

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
November 3rd, 2009
9:30 a.m.

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

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers 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.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. 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 5 – 11)

5. Consider and take appropriate action on authorizing the transfer of various items including a vehicle to auction/donation/destruction. Complete list filed with official minutes)
6. Discuss and consider approving a line item transfer for Elections.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0492-004251	Election Supplies	\$600.00	
To	0100-0492-004610	Rent	\$600.00	

7. Acknowledge and enter into the official minutes of the Commissioners' Court that Deborah Hunt, Tax Assessor/Collector, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy. The certificate was filed in the Treasurer's office.
8. Consider approving the Treasurer's Report on the Williamson County Finances for September 2009.
9. Consider approving the investment report for September 2009 which was approved by the investment committee on October 28, 2009.
10. Consider and take appropriate action on authorizing the trade-in of four Harley Davidson motorcycles and the transfer of various items including a vehicle through inter-office transfer to County departments and/or auction/donation/destruction. (Complete list filed with official minutes)
11. Discuss and consider approving a line item transfer for Emergency Management and HazMat

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-002050	Non Dept/Work Comp	\$2,300	
To	0100-0541-002050	Emerg Mgmt/Work Comp	\$1,900	
To	0100-0542-002050	HazMat/Work Comp	\$400	

REGULAR AGENDA

12. Discuss and take appropriate action on road bond program.
13. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Giddens, P17)
14. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Mason (P19))
15. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Mason, P16)
16. Consider authorizing County Judge to execute a Real Estate Contract with Michelle Lynn Bell Dube and Travis A. Dube for ROW needed on RM 2338. (Parcel 4)
17. Consider authorizing County Judge to execute a Real Estate Contract with Tom Wilkinson and William Henderson for ROW needed on RM 2338 (P15).

18. Consider authorizing County Judge to execute a Real Estate Contract with Capitol Aggregates, Ltd. for ROW on US 183 (Parcel 5).
19. Consider authorizing County Judge to execute a Real Estate Contract with James R. Armstrong and Shannon F. Armstrong for ROW on RM 2338 (Parcel 13).
20. Consider authorizing County Judge to execute an Amendment to Pond Springs Road Interlocal Cooperation Agreement City of Austin and Williamson County.
21. Consider accepting a donation of \$100 for Memorial Tree planting in memory of Vernon Ira Matthews Cantwell, Jr., from the Georgetown Running Club.
22. Discuss & take action on cookie drive for troops for Veterans Day.
23. Discuss and take appropriate action on small cities park request for community of Walburg.
24. Discuss and approve contract with Texas State Library for microfilm services for archival and disaster backup purposes.
25. Consider appointing David Gardner to the board of ESD #2 for the unexpired term of Kevin Castello which ends Dec. 31, 2009 and for a new two year term beginning Jan. 1, 2010
26. Discuss and take possible action regarding recruitment and appointment of Emergency Services District Commissioners.
27. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
28. Discuss and take appropriate action on Master Software License and Professional Services Agreement, Amendment #1 between Tyler Technologies and the Texas Conference of Urban Counties.
29. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 1).
30. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 2).
31. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 3).

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)."

- 32.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 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.)
1. Proposed or potential purchase or lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for US 183 project from 1000 feet south of the San Gabriel to 1000 feet north of SH 29.
- b) Discuss proposed acquisition of property for right-of-way for RM 2338 project from 0.3 miles north of proposed Ronald W. Reagan Blvd. to FM 3405.
- c) Discuss proposed acquisition of property for right-of-way for SH 195 project from 0.805 miles south Bell County line to IH35.
- d) Discuss proposed acquisition of property for right-of-way for SH 29.
- 33.** Discuss and take appropriate action on real estate.
- 34.** Comments from Commissioners.

Dan A. Gattis, 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 _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Consent Agenda

Commissioners Court - Regular Session

Date: 11/03/2009
 Submitted By: Ursula Stone, Purchasing
 Department: Purchasing
 Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including a vehicle to auction/donation/destruction. Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ursula Stone Started On: 10/21/2009 08:30 AM

**Consider approving a line item transfer for the Elections Department.
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Kay Eastes, Elections
Submitted For: Rick Barron
Department: Elections
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Elections.

Background

Request is being made to increase the Rent budget line by \$600.00 because there are not sufficient funds to pay the rental fees charged for the 11.3.09 election. Attached is a document with the locations and fees charged.

Rental fees for poll sites on election day vary from year to year. For the November elections held in 2007 and 2008, these fees were shared between the County and several political jurisdictions (8 in '07 and 9 in '08). The number of jurisdictions joining in together to conduct their elections reduces the cost to the County. The last day for a political subdivision to call a 11.3.09 election was 9.2.09. Rental confirmation letters with rental fees are returned the end of September. Both are important factors when considering how much money will be needed in the Rent line.

There is one political subdivision sharing the cost of the 11.3.09 elections, and their share is minimal. The poll site rental fee charges on 11.3.09 are \$2,800.00.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0492-004251	Election Supplies	\$600.00	
To	0100-0492-004610	Rent	\$600.00	

Attachments

Link: [Poll Site Rental Fees](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Kay Eastes	10/26/2009 10:46 AM	CREATED
				NEW
	Form Started By: Kay Eastes		Started On: 10/26/2009 10:46 AM	

Constitutional Amendments and Special Election

11.3.2009

	11.3.09	FEES '08	FEES '09
119	Old Town ES	0	
122	Round Rock HS	0	
135	Bluebonnet ES	0	
137	St. Barnabas the Encourager Ch	50	50
138	Chisholm Trail MS	0	
142/367	First UMC, GT	50	50
146	Pond Springs ES	0	
147	Forest North ES	0	
149	Wm Co Annex	0	
150/172	First Baptist Ch RR	100	100
151	Deerpark MS	0	
152	Northwest Fellowship	200	200
160	Brushy Creek Comm Ctr	0	
162	Clairmont Retirement Comm	0	0
168	Calvary Christian Ctr	80	75
172	w/150 @ First Baptist Ch	0	
185	Rattan Creek Park Comm. Bldg		
186/189	Lord of Life Lutheran Ch	50	50
190	Fern Bluff MUD Comm Ctr	0	
203	Pat Bryson Muni Hall	0	
204	Cedar Park Public Lib	0	
206/258	Fellowship Baptist Ch, LibHill	0	0
207/244	Bill Burden ES	0	
216	Naumann ES	0	
217	Purple Sage ES	0	
218	Anderson Mill ES	0	
239	Westwood HS	0	
207/244	w/244 @ Bill Burden ES	0	
253	Leander HS	0	
254	Good Shepherd Lutheran Ch	75	75
206/258	w/206 @ Fellowship Baptist Ch	0	
259	Bagdad ES	0	
264	First Baptist Ch, Leander	75	75
265	Block House Crk ES	0	
266	Cedar Park Randalls	0	
273	Cypress ES	0	
274	Noel Grisham MS	0	
275	Bethany UMC	50	60
276	Pleasant Hill ES	0	
277	Cedar Park HS	0	
278	Treasure of the Hills Sr Ctr	0	
283	Giddens ES	0	

287	Mason ES	0	
293	Faubion ES	0	
301/371	GT ISD Admn Bldg	0	
302	Georgetown Country Club	100	100
305	Jo Ann Ford ES	0	
308/369	Co Central Maintenance Fac	0	
309	Andice Comm Ctr	50	60
310	Florence VFD	0	
311	Jonah Comm Ctr	32.5	35
EV	Jonah Comm Ctr		35
312	Jarrell Mem Park Comm Bldg		
314	San Gabriel Comm Ctr	0	
330	Walburg Comm Ctr	0	0
331	Cedar Valley MS	0	
332	GT Airport Terminal Bldg	0	
340	Brushy Creek ES	0	
343/345	First Baptist Ch, GT	200	100
348	RR Presbyterian Ch	75	75
357	Parks & Rec Admn Bldg		
361	Weir Fire Hall	0	
367	w/142 @ First UMC, GT	0	
369	w/308 @ WmCo Cent Maint Fac	0	
370	Grace Episcopal Ch	300	200
371	w/302 @ GT ISD Admn Bldg	0	
379	Berry Creek Country Club	250	0
381	Sun City Social Ctr	0	
382	Cactus Ranch ES	0	
392	Village ES	0	
394/399	Sun City Social Ctr	0	
395	Wellspring UMC	0	250
396	Sun City Social Ctr	0	
397	Patsy Sommer ES	0	
398	Westside Ch of Christ	0	0
399	w/394 @ Sun City Social Ctr	0	
413	Immanuel Lutheran Ch	75	100
415	SPJST Hall	125	150
420	Hutto ES	0	
421	Taylor City Hall	0	
423	RR Ch of Christ	0	0
424	Forest Creek ES	0	
425	First UMC Bartlett	25	50
426	Hutto City Hall	0	
427	First UMC Taylor	100	100
428	Trinity Lutheran Ch	400	200
429	Tenth St UMC Taylor	100	200
433	Coupland School	0	
434	Thrall VFD	25	0

"donation"

436	Stony Point HS	0	
441	Schwertner Comm Club	150	150
455	Voigt ES	0	
456	Our Lady of Guadalupe Ch	200	200
463	Fellowship at Forest Creek Ch	50	60 "donation"
480	Gattis ES	0	
484	Caldwell Heights ES	0	
488	Ridgeview MS	0	
491	Double File Trail ES	0	
		2987.5	2800

FY 09-10
 Budget \$2,200.00
 Rent Cost -\$2,800.00
 -\$600.00

County Investment Officer Training Certification Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioners' Court that Deborah Hunt, Tax Assessor/Collector, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy. The certificate was filed in the Treasurer's office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Celia Villarreal	10/26/2009 01:14 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Celia Villarreal		Started On: 10/26/2009 01:14 PM		

Treasurer's Report on the Williamson County Finances September 2009 Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for September 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasurer's Report on the Williamson County Finances September 2009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Celia Villarreal	10/27/2009 02:28 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Celia Villarreal		Started On: 10/27/2009 02:28 PM		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
SEPTEMBER TERM 2009

