbie L Landrum MY COMMISSION EXPIRES ON May 10, 2021
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 3 DAY OF March, 2020 A.D.



OSSF

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

J. Terron Evertson 3/17/20
J. Terron Evertson, PE, DR, CFM Date
County Engineer

Addressing

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL, Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "REPLAT OF LOT 8, NORTHWEST ACRES", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, Jr., COUNTY JUDGE, DATE

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., AND WAS DULY RECORDED ON THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDES _____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: _____
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NOEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Replat of Lot 8, Northwest Acres
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 11/12/19
REVISED: _____ DISK: _____
DRAWN BY: C.P.
FILE NAME: 19-048
APPROVED BY: S.W.
PROJECT NO.: 19-048

SHEET
2
OF 2

Commissioners Court - Regular Session**26.****Meeting Date:** 03/31/2020

2019 Action Plan Amendment/Crisis Center

Submitted By: Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action to amend the 2019 Community Development Block Grant Annual Action Plan by changing the scope of the Williamson County Crisis Center (Hope Alliance) childcare social service project to Williamson County Crisis Center (Hope Alliance) transitional housing and emergency housing for victims of domestic violence social service project.

Background

Persons experiencing domestic violence, particularly women and children with limited economic resources, are at increased vulnerability to homelessness. Although safe housing can provide a pathway to freedom, there are many barriers that prevent survivors from obtaining or maintaining safe and affordable housing. The majority of survivors experience financial abuse, meaning that they have not had access to the family finances, have been prohibited from working, or have had their credit scores destroyed by the abusive partner. Hope Alliance witnesses this intersection between domestic violence and homelessness daily and is committed to empowering survivors to secure not only permanent housing, but also their independence. To that end, Hope Alliance would like to utilize these CDBG funds to offer financial assistance to survivors participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing an unsafe situation.

Clients will apply for this assistance through their Hope Alliance Care Coordinator who will assess for eligibility and potential impact of the assistance. Clients will need to demonstrate immediate need, a plan for retaining safe housing beyond this one-time assistance, and a commitment to continued participation in case management services such as financial literacy sessions that help develop budgeting and money management skills.

Hope Alliance anticipates assisting 35-50 clients. This amendment does not alter the funding amount of \$35,000 or the funding recipient.

Approving this request will trigger a substantial amendment to the Annual Action Plan which will require a 30-day public comment period.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Reviewed By

Andrea Schiele

Date

03/25/2020 03:43 PM

Started On: 03/25/2020 03:15 PM

Final Approval Date: 03/25/2020

Commissioners Court - Regular Session**27.****Meeting Date:** 03/31/2020

2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$87,060 from North Campus Facilities (P324) to Georgetown Annex (P325).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/23/2020 01:37 PM

Form Started By: Emmeline Hawkins

Started On: 03/23/2020 07:41 AM

Final Approval Date: 03/23/2020

Commissioners Court - Regular Session**28.****Meeting Date:** 03/31/2020

Local Provider Participation Fund (LPPF) Fiscal Year 2020

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for April 21, 2020, at 10:00 a.m.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 03/25/2020

Reviewed By

Andrea Schiele

Date

03/25/2020 09:51 AM

Started On: 03/24/2020 02:34 PM

Commissioners Court - Regular Session**29.****Meeting Date:** 03/31/2020

Indigent Health Care LIT 3/31/20

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Health District Department.

Background

Indigent health care costs are no longer paid by the Uncompensated Care Program. The Line Item Transfer is necessary to transfer the budget to the appropriate expenditure lines.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0630.004909	Uncompensated Care Program	\$4,400,000.00
To	0100.0630.004905	Payment to Indigents	\$4,300,000.00
To	0100.0630.004063	Admin. Cost, Indigent	\$100,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 03/25/2020

Reviewed By

Andrea Schiele

Date

03/25/2020 03:10 PM

Started On: 03/25/2020 11:27 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 03/31/2020

2019 Road Bond Allocation

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the 2019 Road Bond budget allocation recommended by Mike Weaver, Road Bond Manager.

Background

Attached is the allocation for the first phase budgets allocating \$300 million of the 2019 Road Bond funds by precinct and by project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Road Bond Budgets

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/20/2020 04:47 PM

Form Started By: Emmeline Hawkins

Started On: 03/19/2020 08:25 AM

Final Approval Date: 03/20/2020

**2019 ROAD BOND
PROPOSED PROJECT BUDGETS**

PRECINCT	ROAD BOND PROJECTS IN DESIGN	2019 BUDGET	~Budget available in 2013 RB
1	Forest North Drainage Improvements Phase 3 (P225)	\$ 4,000,000.00	\$ 2,000.00
1	Pond Springs Road Area Drainage Improvements (P309)	\$ 2,000,000.00	\$ 57,000.00
1	H / Sam Bass (RM 1431 to Wyoming Springs Drive) (P462)	\$ 15,000,000.00	~LTP Budget \$4,400,000.00
1	Anderson Mill Road (Parmer Lane/End of Anderson Mill Road to Loop 1) (P337)	\$ 1,000,000.00	
1	RM 620 Extension (SH 45 to McNeil Road) (P338)	\$ 1,000,000.00	
1	Wyoming Springs Intersection Improvements (At Smyers Lane) (P339)	\$ 500,000.00	
Precinct 1 Sub-total		\$ 23,500,000.00	
2	Ronald Reagan Boulevard Widening (SH 29 to FM 3405) 70% (P336)	\$ 15,750,000.00	
2	Hero Way (RM 2243 Realignment) (US 183A to Southwest Bypass) (P326)	\$ 10,000,000.00	\$ 4,935,000.00
2	Bagdad Road/CR 279 (San Gabriel Parkway to Jinks Branch/Leander City Limits) (P342)	\$ 5,000,000.00	
2	Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits) (P343)	\$ 20,000,000.00	
2	Corridor I (P344)	\$ 5,000,000.00	
2	CR 214 Extension (P345)	\$ 1,000,000.00	
2	Liberty Hill (SH 29) Bypass (RM 1869 to CR 279) (P346)	\$ 7,000,000.00	
2	Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane) (P347)	\$ 3,000,000.00	
Precinct 2 Sub-Total		\$ 66,750,000.00	
3	Ronald Reagan Boulevard Widening (SH 29 to FM 3405) (P336)	\$ 6,750,000.00	\$ 109,000.00
3	Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130) (P292)	\$ 11,000,000.00	\$ 944,000.00
3	Southeast Inner Loop Extension (Corridor C/SH29 Bypass) (Sam Houston Avenue at Patriot Way to SH 29) (P459)	\$ 14,500,000.00	~LTP Budget \$830,000.00 ~RB Budget \$7,850,000.00
3	Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway) (P352)	\$ 5,000,000.00	
3	CR 245 (North of RM 2338 to Ronald Reagan Boulevard) (P353)	\$ 7,000,000.00	
3	Ronald Reagan Boulevard at Silver Spur Boulevard (P354)	\$ 1,750,000.00	
3	Ronald Reagan Boulevard at Sun City Boulevard (P357)	\$ 800,000.00	
3	SH 195 at Ronald Reagan Boulevard (P358)	\$ 4,000,000.00	

**2019 ROAD BOND
PROPOSED PROJECT BUDGETS**

PRECINCT	ROAD BOND PROJECTS IN DESIGN	2019 BUDGET	~Budget available in 2013 RB
3	Bud Stockton Extension (CR 305 to FM 487) (P307)	\$ 6,000,000.00	\$ 790,000.00
3	Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D) (P359)	\$ -	
3	Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305) (P360)	\$ 6,000,000.00	
3	Corridor I (FM 3405) (US 183 to Ronald Reagan Boulevard) (P361)	\$ 4,000,000.00	
3	CR 110 North (CR 107 to Patriot Way / Sam Houston Avenue) (P362)	\$ -	
3	CR 175 (South of Creek Meadow Cove to FM 2243) (P363)	\$ 1,000,000.00	
3	CR 314 Safety Improvements (IH 35 Northbound Frontage Road to CR 314) (P364)	\$ 1,300,000.00	
3	CR 314 Widening (East of CR 315 to CR 332) (P365)	\$ 4,000,000.00	
3	CR 332 Realignment (South of FM 487 to North of CR 313) (P366)	\$ 2,000,000.00	
3	MoKAN (Georgetown Inner Loop to University Boulevard) (P370)	\$ 2,000,000.00	
3	RM 2243 (Ronald Reagan Boulevard to Southwest Bypass) (P367)	\$ -	
Precinct 3 Sub-Total		\$ 77,100,000.00	
4	CR 366 (Chandler Road to Carlos G. Parker Boulevard) (P296)	\$ 7,250,000.00	\$ 112,500.00
4	FM 3349/US 79 Interchange (US 79 to CR 404) (P332)	\$ 10,000,000.00	\$ 715,000.00
4	Bartlett Street Project (P369)	\$ 475,000.00	
4	Davilla Culvert Replacement (P486)	\$ 200,000.00	\$ 230,000.00
4	Corridor E2 (US 79 to Chandler Road / Corridor B2) (P371)	\$ 5,180,082.55	
4	Corridor E3 (Chandler Road / Corridor B2 to Future SH 29) (P372)	\$ 1,000,000.00	
4	Coupland Street Project (P373)	\$ 1,000,000.00	
4	Thrall Street Project (P374)	\$ 850,000.00	
4	CR 129 (South of Brushy Creek to North of South County Line) (P375)	\$ 2,750,000.00	
4	CR 134 / CR 132 Extension (Hutto Arterial) (P376)	\$ 6,500,000.00	

**2019 ROAD BOND
PROPOSED PROJECT BUDGETS**

PRECINCT	ROAD BOND PROJECTS IN DESIGN	2019 BUDGET	~Budget available in 2013 RB
4	MoKAN (University Boulevard to SH 45) (P380)	\$ 12,000,000.00	
4	SH 130 Northbound Frontage Road (Phase 3) (US 79 to Limmer Loop) (P302)	\$ 4,000,000.00	\$ 514,000.00
4	Southeast Loop (Corridor E1) (CR 138 to CR 137) (P463)	\$ 26,000,000.00	~LTP Budget \$86,000.00
Precinct 4 Sub-Total		\$ 77,205,082.55	
COUNTYWIDE	Atlas 14 Mapping (P382)	\$ 1,500,000.00	
COUNTYWIDE	Low Water Crossing Protection (P383)	\$ 1,500,000.00	
County Wide Sub-Total		\$ 3,000,000.00	
1	Parmer Lane at SH 45 Interchange (Managed by the CTRMA) (P340)	\$ 3,000,000.00	*
1	Wyoming Springs Extension (Brightwater Buolevard/Creek Bend to Sam Bass Road) (Managed by the City of Round Rock) (P341)	\$ 10,300,000.00	
2	Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road) (Managed by City of Cedar Park) (P348)	\$ 4,450,000.00	
2	Brushy Creek Road Widening (Ranch Trails to Arrowhead Trails) (Managed by City of Cedar Park) (P349)	\$ 3,000,000.00	
2	Long Run Road (CR 214 to CR 258) (Managed by City of Liberty Hill) (P350)	\$ 550,000.00	
3	Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road) (Managed by City of Cedar Park) (P368)	Repeat from Above	
4	CR 112 Widening (FM 1460 / A.W. Grimes to CR 117) (Managed by City of Round Rock) (P377)	\$ 20,000,000.00	
4	CR 112 Widening (CR 117 to CR 110) (Managed by City of Round Rock) (P378)		
4	Cottonwood Creek Drainage Improvements (Managed by the City of Hutto) (P379)	\$ 2,300,000.00	
4	Old Settlers Boulevard (North Red Bud Lane / CR 122 to CR 110) (Managed by City of Round Rock) (P381)	\$ 9,000,000.00	
Managed by Others Sub-Total		\$ 52,600,000.00	
PROGRAM TOTAL		\$ 300,155,082.55	

Commissioners Court - Regular Session**31.****Meeting Date:** 03/31/2020

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/25/2020

Reviewed By

Andrea Schiele

Date

03/25/2020 03:04 PM

Started On: 03/25/2020 03:00 PM

Commissioners Court - Regular Session**32.****Meeting Date:** 03/31/2020

Contract Amendment for Corridor C

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to The Real Estate Contract with Emma. L. Lawhon Family Land Partnership for Right of Way needed on the Corridor C project (Parcel 1). Funding Source: Corridor P459.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lawhon Contract Amendment

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:24 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:10 AM

Final Approval Date: 03/26/2020

FIRST AMENDMENT TO REAL ESTATE CONTRACT

Corridor C/SH29 Bypass Right of Way—Parcel 1

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT (the “First Amendment”), is entered into by and among WILLIAMSON COUNTY, TEXAS, (the “Purchaser”) and EMMA L. LAWHON FAMILY LAND PARTNERSHIP (referred to in this contract as “Seller”, whether one or more). The Seller and the Purchaser are individually referred to as “Party” and collectively referred to as the “Parties”. Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, on or about the 3rd day of March, 2020, the Parties entered into that one certain Real Estate Contract (“Contract”) for the purchase of 19.179 acres of real property for construction of proposed Corridor C/SH 29 Bypass roadway improvements, and additional portions of the remaining property of Seller (the “Contract”); and

WHEREAS, subsequent to the full execution of the Contract, Seller desired to modify the description of the additional remainder portions of the Property to be conveyed, and Purchaser desires to agree to the requested modification; and

WHEREAS, the Parties desire to amend and correct the description of the Property and the amount of the Purchase Price to reflect the agreed modifications; and

WHEREAS, the revised metes and bounds description of the Property as 18.867 acres (821,860 SF) has been prepared by Purchaser, a copy of which is attached hereto as Exhibit “A”;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the County and the Purchaser mutually agree as follows:

Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the Contract unless the context clearly requires otherwise.

