

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 23, 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.
(NONE)

REGULAR AGENDA

4. Discuss, consider, and take appropriate action on a proclamation honoring the Taoist Tai Chi Society of USA on their 50th anniversary.
5. Discuss, consider and take appropriate action on authorizing the Williamson County & Cities Health District (WCCHD) to use the remaining AIT COVID-19 Test Kits that were originally allocated for use at long-term care facilities in Williamson County for purposes of the WCCHD's community-based testing Program.
6. Discuss, consider and take appropriate action on a change order relating to additional build-out costs associated with the Commercial Real Estate Transaction between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit # 104, Round Rock, Texas.

7. Discuss, consider and take appropriate action on a Drainage Improvements Participation Agreement with HM Parkside, LP, a Texas limited partnership regarding the CR 176 and RM 2243 intersection project.
8. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

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)."

9. 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
- 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

- 10.** 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 Liberty

- 11.** 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. Hurdsman 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) 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.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) 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.
- w) 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.
- x) 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.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
- z) Legal matters relating to Javier Ambler.

aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

12. 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)

13. Discuss and take appropriate action concerning economic development.
14. Discuss and take appropriate action concerning real estate.
15. 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. Hurdsman 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

s) 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.

t) Claim of Regina Wright.

u) Law on use of County facilities.

v) 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.

w) 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.

x) 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.

y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

z) Legal matters relating to Javier Ambler.

aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

- 16.** 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.

- 17.** 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 19th day of June 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 06/23/2020

Taoist Tai Chi 50th Anniversary proclamation

Submitted For: Terry Cook**Submitted By:** Garry Brown,
Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation honoring the Taoist Tai Chi Society of USA on their 50th anniversary.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Taoist Tai Chi Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 06/03/2020

Reviewed By

Andrea Schiele

Date

06/03/2020 10:12 AM

Started On: 06/03/2020 09:47 AM



PROCLAMATION

- Whereas,** the year 2020 marks the 50th anniversary of the practice of *Taoist Tai Chi*® arts that promote the ancient practices of Taoism, which enrich mental, spiritual, and physical well-being. Many people who practice these arts share their experience of this practice, which enhanced their social and spiritual connections, helped relieve pain, reduced stress, and improved posture, circulation, and balance; and
- Whereas,** 50 years ago, in 1970, Master Moy Lin Shin, a Taoist monk, began teaching the *Taoist Tai Chi*® path in Toronto, Canada; and
- Whereas,** today, the Fung Loy Kok Institute of Taoism, together with its affiliates around the world, including the Taoist Tai Chi Society of USA, have trained volunteer instructors, who have offered classes in the *Taoist Tai Chi*® arts continuously for 50 years, and currently, to more than 40,000 participants in locations throughout 26 countries, including 150 participants with 17 instructors in 7 locations in the Williamson County area; and
- Whereas,** the Fung Loy Kok Institute of Taoism and its affiliates practice the *Taoist Tai Chi*® arts as a path to ultimate transformation of body, mind and spirit, using the guiding principles of compassion, virtue, and wisdom, to alleviate pain and suffering to the individual, thereby possibly reducing the financial burden on health services in the communities where *Taoist Tai Chi*® practice is offered; and
- Whereas,** it is altogether fitting and proper that Williamson County, with its diverse population and appreciation for all cultures moving together in harmony, and its commitment to improving the wellness of its workforce and all residents, should set aside a day to recognize Taoist Tai Chi Society of USA in its endeavor to bring these arts, which promote good health, the richness of Chinese culture, and a greater understanding and respect among all peoples.

Now, therefore be it proclaimed that the Williamson County Commissioners Court designate November 7, 2020, as *Taoist Tai Chi*® 50th Anniversary Day in Williamson County, and urge our citizens to discover for themselves a genuine path to health and tranquility through the practice of the *Taoist Tai Chi*® arts.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session**5.****Meeting Date:** 06/23/2020

AIT COVID-19 Test Kits

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Williamson County & Cities Health District (WCCHD) to use the remaining AIT COVID-19 Test Kits that were originally allocated for use at long-term care facilities in Williamson County for purposes of the WCCHD's community-based testing Program.

Background

The Commissioners Court originally procured 1,000 AIT COVID-19 Test Kits to be used at long-term care facilities in the event they were needed for possible cluster testing and situations. The WCCHD still has over 700 AIT COVID-19 Test Kits that were allocated for use at long-term care facilities. Pursuant to Governor Abbott's directive, all long-term care facilities have now been tested through strike teams. The WCCHD would like to ramp up its community-based testing as much as possible over the next six weeks and has asked to use the remaining kits for community-based testing.

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: 06/16/2020

Reviewed By

Andrea Schiele

Date

06/16/2020 03:50 PM

Started On: 06/12/2020 12:32 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 06/23/2020

3001 Joe DiMaggio Suite 1300 Change Order Invoice

Submitted For: Russ Boles**Submitted By:** Kelley
Hammeren,
Commissioner
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a change order relating to additional build-out costs associated with the Commercial Real Estate Transaction between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit # 104, Round Rock, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SLV Development Invoice

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

06/18/2020 09:39 AM

Form Started By: Kelley Hammeren

Started On: 06/17/2020 02:06 PM

Final Approval Date: 06/18/2020

SLV Development, Inc.