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **SEPTEMBER 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$357,173,960.38.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2009.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance September 30, 2009
GENERAL FUND	\$ 4,000,000.00
TOBACCO FUNDS	\$ 3,265,016.72
CO RECORDS ARCHIVE	\$ 1,000,000.00
WC SH45 FUND	\$ 1,500,062.50
CAPITAL PROJECTS FUND	\$ 122,858,866.67
TOTAL	\$ 132,623,945.89

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 9/30/09	TEXPOOL PRIME BALANCE 9/30/09	TEXSTAR BALANCE 9/30/09	GRAND TOTAL
COURTHOUSE SECURITY	77,391.63			77,391.63
COUNTY RMP	844,806.63			844,806.63
GENERAL FUND	34,776.59	36,878,990.26		36,913,766.85
LIBRARY FUND	602,851.63			602,851.63
COURT REPORTER SVC	683,698.55			683,698.55
TOBACCO FUNDS	28,368.50	909,877.29		938,245.79
KARST	700,719.76			700,719.76
CO RECORD ARCHIVE	605,185.51			605,185.51
ROAD AND BRIDGE	24,373.79	13,807,726.29		13,832,100.08
TOTAL CO'S & BOND	3,050.12	109,095,101.78	4,593,790.19	113,691,942.09
DEBT SERVICE	483,231.48	23,784,773.53		24,268,005.01
BENEFITS	13,107.82	1,293,196.61		1,306,304.43
2008 TAN	97,350.39	8,834,832.45		8,932,182.84
*RESTRICTED FUNDS	2,141,140.73			2,141,140.73
TOTALS	\$ 6,340,053.13	\$ 194,604,498.21	\$ 4,593,790.19	\$ 205,538,341.53

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation September 30, 2009	
GENERAL FUND	\$	17,846,217.00
PAYROLL	\$	1,033,912.04
CSCD TREASURER	\$	131,543.92
TOTAL	\$	19,011,672.96

Bank Statement Reconciliation Report
Ending September 30, 2009
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$ 23,616,549.76
ADD:	
OUTSTANDING DEPOSITS	\$ 0.00
SUBTRACT:	
OUTSTANDING CHECKS	\$ (5,770,332.76)
RECONCILED BANK BALANCE	<u>\$ 17,846,217.00</u>
<hr/>	
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$ 17,817,638.40
ADD:	
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL OCTOBER 2009	\$ 21,390.92
SUBTRACT:	\$
BANK INTEREST 0.410%	\$ 7,187.68
RECONCILED BOOK BALANCE	<u>\$ 17,846,217.00</u>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	<u>\$ 0.00</u>

NOTES: _____

Bank Statement Reconciliation Report
Ending September 30, 2009
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$ 1,071,864.35
ADD:	
OUTSTANDING DEPOSITS	\$ 0.00
SUBTRACT:	
PAYROLL OUTSTANDING CHECKS	\$ (5,997.65)
ESCROW OUTSTANDING CHECKS	\$ (31,954.66)
ADJUSTMENTS:	
RECONCILED BANK BALANCE	<u>\$ 1,033,912.04</u>
<hr/>	
BOOK BALANCE	\$ 1,033,912.04
ADD:	
OUTSTANDING DEPOSITS	\$ 0.00
BANK INTEREST EARNED \$ at 0.410%	
(Payroll interest is <i>NOT</i> considered revenue by the Auditors.)	
ADJUSTMENTS:	
	\$ 0.00
RECONCILED BOOK BALANCE	<u>\$ 1,033,912.04</u>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	<u>\$ (0.00)</u>

NOTES:

Bank Statement Reconciliation Report
Ending September 30, 2009
CSCD ACCOUNT

BALANCE PER BANK	\$	230,164.64
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(98,620.72)
RECONCILED BANK BALANCE	\$	<u>131,543.92</u>
<hr/>		
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	131,475.78
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
SUBTRACT:		
	\$	0.00
BANK INTEREST 0.410%	\$	68.14
RECONCILED BOOK BALANCE	\$	<u>131,543.92</u>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL September 2009
TOTAL TAXES	\$ 136,003.29
TOTAL FEES OF OFFICE	\$ 584,693.58
TOTAL FINES AND FORFEITURES	\$ 346,680.36
TOTAL CHARGES FOR SERVICES	\$ 479,402.36
TOTAL INTERGOVERNMENTAL	\$ 167,680.57
TOTAL INVESTMENT INCOME/OTHER	\$ (391,230.76)
<hr/>	
TOTAL REVENUES	\$ 1,323,229.40

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL September 2009
TOTAL GENERAL GOVERNMENT	\$ 2,008,409.46
TOTAL PUBLIC SAFETY	\$ 5,800,264.56
TOTAL JUDICIAL	\$ 1,883,767.74
TOTAL COMMUNITY SERVICES	\$ 1,247,683.27
<hr/> TOTAL EXPENDITURES	\$ 10,940,125.03

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

Williamson County Investment Committee Meeting September 2009 Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for September 2009 which was approved by the investment committee on October 28, 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Williamson County Investment Committee Meeting September 2009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Celia Villarreal	10/28/2009 12:25 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Celia Villarreal		Started On: 10/28/2009 12:25 PM		

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**October 28, 2009
10:30 a.m.**

1. Accept/approve agenda
2. Approve minutes of September 30, 2009
3. Review/approve Investment Reports for September 2009 and the 4th Quarter FY '08/09
4. Review Economic Outlook
5. Acknowledge Training Certifications for committee members Valerie Covey and Deborah Hunt
6. Misc.
7. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

September 30, 2009

The Williamson County Investment Committee met on Wednesday, September 30th at 2:00 p.m. in the Auditor's conference room. Committee members present were; Valerie Covey, County Commissioner, Precinct 3, Deborah Hunt, County Tax Assessor/Collector, David U. Flores, County Auditor, and Vivian L. Wood, County Treasurer. Nate Smith with First Southwest Asset Management (FSAM) also attended the meeting.

Ms. Covey called the meeting to order at 2:10 p.m. A motion was made by Mr. Flores, second by Ms. Hunt to accept the Agenda as presented. Motion Carried. Minutes from August 31, 2009 were reviewed. Ms. Wood noted that the agenda and minutes are being sent out electronically and asked if there any issues in being able to retrieve the data. A motion was made by Mr. Flores to accept the minutes as presented, second by Ms. Covey. Motion carried.

The Investment Report for the month ending August 31, 2009 was presented. A discussion was held in regard to the TAN 2008, Debt Service, and Tobacco funds and what projects each of the funds were dedicated to. A discussion was also held on a new way of reporting the funds and which funds are restricted to specific use. Ms. Wood reported that investments had been made in certificates of deposits with the County's depository bank, Union State Bank. Also, there was one investment made in a callable fund that will yield more than the daily pool rates. Ms. Hunt reported that the anticipated date that tax notices will be sent out to the entities. Collection of funds should begin in November with the bulk of revenue arriving in the usual time frames of December 31st and January 31st. Ms. Hunt moved that the Investment Reports be approved as presented, second by Mr. Flores. Motion carried.

Nate Smith, from FSAM, reported on information that they receive on a daily basis in regard to the economic issues affecting the economy as a whole and specifically the issues that affect investment income. The general consensus is that it will continue to be some time before the economy begins an upward swing. Until that time, the investment of funds should remain short term as there is no additional value in going out long term except in some exceptional instances. Mr. Smith also reported that reports indicate that the recession is ending but there does not seem to be a clear indication of how long the recovery should take.

There being no other business, the meeting adjourned at 3.20 p.m.

SEPTEMBER 2009 NON-COUNTY INVESTMENT
 FY 2009

INTEREST RATE: TEXPOOL PRIME 0.364% -- TEXPOOL 0.282% -- TEXSTAR 0.263%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 83109	TOTAL INTEREST	BALANCE 83109	TOTAL INTEREST	BALANCE 83109	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT AS OF 8/30/09	INTEREST EARNED AT MATURITY		
CITIES HEALTH DIST	76,152.59	17.68	1,514,575.30	453.21	1,515,028.51				470.88	1,591,198.78
COUNTY CLERK	1,777,460.09	427.61							427.61	2,282,340.79
DA DRUG FUND	122,206.65	28.34							28.34	122,233.99
MEDICAID	403,174.95	112.51							112.51	525,847.00
SHERIFF COMMISSARY	502,685.56	116.61							116.61	502,802.17
TOTALS	5,441,221.65	1,350.91	1,514,866.28	453.25	1,515,319.53				1,804.16	7,926,253.94

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK, SEPTEMBER 2009 INTEREST RATE 0.410%

Vivian L. Wood
 Vivian L. Wood
 Williamson County Treasurer

10-22-09
 DATE



**Investment Portfolio Summary
For the Quarter Ended
September 30, 2009**

Prepared By



Williamson County

**Quarterly Investment Report
Investment Officers' Certification
For the Quarter Ended
September 30, 2009**

This report is prepared for Williamson County (the "County") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the County's investment officers and includes the disclosures required in the PFIA. Market prices were obtained from independent pricing sources, including Interactive Data Corporation and Bloomberg L.P.

The investment portfolio complied with the PFIA and the County's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the County and were made in full compliance with the PFIA and the County's approved Investment Policy.