Section 2. Amendment

- (a) Article I, Purchase and Sale, of the Contract is amended as follows:

**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:

All of that certain 18.867 acre (821,860 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No.556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

- (b) Article II, Purchase Price, Section 2.01. of the Contract is amended as follows:

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED TWELVE THOUSAND FOUR HUNDRED FORTY-NINE and 00/100 Dollars (\$712,449.00).

Section 3. Miscellaneous

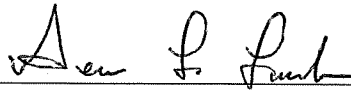
(a) To the extent necessary to affect the terms and provisions of this First Amendment, the Contract is hereby amended and modified. In all other respects, the aforesaid Contract is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly effective as of the last date executed by the parties below.

SELLER:

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

By: 
Gene L. Lawhon
General Managing Partner

Address: 2200 Patriot Way
Georgetown, Texas 78626

Date: 3-19-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT **A**
PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 18.867 ACRE (821,860 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EASTERLY REMAINDER OF THAT CALLED 228.90 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EMMA L. LAWHON FAMILY LAND PARTNERSHIP RECORDED IN DOCUMENT NO. 2006095405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 18.867 ACRE (821,860 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the northerly corner of said easterly remainder of the 228.90 acre tract of land, same being the northwesterly corner of that called 52.65 acre (West Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas;

THENCE, departing said existing southeasterly ROW line, with the common boundary line of said easterly remainder tract and said 52.65 acre tract, S 36°17'28" E for a distance of 806.46 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10198814.18, E=3151439.18 TxSPC Zone 4203) set 719.80 feet left of proposed Corridor C baseline station 115+22.57, in the northerly proposed ROW line of Corridor C (variable width ROW), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with the common boundary line of said easterly remainder tract and said 52.65 acre tract, S 36°17'28" E, for a distance of 930.53 feet to a 1" iron rod found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, same being the southeasterly corner of said easterly remainder tract, being in the northerly boundary line of that called 36.63 acre tract of land described in General Warranty Deed With Vendor's Lien to Richard A. Sliva, Et Ux Karen L. Thompson-Sliva recorded in Document No. 9724044 of the Official Records of Williamson County, Texas, also being the southwesterly boundary corner of said 52.65 acre tract, for the southeasterly corner of the herein described tract;
- 2) **THENCE**, departing said 52.65 acre tract, with said ostensible survey line, being the southerly boundary line of said easterly remainder tract, same being in part the northerly boundary line of said 36.63 acre tract, the northerly boundary line of that called 30.00 acre tract described in Special Warranty Deed With Vendor's Lien to Larry James Reid and Wife, Rhonda G. Reid recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas and the northerly boundary line of Valley Vista, a subdivision of record in Cabinet P, Slide 18-20 of the Plat Records of Williamson County, Texas, S 68°31'00" W, 771.10 feet pass an iron rod found with plastic cap stamped "TLS INC" being the common corner of said 30.00 acre tract and said Valley Vista subdivision, also being in the proposed southerly ROW line of said Corridor C, continuing with said proposed ROW line for a total distance of 1542.30 feet to an iron rod with plastic cap stamped "ALL COUNTY" found, in the existing ROW line of Patriot Way (variable width ROW), for the southwesterly corner of said easterly remainder tract and the herein described tract;
- 3) **THENCE**, departing said Valley Vista subdivision, with the common boundary line of said easterly remainder tract and said existing ROW line, N 21°06'48" W for a distance of 372.87 feet to an iron rod with plastic cap stamped "ALL COUNTY" found 190.55 feet left of proposed Corridor C baseline station 102+21.51, for an ell corner;

County: Williamson
Parcel: 1
Project: Corridor C

Rev: March 11, 2020
November 20, 2019
Page 2 of 4

THENCE, departing said existing ROW line, through the interior of said easterly remainder tract, with the proposed northwesterly ROW line of said Corridor C, the following ten (10) courses:

- 4) N 68°37'35" E for a distance of 588.67 feet to an iron rod with aluminum cap stamped "ROW 4933" set 190.55 feet left of proposed Corridor C baseline station 108+10.18, for an angle point;
- 5) N 27°51'01" E for a distance of 152.95 feet to an iron rod with aluminum cap stamped "ROW 4933" set 290.44 feet left of proposed Corridor C baseline station 109+26.00, for an angle point;
- 6) N 20°11'19" E for a distance of 245.19 feet to an iron rod with aluminum cap stamped "ROW 4933" set 473.90 feet left of proposed Corridor C baseline station 110+88.66, for an angle point;
- 7) N 35°12'50" W for a distance of 67.03 feet to an iron rod with aluminum cap stamped "ROW 4933" set 538.98 feet left of proposed Corridor C baseline station 110+72.63, for an angle point;
- 8) N 45°08'11" E for a distance of 325.55 feet to an iron rod with aluminum cap stamped "ROW 4933" set 668.74 feet left of proposed Corridor C baseline station 113+71.20, for an angle point;
- 9) N 64°32'27" E for a distance of 61.85 feet to an iron rod with aluminum cap stamped "ROW 4933" set 673.15 feet left of proposed Corridor C baseline station 114+32.89, for an angle point;
- 10) N 41°08'28" E for a distance of 101.09 feet to the POINT OF BEGINNING, containing 18.867 acres, (821,860 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

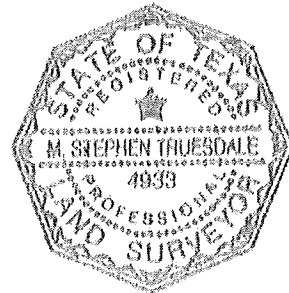
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

16 MAR 2020

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



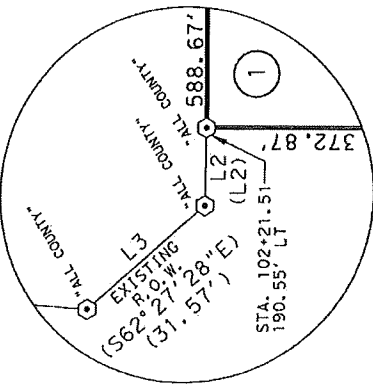
S:_ ATKINS\CORRIDOR C\PARCELS\LAWHORN FAMILY-PARCEL 1-HIGHBANK.doc

NO.	DIRECTION	DISTANCE
L1	S36°17'28"E	806.46'
L2	S69°10'05"W	22.98'
(L2)	(N68°55'12"E)	(22.93')
L3	N62°38'03"W	31.67'
L4	N27°51'01"E	152.95'
L5	N20°11'19"E	245.19'
L6	N35°12'50"W	67.03'
L7	N64°32'27"E	61.85'
L8	N41°08'28"E	101.09'

PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "A"
N.T.S.

WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT NO. 556



PATRIOT WAY
EXISTING R.O.W.
S.O.W. WIDTH VARIES
EXHIBIT A
201008689
O.P.R.W.C.T.
15 R.O.W.
23 AC.

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
(EASTERLY REMAINDER
OF 228.90 AC.)
DOC. NO. 2006095405
O.P.R.W.C.T.
VOL. 433, PG. 369
D.R.W.C.T.

SEE DETAIL "A"

EXISTING R.O.W.
N21°09'09"W 372.89'
N21°06'48"W 372.87'
EXISTING R.O.W.

(S68°37'46"W)
(672.43')
EXISTING R.O.W.

S68°37'57"W
672.31'

LOT45
OPEN AREA

VALLEY VISTA
CAB. P, SLIDE 18-20
P.R.W.C.T.

PROPOSED R.O.W.
(S71°01'30"W) 1443.39'

LOT 19

PROPOSED R.O.W.
(S71°01'30"W) 1443.39'

LOT 18

PROPOSED R.O.W.
(S71°01'30"W) 1443.39'

LOT 17

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 16

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 15

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 14

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 13

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 12

PROPOSED R.O.W.
(S68°31'00"W) 1542.30'

LOT 11

LARRY JAMES REID
& RHONDA G. REID
(30.00 AC.)
VOL. 2330, PG. 211
O.R.W.C.T.

RICHARD A. SLIVA
ET UX, KAREN L.
THOMPSON-SLIVA
(36.63 AC.)
DOC. NO. 9724044
O.R.W.C.T.

INLAND
GEODETIKS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 1

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

PROPOSED CORRIDOR C BASELINE
110+00

115+00

115+00

115+00

115+00

115+00

115+00

18.867 AC.
821,860 SQ. FT.

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
IRON ROD FOUND W/TXDOT ALUMINUM CAP	⊖	PROPERTY LINE
1/2" IRON ROD FOUND UNLESS NOTED	●	RECORD INFORMATION
1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	⊙	LINE BREAK
FENCE POST FOUND	⊗	LAND HOOK
CALCULATED POINT	⊕	POINT OF BEGINNING
IRON ROD W/ ALUMINUM CAP	⊖	POINT OF COMMENCEMENT
STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	⊙	NOT TO SCALE
IRON PIPE FOUND	⊗	DEED RECORDS
AXLE FOUND	⊕	WILLIAMSON COUNTY, TEXAS
		OFFICIAL RECORDS
		WILLIAMSON COUNTY, TEXAS
		OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS
		PLAT RECORDS
		WILLIAMSON COUNTY, TEXAS

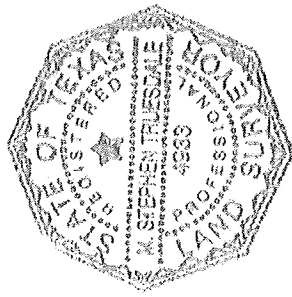
- 1) ALL bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.
- THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1933220-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 23, 2019, ISSUE DATE SEPTEMBER 4, 2019.
- 10G. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 589, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 887, PAGE 173, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- I. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2004018510 AND 2004018511, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale DATE: 16 MAR 2020

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251



SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 1

PARCEL PLAT SHOWING PROPERTY OF			
EMMA L. LAWHON FAMILY LAND PARTNERSHIP			

ACQUISITION	ACRES	SQUARE FEET
18.876	18.876	821,860
CALC/DEED AREA	37.361	1,627,453
REMAINDER AREA	18.485	805,593

Commissioners Court - Regular Session**33.****Meeting Date:** 03/31/2020

Development Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Development Agreement with Madison Westinghouse Co-Tenancy for Bell Gin.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Bell Gin Development Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:33 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:19 AM

Final Approval Date: 03/26/2020

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ DEVELOPMENT AGREEMENT
§ REGARDING
§ WESTINGHOUSE ROAD

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and Madison Westinghouse Co-Tenancy ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Developer owns approximately 128.37 acres (referred to as the "Property") located at the southeast corner of CR 110 and CR 111 and as described in **Exhibit "A"**, attached hereto.

WHEREAS, the County and the Developer desire to cooperate in the expeditious engineering, design and construction of Westinghouse Road, a roadway connecting CR 111 to CR 110, through the Property (the "Project"), the approximate location of which is shown on **Exhibit "B"**, attached hereto; and

WHEREAS, the Developer and County desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the extension of a portion of Westinghouse Road running from CR 111 to CR 110, the approximate location of which is shown on **Exhibit "B"**.

B. GENERAL TERMS AND CONDITIONS

1. The Project is defined as the construction of a portion of the three-lane, divided collector road known as Westinghouse Road, together with all required related construction and drainage and detention improvements to be constructed on the Property and being generally shown on **Exhibit "B"** attached hereto and being constructed in accordance with the plans of Proposed CR 111 Widening prepared by Steger & Bizzell Engineering, dated Oct. 12, 2016 which are incorporated herein. ("Plans and Specs").