3000 Joe DiMaggio Blvd., Suite 58

Round Rock, Texas 78665

512 341-3270

Fax 512 341-3274

Invoice # 61020-P534

June 10, 2020

Williamson County

Re: 3001 Joe DiMaggio Blvd #1300

53215, RR

P534, 2, 2015 CO, Other Prof Services

D: CO and additions, Commissioner

Pct 4 Office Project

This letter is concerning change orders and additions to the property at

3001 Joe DiMaggio Blvd #1300 Round Rock TX 78665.

Enclosed please find the costs for goods and services not reflected in the final closing papers.

Prewire TV	\$ 200.00
Electrical	\$ 300.00
Water Bottle Filler	\$1189.00
Door Trim (Lumber & Labor)	\$ 325.00
Sheet Rock (Tape & Float)	\$ 110.00
Hardware	\$ 125.00
A & D Blinds	<u>\$ 790.00</u>
	\$3039.00

Sincerely,

Glenn Neans

Glenn Neans, President
SLV Development, Inc.

Commissioners Court - Regular Session**7.****Meeting Date:** 06/23/2020

CR 176 Drainage Improvements Participation Agreement

Submitted For: Valerie Covey**Submitted By:** Debra Babcock,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Drainage Improvements Participation Agreement with HM Parkside, LP, a Texas limited partnership regarding the CR 176 and RM 2243 intersection project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Drainage Improvements Participation Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 06/18/2020

Reviewed By

Andrea Schiele

Date

06/18/2020 10:55 AM

Started On: 06/18/2020 10:36 AM

DRAINAGE IMPROVEMENTS PARTICIPATION AGREEMENT

This Drainage Improvements Participation Agreement (this "Agreement") is entered into between Williamson County, Texas (the "County") and HM Parkside, LP, a Texas limited partnership (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into and the ability to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County is in the process of making improvements to County Road 176 (the "Roadway"), including improvements at the Roadway's intersection with FM 2243 (the "Intersection"), as depicted on the attached **Exhibit A** (the "Project"); and

WHEREAS, in recognition of the impact the Project will have on drainage in and along the Roadway, including an area within Williamson County Municipal Utility District No. 25 (the "District") as well as certain offsite floodplain area, the County desires to design and construct certain drainage improvements as part of the Project (the "Drainage Improvements"); and

WHEREAS, the Developer is in the process of developing a residential development to be known as Parkside on the River (the "Subdivision") which will be located north of the Intersection and will include an extension of the Roadway to be known as Parkside Parkway (the "Parkway"); and

WHEREAS, in recognition of the impact the Subdivision will have on area drainage, the Developer desires to cooperate with the County in connection with the Drainage Improvements;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. 42-inch Storm Sewer Culvert Pipe.

(a) The County agrees to design and construct a 42-inch storm sewer culvert pipe within the Roadway beginning at a point approximately 50 feet south of the Intersection and terminating at a point in the north right-of-way line of FM 2243 (the "Culvert") as a part of the Drainage Improvements. The Culvert is depicted on Sheet 57 of the County Road 176 at RM 2243 Culvert/Culvert Layout Sta 611 + 92.70 Construction Plan Sheet, a copy of which is attached as **Exhibit B**.

(b) The Developer agrees to design and construct an extension of the Culvert from its termination point under Section 1.(a), above, to the point of discharge shown on the attached **Exhibit C** (the "Culvert Extension"). The Culvert Extension will be located within a portion of the future right-of-way for Parkside Parkway (the "Future Right of Way"), as shown on **Exhibit C**. The Developer agrees to grant the County a temporary drainage and access easement within the Future Right-of-Way for the Culvert Extension in the form attached as **Exhibit D** (the "Temporary Drainage Easement") at no cost to the County. Upon the County's approval of the final plat for the phase of the Subdivision that includes the portion of the Future Right of Way within which the Temporary Drainage Easement is located, the Temporary Drainage Easement will terminate. The Developer will construct the Culvert Extension concurrently with Phase 1A of the Subdivision.

(c) Within 15 days of the Developer's opening of competitive bids for the Culvert Extension, the Developer will provide the County a copy of the bid tabulation and notice of award of the contract for

the Culvert Extension to the lowest responsible bidder (the "Notice of Award"). Within 30 days of the date of delivery of the Notice of Award, the County will pay the Developer an amount equal to the bid amount set out in the Notice of Award, not to exceed the maximum sum of \$266,245.10, as compensation for the Temporary Drainage Easement and the costs of the Culvert Extension.

(d) The Developer agrees that the County or its duly authorized representatives will, until the expiration of three (3) years after the County's payment described in Subsection 1.(c), above, have the right of access to and the right to examine and photocopy any and all books, documents, papers and records of the Developer that are directly pertinent to the costs of the Culvert Extension for the purposes of making audits, examinations, excerpts, and transcriptions (collectively, "Audits"). The Developer agrees that the County will be provided with access at the offices of the Developer during normal working hours and that the Developer will provide the County with adequate and appropriate workspace to conduct such Audits in compliance with the provisions of this subsection. The County agrees that, as a condition to its right to conduct such Audits and being provided such workspace, it will give the Developer with reasonable advance notice of the date, time and purpose of such Audits.

Section 2. Additional Drainage Easements and Improvements.

(a) The County agrees to use diligent, good faith efforts to obtain a drainage easement in favor of HM Parkside Development, Inc., its successors and assigns and/or Williamson County from Texas Crushed Stone over the tract depicted on the attached Exhibit E (the "TCS Easement") through negotiation and, if negotiations are not successful, through condemnation. All costs of acquisition of the TCS Easement will be borne by the County.