Trevor L. Shind

Williamson County, Tennessee

October 22, 2009

Williamson County
FIXED INCOME DISTRIBUTION
 September 30, 2009

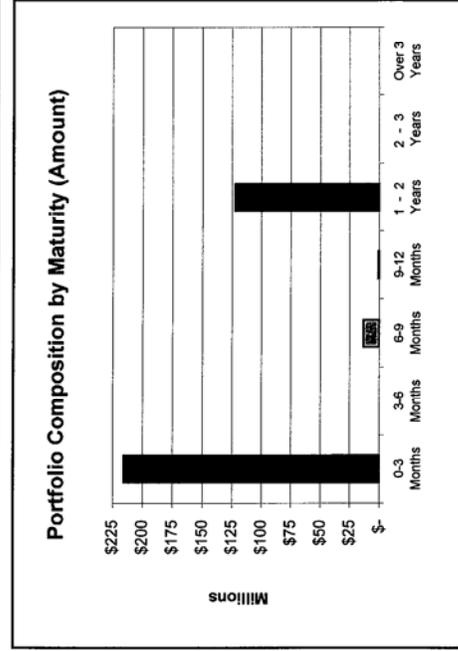
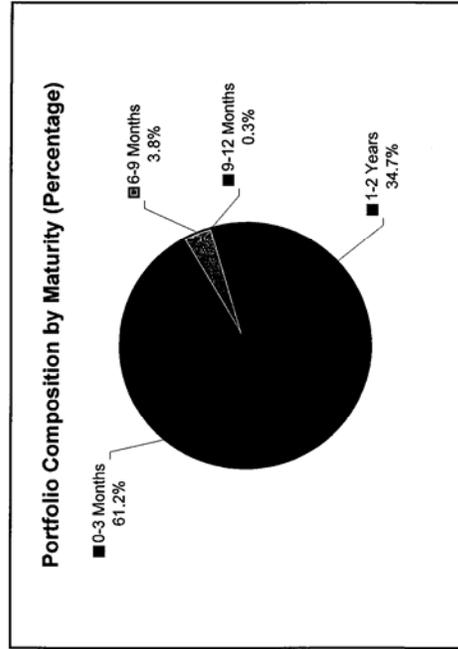
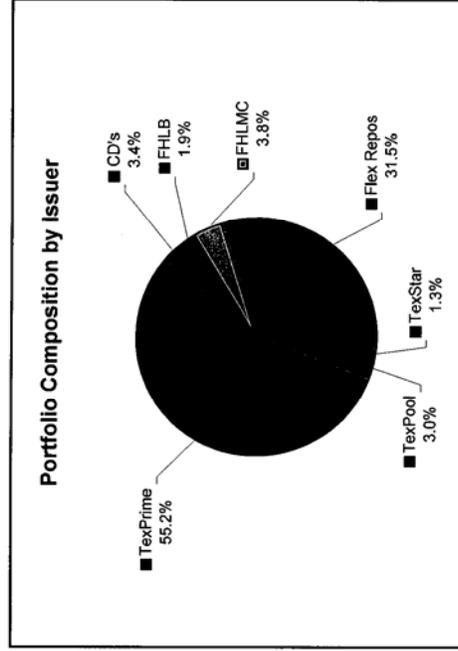
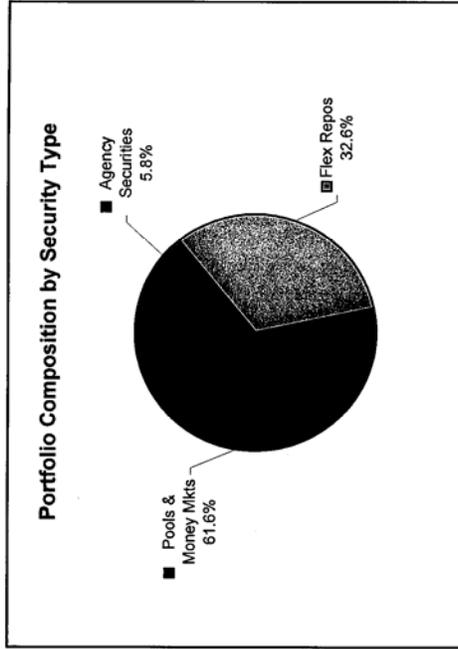
Summary Information

Totals	Weighted Averages
Par Value	Average YTM 1.873
Market Value	Average Maturity (Yrs) 0.4
Adjusted Cost	Average Coupon (%) 1.839
Net Gain/Loss	Average Duration 0.4
Annual Income	
Number of Issues	

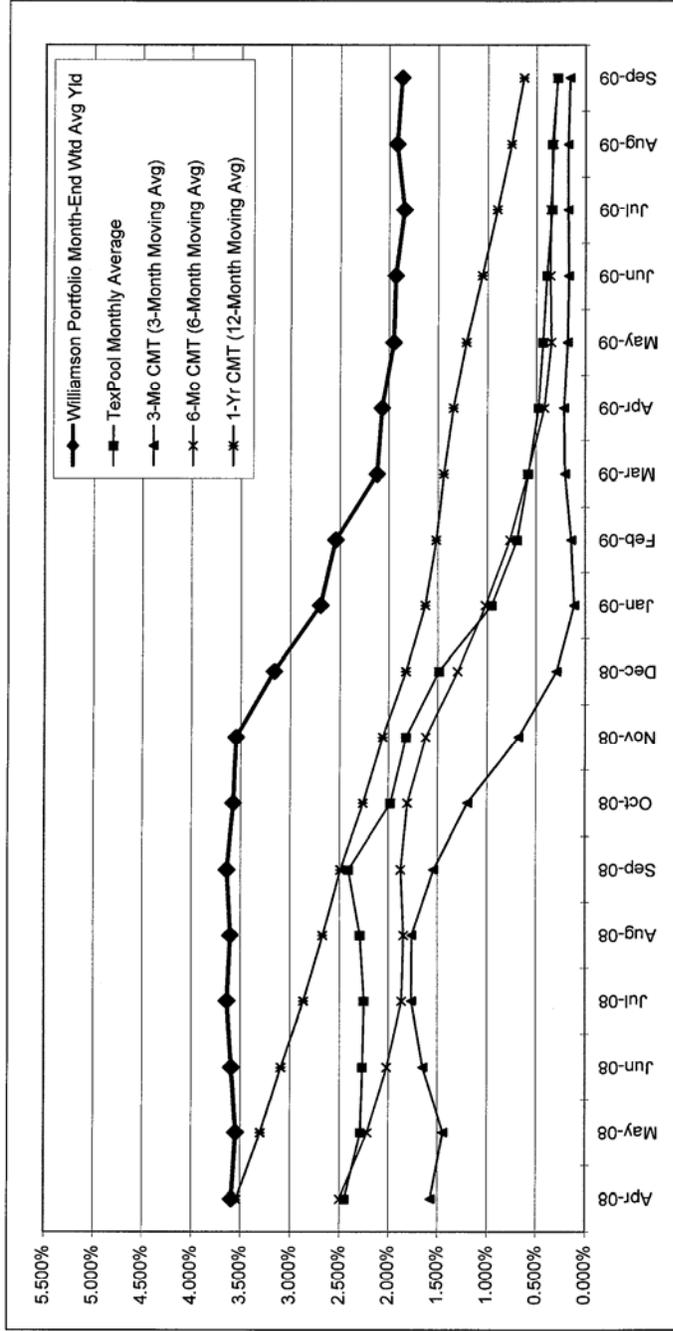
Distribution by Maturity

Maturity	Number	Mkt Value	% Bond Holdings	Average YTM	Average Coupon	Average Duration
0 - 3 Months	4	215,732,921.30	61.2	0.407	0.348%	0.003
6 - 9 Months	5	13,233,000.00	3.8	1.195	1.485%	0.605
9 - 12 Months	1	1,000,000.00	0.3	1.240	1.240%	0.948
1 - 2 Years	4	122,452,452.47	34.7	4.535	4.511%	1.139

Williamson County
Portfolio Composition
September 30, 2009



Williamson County
Benchmark Comparison
September 30, 2009



- Notes:**
- 1.) Benchmark data for TexPool is the monthly average yield.
 - 2.) CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities.
 - 3.) The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year CMT is the daily average for the previous 12-months.