2. A portion of Westinghouse Road located adjacent to Lot 1, Block D of the Bell Gin Park Subdivision ("Orenda Portion") has previously been constructed and will be incorporated into the Project. It is acknowledged that the construction costs associated with the Orenda Portion were approximately \$137,716.25 (the "Orenda Costs").

3. The Project Estimate attached hereto as **Exhibit "C"** represents an estimate of the costs to complete the Project. The Project Estimate does not include costs of engineering, design, construction phase design services, permitting, utility relocation, and construction inspection and testing.

C. DEVELOPER OBLIGATIONS

1. The Developer shall dedicate by Donation Special Warranty Deed, attached as **Exhibit "E"**, the right-of-way necessary for the construction of Westinghouse Road across the Bell Gin property based on a 135 foot wide right-of-way width and 150 foot "bump-outs" within 200 feet of the intersection with proposed Arterial A (the "Project ROW") as shown on **Exhibit "B"** attached hereto.

2. To secure its obligations for payment under Section E of this Agreement, Developer shall enter into an escrow agreement with the County (the "Escrow Agreement") whereby the Developer escrows funds equal to one-third (1/3) of the Project Estimate with an escrow agent

pursuant to a mutually agreeable escrow agreement. The Escrow Agreement must be executed within thirty (30) days of when the Project ROW is dedicated to the County by the Developer.

D. COUNTY OBLIGATIONS

1. The County shall be solely responsible for all costs related to the Plans and Specs, the engineering, design, inspection and testing and construction (if required in Section E below) of the Project, and the cost of obtaining a legal description for the Project ROW to be dedicated by Developer.

2. The Project shall be designed pursuant to all Williamson County road bond design standards. Additionally, the County shall coordinate with the City of Georgetown to ensure that the Project is designed and built pursuant to City of Georgetown technical standards.

3. The owner of the utility shall be responsible for all costs related to the engineering, design, and construction of or relocation of any water, wastewater and dry utility items, including all permitting, inspection and testing costs. All utilities that must be relocated will continue to be located in the Project ROW.

4. The County is responsible for all costs associated with securing all environmental permits and securing all environmental mitigation, if necessary to construct the Project.

E. CONSTRUCTION

1. The Project shall either be (i) constructed by the County at the time the bond money from the November 2019 Bond Package is made available for Westinghouse Road or (ii) constructed by the Developer if development of the Property requires completion of the Project prior to the County initiating construction.

2. If the Developer develops the Property and builds the Project:

- i. Developer shall be responsible for construction of the portions of Project within the Project ROW according to the Plans and Specs as needed for the development of the Property. In constructing the Project, Developer shall be not required by the County to construct more than three lanes as shown in the Plans and Specs.
- ii. The Developer agrees to coordinate with the County to ensure the Project contract is bid pursuant to all conditions required by the Texas Competitive Bidding Act as found in Chapter 262.021 of the Texas Local Government Code.
- iii. The Developer shall be reimbursed by the County for two-thirds (2/3) of such costs plus an amount equal to the Orenda Costs. Developer will also be reimbursed for one-third (1/3) of such costs by the release of funds escrowed by Developer from the escrow established under the Escrow Agreement. Reimbursement shall be made to the Developer by the County and by the release of funds from escrow within thirty (30) days of the date when draws are paid. The Orenda Costs will be paid to the Developer upon request after construction has commenced. The County's payment shall be governed by Chapter 2251 of the Texas Government Code. The Developer agrees to make available documentation in reasonable detail evidencing any Project costs for which reimbursement is sought.
- iv. The County reserves the right to inspect, test, accept and reject all construction materials, products and workmanship.

- v. If the Project, except for the revegetation, is not completed and accepted by the County within 30 months after initiation of construction, subject to force majeure conditions, the County reserves the right to complete the Project and seek reimbursement from the Developer pursuant to Section E.3. below.
- 3. If the County constructs any portions of the Project within the Project ROW:
 - i. The County shall construct the Project according to the Plans and Specs, and coordinate with City of Georgetown as necessary.
 - ii. The County shall be reimbursed by the Developer for one-third (1/3) of the costs to construct such portions of the Project within the Project ROW; however, total reimbursement by Developer shall not exceed one-third (1/3) of the total Project Estimate. Additionally, Developer shall receive a credit toward the reimbursement amount equal to the Orenda Costs.
 - iii. Developer shall be required to reimburse the County for such costs the earlier of: (a) the date when development of the Property commences or (b) ten (10) years after the Effective Date of the Agreement.
- 4. The County shall enter into a license agreement with the Developer, or assigns, as may be necessary to allow the Developer to install and maintain County-approved landscape, irrigation, sidewalks and hardscape improvements within the Project right-of-way owned and regulated by the County.

F. RIGHT TO AUDIT

Developer agrees that the County, or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Agreement and/or any amendment, have access to and the right to examine and photocopy any and all books, documents,

papers and records of Developer which are directly pertinent to the work required of Developer as set forth in this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Developer agrees that County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Developer reasonable advance notice of intended audits.

G. MISCELLANEOUS PROVISIONS

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom

notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Bill Gravell Jr.
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577
E-mail: _____

with copy to:

Charlie Crossfield
Sheets & Crossfield, P.C.
309 E Main St.
Round Rock, TX 78664
charlie@serrlaw.com

Developer:

Madison Westinghouse Co-Tenancy
Attn: Robert W. Teeter
6116 N. Central Expressway, Suite 510
Dallas, Texas 75206
Phone: (214) 739-2442
E-mail: rteeter@madisongp.net

with copy to:

McLean & Howard
Attn: William P. McLean
901 S. Mopac Expressway, Suite 2-225
Austin, Texas 78746
Phone: (512) 328-2008
E-mail: bmclean@mcleanhowardlaw.com

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by the Developer without the written consent of the Williamson County Commissioners Court provided the assignee owns the property containing the ROW Property. Any other assignment of this Agreement by Developer requires the consent of the County, not to be unreasonably withheld.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

10. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Williamson County, Texas.

-- The remainder of this page is intentionally blank --

SIGNED as of this _____ day of _____, 2020.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

Nancy Rister, County Clerk

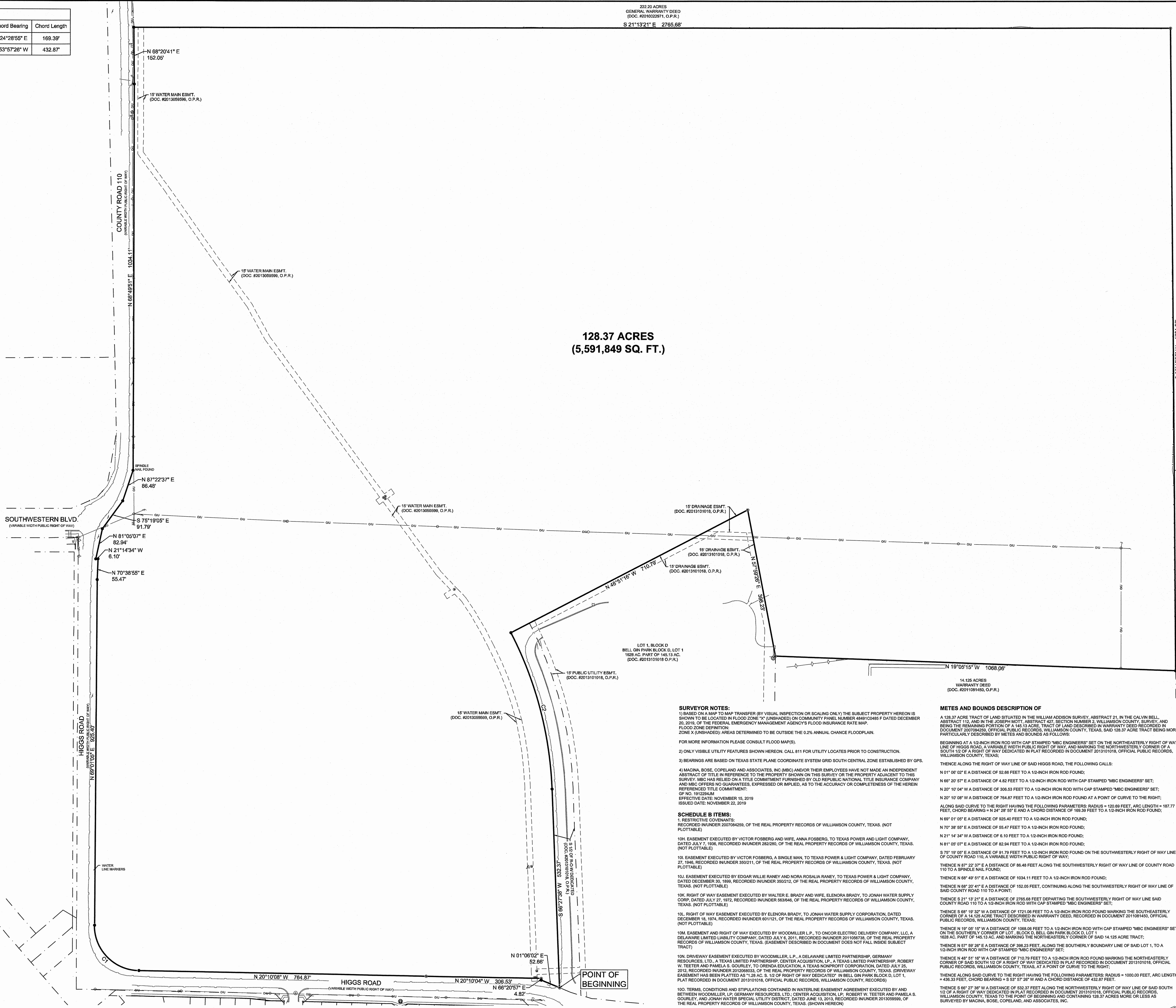
MADISON WESTINGHOUSE CO-TENANCY

By:  _____
Robert W. Teeter, Co-Owner and
Authorized Representative

[Add Proper Acknowledgements for All Parties]

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	120.69'	187.77'	89°08'20"	N 24°28'55" E	169.39'
C2	1000.00'	436.33'	24°59'59"	S 53°57'26" W	432.87'

Exhibit "A"



128.37 ACRES
(5,591,849 SQ. FT.)

SURVEYOR NOTES:

- 1) BASED ON A MAP TO MAP TRANSFER (BY VISUAL INSPECTION OR SCALING ONLY) THE SUBJECT PROPERTY HEREON IS SHOWN TO BE LOCATED IN FLOOD ZONE "X" (UNSHADED) ON COMMUNITY PANEL NUMBER 444V0485 F DATED DECEMBER 20, 2019, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP. FLOOD ZONE DEFINITION: ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FOR MORE INFORMATION PLEASE CONSULT FLOOD MAP(S).
- 2) ONLY VISIBLE UTILITY FEATURES SHOWN HEREON. CALL 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
- 3) BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM GRID SOUTH CENTRAL ZONE ESTABLISHED BY GPS.
- 4) MACINA, ROSE, COPELAND AND ASSOCIATES, INC. (MBC) AND/OR THEIR EMPLOYEES HAVE NOT MADE AN INDEPENDENT ABSTRACT OF TITLE IN REFERENCE TO THE PROPERTY SHOWN ON THIS SURVEY OR THE PROPERTY ADJACENT TO THIS SURVEY. MBC HAS RELIED ON A TITLE COMMITMENT FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND MBC OFFERS NO GUARANTEES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE HEREIN REFERENCED TITLE COMMITMENT.