(b) The Developer agrees to use commercially reasonable efforts to obtain a drainage easement in favor of HM Parkside Development, Inc., its successors and assigns and/or Williamson County from Gordon W. Faubion over the 4.057 acre tract depicted on the attached Exhibit F (the "Faubion Easement") through negotiation. If negotiations are not successful, the Developer will use commercially reasonable efforts to cause the District to acquire the Faubion Easement through condemnation. If the District fails or refuses to pursue the acquisition of the Faubion Easement through condemnation, the County agrees, at the Developer's request, to use diligent, good faith efforts to acquire the Faubion Easement through condemnation. All costs of the Faubion Easement acquisition will be advanced the Developer, subject to the Developer's right to reimbursement for such costs from the District.

(c) The County and the Developer agree that a letter agreement, signed by the applicable property owner, in a form acceptable to both the Developer and the County, that evidences the property owner's consent to the additional flows that will be generated by the Project and the Subdivision may be accepted in lieu of the drainage easements described in Subsections (a) and (b), above.

(d) In consideration of the Developer's performance of its obligations under this Agreement, the County agrees that it will not require any further dedications of easements or land for or construction of regional drainage improvements relating to the Subdivision or the Project.

Section 3. Designated Representatives. The County and the Developer each designate the individual specified below ("Designated Representative") to represent it and to act on its behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement. Each Designated Representative may designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Terron Evertson
Address: Williamson County Road & Bridge.
3151 SE Inner Loop
Georgetown, Texas 78626

District/Developer: Blake Magee
Address: 1011 North Lamar Boulevard
Austin, Texas 78703

The Designated Representatives will cooperate and coordinate with one another, including meeting with and or reporting information to one another regarding the subject matter of this Agreement at regular intervals and reviewing and commenting in a timely manner on all work product.

Section 4. Public Works Projects.

(a) The Culvert Extension involves the construction of public improvements. Accordingly, the Culvert Extension will be constructed and all easements, equipment, materials and supplies acquired in the name of the District and/or the County, as applicable. All tangible personal property to be purchased for use relating to and all taxable services to be performed for the design, management and construction of the Culvert Extension are subject to the sales tax exemption provisions of Section 151.311 of the *Texas Tax Code*. The County agrees to provide its employer identification number and any other information reasonably required to obtain an exemption of sales tax for such construction and the labor and materials incorporated therein upon request.

Section 5. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Charlie Crossfield
Sheets & Crossfield
309 East Main Street
Round Rock, Texas 78664

Developer: Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Drainage Improvements, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or

changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(f) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(g) The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and the District, any benefits, rights or remedies under or by reason of this Agreement.

(l) This Agreement is effective upon execution by both of the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

(m) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	-	Depiction of the Project
Exhibit B	-	Culvert Plan Sheet
Exhibit C	-	Depiction of Culvert Extension and Future Right of Way
Exhibit D	-	Form Temporary Drainage Easement
Exhibit E	-	TCS Easement Tract
Exhibit F	-	Faubion Easement Tract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2020.

WILLIAMSON COUNTY, TEXAS

By _____

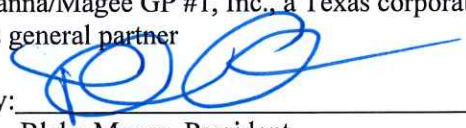
Name: _____

Title: _____

Date: _____

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Blake Magee, President

Date: 6/16/2020

EXHIBIT A

Docusign Envelope ID: 76651605-486A-4F0C-BEDD-74230544B8F

WILLIAMSON COUNTY COUNTY ROAD 176 AT RM2243 PRECINCT NUMBER 3

RURAL MINOR ARTERIAL 55 MPH
URBAN LOW SPEED ARTERIAL 45 MPH
RM 2243 CR 176 AOT - 8,100 (2016) 28,400 (2036)
RM 2243 CR 176 AOT - 941 (2016) 3,300 (2036)

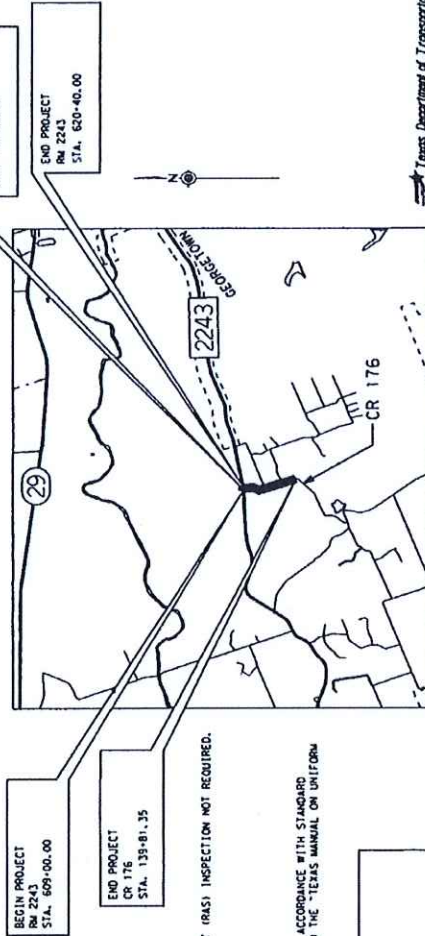
CAD: 2103-01-033
1-DOT PROJECT NO. 2103-01-033