Williamson County
DETAIL OF SECURITY HOLDINGS
As of September 30, 2009

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call	
'07 Park Limited - 06 TextPool Prime	texprime	0.364				2,660,437.73	100.000	2,660,437.73	2,660,437.73	100.000	2,660,437.73	0.00	1		0.364	0.364	
		0.364				2,660,437.73	100.000	2,660,437.73	2,660,437.73	100.000	2,660,437.73	0.00	1		0.364	0.364	
2008 TAN-Compass TextPool TextPool Prime	texpool texprime	0.282				97,350.39	100.000	97,350.39	97,350.39	100.000	97,350.39	0.00	1		0.282	0.282	
		0.364				8,834,832.45	100.000	8,834,832.45	8,834,832.45	100.000	8,834,832.45	0.00	1		0.364	0.364	
		0.363				8,932,182.84	100.000	8,932,182.84	8,932,182.84	100.000	8,932,182.84	0.00	1		0.363	0.363	
2009 Parks Limited TextSTAR	tesstar	0.263				4,335,823.62	100.000	4,335,823.62	4,335,823.62	100.000	4,335,823.62	0.00	1		0.263	0.263	
		0.263				4,335,823.62	100.000	4,335,823.62	4,335,823.62	100.000	4,335,823.62	0.00	1		0.263	0.263	
CC Records Archive Union State Bank CD	0000340475	1.730	05-07-09	05-07-10		1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	6,987.40	219		1.730	1.730	
		1.730				1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	6,987.40	219		1.730	1.730	
CO's and Bonds TextSTAR TextPool TextPool Prime	texstar texpool texprime	0.263				257,966.57	100.000	257,966.57	257,966.57	100.000	257,966.57	0.00	1		0.263	0.263	
		0.282				3,050.12	100.000	3,050.12	3,050.12	100.000	3,050.12	0.00	1		0.282	0.282	
		0.364				28,915,810.42	100.000	28,915,810.42	28,915,810.42	100.000	28,915,810.42	0.00	1		0.364	0.364	
Combination Tax & Revenue Series 2006 CO TextPool Prime PHLMC Disc Note CDARS	texprime 313397NT4 1007232051	0.371				29,176,827.11	100.000	29,176,827.11	29,176,827.11	100.000	29,176,827.11	0.00	1		0.371	0.371	
		0.364				17,175,985.44	100.000	17,175,985.44	17,175,985.44	100.000	17,175,985.44	0.00	1		0.364	0.364	
		0.000	11-14-08	11-02-09		6,000,000.00	97.990	5,879,391.67	5,989,066.67	6,000,000.00	100.000	6,000,000.00	0.00	33		2.121	2.121
		1.150	05-14-09	05-13-10		3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.000	3,000,000.00	13,232.88	225		1.150	1.150	
County Benefits Program TextPool TextPool Prime	texpool texprime	0.364				26,175,985.44	99.540	26,055,377.11	26,165,052.11	100.000	26,175,985.44	13,232.88	34		0.856	0.856	
		0.282				13,107.82	100.000	13,107.82	13,107.82	100.000	13,107.82	0.00	1		0.282	0.282	
		0.364				1,293,196.61	100.000	1,293,196.61	1,293,196.61	100.000	1,293,196.61	0.00	1		0.364	0.364	
Debt Service Fund TextPool TextPool Prime	texpool texprime	0.363				1,306,304.43	100.000	1,306,304.43	1,306,304.43	100.000	1,306,304.43	0.00	1		0.363	0.363	
		0.282				483,231.48	100.000	483,231.48	483,231.48	100.000	483,231.48	0.00	1		0.282	0.282	
General Fund TextPool TextPool Prime CDARS	texprime 1007231896	0.364				23,784,773.53	100.000	23,784,773.53	23,784,773.53	100.000	23,784,773.53	0.00	1		0.364	0.364	
		0.362				24,268,005.01	100.000	24,268,005.01	24,268,005.01	100.000	24,268,005.01	0.00	1		0.362	0.362	
		0.282				34,776.59	100.000	34,776.59	34,776.59	100.000	34,776.59	0.00	1		0.282	0.282	
		0.364				36,878,990.26	100.000	36,878,990.26	36,878,990.26	100.000	36,878,990.26	0.00	1		0.364	0.364	
Pass Toll Series 2009 TextPool Prime	texprime	1.150	05-14-09	05-13-10		4,000,000.00	100.000	4,000,000.00	4,000,000.00	100.000	4,000,000.00	17,643.84	225		1.150	1.150	
		0.441				40,913,766.85	100.000	40,913,766.85	40,913,766.85	100.000	40,913,766.85	17,643.84	23		0.441	0.441	
Pooled Funds TextPool	texprime	0.364				55,011,684.66	100.000	55,011,684.66	55,011,684.66	100.000	55,011,684.66	0.00	1		0.364	0.364	
		0.364				55,011,684.66	100.000	55,011,684.66	55,011,684.66	100.000	55,011,684.66	0.00	1		0.364	0.364	
Pooled Funds TextPool	texpool	0.282				8,955,855.69	100.000	8,955,855.69	8,955,855.69	100.000	8,955,855.69	0.00	1		0.282	0.282	
		0.282				8,955,855.69	100.000	8,955,855.69	8,955,855.69	100.000	8,955,855.69	0.00	1		0.282	0.282	

Williamson County
DETAIL OF SECURITY HOLDINGS
As of September 30, 2009

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call	
TexPool Prime	texprime	0.364				291.02	100.000	291.02	291.02	100.000	291.02	0.00	1		0.364		
		0.282				8,956,146.71	100.000	8,956,146.71	8,956,146.71	100.000	8,956,146.71	0.00	1		0.282		
Road and Bridge General																	
TexPool	texpool	0.282				24,373.79	100.000	24,373.79	24,373.79	100.000	24,373.79	0.00	1		0.282		
TexPool Prime	texprime	0.364				13,807,726.29	100.000	13,807,726.29	13,807,726.29	100.000	13,807,726.29	0.00	1		0.364		
		0.364				13,832,100.08	100.000	13,832,100.08	13,832,100.08	100.000	13,832,100.08	0.00	1		0.364		
Southeast Road District																	
TexPool	texpool	0.282				17,777.81	100.000	17,777.81	17,777.81	100.000	17,777.81	0.00	1		0.282		
		0.282				17,777.81	100.000	17,777.81	17,777.81	100.000	17,777.81	0.00	1		0.282		
Southwest Road District																	
TexPool	texpool	0.282				876,449.69	100.000	876,449.69	876,449.69	100.000	876,449.69	0.00	1		0.282		
		0.282				876,449.69	100.000	876,449.69	876,449.69	100.000	876,449.69	0.00	1		0.282		
State Hwy 45 Interest Fund																	
PHLB	3133XTMB9	0.500	05-21-09	11-18-10	11-18-09	1,500,000.00	100.000	1,500,000.00	1,500,000.00	100.031	1,500,468.75	2,770.83	414	49	0.500	0.500	
		0.500				1,500,000.00	100.000	1,500,000.00	1,500,000.00	100.031	1,500,468.75	2,770.83	414		0.500		
Tobacco Funds																	
TexPool	texpool	0.282				28,368.50	100.000	28,368.50	28,368.50	100.000	28,368.50	0.00	1		0.282		
TexPool Prime	texprime	0.364				909,877.29	100.000	909,877.29	909,877.29	100.000	909,877.29	0.00	1		0.364		
PHLMC	3137EABG3	2.875	03-02-09	04-30-10		2,200,000.00	101.981	2,243,582.00	2,221,681.55	101.500	2,233,000.00	26,529.86	212		1.152		
Union State Bank CD	0000180206	1.240	09-15-09	09-15-10		1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	543.56	350		1.240		
		1.915				4,138,245.79	101.058	4,181,827.79	4,159,927.34	100.801	4,171,245.79	27,073.42	198		0.995		
Unlimited Tax Road Bonds - Series 2007																	
TexPool Prime	texprime	0.364				5,331,183.53	100.000	5,331,183.53	5,331,183.53	100.000	5,331,183.53	0.00	1		0.364		
CDARS	1007231993	1.150	05-14-09	05-13-10		3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.000	3,000,000.00	13,232.88	225		1.150		
FHLB	3133XTHN9	1.250	04-27-09	10-14-10		5,000,000.00	100.245	5,012,250.00	5,008,653.42	100.687	5,034,575.00	28,993.06	379		1.081		
PHLMC	3128X8QY1	1.550	04-27-09	12-15-10		5,000,000.00	100.597	5,029,850.00	5,021,994.20	101.061	5,053,050.00	22,819.44	441		1.180		
FLEX-CITIGROUP	WILL-WF	4.848	10-12-07	12-15-10		110,864,558.72	100.000	110,864,558.72	110,864,558.72	100.000	110,864,558.72	0.00	441		4.897		
		4.310				129,195,762.25	100.033	129,237,842.25	129,236,389.87	100.068	129,283,167.25	65,045.58	415		4.331		
GRAND TOTAL		1.840				352,297,400.02	99.990	352,462,553.69	352,338,875.86	100.034	352,418,373.77	133,733.74	163		1.873		

Williamson County
CHANGE IN VALUE
From 06-30-09 To 09-30-09

Security Description	CUSIP	Coupon	Maturity Date	06-30-09 Book Value	06-30-09 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	09-30-09 Book Value	09-30-09 Market Value
07 Park Limited - 06											
TexPool Prime	texprime	0.364		2,448,008.74	2,448,008.74	277,776.54	-65,347.55	2,546.45	0.00	2,660,437.73	2,660,437.73
2008 TAN-Compass											
TexPool	texpool	0.282		97,272.00	97,272.00	78.39	0.00	78.39	0.00	97,350.39	97,350.39
TexPool Prime	texprime	0.364		4,729,954.91	4,729,954.91	5,003,169.73	-898,292.19	4,876.94	0.00	8,834,832.45	8,834,832.45
FNMA Disc Note	313589LW1	0.000	09-18-09	4,957,083.33	4,998,500.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
				9,794,310.24	9,825,726.91	5,003,248.12	-5,898,292.19	4,955.33	0.00	8,932,182.84	8,932,182.84
2009 Parks Limited											
TexSTAR	texstar	0.263		4,332,560.48	4,332,560.48	3,263.14	0.00	3,263.14	0.00	4,335,823.62	4,335,823.62
				4,332,560.48	4,332,560.48	3,263.14	0.00	3,263.14	0.00	4,335,823.62	4,335,823.62
CC Records Archive											
Union State Bank CD	0000340475	1.730	05-07-10	1,000,000.00	1,000,000.00	0.00	0.00	0.00	6,967.40	1,000,000.00	1,000,000.00
				1,000,000.00	1,000,000.00	0.00	0.00	0.00	6,967.40	1,000,000.00	1,000,000.00
CO's and Bonds											
TexPool	texpool	0.282		11,400.92	11,400.92	1.61	-8,352.41	4.21	0.00	3,050.12	3,050.12
TexPool Prime	texprime	0.364		24,046,060.23	24,046,060.23	5,620,143.51	-750,393.32	29,604.09	0.00	28,915,810.42	28,915,810.42
TexSTAR	texstar	0.263		257,772.42	257,772.42	194.15	0.00	194.15	0.00	257,966.57	257,966.57
				24,315,233.57	24,315,233.57	5,620,339.27	-758,745.73	29,802.45	0.00	29,176,827.11	29,176,827.11
Combination Tax & Revenue Series 2006 CO											
TexPool Prime	texprime	0.364		13,632,958.96	13,632,958.96	4,586,544.48	-1,043,518.00	18,390.08	0.00	17,175,985.44	17,175,985.44
FNMA	31398AFAS	5.125	07-13-09	5,004,120.14	5,007,812.50	0.00	-5,128,125.00	0.00	0.00	0.00	0.00
FHLMC Disc Note	313397NT4	0.000	11-02-09	5,957,633.33	5,995,200.00	0.00	0.00	0.00	0.00	5,989,066.67	6,000,000.00
CDARS	1007232051	1.150	05-13-10	3,000,000.00	3,000,000.00	0.00	0.00	0.00	13,232.88	3,000,000.00	3,000,000.00
				27,594,712.44	27,635,971.46	4,586,544.48	-6,171,643.00	18,390.08	13,232.88	26,165,052.11	26,175,985.44
County Benefits Program											
TexPool	texpool	0.282		13,097.27	13,097.27	10.55	0.00	10.55	0.00	13,107.82	13,107.82
TexPool Prime	texprime	0.364		1,655,879.01	1,655,879.01	106,635.64	-469,308.04	1,448.38	0.00	1,293,196.61	1,293,196.61
				1,668,976.28	1,668,976.28	106,635.19	-469,308.04	1,438.93	0.00	1,306,304.43	1,306,304.43
Debt Service Fund											
TexPool	texpool	0.282		482,841.97	482,841.97	389.51	0.00	389.51	0.00	483,231.48	483,231.48
TexPool Prime	texprime	0.364		38,966,194.08	38,966,194.08	422,390.05	-15,603,810.60	33,927.52	0.00	23,784,773.53	23,784,773.53
CDARS	1006208718	1.084	08-06-09	6,000,000.00	6,000,000.00	0.00	-6,000,000.00	32,521.97	0.00	0.00	0.00
				45,449,036.05	45,449,036.05	422,779.56	-21,603,810.60	66,839.00	0.00	24,268,005.01	24,268,005.01
GF Bond 01											
FNMA	31398AFAS	5.125	07-13-09	1,000,824.03	1,001,562.50	0.00	-1,025,625.00	0.00	0.00	0.00	0.00
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09	4,997,472.22	4,999,100.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
				5,998,296.25	6,000,662.50	0.00	-6,025,625.00	0.00	0.00	0.00	0.00
General Fund											
TexPool	texpool	0.282		34,456.45	34,456.45	320.14	0.00	27.90	0.00	34,776.59	34,776.59
TexPool Prime	texprime	0.364		36,847,088.30	36,847,088.30	9,506,752.88	-9,474,850.92	35,026.85	0.00	36,878,990.26	36,878,990.26
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09	4,997,472.22	4,999,100.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
FNMA	31359MEY5	6.625	09-15-09	15,184,309.64	15,192,187.50	0.00	-15,496,875.00	0.00	0.00	0.00	0.00