SCHEDULE B ITEMS:

1. RESTRICTIVE COVENANTS:
RECORDED IN UNDER 2007084259, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10A. EASEMENT EXECUTED BY VICTOR FOSBERG AND WIFE, ANNA FOSBERG, TO TEXAS POWER AND LIGHT COMPANY, DATED JULY 7, 1996, RECORDED IN UNDER 202280, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10I. EASEMENT EXECUTED BY VICTOR FOSBERG, A SINGLE MAN, TO TEXAS POWER & LIGHT COMPANY, DATED FEBRUARY 27, 1996, RECORDED IN UNDER 350211, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10J. EASEMENT EXECUTED BY EDGAR WILLIE RANEY AND NORA ROSALIA RANEY, TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 30, 1989, RECORDED IN UNDER 350212, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10K. RIGHT OF WAY EASEMENT EXECUTED BY WALTER E. BRADY AND WIFE, ELENORA BRADY, TO JONAH WATER SUPPLY CORP., DATED JULY 27, 1972, RECORDED IN UNDER 583646, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10L. RIGHT OF WAY EASEMENT EXECUTED BY ELENORA BRADY, TO JONAH WATER SUPPLY CORPORATION, DATED DECEMBER 18, 1974, RECORDED IN UNDER 591121, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)
- 10M. EASEMENT AND RIGHT OF WAY EXECUTED BY WOODMILLER L.P., TO ONCOR ELECTRIC DELIVERY COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED JULY 6, 2011, RECORDED IN UNDER 201106758, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (EASEMENT DESCRIBED IN DOCUMENT DOES NOT FALL INSIDE SUBJECT TRACT)
- 10N. DRIVEWAY EASEMENT EXECUTED BY WOODMILLER, L.P., A DELAWARE LIMITED PARTNERSHIP, GERMAN RESOURCES, LTD., A TEXAS LIMITED PARTNERSHIP, CENTER ACQUISITION, LP., A TEXAS LIMITED PARTNERSHIP, ROBERT W. TEETER AND PAMELA S. GOURLEY, TO ORIONDA EDUCATION, A TEXAS NONPROFIT CORPORATION, DATED JULY 26, 2012, RECORDED IN UNDER 201208633, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (DRIVEWAY EASEMENT HAS BEEN PLATTED AS 1.28 AC. S. 1/2 OF RIGHT OF WAY DEDICATED IN BELL GIN PARK BLOCK D, LOT 1, PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.)
- 10O. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN WATERLINE EASEMENT AGREEMENT EXECUTED BY AND BETWEEN WOODMILLER, L.P., GERMAN RESOURCES, LTD., CENTER ACQUISITION, LP., ROBERT W. TEETER AND PAMELA S. GOURLEY, AND JONAH WATER SPECIAL UTILITY DISTRICT, DATED JUNE 13, 2013, RECORDED IN UNDER 201305959, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)
- 10P. INTEREST(S) IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT EXECUTED BY LINDA BRADY JOHNSON, WANDA BRADY GLASS AND EARL WAYNE BRADY TO WOODMILLER, L.P., A DELAWARE LIMITED PARTNERSHIP, GERMAN RESOURCES, LTD., A TEXAS LIMITED PARTNERSHIP, CENTER ACQUISITION, LP., A TEXAS LIMITED PARTNERSHIP, AND ROBERT W. TEETER AND WIFE, PAMELA S. GOURLEY, DATED OCTOBER 1, 2007, RECORDED IN UNDER 2007084259, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (REFERENCE TO SAID INSTRUMENT IS HERE MADE FOR ALL PURPOSES. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT PLOTTABLE))

METES AND BOUNDS DESCRIPTION OF

A 128.37 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, IN THE CALVIN BELL ABSTRACT 112, AND IN THE JOSEPH MOTT ABSTRACT 427, SECTION NUMBER 2, WILLIAMSON COUNTY, SURVEY, AND BEING THE REMAINING PORTION OF A 145.13 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT 2007084259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 128.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGGS ROAD, A VARIABLE WIDTH PUBLIC RIGHT OF WAY, AND MARKING THE NORTHEASTERLY CORNER OF A SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE RIGHT OF WAY LINE OF SAID HIGGS ROAD, THE FOLLOWING CALLS:

N 01° 06' 02" E A DISTANCE OF 52.66 FEET TO A 1/2-INCH IRON ROD FOUND;

N 68° 20' 57" E A DISTANCE OF 4.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

N 20° 10' 04" W A DISTANCE OF 306.53 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

N 20° 10' 08" W A DISTANCE OF 764.87 FEET TO A 1/2-INCH IRON ROD FOUND AT A POINT OF CURVE TO THE RIGHT; ALONG SAID CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 120.69 FEET, ARC LENGTH = 187.77 FEET, CHORD BEARING = N 24° 28' 55" E AND A CHORD DISTANCE OF 169.39 FEET TO A 1/2-INCH IRON ROD FOUND;

N 69° 01' 05" E A DISTANCE OF 623.40 FEET TO A 1/2-INCH IRON ROD FOUND;

N 70° 38' 55" E A DISTANCE OF 55.47 FEET TO A 1/2-INCH IRON ROD FOUND;

N 21° 14' 34" W A DISTANCE OF 6.10 FEET TO A 1/2-INCH IRON ROD FOUND;

N 81° 09' 07" E A DISTANCE OF 82.94 FEET TO A 1/2-INCH IRON ROD FOUND;

S 75° 19' 05" E A DISTANCE OF 91.79 FEET TO A 1/2-INCH IRON ROD FOUND ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 110, A VARIABLE WIDTH PUBLIC RIGHT OF WAY;

THENCE N 87° 22' 37" E A DISTANCE OF 86.48 FEET ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 110 TO A SPINDLE NAIL FOUND;

THENCE N 68° 49' 51" E A DISTANCE OF 1034.11 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE N 68° 20' 41" E A DISTANCE OF 152.05 FEET, CONTINUING ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 110 TO A POINT;

THENCE S 21° 13' 21" E A DISTANCE OF 2765.68 FEET DEPARTING THE SOUTHWESTERLY RIGHT OF WAY LINE SAID COUNTY ROAD 110 TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

THENCE S 68° 19' 32" W A DISTANCE OF 1721.06 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF A 14.126 ACRE TRACT DESCRIBED IN WARRANTY DEED, RECORDED IN DOCUMENT 2011081450, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE N 19° 05' 15" W A DISTANCE OF 1068.06 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET ON THE SOUTHERLY CORNER OF LOT, BLOCK D, BELL GIN PARK BLOCK D, LOT 1, 1628 AC. PART OF 145.13 AC. AND MARKING THE NORTHEASTERLY CORNER OF SAID 14.126 ACRE TRACT;

THENCE N 67° 59' 26" E A DISTANCE OF 398.23 FEET, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

THENCE N 48° 51' 16" W A DISTANCE OF 710.79 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEASTERLY CORNER OF SAID SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AT A POINT OF CURVE TO THE RIGHT;

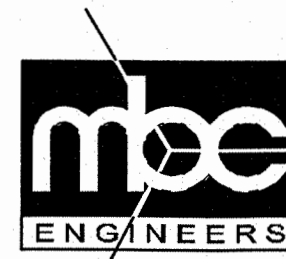
THENCE ALONG SAID CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 1000.00 FEET, ARC LENGTH = 436.33 FEET, CHORD BEARING = S 53° 57' 26" W AND A CHORD DISTANCE OF 432.87 FEET;

THENCE S 66° 27' 38" W A DISTANCE OF 532.37 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS TO THE POINT OF BEGINNING AND CONTAINING 128.37 ACRES MORE OR LESS AS SURVEYED BY MACINA, ROSE, COPELAND, AND ASSOCIATES, INC.

REVISIONS:				
DATE	No.	DESCRIPTION	BY	

LAND TITLE SURVEY OF

A 128.37 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, IN THE CALVIN BELL, ABSTRACT 112, AND IN THE JOSEPH MOTT, ABSTRACT 427, SECTION NUMBER 2, WILLIAMSON COUNTY, SURVEY, AND BEING THE REMAINING PORTION OF A 145.13 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT 2007084259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DESIGN	
DRAWN	JC
CHECKED	JC
DATE	JCJ
JOB NO.	32413-WILL
SHT.	1 OF 1



TO: WESTERN RIM INVESTMENT ADVISORS, INC., A NEVADA CORPORATION; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION II SURVEY.

JOE CHRISTIAN JOHNSON

R.P.L.S. NO. 5578

EXHIBIT B

County: Williamson
Parcel: 13
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 13

BEING a 7.345 acre parcel (319,955 Square Feet) of land, situated in the C. Bell Survey, Abstract No. 112, in Williamson County, Texas, being a part of the remainder portion of a called 145.13 acre tract of land described in a Warranty Deed to Woodmiller, LP., et al, recorded in Document No. 2007084259 of the Official Public Records of Williamson County, Texas. Said 7.345 acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,192,156.74, E: 3,144,842.23) for an angle point in the west line of said remainder portion of the 145.13 acre tract and being in the existing easterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), said 1/2-inch iron rebar found being 659.14 feet left of and at a right angle to Engineers Centerline Station 77+17.86, from which a 1/2-inch iron rebar found for an angle point in said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, bears North 20°09'00" West, a distance of 465.81 feet;

THENCE, South 20°26'30" East, along said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, a distance of 567.02 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,191,625.43, E: 3,145,040.28) of the herein described tract, said 1/2-inch iron rebar with cap set being 92.96 feet left of and at a right angle to Engineers Centerline Station 76+87.12;

THENCE, departing said existing easterly right-of-way line of County Road No. 111, over and across said remainder portion of the 145.13 acre tract and along the proposed northwesterly right-of-way line of County Road No. 111, the following nine (9) courses and distances:

1. **South 72°32'45" East**, a distance of **38.03 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
2. **North 66°27'00" East**, a distance of **492.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the left;
3. Northeasterly along the arc of said curve to the left having a radius of **932.00 feet**, an arc length of **551.19 feet**, a delta angle of **33°53'30"**, and a chord which bears **North 49°30'15" East**, a distance of **543.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;

4. **North 32°33'45" East**, a distance of **200.28 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
5. **North 57°26'15" West**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
6. **North 32°33'45" East**, a distance of **535.00 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
7. **South 57°26'15" East**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
8. **North 32°33'45" East**, a distance of **691.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
9. Northeasterly along the arc of said curve to the right having a radius of **1068.00 feet**, an arc length of **31.12 feet**, a delta angle of **01°40'15"**, and a chord which bears **North 33°24'00" East** a distance of **31.12 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the north line of said remainder portion of the 145.13 acre tract and the existing southeasterly right-of-way line of County Road No. 110 (being a variable width right-of-way at this point), from which a cotton spindle found for an angle point in said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, bears South 68°50'00" West, a distance of 847.38 feet;

THENCE along said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, the following two (2) courses and distances:

1. **North 68°50'00" East**, a distance of **186.92 feet** to a 1/2-inch iron rebar found; and
2. **North 68°17'00" East**, a distance of **113.14 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the proposed southeasterly right-of-way line of said County Road No. 111, from which a 1/2-inch iron rebar found for the northeast corner of said remainder portion of the 145.13 acre tract and the northwest corner of a called 223.20 acre tract of land described in a General Warranty Deed to Bernard S. Anderson and Gladys R. Anderson, recorded in Document No. 2010022971, of said Official Public Records, also being in said existing southeasterly right-of-way line of County Road No. 110, bears North 68°17'00" East a distance of 38.87 feet;

THENCE departing said existing southeasterly right-of-way line of County Road No. 110, over and across said remainder portion of the 145.13 acre tract and along said proposed southeasterly right-of-way line of County Road No. 111, the following seven (7) courses and distances:

1. Southwesterly along the arc of a curve to the left having a radius of **932.00 feet**, an arc length of **277.77 feet**, a delta angle of **17°04'30"**, and a chord which bears **South 41°06'00" West** a distance of **276.74 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;

2. **South 32°33'45" West**, a distance of **691.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set a corner;
3. **South 57°26'15" East**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
4. **South 32°33'45" West**, a distance of **535.00 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
5. **North 57°26'15" West**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
6. **South 32°33'45" West**, a distance of **200.28 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
7. Southwesterly along the arc of said curve to the right having a radius of **1068.00 feet**, an arc length of **181.00 feet**, a delta angle of **09°42'30"**, and a chord which bears **South 37°25'00" West**, a distance of **180.77 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the west line of said remainder portion of the 145.13 acre tract and the east line of Lot 1, Block D, BELL GIN PARK, a subdivision recorded in Document No. 2013101018, of said Official Public Records;

THENCE along the west line of the remainder portion of the 145.13 acre tract and said east line of said BELL GIN PARK subdivision, the following two (2) courses and distances:

1. **North 48°49'45" West**, a distance of **9.47 feet** to a mag nail with washer stamped "RPLS 5784" set for the Northeast corner of said Lot 1 and the southeast corner of a 1.28 acre right-of-way dedication as shown on the subdivision plat of said BELL GIN PARK; and
2. **North 48°51'30" West**, a distance of **56.00 feet** to the northeast corner of said 1.28 acre right-of-way dedication and said BELL GIN PARK, also being an interior corner of said remainder portion of the 145.13 acre tract;

THENCE along a south line of said remainder portion of the 145.13 acre tract and along the north line of said 1.28 acre right-of-way dedication and BELL GIN PARK, the following two (2) courses and distances:

1. Southwesterly along the arc of a curve to the right having a radius of **1000.00 feet**, an arc length of **436.42 feet**, a delta angle of **25°00'15"**, and a chord which bears **South 53°57'15" West**, a distance of **432.96 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency; and
2. **South 66°27'30" West**, a distance of **532.40 feet** to a mag nail with washer stamped "RPLS 5784" set the northwest corner of said 1.28 acre right-of-way dedication and BELL GIN PARK, being the western most southwest corner of said remainder portion of the 145.13 acre tract, and being in said existing easterly right-of-way line of County Road No. 111;

THENCE along said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, the following two (2) courses and distances:


1. **North 01°05'15" East**, a distance of **52.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and
2. **North 20°26'30" West** a distance of **53.99 feet** to the **POINT OF BEGINNING** and containing 7.345 acres of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

I certify that this survey was made on the ground under the direction and supervision of Brian F. Peterson, RPLS (now retired) of the property legally described herein and is correct, to the best of my knowledge and belief.