NET LENGTH OF ROADWAY - 1,140.00 FT (0.796 MILES) (CR 176)
249.42 FT (0.148 MILES) (RM 2243)
NET LENGTH OF BRIDGE - 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT - 5,344.77 FT (1.012 MILES)

LIMITS: CR 176 - FROM RM 2243 TO PARKSIDE PARKWAY
RM 2243 - FROM +/-3000' WEST OF EXISTING CR 176 TO +/-1800' WEST OF EXISTING CR 176

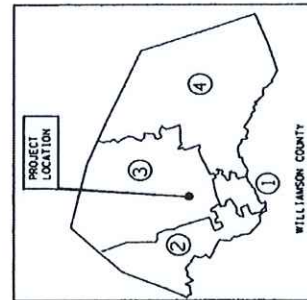
FOR THE CONSTRUCTION OF NEW ROADWAY AND RECONSTRUCTION OF THE EXISTING ROADWAY CONSISTING OF GRADING, DRAINAGE IMPROVEMENTS, FLEXIBLE BASE, PAVER, STRIPING AND PAVEMENT MARKERS.

FINAL
SUBMITTAL



REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(11)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSING: NONE
WATERBODIES: CREEK-BRUSHY CREEK
AREA OF DISTURBANCE: 15.23 AC.

PREPARED BY
JAMES A. ROGERS
P.E. 88794



1-DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MATERIALS AND METHODS OF CONSTRUCTION
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.



APPROVED BY:
WILLIAMSON COUNTY
Bill Gravelle
DATE 1-8-19

BILL GRAVELL
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY
Valerie Covey
DATE 1-8-19
COMMISSIONER VALERIE COVEY
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 3