Williamson County
CHANGE IN VALUE
From 06-30-09 To 09-30-09

Security Description	CUSIP	Coupon	Maturity Date	06-30-09 Book Value	06-30-09 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	09-30-09 Book Value	09-30-09 Market Value
CDARS	1007231896	1.150	05-13-10	4,000,000.00	4,000,000.00	0.00	0.00	0.00	17,643.84	4,000,000.00	4,000,000.00
				61,063,326.62	61,072,832.25	9,507,073.02	-29,971,725.92	35,054.75	17,643.84	40,913,766.85	40,913,766.85
Pass Toll Series 2009											
TexPool Prime	texprime	0.364		62,414,346.15	62,414,346.15	0.00	-7,402,661.49	63,628.47	0.00	55,011,684.66	55,011,684.66
				62,414,346.15	62,414,346.15	0.00	-7,402,661.49	63,628.47	0.00	55,011,684.66	55,011,684.66
Pooled Funds											
TexPool	texpool	0.282		8,501,763.68	8,501,763.68	753,834.91	-299,742.90	6,851.41	0.00	8,955,855.69	8,955,855.69
TexPool Prime	texprime	0.364		290.88	290.88	0.14	0.00	0.14	0.00	291.02	291.02
				8,502,054.56	8,502,054.56	753,835.05	-299,742.90	6,851.55	0.00	8,956,146.71	8,956,146.71
Road and Bridge General											
TexPool	texpool	0.282		24,354.14	24,354.14	19.65	0.00	19.65	0.00	24,373.79	24,373.79
TexPool Prime	texprime	0.364		7,251,808.36	7,251,808.36	7,572,021.82	-996,103.89	10,292.93	0.00	13,807,726.29	13,807,726.29
GF Capital Corp CP TLGP (FDIC)	3616ICULT7	0.000	07-27-09	4,997,472.22	4,999,100.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
FNMA	31359MEY5	6.625	09-15-09	5,061,456.55	5,064,062.50	0.00	-5,165,625.00	0.00	0.00	0.00	0.00
				17,315,071.27	17,319,325.00	7,572,041.47	-11,161,728.89	10,312.58	0.00	13,832,100.08	13,832,100.08
Southeast Road District											
TexPool	texpool	0.282		17,763.46	17,763.46	14.35	0.00	14.35	0.00	17,777.81	17,777.81
				17,763.46	17,763.46	14.35	0.00	14.35	0.00	17,777.81	17,777.81
Southwest Road District											
TexPool	texpool	0.282		875,743.24	875,743.24	706.45	0.00	706.45	0.00	876,449.69	876,449.69
				875,743.24	875,743.24	706.45	0.00	706.45	0.00	876,449.69	876,449.69
State Hwy 45 Interest Fund											
FHLB	3133XTMB9	0.500	11-18-10	1,500,000.00	1,500,468.75	0.00	0.00	0.00	2,770.83	1,500,000.00	1,500,468.75
				1,500,000.00	1,500,468.75	0.00	0.00	0.00	2,770.83	1,500,000.00	1,500,468.75
Tobacco Funds											
TexPool	texpool	0.282		28,345.64	28,345.64	22.86	0.00	22.86	0.00	28,368.50	28,368.50
TexPool Prime	texprime	0.364		896,426.58	896,426.58	13,450.71	0.00	950.71	0.00	909,877.29	909,877.29
FRCB	3137EGBL2	2.500	09-15-09	1,000,000.00	1,004,687.50	0.00	-1,012,500.00	0.00	0.00	0.00	0.00
FHLMC	3137EABG3	2.575	04-30-10	2,231,140.90	2,241,250.00	0.00	0.00	0.00	26,529.86	2,221,681.55	2,233,000.00
Union State Bank CD	0000180206	1.240	09-15-10	0.00	0.00	1,000,000.00	0.00	0.00	543.56	1,000,000.00	1,000,000.00
				4,155,913.12	4,170,709.72	1,013,473.57	-1,012,500.00	973.57	27,073.42	4,159,927.34	4,171,245.79
Unlimited Tax Road Bonds - Series 2007											
TexPool Prime	texprime	0.364		2,853,504.29	2,853,504.29	4,938,485.30	-2,460,806.06	5,556.46	0.00	5,331,183.53	5,331,183.53
CDARS	1007231993	1.150	05-13-10	3,000,000.00	3,000,000.00	0.00	0.00	0.00	13,232.88	3,000,000.00	3,000,000.00
FHLB	3133XTHN9	1.250	10-14-10	5,010,760.97	5,032,812.50	0.00	0.00	0.00	5,008,653.42	5,034,375.00	5,034,375.00
FHLMC	3128X8QY1	1.550	12-15-10	5,026,597.60	5,047,015.00	0.00	0.00	22,819.44	0.00	5,021,994.20	5,033,050.00
FLEX-CITIGROUP	WILL-WF	4.848	12-15-10	114,167,332.85	114,167,332.85	1,197,225.87	-4,500,000.00	1,197,225.87	0.00	110,864,558.72	110,864,558.72
				130,058,195.71	130,100,664.64	6,135,711.17	-6,960,806.06	1,202,782.33	65,045.38	129,226,389.87	129,283,167.25
GRAND TOTAL				408,503,548.18	408,650,083.76	41,003,442.38	-97,801,927.37	1,447,579.43	132,733.74	352,318,875.86	352,418,373.77

Williamson County
2008 TAN-Compass
INVESTMENT TRANSACTIONS
From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
09-18-09	FRMA Disc Note	313589LW1	0.000	09-18-09		5,000,000	100.000	5,000,000.00
								5,000,000.00

*Williamson County
Debt Service Fund*

INVESTMENT TRANSACTIONS
From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
08-06-09	CIDARS	1006208718	1.084	08-06-09		6,000,000	100.000	6,000,000.00
								6,000,000.00

MATURITIES
08-06-09 CIDARS

**Williamson County
General Fund**

INVESTMENT TRANSACTIONS

From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
	MATURITIES							
07-27-09	GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09		5,000,000	100.000	5,000,000.00
09-15-09	FNMA Accrued Interest	31359MEY5	6.625	09-15-09		15,000,000	100.000	15,000,000.00
								<u>496,875.00</u>
								<u>20,496,875.00</u>

Williamson County
GF Bond 01

INVESTMENT TRANSACTIONS

From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
	MATURITIES							
07-13-09	FNMA Accrued Interest	31398AFAS	5.125	07-13-09		1,000,000	100.000	1,000,000.00
07-27-09	GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09		5,000,000	100.000	25,625.00
								5,000,000.00
								6,025,625.00

Williamson County
Road and Bridge General
INVESTMENT TRANSACTIONS
From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
	MATURITIES							
07-27-09	GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09		5,000,000	100.000	5,000,000.00
09-15-09	FNMA Accrued Interest	31359MEY5	6.625	09-15-09		5,000,000	100.000	5,000,000.00
								10,165,625.00

*Williamson County
Tobacco Funds*

INVESTMENT TRANSACTIONS
From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
09-15-09	Union State Bank CD	0000180206	1.240	09-15-10		1,000,000	100.000	1,000,000.00
								1,000,000.00
MATURITIES								
09-15-09	FFCB	31331GBL2	2.500	09-15-09		1,000,000	100.000	1,000,000.00
	Accrued Interest							12,500.00
								<u>1,012,500.00</u>

Williamson County
Combination Tax & Revenue Series 2006 CO
INVESTMENT TRANSACTIONS
From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
		31398AFAS	5.125	07-13-09		5,000,000	100.000	5,000,000.00
								128,125.00
								<u>5,128,125.00</u>

MATURITIES
07-13-09 FNMA
Accrued Interest

Williamson County
Unlimited Tax Road Bonds - Series 2007
 INVESTMENT TRANSACTIONS
 From 07-01-09 To 09-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
07-01-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		410,714.35	100.000	410,714.35
08-03-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		422,192.23	100.000	422,192.23
09-01-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		364,319.29	100.000	364,319.29
								1,197,225.87
SALES								
07-15-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		4,500,000.00	100.000	4,500,000.00
								4,500,000.00