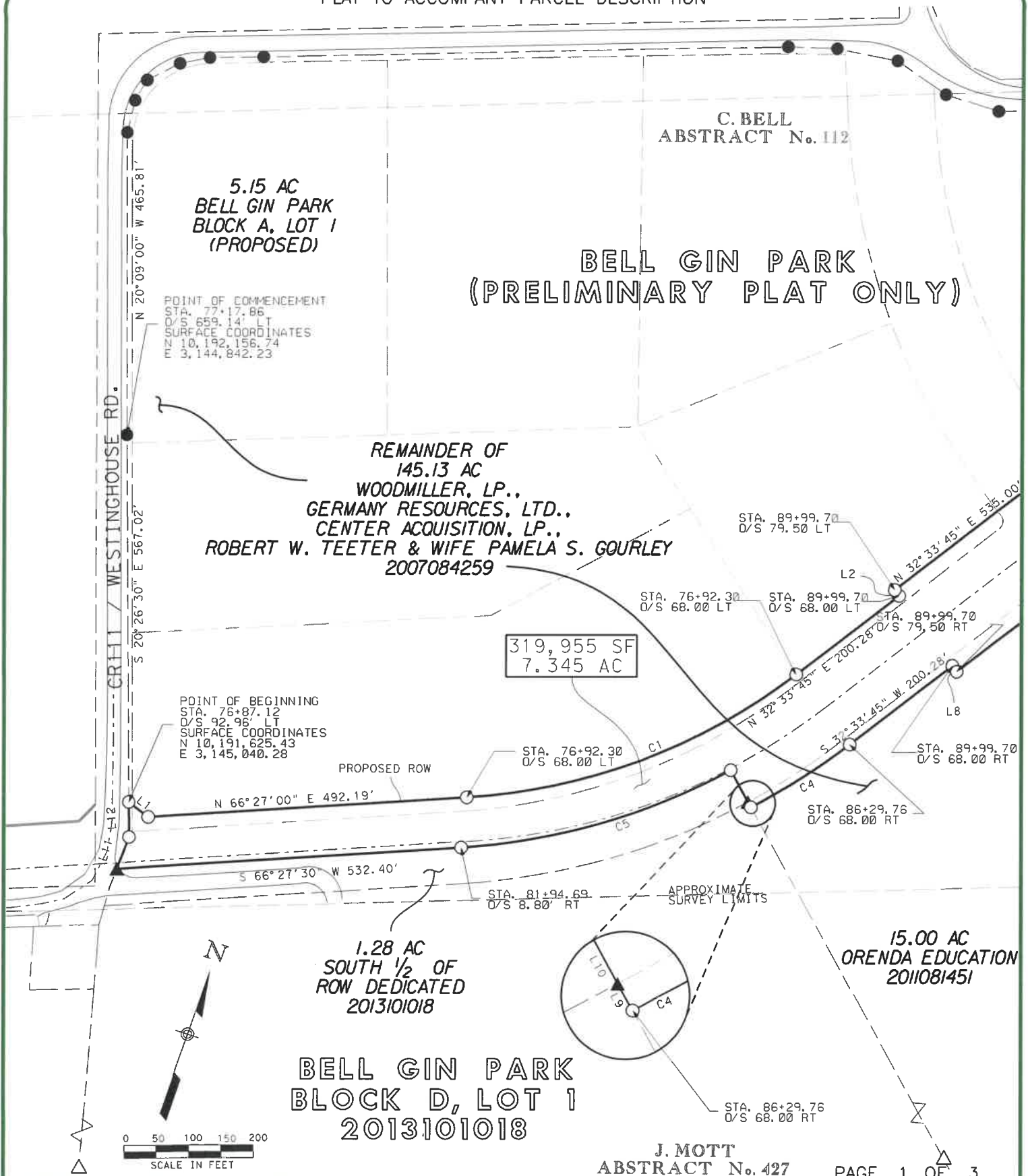
StegerBizzell, Inc.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
1978 S. Austin Ave, Georgetown, Texas
TBPELS No. 100037000
State of Texas



P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 13.docx



STEGER BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE 512.930.9412 FAX 512.930.9412
 SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 WOODMILLER, LP., GERMANY RESOURCES, LTD.,
 CENTER ACQUISITION, LP., ROBERT W. TEETER &
 WIFE PAMELA S. GOURLEY

WILLIAMSON COUNTY
 1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

124.91 AC
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
510/557

PROPOSED
DRAINAGE
EASEMENT

0 50 100 150 200
SCALE IN FEET

STA. 102+55.38
O/S 68.00 LT

STA. 102+26.24
O/S 68.00 LT

STA. 105+24.28
O/S 68.00 RT

319,955 SF
7.345 AC

PROPOSED
DRAINAGE
EASEMENT

STA. 102+26.24
O/S 68.00 RT

STA. 95+34.70
O/S 79.50 LT

STA. 95+34.70
O/S 68.00 LT

STA. 95+34.70
O/S 68.00 RT

STA. 95+34.70
O/S 79.50 RT

CR110

145.13 AC

CR111 / WESTINGHOUSE RD.

BERNARD S. & GLADYS R. ANDERSON
AS TRUSTEE OF THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
2010022971

REMAINDER OF
145.13 AC
WOODMILLER, LP.,
GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP.,
ROBERT W. TEETER & WIFE PAMELA S. GOURLEY
2007084259

BELL GIN PARK
(PRELIMINARY PLAT ONLY)

C. BELL
ABSTRACT No. 112

J. MOTT
ABSTRACT No. 427

PAGE 2 OF 3

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.8412 TYPE PROJECT TRAFFIC/INSTRUMENTS WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
WOODMILLER, LP., GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP., ROBERT W. TEETER &
WIFE PAMELA S. GOURLEY

SCALE:
1"=200'

PARCEL:
13

PROJECT:
CR 111

COUNTY:
WILLIAMSON

W
WILLIAMSON
COUNTY
1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED

△ CALCULATED POINT

⊕ NAIL FOUND

⌒ CENTER LINE

() RECORD INFORMATION

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

— LINE BREAK

X FENCE CORNER

⊙ SPINDLE FOUND

▲ MAG NAIL SET WITH WASHER STAMPED "STEGER BIZZELL"

CODE	BEARING	DISTANCE
L1	S 72°32'45" E	38.03'
L2	N 57°26'15" W	11.50'
L3	S 57°26'15" E	11.50'
L4	N 68°50'00" E	186.92'
L5	N 68°17'00" E	113.14'
L6	N 68°17'00" E	38.87'
L7	S 57°26'15" E	11.50'
L8	N 57°26'15" W	11.50'
L9	N 48°49'45" W	9.47'
L10	N 48°51'30" W	56.00'
L11	N 01°05'15" E	52.55'
L12	N 20°26'30" W	53.99'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	932.00'	551.19'	N 49°30'15" E	543.19'	33°53'30"
C2	1068.00'	31.12'	N 33°24'00" E	31.12'	1°40'15"
C3	932.00'	277.77'	S 41°06'00" W	276.74'	17°04'30"
C4	1,068.00'	181.00'	S 37°25'00" W	180.77'	9°42'30"
C5	1,000.00'	436.42'	S 53°57'15" W	432.96'	25°00'15"

NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND IN JUNE 2015, UNDER THE DIRECTION AND SUPERVISION OF BRIAN F. PETERSON, RPLS (NOW RETIRED).

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS



PAGE 3 OF 3



PARCEL PLAT SHOWING PROPERTY OF:
WOODMILLER, LP., GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP., ROBERT W. TEETER &
WIFE PAMELA S. GOURLEY

SCALE:
1"=200'

PARCEL:
13

PROJECT:
CR 111

COUNTY:
WILLIAMSON



Exhibit "C"



CR 111 (WESTINGHOUSE ROAD) IMPROVEMENTS
Williamson County Project No. <TBD>
Limits: From STA. 77+00 to STA. 105+00

TRAFFIC CONTROL		\$	45,136.00
ROADWAY		\$	729,718.45
DRAINAGE		\$	130,104.00
SIGNING, STRIPING AND DELINEATION		\$	8,952.11
EROSION CONTROL		\$	96,153.76
TOTAL PROBABLE COST OF CONSTRUCTION		\$	1,010,064.32

TRAFFIC CONTROL						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	ITEM COST
500	6001	MOBILIZATION	LS	0.1	\$ 104,000.00	\$ 14,560.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.5	\$ 10,400.00	\$ 26,208.00
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	42	\$ 104.00	\$ 4,368.00
SUBTOTAL						\$ 45,136.00

ROADWAY						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY		ITEM COST
100	6002	PREPARING ROW	STA	28	\$ 2,080.00	\$ 58,240.00
110	6001	EXCAVATION (ROADWAY)	CY	11,278	\$ 14.56	\$ 164,207.68
132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	1,359	\$ 12.48	\$ 16,960.32
247	6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	2,379	\$ 43.68	\$ 103,914.72
247	6084	FL BS (CMP IN PLC)(TY A GR 4)	TON	-	\$ 36.40	\$ -
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	130	\$ 156.00	\$ 20,350.72
260	6073	LIME TRT (SUBGRADE)(8")	SY	7,245	\$ 2.29	\$ 16,576.93
310	6001	PRIME COAT (MULTI OPTION)	GAL	1,914	\$ 4.16	\$ 7,962.24
316	6193	AGGR(TY-D GR-5 SAC-B)	CY	53	\$ 135.20	\$ 7,165.60
316	6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	2,166	\$ 3.64	\$ 7,884.24
341	6008	D-GR HMA TY-B PG64-22	TON	1,052	\$ 78.00	\$ 82,056.00
341	6042	D-GR HMA TY-D SAC-B PG70-22	TON	2,105	\$ 83.20	\$ 175,136.00
529	6008	CONC CURB & GUTTER (TY II)	LF	3,200	\$ 18.72	\$ 59,904.00
530	6005	DRIVEWAYS (ACP)	SY	180	\$ 52.00	\$ 9,360.00
SUBTOTAL						\$ 729,718.45

DRAINAGE						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY		ITEM COST
432	6002	RIPRAP (CONC)(5 IN)	CY	200	\$ 468.00	\$ 93,600.00
464	6003	RC PIPE (CL III)(18 IN)	LF	385	\$ 62.40	\$ 24,024.00
465	6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	2	\$ 5,720.00	\$ 11,440.00
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	1	\$ 1,040.00	\$ 1,040.00
SUBTOTAL						\$ 130,104.00

SIGNING, STRIPING AND DELINEATION					
ITEM CODE	DESCRIPTION		UNITS	QUANTITY	UNIT COST
644 6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)		EA	2	\$ 364.00
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)		LF	4,865	\$ 0.42
666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)		LF	597	\$ 1.04
666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)		EA	2	\$ 124.80

666	6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	2	\$	156.00	\$	312.00
666	6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	LF	1,980	\$	0.47	\$	926.64
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	6,072	\$	0.42	\$	2,525.95
666	6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	LF	126	\$	8.32	\$	1,048.32
672	6007	REFL PAV MRKR TY I-C	EA	22	\$	3.64	\$	79.50
672	6009	REFL PAV MRKR TY II-A-A	EA	89	\$	4.16	\$	369.82
672	6010	REFL PAV MRKR TY II-C-R	EA	16	\$	4.16	\$	67.56

SUBTOTAL

\$ 8,952.11

EROSION CONTROL								
ITEM CODE		DESCRIPTION	UNITS	QUANTITY			ITEM COST	
160	WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	2,388	\$	1.87	\$	4,470.34
161	WC001	EROSION CONTROL COMPOST (3")	SY	1,791	\$	3.12	\$	5,587.92
162	WC103	MULCH TOPDRESSING (5")	SY	1,791	\$	5.20	\$	9,313.20
164	WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY	SY	10,398	\$	0.42	\$	4,325.54
164	WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(SY	31,192	\$	0.62	\$	19,463.90
166	6002	FERTILIZER	TON	1.30	\$	1,040.00	\$	1,351.17
168	WC01	VEGETATIVE WATERING	MG	624	\$	22.88	\$	14,273.46
506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	5,600	\$	5.20	\$	29,120.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	5,600	\$	1.04	\$	5,824.00
730	6003	SPOT MOWING	AC	2.1	\$	520.00	\$	1,113.84
730	6107	FULL - WIDTH MOWING	CYC	0.4	\$	3,120.00	\$	1,310.40

SUBTOTAL

\$ 96,153.76

Commissioners Court - Regular Session**34.****Meeting Date:** 03/31/2020

Developer Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Developer Agreement with Bobby Fredrickson regarding the Fredrickson Ranch Subdivision.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Fredrickson Developer Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 11:12 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:45 AM

Final Approval Date: 03/26/2020

DEVELOPMENT AGREEMENT

This Development Agreement ("the Agreement") is made by and between WILLIAMSON COUNTY, (the "County") and BOBBY FREDRICKSON, (the "Developer") on this 21 day of Feb., 2020.