APPROVED BY:
WILLIAMSON COUNTY
Richard L. Ridings, PE
DATE 1-8-19
ROAD BOND MANAGEMENT TEAM

Texas Department of Transportation

CONCURRENCE: 1/22/2019
AREA ENGINEER
1/25/2019
APPROVED FOR LETTING
DIRECTOR OF TRANSPORTATION
PLANNING & DEVELOPMENT

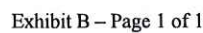


EXHIBIT C

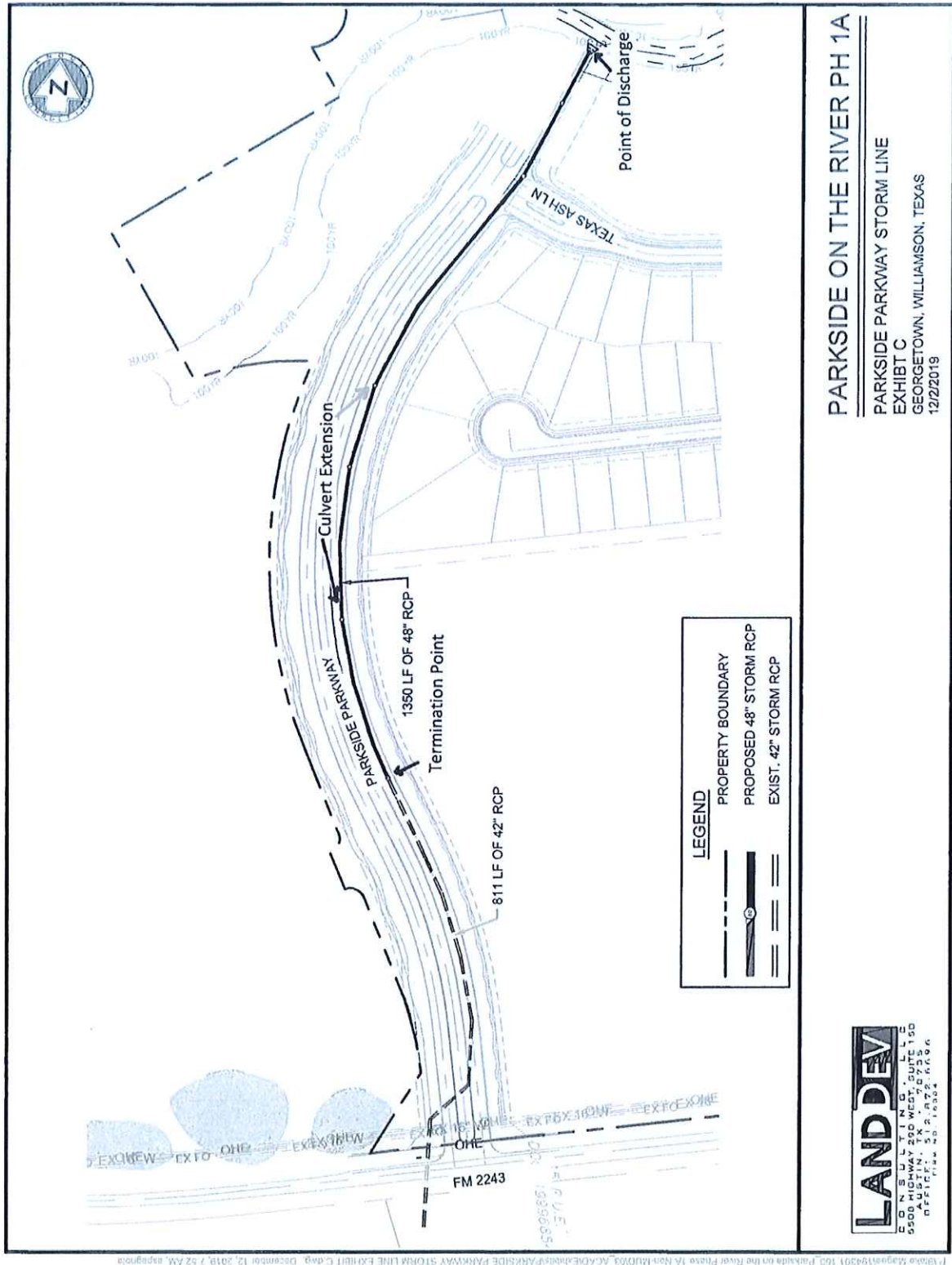


EXHIBIT D

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

TEMPORARY DRAINAGE EASEMENT AGREEMENT

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

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made effective as of _____, 2020 (the "Effective Date"), by and between HM Parkside, LP, a Texas limited partnership ("Grantor"), and Williamson County, Texas ("Grantee").

RECITALS

Grantor has agreed to grant to Grantee a non-exclusive, temporary drainage easement over, under, through and across that certain tract of real property owned by Grantor that is more particularly described on Exhibit A, attached hereto and made a part hereof (the "Easement Property"), for the purposes and the term described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor GRANTS, SELLS and CONVEYS to Grantee and Grantee's successors and assigns a temporary, non-exclusive drainage easement (the "Easement") under and across the Easement Property, subject to the reservations, terms and conditions of this Agreement and to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement will be subject to the following terms and provisions:

1. Purpose of Easement. The Easement may be used only for the installation, construction, placement, expansion, repair, maintenance, modification, replacement, restoration, removal, relocation, inspection, monitoring, operation, use, upgrade, and decommissioning of underground drainage conveyance structures and related underground appurtenances (collectively, the "Facilities") and access related thereto.

2. Term of Easement. The Easement will automatically terminate and be of no further effect upon the first to occur of (i) dedication of the area that includes the Easement Property as public right-of-way, whether by plat or separate instrument; or (ii) recordation of a final subdivision plat that includes the Easement Property that has been approved by Grantee (the "Expiration Date"). Upon the Expiration Date, Grantee agrees, at Grantor's request, to execute, acknowledge where necessary, and deliver an instrument suitable for recordation in the Official Public Records of Williamson County, Texas, sufficient to evidence the termination of this Agreement.

3. Exclusiveness of Easement. The Easement will be non-exclusive and Grantor, its successors and assigns, and their respective contractors, agents and invitees (collectively, the "Grantor Parties"), reserve and will have the right to enter upon and use the Easement Property. Without limiting the generality of the foregoing sentence, the Grantor Parties will have the right to construct, operate and maintain roadways, driveways, parking, and utility infrastructure over, under, through and across the Easement Property, and to dedicate and grant public or private easements for such purposes, so long as

{W0933061.1}

1

Temporary Drainage Easement Agreement

such use does not unreasonably interfere with or prevent use of the Easement Property as provided herein. In the event of the damage or destruction of the Facilities by any of the Grantor Parties, the responsible party will be obligated to replace and repair the damage or destruction at its sole cost and expense and any grant to a third party will be subject to this repair and restoration obligation, regardless of whether it is specifically recited in the granting instrument.

4. Grantee's Obligations.

(a) Access to the Easement Property by Grantee must be obtained upon or across public right-of-way and not any other property of Grantor. Grantee must require and ensure that all Grantee Parties comply with this access restriction.

(b) Upon completion of the construction of the Facilities and, thereafter, promptly upon completion of any subsequent activity by Grantee within the Easement Property that disturbs the surface of the ground, Grantee must restore or cause to be restored the surface of the Easement Property to substantially the same condition that existed prior to the commencement of construction or other activity. Restoration will include cleaning up and removing all trash and debris, including stakes, and revegetation as necessary.

(c) Grantee will, to the extent permitted by law, be liable for all damage or injury to persons or property directly resulting from its activities in coming upon or performing work on the Easement Property, or from the construction, repair, operation, maintenance or use of any Facilities. Grantee will require each of Grantee's contractors to obtain and maintain in effect at all times during which such contractors are performing work on or within the Easement Property a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, naming Grantor and Grantee as additional insureds, and a certificate of insurance or other satisfactory proof of this coverage must be provided to Grantor prior to the contractor in question entering upon or commencing any construction activity on or within the Easement Property. If any contractor's insurance is cancelled, Grantee will promptly notify Grantor and require the contractor to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the Easement Property. Each of the Grantee's contractors will be responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents. GRANTEE WILL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF ITS OR ITS CONTRACTORS', SUBCONTRACTORS', AGENTS' OR EMPLOYEES' PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY AND OUT OF CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE FACILITIES AND, IN ADDITION, GRANTOR COVENANTS AND AGREES TO REQUIRE ITS CONTRACTORS AND, SUBCONTRACTORS TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF SUCH PARTY'S PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY.

5. Maintenance of Facilities. The Facilities shall be maintained by Grantee unless and until such time as a municipal utility district, a municipality or another governmental authority expressly assumes the maintenance obligations with respect thereto. Grantor will have no responsibility for maintenance of any Facilities installed or constructed within the Easement.

6. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue of any case or controversy arising under or pursuant to this Agreement will lie in Williamson County, Texas.

7. Attorneys' Fees. If either party brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, will be entitled to recover its reasonable attorneys' fees and expenses from the losing party, as fixed by the court. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.

8. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including a party's failure to enforce any provision of this Agreement, will not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

9. Entire Agreement; Amendment and Termination. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement will be of no force and effect. All modifications must be evidenced by a subsequent written agreement, signed by the party to be charged. Except as provided in Paragraph 2 with respect to termination of the Easement, this Agreement may only be modified, amended or terminated by filing a written modification, amendment or termination document, executed, acknowledged and approved by Grantor and Grantee, or their respective successors and assigns, in the Official Public Records of Williamson County, Texas.

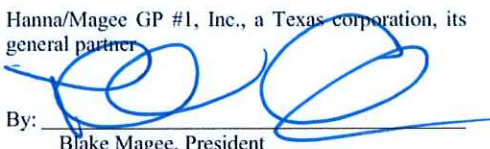
10. Execution. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

EXECUTED as of the Effective Date set forth above.

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, its
general partner

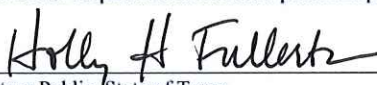
By: 
Blake Magee, President

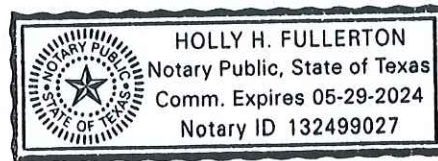
Date: 6/16/2020

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of June,
2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, general partner of
HM Parkside, LP, a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public, State of Texas



{W0933061.1}

4

Temporary Drainage Easement Agreement

{W0980823.2}

Exhibit D – Page 4 of 6

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____,
2020, by _____, _____ of Williamson County, Texas on
behalf of the County.

Notary Public, State of Texas

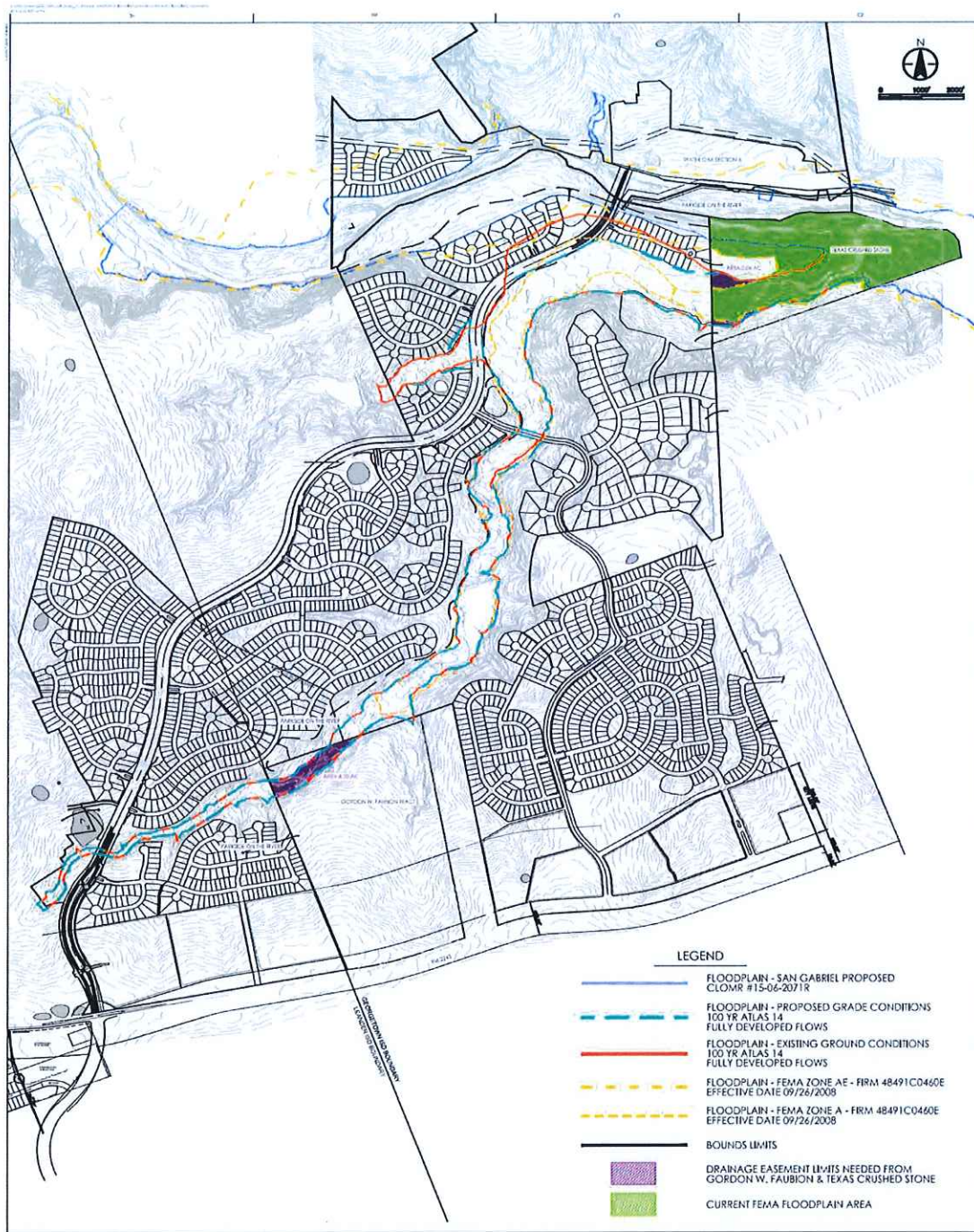
AFTER RECORDING, RETURN TO:

{W0933061.1}

5

Temporary Drainage Easement Agreement

EXHIBIT E



Project No. 22221589
 Client: HM Parkside Development, Inc.
 Project: PARKSIDE ON THE RIVER
 Address: 18200
 (BRANDER ROAD (JW 2248))
 Drawing No. 1 of 3

LEGEND

Stantec
 Stantec Consulting Services Inc.
 1000 Main Street, Suite 200
 Austin, TX 78701
 Tel: 512.353.5000
 Fax: 512.353.5001
 www.stantec.com

EXHIBIT F

County: Williamson
Project: Parkside on the River
Job No.: A191301
MB No.: 19-053

FIELD NOTES FOR 4.057 ACRES

Being a tract containing 4.057 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 4.057 acre tract being a portion of a call 93.60 acre tract of land recorded in the names of Arthur and Gordon Faubion in Document Number 200504318, Official Public Records Williamson County (O.P.R.W.C.). Said 4.057 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Beginning at a 1/2-inch iron rod found for the southwesterly corner of said 93.60 acre tract, said iron rod being a corner of a called 1,146.591 acre tract recorded in the name of HM Parkside, LP, in Document Number 2018114043, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with the westerly line of said 93.60 acre tract and an easterly line of said 1,146.591 acre tract, the following three (3) courses:

1. North 20 degrees 43 minutes 36 seconds West, a distance of 754.25 feet to a 1/2-inch iron rod found;
2. North 20 degrees 57 minutes 06 seconds West, a distance of 930.97 feet to a capped iron rod found stamped "1847";
3. North 21 degrees 20 minutes 43 seconds West, a distance of 498.46 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with the westerly line of said 93.60 acre tract and an easterly line of said 1,146.591 acre tract, North 21 degrees 20 minutes 43 seconds West, a distance of 216.53 feet;

Thence, through and across said 93.60 acre tract the following fourteen (14) courses;

1. South 86 degrees 41 minutes 13 seconds East, a distance of 43.87 feet;
2. North 76 degrees 47 minutes 16 seconds East, a distance of 39.32 feet;
3. South 89 degrees 23 minutes 06 seconds East, a distance of 56.16 feet;
4. North 72 degrees 18 minutes 53 seconds East, a distance of 40.83 feet;
5. North 62 degrees 31 minutes 18 seconds East, a distance of 49.00 feet;
6. North 70 degrees 34 minutes 49 seconds East, a distance of 42.92 feet;

7. North 50 degrees 31 minutes 39 seconds East, a distance of 55.60 feet;
8. North 26 degrees 36 minutes 13 seconds East, a distance of 72.45 feet;
9. North 64 degrees 48 minutes 26 seconds East, a distance of 92.12 feet;
10. North 44 degrees 12 minutes 28 seconds East, a distance of 48.52 feet;
11. North 50 degrees 18 minutes 43 seconds East, a distance of 65.26 feet;
12. North 33 degrees 03 minutes 40 seconds East, a distance of 45.78 feet;
13. North 56 degrees 23 minutes 15 seconds East, a distance of 115.09 feet;
14. North 26 degrees 23 minutes 04 seconds East, a distance of 11.59 feet to a point on the northerly line of said 93.60 acre tract, said point being on an interior line said 1,146.591 acre tract;

Thence, with the northerly line of said 93.60 acre tract and the interior line of said 1,146.591 acre tract the following two (2) courses;

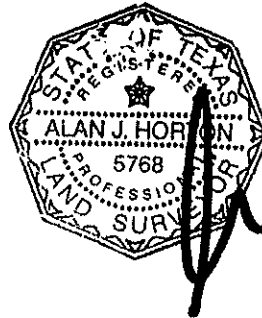
1. North 69 degrees 32 minutes 42 seconds East, a distance of 231.31 feet to a capped iron rod stamped "1847";
2. North 69 degrees 43 minutes 16 seconds East, a distance of 170.90 feet;