Williamson County
EARNED INCOME
 From 06-30-09 To 09-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
'07 Park Limited - 06								
TexPool Prime (texprime)	0.00	0.00	0.00	2,546.45	2,546.45	0.00	0.00	2,546.45
	0.00	0.00	0.00	2,546.45	2,546.45	0.00	0.00	2,546.45
2008 TAN-Compass								
TexPool (texpool)	0.00	0.00	0.00	78.39	78.39	0.00	0.00	78.39
TexPool Prime (texprime)	0.00	0.00	0.00	4,876.94	4,876.94	0.00	0.00	4,876.94
FNMA Disc Note 0.0009% Due 09-18-09 (313589hw1)	0.00	0.00	0.00	0.00	0.00	0.00	32,916.67	32,916.67
	0.00	0.00	0.00	4,955.33	4,955.33	0.00	32,916.67	37,872.00
2009 Parks Limited								
TexSTAR (texstar)	0.00	0.00	0.00	3,263.14	3,263.14	0.00	0.00	3,263.14
	0.00	0.00	0.00	3,263.14	3,263.14	0.00	0.00	3,263.14
CC Records Archive								
Union State Bank CD 1.730% Due 05-07-10 (0000340475)	2,606.85	0.00	0.00	0.00	4,360.55	6,967.40	0.00	4,360.55
	2,606.85	0.00	0.00	0.00	4,360.55	6,967.40	0.00	4,360.55
CO's and Bonds								
TexSTAR (texstar)	0.00	0.00	0.00	194.15	194.15	0.00	0.00	194.15
TexPool (texpool)	0.00	0.00	0.00	4.21	4.21	0.00	0.00	4.21
TexPool Prime (texprime)	0.00	0.00	0.00	29,604.09	29,604.09	0.00	0.00	29,604.09
	0.00	0.00	0.00	29,802.45	29,802.45	0.00	0.00	29,802.45
Combination Tax & Revenue Series 2006 CO								
TexPool Prime (texprime)	0.00	0.00	0.00	18,390.08	18,390.08	0.00	0.00	18,390.08
FNMA 5.125% Due 07-13-09 (31398af5)	119,583.33	0.00	128,125.00	0.00	8,541.67	0.00	-4,120.14	4,421.52
FHLMC Disc Note 0.0009% Due 11-02-09 (313397m4)	0.00	0.00	0.00	0.00	0.00	0.00	31,433.33	31,433.33
CDARS 1.150% Due 05-13-10 (1007232051)	4,536.99	0.00	0.00	0.00	8,695.89	13,232.88	0.00	8,695.89
	124,120.32	0.00	128,125.00	18,390.08	35,627.64	13,232.88	27,313.19	62,940.83
County Benefits Program								
TexPool (texpool)	0.00	0.00	0.00	10.55	10.55	0.00	0.00	10.55
TexPool Prime (texprime)	0.00	0.00	0.00	1,448.38	1,448.38	0.00	0.00	1,448.38
	0.00	0.00	0.00	1,458.93	1,458.93	0.00	0.00	1,458.93
Debt Service Fund								
TexPool (texpool)	0.00	0.00	0.00	389.51	389.51	0.00	0.00	389.51
TexPool Prime (texprime)	0.00	0.00	0.00	33,927.52	33,927.52	0.00	0.00	33,927.52
CDARS 1.084% Due 08-06-09 (1006208718)	26,018.88	0.00	0.00	32,521.97	6,503.09	0.00	0.00	6,503.09
	26,018.88	0.00	0.00	66,839.00	40,820.12	0.00	0.00	40,820.12
GF Bond 01								
FNMA 5.125% Due 07-13-09 (31398af5)	23,916.67	0.00	25,625.00	0.00	1,708.33	0.00	-824.03	884.30

Williamson County
EARNED INCOME
 From 06-30-09 To 09-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	0.00	0.00	0.00	0.00	0.00	0.00	2,527.78	2,527.78
	23,916.67	0.00	25,625.00	0.00	1,708.33	0.00	1,703.75	3,412.08
General Fund								
TexPool (texpool)	0.00	0.00	0.00	27.90	27.90	0.00	0.00	27.90
TexPool Prime (texprime)	0.00	0.00	0.00	35,026.85	35,026.85	0.00	0.00	35,026.85
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	0.00	0.00	0.00	0.00	0.00	0.00	2,527.78	2,527.78
FNMA 6.625% Due 09-15-09 (31359mey5)	292,604.17	0.00	496,875.00	0.00	204,270.83	0.00	-184,309.64	19,961.19
CDARS 1.150% Due 05-13-10 (1007231896)	6,049.32	0.00	0.00	0.00	11,594.52	17,643.84	0.00	11,594.52
	298,653.48	0.00	496,875.00	35,054.75	250,920.10	17,643.84	-181,781.87	69,138.24
Pass Toll Series 2009								
TexPool Prime (texprime)	0.00	0.00	0.00	63,628.47	63,628.47	0.00	0.00	63,628.47
	0.00	0.00	0.00	63,628.47	63,628.47	0.00	0.00	63,628.47
Pooled Funds								
TexPool (texpool)	0.00	0.00	0.00	6,851.41	6,851.41	0.00	0.00	6,851.41
TexPool Prime (texprime)	0.00	0.00	0.00	0.14	0.14	0.00	0.00	0.14
	0.00	0.00	0.00	6,851.55	6,851.55	0.00	0.00	6,851.55
Road and Bridge General								
TexPool (texpool)	0.00	0.00	0.00	19.65	19.65	0.00	0.00	19.65
TexPool Prime (texprime)	0.00	0.00	0.00	10,292.93	10,292.93	0.00	0.00	10,292.93
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	0.00	0.00	0.00	0.00	0.00	0.00	2,527.78	2,527.78
FNMA 6.625% Due 09-15-09 (31359mey5)	97,534.72	0.00	165,625.00	0.00	68,090.28	0.00	-61,436.55	6,653.73
	97,534.72	0.00	165,625.00	10,312.58	78,402.86	0.00	-58,908.77	19,494.08
Southeast Road District								
TexPool (texpool)	0.00	0.00	0.00	14.35	14.35	0.00	0.00	14.35
	0.00	0.00	0.00	14.35	14.35	0.00	0.00	14.35
Southwest Road District								
TexPool (texpool)	0.00	0.00	0.00	706.45	706.45	0.00	0.00	706.45
	0.00	0.00	0.00	706.45	706.45	0.00	0.00	706.45
State Hwy 45 Interest Fund								
FHLB 0.500% Due 11-18-10 (3133xmb9)	895.83	0.00	0.00	0.00	1,875.00	2,770.83	0.00	1,875.00
	895.83	0.00	0.00	0.00	1,875.00	2,770.83	0.00	1,875.00
Tobacco Funds								
TexPool (texpool)	0.00	0.00	0.00	22.86	22.86	0.00	0.00	22.86

Williamson County
EARNED INCOME
 From 06-30-09 To 09-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
TexPool Prime (texprime)	0.00	0.00	0.00	950.71	950.71	0.00	0.00	950.71
FFCB 2.500% Due 09-15-09 (31331gbt2)	7,361.11	0.00	12,500.00	0.00	5,138.89	0.00	0.00	5,138.89
FHLMC 2.875% Due 04-30-10 (3137ebtg3)	10,717.36	0.00	0.00	0.00	15,812.50	26,529.86	-9,459.35	6,353.15
Union State Bank CD 1.240% Due 09-15-10 (0000180206)	0.00	0.00	0.00	0.00	543.56	543.56	0.00	543.56
	18,078.47	0.00	12,500.00	973.57	22,468.52	27,073.42	-9,459.35	13,009.17
Unlimited Tax Road Bonds - Series 2007								
TexPool Prime (texprime)	0.00	0.00	0.00	5,556.46	5,556.46	0.00	0.00	5,556.46
CDARS 1.150% Due 05-13-10 (1007231993)	4,536.99	0.00	0.00	0.00	8,695.89	13,232.88	0.00	8,695.89
FHLB 1.250% Due 10-14-10 (3133xthn9)	13,368.06	0.00	0.00	0.00	15,625.00	28,993.06	-2,107.55	13,517.45
FHLMC 1.550% Due 12-15-10 (312886y1)	3,444.44	0.00	0.00	0.00	19,375.00	22,819.44	-4,603.40	14,771.60
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	0.00	0.00	0.00	1,197,225.87	1,197,225.87	0.00	0.00	1,197,225.87
	21,349.49	0.00	0.00	1,202,782.33	1,246,478.22	65,045.38	-6,710.95	1,239,767.27
GRAND TOTAL	613,174.71	0.00	828,750.00	1,447,579.43	1,795,888.46	132,733.74	-194,927.34	1,600,961.13