RECITALS

WHEREAS, Developer has recorded a final plat for the Fredrickson Ranch Subdivision (the "Subdivision"), and

WHEREAS, the County has accepted the streets within the Subdivision; and

WHEREAS, the Developer desires to enter the right-of-way at the location shown in Exhibit "A", attached hereto, within a Subdivision street to remove a guardrail pursuant to a plan approved by the County; and

WHEREAS, the County desires to cooperate with the Developer to allow for the removal of said guardrail; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The County hereby finds that the Recitals stated above are true and correct.
2. Developer's Obligations. The Developer, in consideration for the County's approval as stated herein, agrees to the following:
 - (a) Developer agrees to remove the guardrail at the location shown in Exhibit "A", conditioned upon the area backfilled to such a degree that the guardrail is no longer necessary. Developer agrees to follow the cross-sections as shown on Exhibit "B", attached hereto.

(b) Developer agrees to provide a final construction plan to the County for approval prior to construction. Any deviations from the approved plan must be approved by the County prior to construction. Developer will not be released from the Liability stated herein until County has inspected and approved the project.

(c) DEVELOPER, THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO COURT COSTS, PENALTIES AND ATTORNEYS' FEES), JUDGMENTS, LIABILITIES AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ("LIABILITY") RESULTING FROM OR IN ANY WAY RELATING TO THE ENTRY ON AND/OR USE OF ALL OR ANY PART OF THE PROPERTY BY DEVELOPER OR ITS CONTRACTEES, ARISING IN ANY MANNER OUT OF THE ACTS OR OMISSIONS OF DEVELOPER OR CONTRACTEES IN CONNECTION WITH ANY USE OF THE PROPERTY. Developer must, at its own expense, investigate all such claims and demands, diligently pursue their settlement or other disposition, defend all actions based thereon using counsel satisfactory to County in its sole discretion, and pay all attorneys' fees and all other costs and expenses of any kind arising from any such Liability.

3. County Obligations. Conditioned upon Developer complying with the terms and conditions stated herein, County agrees to allow Developer or its contractees within the right-of-way as shown on Exhibit "A" to remove the guardrail and backfill the area to such a degree that the guardrail is no longer necessary.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement
3. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
5. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
6. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
7. Assignment. This Agreement may not be assigned without the written consent of the County.
8. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

9. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10. Default. If Developer, its successors or assigns, fail to comply with any of the terms and conditions of this Agreement, this failure shall be an act of default. In the event of default, County reserves the right to utilize all available remedies under law and equity,

Executed on this 21 day of February, 2020.

DEVELOPER:


BOBBY FREDRICKSON

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr.

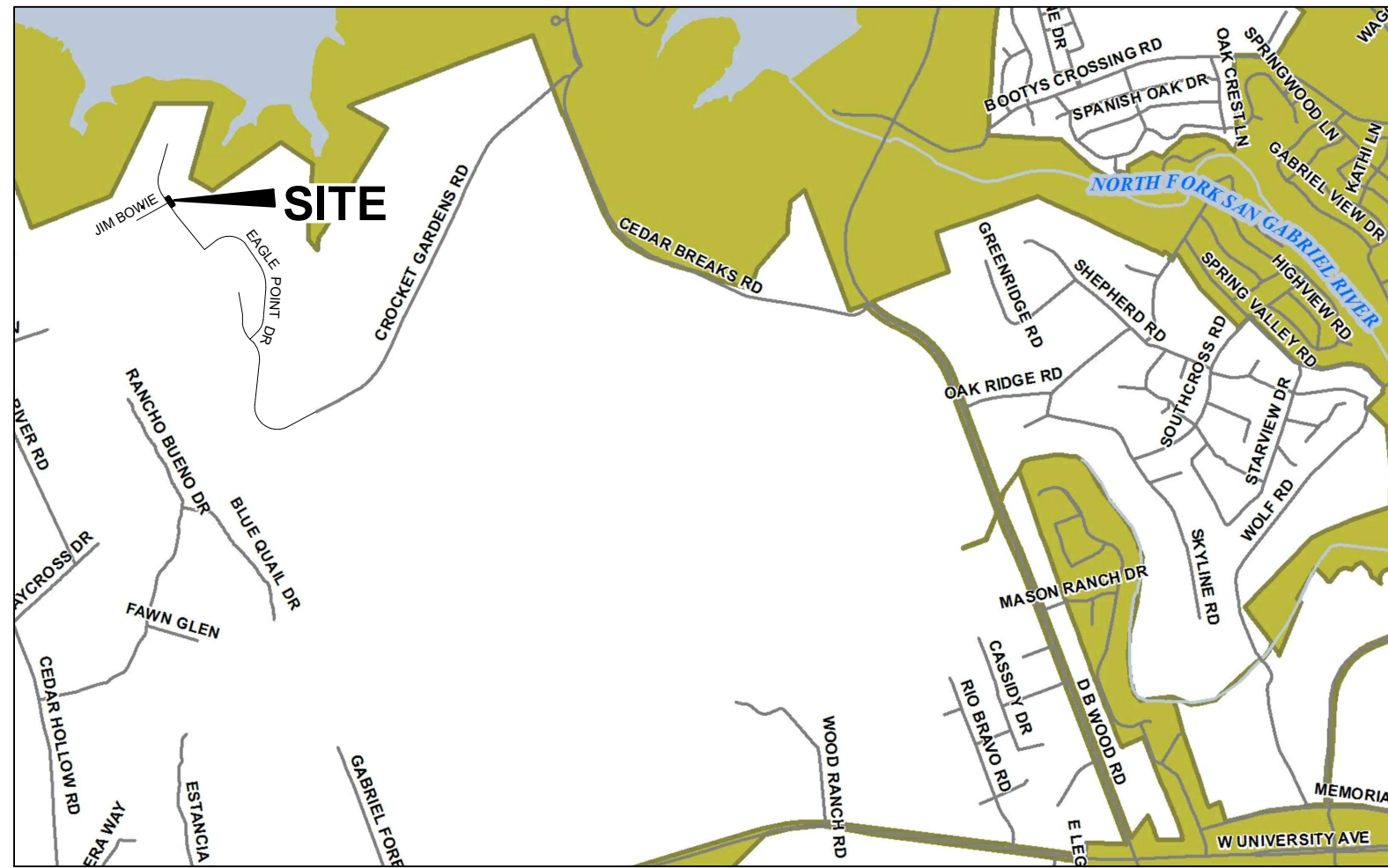
Attest:

Nancy Rister, County Clerk

CONSTRUCTION PLANS FOR GUARDRAIL REMOVAL AT FREDRICKSON RANCH OF LAKE GEORGETOWN

IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS

STREET IMPROVEMENTS



LOCATION MAP
1" = 3000'

FEBRUARY 2020

DATE: FEBRUARY, 2020

1. OWNER: 1. THE BOBBY D. FREDRICKSON 1999 TRUST
2. WESTVIEW HOMES, LLC
3. BOBBY D. FREDRICKSON 116 SILVERSTONE
GEORGETOWN, TEXAS 78633 (512) 869-1885
2. SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463
3. ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463
4. SURVEY: JOSEPH FISH SURVEY, A-232
5. THIS SUBDIVISION IS LOCATED IN THE ETJ OF THE CITY OF
GEORGETOWN.

SHEET TITLE	
1	COVER
2	GENERAL NOTES
3	EXISTING CONDITIONS AND EROSION & SEDIMENTAION CONTROL
4	PLAN VIEW
5	CROSS SECTIONS
6	DETAILS


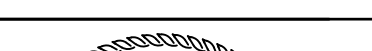
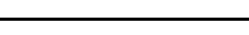
SUBMITTED BY:



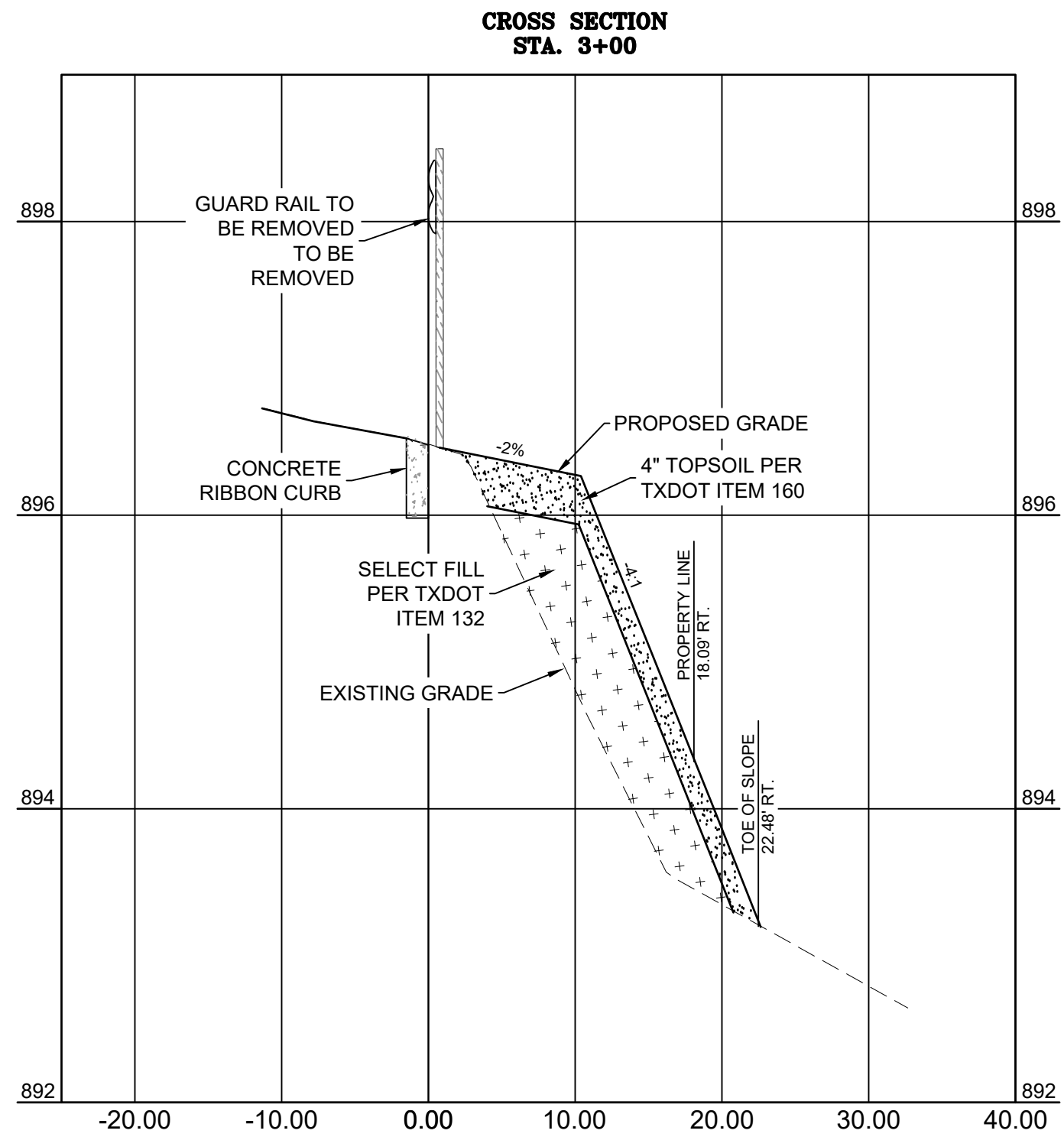
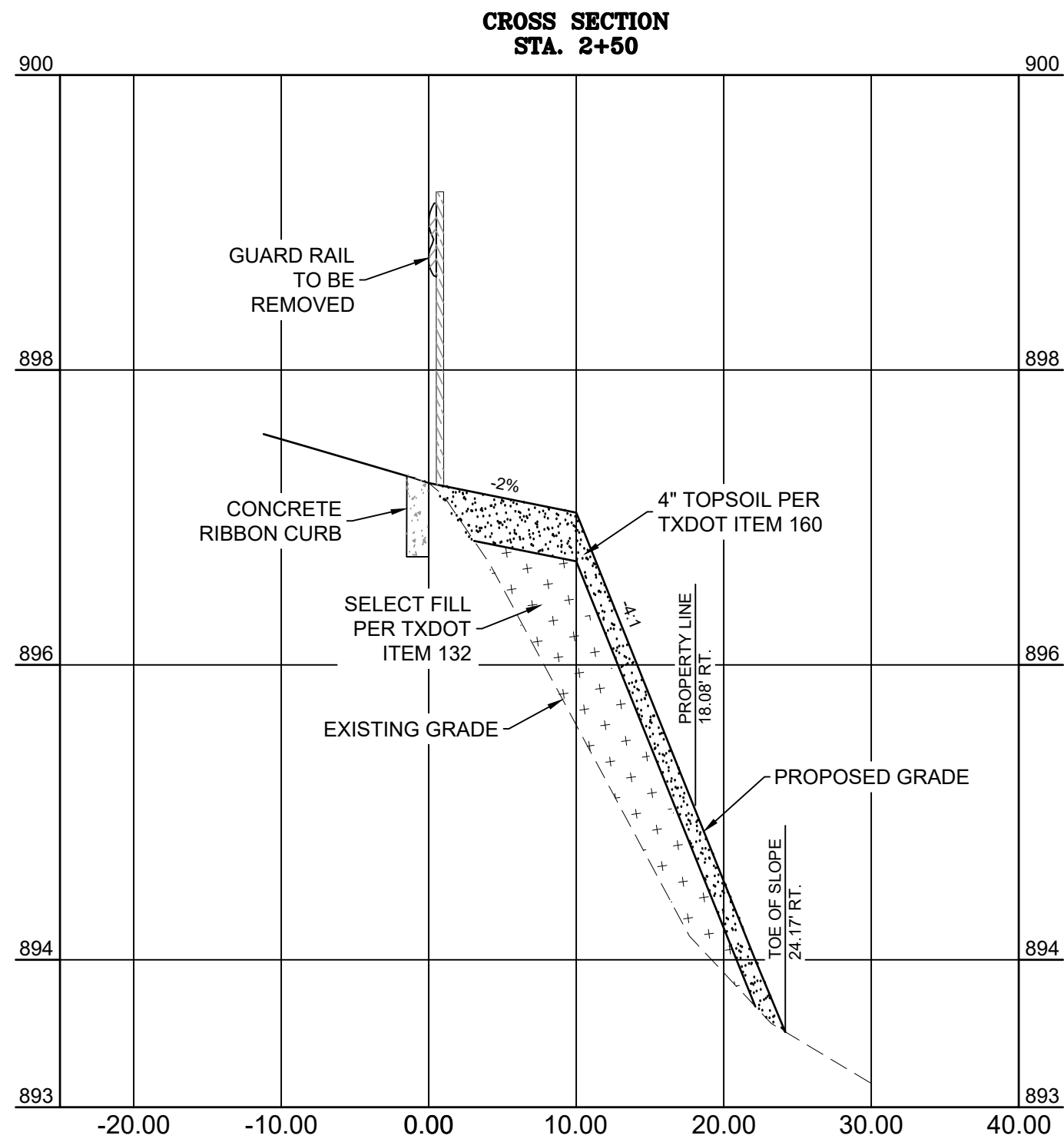
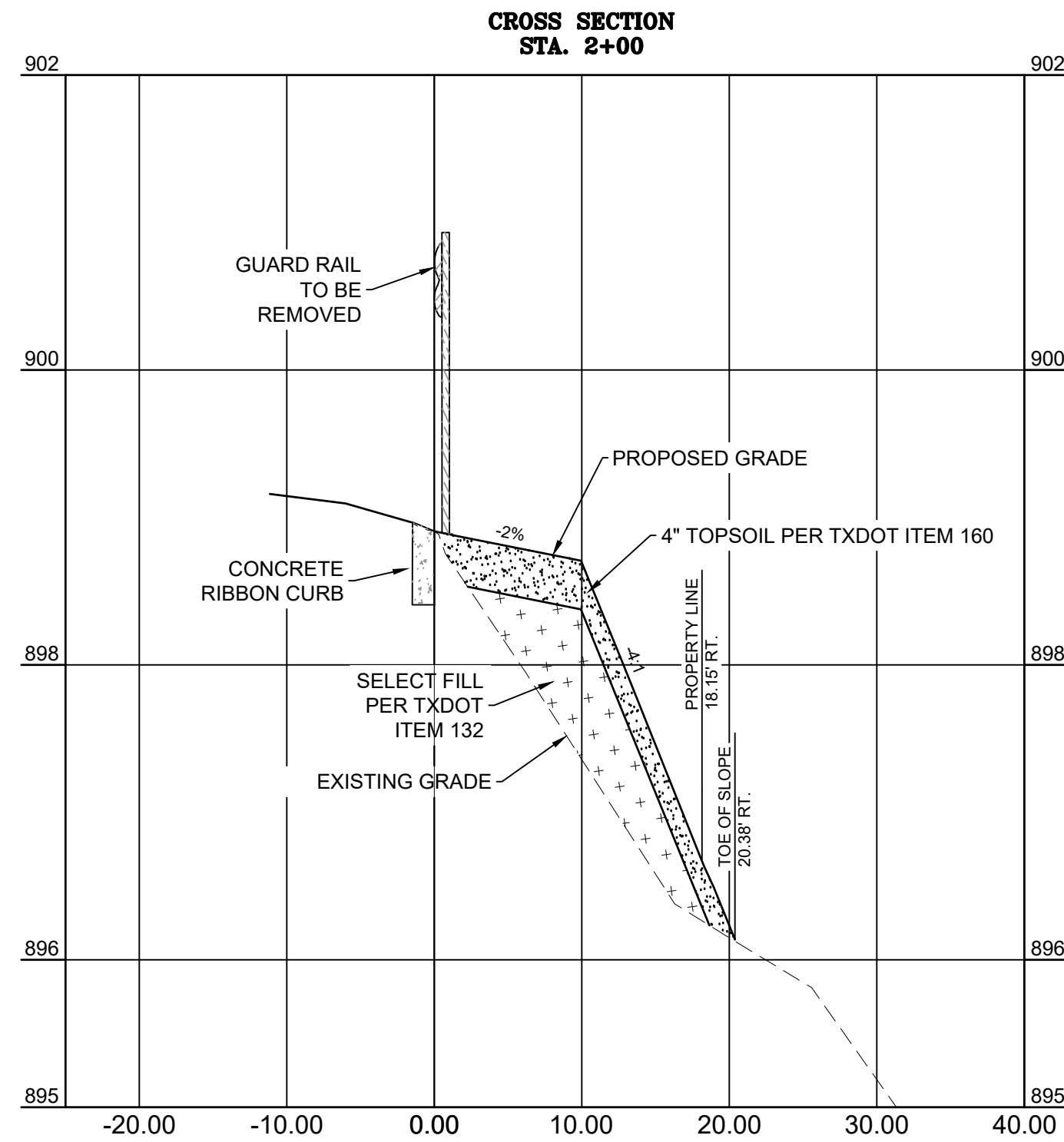
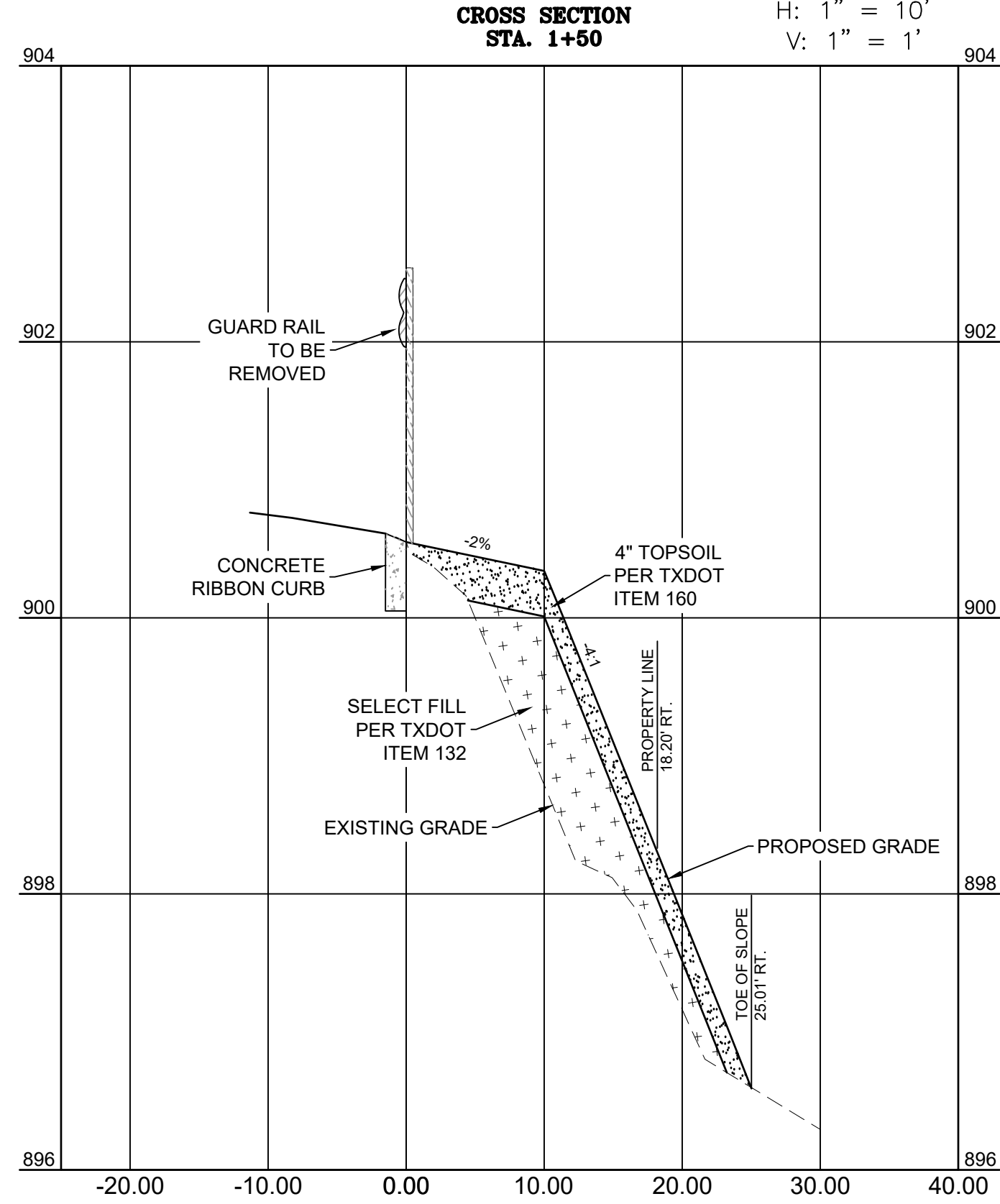
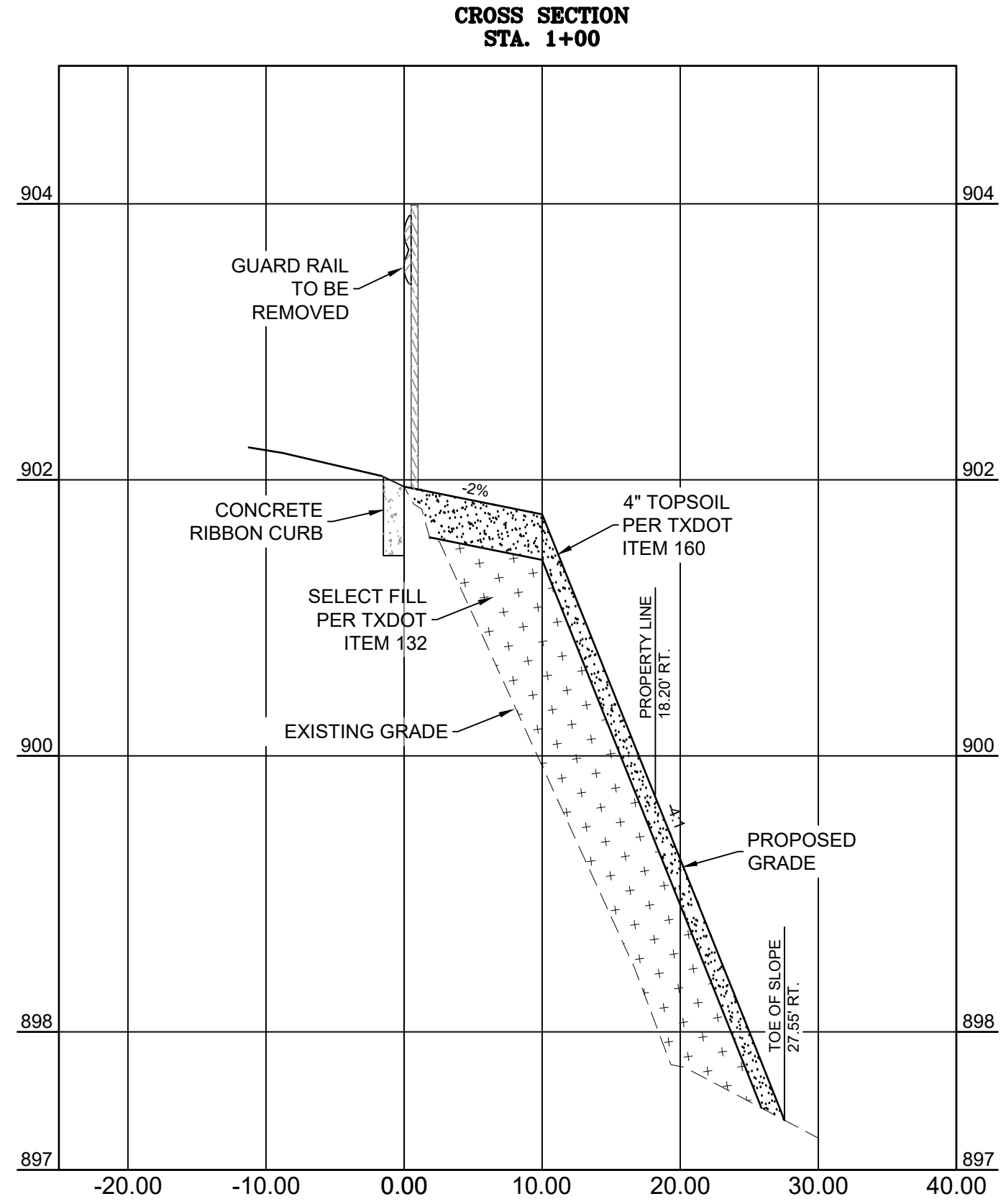
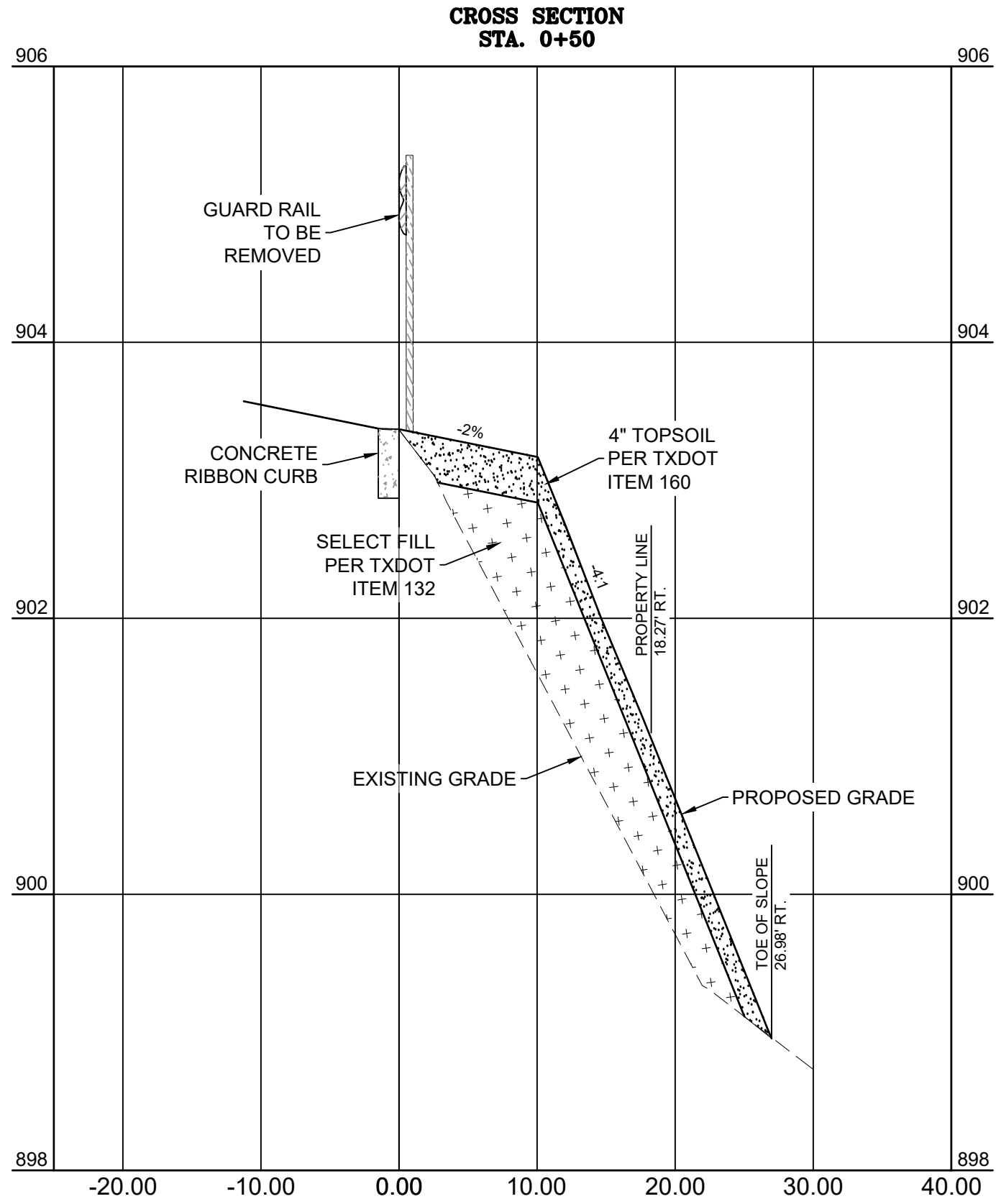
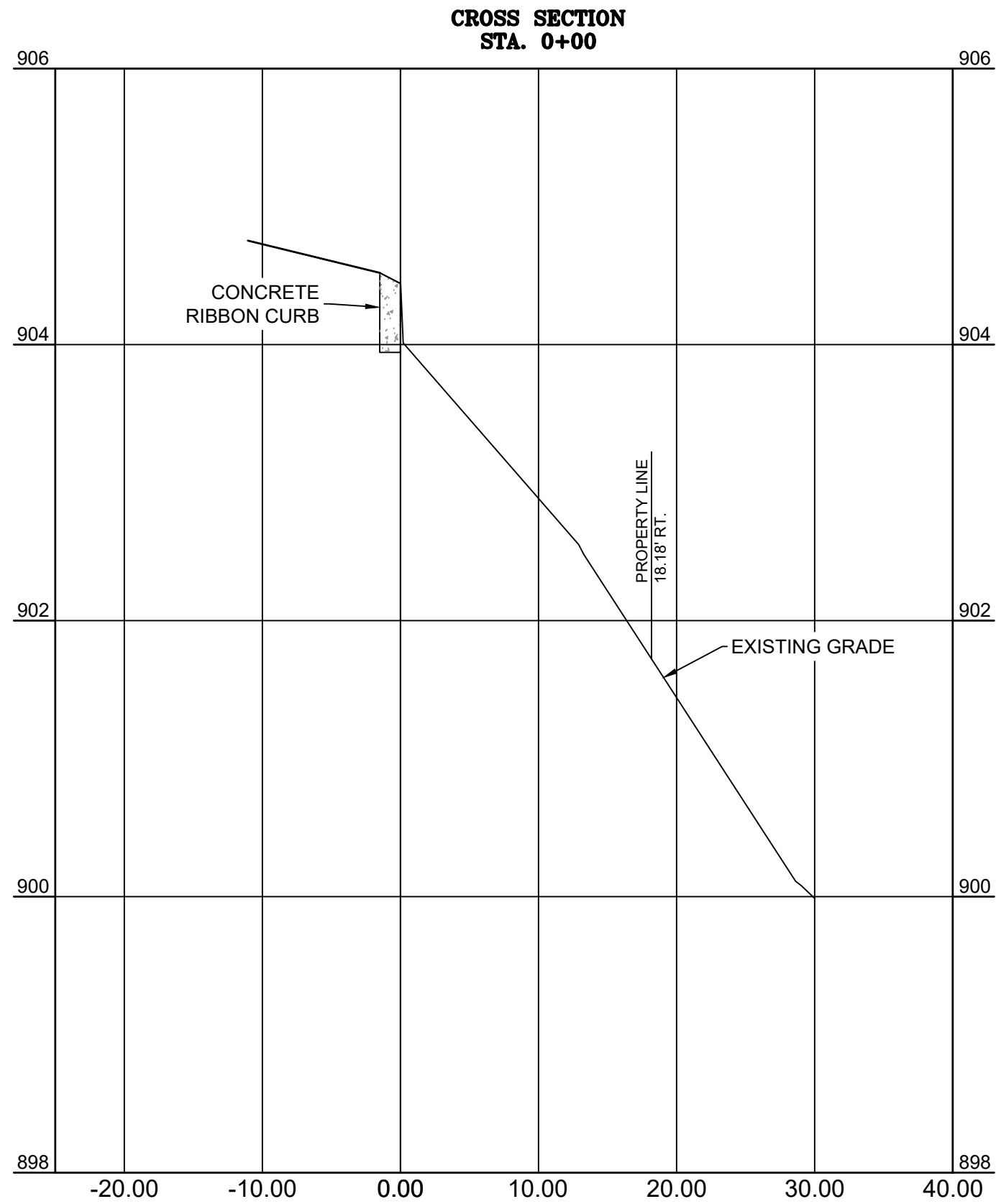
**HAYNIE
CONSULTING, INC.**
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock , Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S.Firm No. 100250-00