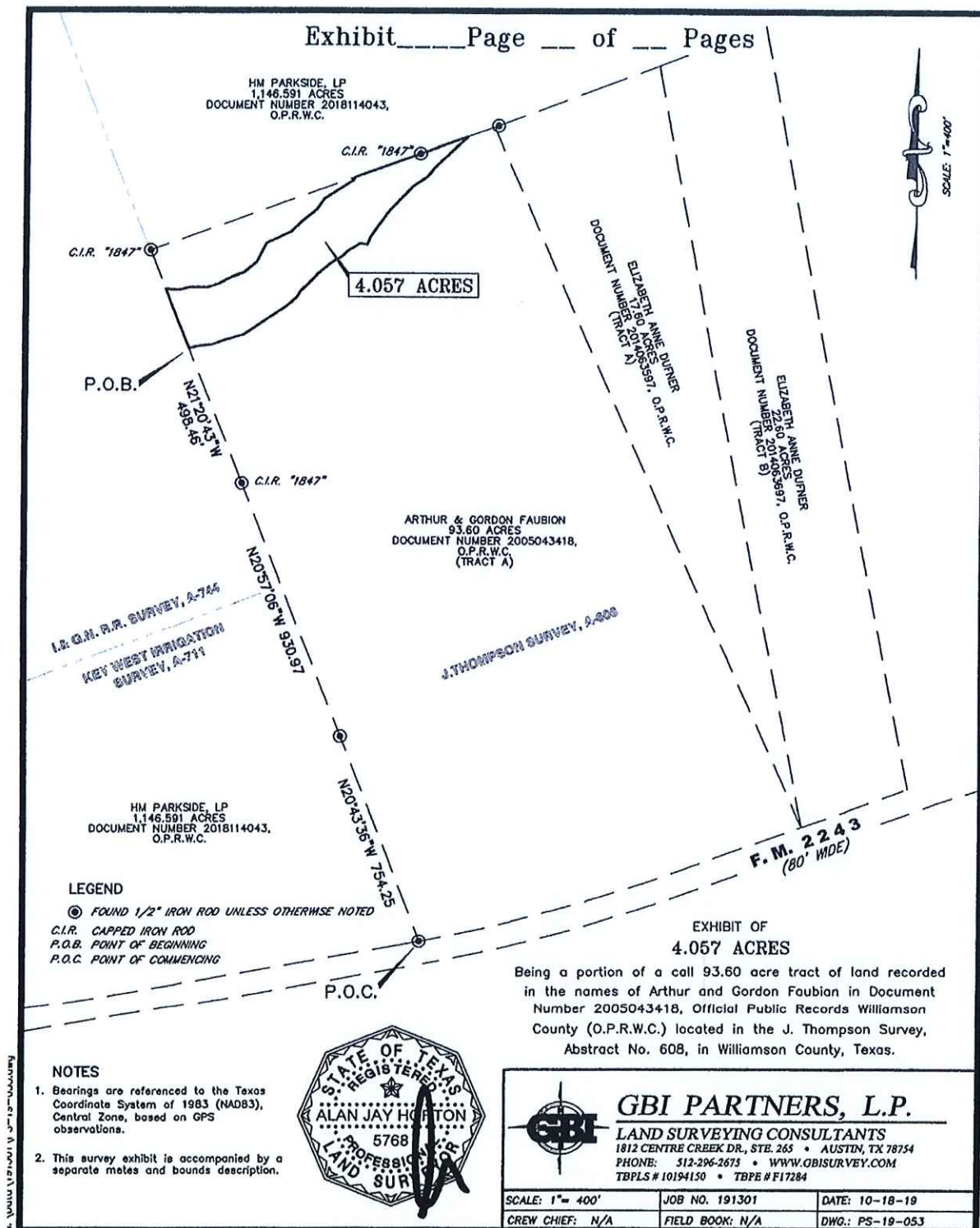
Thence, through and across said 93.60 acre tract the following twenty-one (21) courses;

1. South 46 degrees 56 minutes 27 seconds West, a distance of 105.90 feet;
2. South 44 degrees 29 minutes 49 seconds West, a distance of 51.54 feet;
3. South 37 degrees 58 minutes 01 seconds West, a distance of 36.81 feet;
4. South 55 degrees 50 minutes 25 seconds West, a distance of 57.92 feet;
5. South 41 degrees 59 minutes 58 seconds West, a distance of 122.81 feet;
6. South 34 degrees 51 minutes 37 seconds West, a distance of 100.85 feet;
7. South 20 degrees 20 minutes 48 seconds West, a distance of 29.67 feet;
8. North 83 degrees 58 minutes 15 seconds West, a distance of 24.66 feet;
9. South 58 degrees 49 minutes 41 seconds West, a distance of 44.57 feet;

10. South 43 degrees 39 minutes 07 seconds West, a distance of 24.26 feet;
11. South 58 degrees 17 minutes 02 seconds West, a distance of 48.53 feet;
12. South 49 degrees 22 minutes 32 seconds West, a distance of 61.07 feet;
13. South 44 degrees 13 minutes 58 seconds West, a distance of 47.21 feet;
14. South 48 degrees 40 minutes 37 seconds West, a distance of 28.25 feet;
15. South 28 degrees 55 minutes 50 seconds West, a distance of 24.73 feet;
16. South 49 degrees 33 minutes 56 seconds West, a distance of 46.35 feet;
17. South 55 degrees 33 minutes 55 seconds West, a distance of 170.89 feet;
18. South 72 degrees 59 minutes 20 seconds West, a distance of 70.55 feet;
19. South 69 degrees 00 minutes 16 seconds West, a distance of 39.94 feet;
20. South 82 degrees 15 minutes 23 seconds West, a distance of 42.04 feet;
21. South 78 degrees 12 minutes 37 seconds West, a distance of 38.88 feet to the **Point of Beginning** containing 4.057 acres.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
October 18, 2019





Commissioners Court - Regular Session

9.

Meeting Date: 06/23/2020

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
- 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
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/18/2020

Reviewed By

Andrea Schiele

Date

06/18/2020 10:05 AM

Started On: 06/18/2020 09:59 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 06/23/2020

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 Liberty

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: 06/18/2020

Reviewed By

Andrea Schiele

Date

06/18/2020 10:06 AM

Started On: 06/18/2020 09:59 AM