Williamson County
AMORTIZATION AND ACCRETION
From 06-30-09 To 09-30-09

	Purchase Information			Amortization/Accretion Information			Adjusted Cost
	Quantity	Purchase Date	Price	Total Cost	Date To Date	Total To Date	
2008 TAN-Compass							
FNMA Disc Note 0.000% Due 09-18-09 (3135891w1)	0	10-15-08	0.000	0.00	32,916.67	140,833.33	0.00
PORTFOLIO TOTAL				0.00	32,916.67	140,833.33	0.00
CC Records Archive							
Union State Bank CD 1.750% Due 05-07-10 (0000340475)	1,000,000	05-07-09	100.000	1,000,000.00	0.00	0.00	0.00
PORTFOLIO TOTAL				1,000,000.00	0.00	0.00	0.00
Combination Tax & Revenue Series 2006 CO							
FNMA 5.125% Due 07-13-09 (31398afaf5)	0	10-08-08	0.000	0.00	-4,120.14	-95,450.00	0.00
FHLMC Disc Note 0.000% Due 11-02-09 (313397m4)	6,000,000	11-14-08	97.990	5,879,391.67	31,433.33	109,675.00	10,933.33
CDARS 1.150% Due 05-14-09 (1007232051)	3,000,000	05-14-09	100.000	3,000,000.00	0.00	0.00	0.00
PORTFOLIO TOTAL				8,879,391.67	27,313.19	14,225.00	10,933.33
Debt Service Fund							
CDARS 1.084% Due 08-06-09 (1006208718)	0	02-05-09	0.000	0.00	0.00	0.00	0.00
PORTFOLIO TOTAL				0.00	0.00	0.00	0.00
GF Bond 01							
FNMA 5.125% Due 07-13-09 (31398afaf5)	0	10-08-08	0.000	0.00	-824.03	-19,090.00	0.00
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161eur7)	0	01-28-09	0.000	0.00	2,527.78	17,500.00	0.00
PORTFOLIO TOTAL				0.00	1,703.75	-1,590.00	0.00
General Fund							
FHLB 3.050% Due 06-30-09 (3133xrih1)	0	06-30-08	0.000	0.00	0.00	0.00	0.00
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161eur7)	0	01-28-09	0.000	0.00	2,527.78	17,500.00	0.00
FNMA 6.625% Due 09-15-09 (31359mey5)	0	03-02-09	0.000	0.00	-184,309.64	-477,750.00	0.00
CDARS 1.150% Due 05-13-10 (1007231896)	4,000,000	05-14-09	100.000	4,000,000.00	0.00	0.00	0.00
PORTFOLIO TOTAL				4,000,000.00	-181,781.87	-460,250.00	0.00
Road and Bridge General							
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161eur7)	0	01-28-09	0.000	0.00	2,527.78	17,500.00	0.00

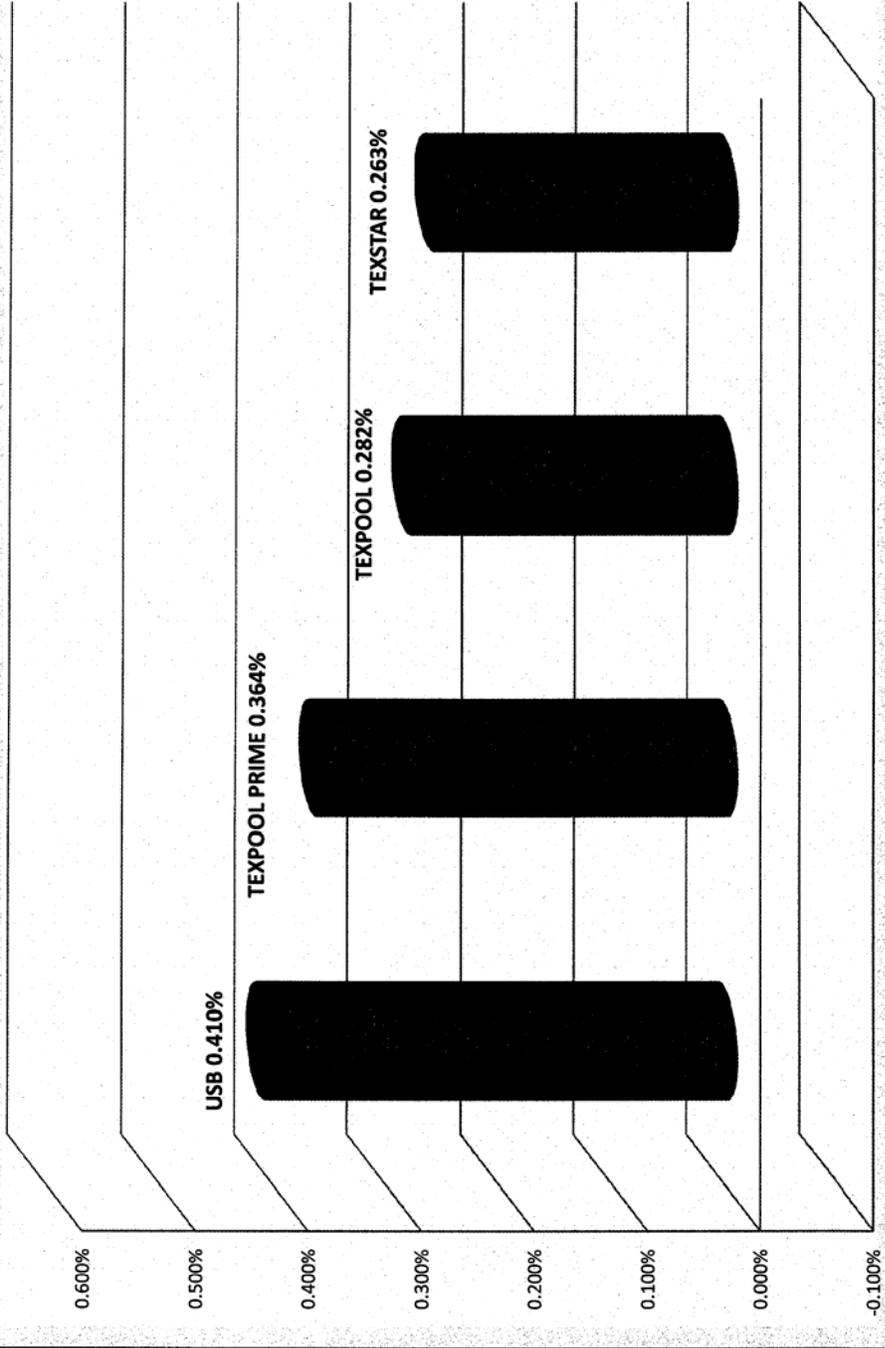
Williamson County
AMORTIZATION AND ACCRETION
From 06-30-09 To 09-30-09

	Purchase Information			Amortization/Accretion Information				
	Quantity	Purchase Date	Price	Total Cost	Date To Date	Total To Date	Balance	Adjusted Cost
FNMA 6.625% Due 09-15-09 (31359mey5)	0	03-02-09	0.000	0.00	-61,436.55	-159,250.01	0.00	0.00
PORTFOLIO TOTAL				0.00	-58,908.77	-141,750.01	0.00	0.00
State Hwy 45 Interest Fund								
FHLB 0.500% Due 11-18-10 (3133xtmb9)	1,500,000	05-21-09	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
PORTFOLIO TOTAL				1,500,000.00	0.00	0.00	0.00	1,500,000.00
Tobacco Funds								
FPCB 2.500% Due 09-15-09 (31331gb12)	0	09-15-08	0.000	0.00	0.00	0.00	0.00	0.00
FELMC 2.875% Due 04-30-10 (3137eatbg3)	2,200,000	03-02-09	101.981	2,243,582.00	-9,459.35	-21,900.45	-21,681.55	2,221,681.55
Union State Bank CD 1.240% Due 09-15-09 (0000180206)	1,000,000	09-15-09	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
PORTFOLIO TOTAL				3,243,582.00	-9,459.35	-21,900.45	-21,681.55	3,221,681.55
Unlimited Tax Road Bonds - Series 2007								
CDARS 1.150% Due 05-13-10 (1007231993)	3,000,000	05-14-09	100.000	3,000,000.00	0.00	0.00	0.00	3,000,000.00
FHLB 1.250% Due 10-14-10 (3133xtbn9)	5,000,000	04-27-09	100.245	5,012,250.00	-2,107.55	-3,596.58	-8,653.42	5,008,653.42
FELMC 1.550% Due 12-15-10 (3128x8qy1)	5,000,000	04-27-09	100.597	5,029,850.00	-4,603.40	-7,855.80	-21,994.20	5,021,994.20
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	110,864,558.72	10-12-07	100.000	110,864,558.72	0.00	0.00	0.00	110,864,558.72
PORTFOLIO TOTAL				123,906,658.72	-6,710.95	-11,452.38	-30,647.62	123,895,206.34
GRAND TOTAL				142,529,632.39	-194,927.34	-481,884.51	-41,395.84	142,605,954.56

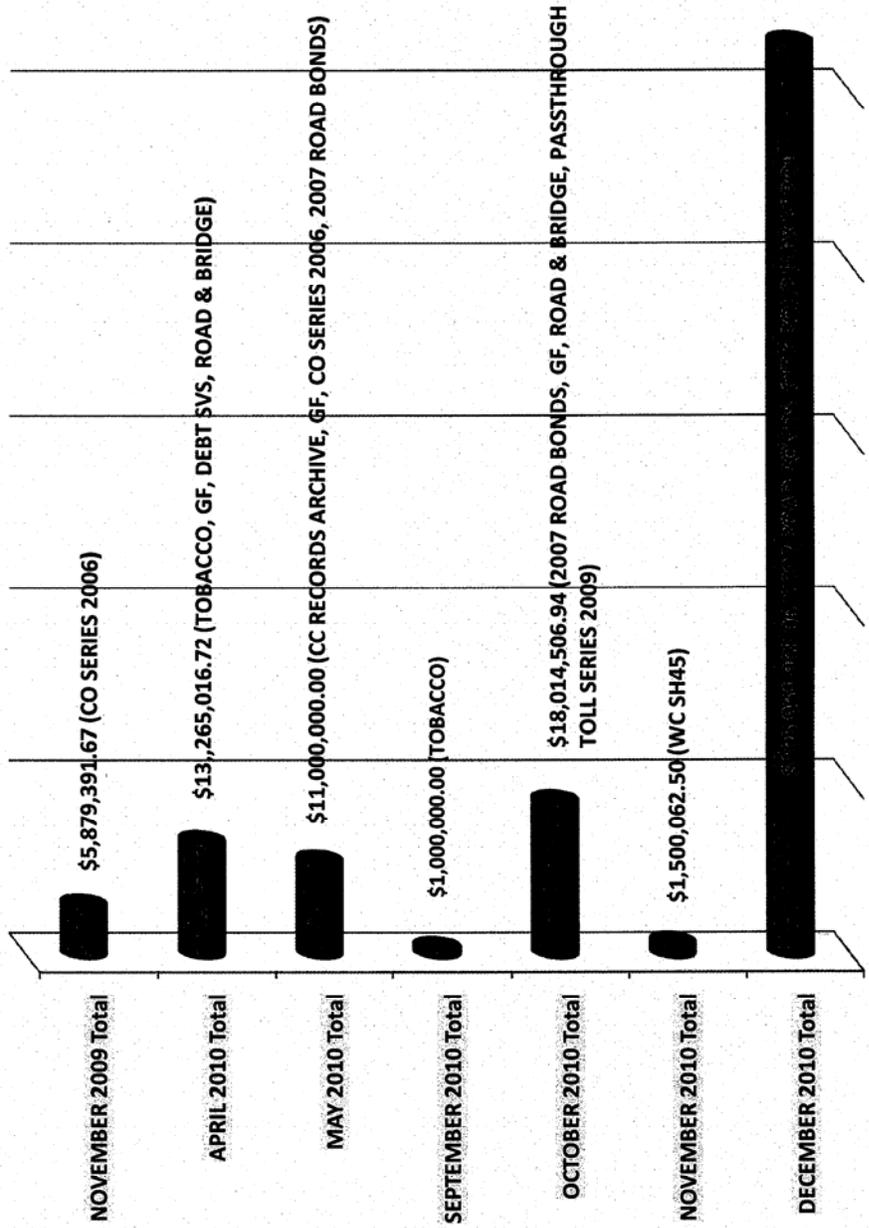
Williamson County
PROJECTED FIXED INCOME CASH FLOWS
Beginning October 1, 2009