Additional Subdivision Construction Plan Notes, subject to applicability:

1. The property subject to this application is subject to the Water Quality Regulations of the City of Georgetown. (for properties located over the Edwards Aquifer Recharge Zone.
2. A Geologic Assessment, in accordance with the City of Georgetown Water Quality Regulations, was completed on June 7, 2016, BY Capitol Environmental, Inc., TBPB Firm Registration #50389.
3. No springs or streams have been identified in the Geologic Assessment dated June 22, 2016, as certified by Capitol Environmental, Inc., Professional Geoscientist, D. Bryan Pairsh, State License No. 2669.


Revision #	Description	Approval	Date: 19-Feb-2020	 Know what's below. Call before you dig. <small>ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WILLAMSON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.</small>	 TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER 19-Feb-2020	 HAYNIE CONSULTING, INC. Civil Engineers and Land Surveyors 1010 Provident Lane Round Rock, Texas 78664 T.B.P.E. Firm No. F-002411 T.B.P.L.S. Firm No. 100250-00 512.837.2446	FREDRICKSON RANCH ON LAKE GEORGETOWN GUARDRAIL REMOVAL	COVER Exhibit "A"	SHEET NO. 1 OF 6
			Scale:						
			Project No:						
			Designed By:						
			Drawn By:						
			Checked By:						
			Revised By:						

X:\706-13-07 Fredrickson Ranch Section 1 Replat\706 Fredrickson Ranch GUARDRAIL\706-GUARD RAIL ASBUILT 10-10-2019.dwg Feb 19, 20 10:27 am



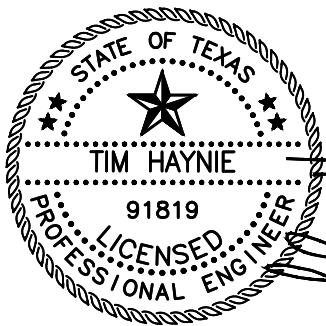
- NOTES**
- FOR COMPACTION METHODS REFER TO TXDOT ITEM 132
 - FOR TOPSOIL PLACEMENT REFER TO TXDOT ITEM 160

Revision #	Description	Approval	Date:
			19-Feb-2020
			Scale:
			Project No:
			Designed By:
			Drawn By:
			Checked By:
			Revised By:




Know what's below.
Call before you dig.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WILLIAMSON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.



19-Feb-2020



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

**FREDRICKSON RANCH ON LAKE GEORGETOWN
GUARDRAIL REMOVAL**

CROSS SECTIONS

Exhibit "B"

SHEET NO.

5 OF 6

Commissioners Court - Regular Session**35.****Meeting Date:** 03/31/2020

COVID-19

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

Date

03/26/2020 11:38 AM

Started On: 03/26/2020 11:35 AM

Commissioners Court - Regular Session

36.

Meeting Date: 03/31/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
 - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - j) Discuss Bell Gin Development Agreement.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/26/2020

Reviewed By

Andrea Schiele

Date

03/26/2020 10:37 AM

Started On: 03/26/2020 10:22 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 03/31/2020

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Reese

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/26/2020 10:38 AM

Form Started By: Charlie Crossfield

Started On: 03/26/2020 10:25 AM

Final Approval Date: 03/26/2020