SECURITY DESCRIPTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
AGENCY COUPON SECURITIES													
FHLMC 2.875% Due 04-30-10 (3137catbg3)	31,625.00						2,231,625.00						2,263,250.00
FHLB 1.250% Due 10-14-10 (3133xchm9)	31,250.00						31,250.00						62,500.00
FHLB 0.500% Due 11-18-10 (3133xmbb9)		3,750.00						3,750.00					7,500.00
FHLMC 1.550% Due 12-15-10 (3128xsgp1)			38,750.00						38,750.00				77,500.00
Total	62,875.00	3,750.00	38,750.00				2,262,875.00	3,750.00	38,750.00				2,410,750.00
AGENCY DISCOUNT NOTES													
FHLMC Disc Note 0.000% Due 11-02-09 (313397m4)		6,000,000.00											6,000,000.00
Total		6,000,000.00											6,000,000.00
CERTIFICATES OF DEPOSIT													
Union State Bank CD 1.730% Due 05-07-10 (0000340475)								1,017,300.00					1,017,300.00
CDARS 1.150% Due 05-13-10 (1007231896)								4,045,873.97					4,045,873.97
CDARS 1.150% Due 05-13-10 (1007231993)								3,034,405.48					3,034,405.48
CDARS 1.150% Due 05-13-10 (1007232051)								3,034,405.48					3,034,405.48
Union State Bank CD 1.240% Due 09-15-10 (0000180206)										1,012,400.00			1,012,400.00
Total								11,131,984.93				1,012,400.00	12,144,384.93
FLEXIBLE REPURCHASE AGREEMENT													
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	5,374,713.81
Total	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	447,892.82	5,374,713.81
Grand Total	510,767.82	6,451,642.82	486,642.82	447,892.82	447,892.82	447,892.82	2,710,767.82	11,583,627.75	486,642.82	447,892.82	447,892.82	1,460,292.82	25,929,848.74

**INTEREST RATES FOR UNION STATE BANK, TEXPOOL PRIME, TEXPOOL, TEXSTAR
SEPTEMBER 2009**



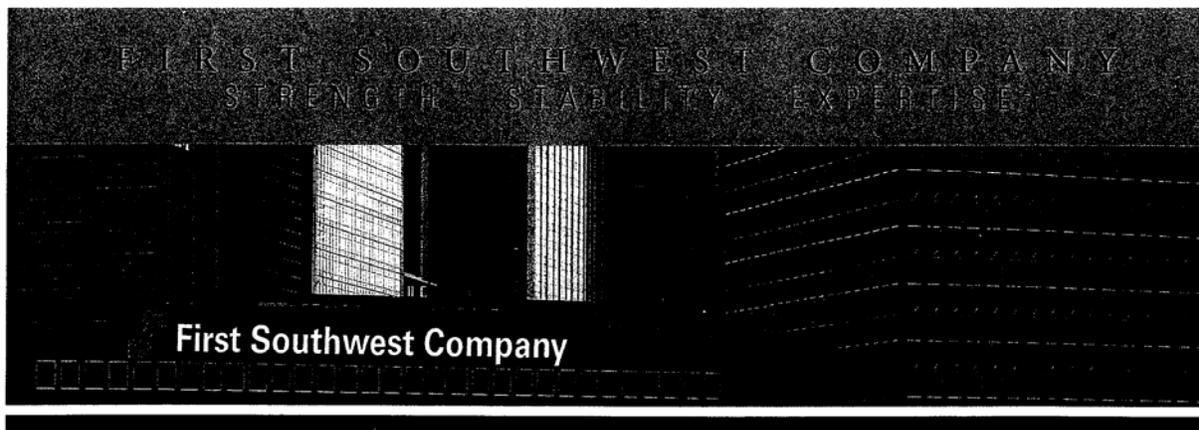
**LONGTERM INVESTMENTS BY MONTH & YEAR OF MATURITY
AS OF OCTOBER 20, 2009**



ALL LONGTERM INVESTMENT TOTALS BY MONTH & YEAR OF MATURITY

AS OF OCTOBER 20, 2009

ACCOUNT	AMOUNT	MATURITY DATE	TOTAL
CO SERIES 2006	5,879,391.67	11/2/2009	
NOVEMBER 2009 Total			5,879,391.67
GENERAL FUND CD	2,000,000.00	4/1/2010	
DEBT SERVICE CD	6,000,000.00	4/1/2010	
ROAD & BRIDGE CD	3,000,000.00	4/1/2010	
TOBACCO	2,265,016.72	4/30/2010	
APRIL 2010 Total			13,265,016.72
CC RECORDS ARCHIVE CD	1,000,000.00	5/7/2010	
GENERAL FUND CD	4,000,000.00	5/13/2010	
CO SERIES 2006 CD	3,000,000.00	5/13/2010	
2007 ROAD BONDS CD	3,000,000.00	5/13/2010	
MAY 2010 Total			11,000,000.00
TOBACCO	1,000,000.00	9/15/2010	
SEPTEMBER 2010 Total			1,000,000.00
GENERAL FUND CD	3,000,000.00	10/1/2010	
ROAD & BRIDGE CD	3,000,000.00	10/1/2010	
PASSTHROUGH TOLL SERIES 2009	7,000,000.00	10/13/2009 (CALLABLE 4/13/10)	
2007 ROAD BONDS	5,014,506.94	10/14/2010	
OCTOBER 2010 Total			18,014,506.94
WC SH45	1,500,062.50	11/18/2010	
NOVEMBER 2010 Total			1,500,062.50
CITIGROUP GLOBAL MARKETS	100,925,000.00	12/15/2010	
2007 ROAD BONDS	5,039,968.06	12/15/2010	
DECEMBER 2010 Total			105,964,968.06
TOTAL			156,623,945.89



Notice to Customers

Statement of Financial Condition Notification

The Securities and Exchange Commission requires every broker-dealer holding customer assets to provide financial information to customers at least twice per year, one of which must be an audited statement of financial condition. You are being provided this notice because you are either a customer of First Southwest Company (the Company) or a customer of an introducing broker for whom the Company provides clearing services.

Rather than providing a paper copy of such reports, the Securities and Exchange Commission permits broker-dealers to publish their Statement of Financial Condition on their internet website. Accordingly, you can find this information for the Company at www.firstsw.com, by clicking on the link named "Statement of Financial Condition" at the bottom of the page. Using our website, the Company's unaudited Statement of Financial Condition as of June 30, 2009 may be viewed online or printed in its entirety.

Alternatively, should you wish to receive a paper copy of the Company's Statement of Financial Condition, you may write to the Company at the address shown below or call toll free at 1-800-678-3792 to request a copy of such report.

The Company also is required by the Securities and Exchange Commission to disclose the following information:

The Company is subject to Rule 15c3-1 which requires the maintenance of minimum net capital. The Company has elected to use the alternative method, permitted by the rule, which requires that the Company maintain minimum net capital, as defined, equal to the greater of \$250,000 or 2 percent of aggregate debit balances arising from customer transactions, as defined. As of June 30, 2009, the Company had net capital of \$50,755,608, which was 59% of aggregate debit balances, and \$49,021,520 in excess of required net capital.

The unaudited Statement of Financial Condition of First Southwest Company as of June 30, 2009, filed with the Securities and Exchange Commission pursuant to Rule 17a-5 of the Securities Exchange Act, is available for inspection at the principal office of the Company.

RECEIVED

OCT -7 2009

WILLIAMSON COUNTY
TREASURER

 **First Southwest Company**

Contact Information

325 North St. Paul Street, Suite 800
Dallas, Texas 75201-3852
214.953.4000
800.678.3792
www.firstsw.com

FIN0809127

Member FINRA & SIPC

**Consent Agenda
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the trade-in of four Harley Davidson motorcycles and the transfer of various items including a vehicle through inter-office transfer to County departments and/or auction/donation/destruction.
 (Complete list filed with official minutes)

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Ursula Stone	10/28/2009 01:27 PM	CREATED
1	Purchasing	Bob Space	10/28/2009 03:05 PM	APRV
2	County Judge Exec Asst.			NEW
Form Started By: Ursula Stone		Started On: 10/28/2009 01:27 PM		

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER between county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell computer tower DMC	Service Tag # 5GFNT31	C00473	Working
1	Dell keyboard SK-8110	CN07N242716164901857	n/a	Working
1	Computer mouse	n/a	n/a	Working
1	Computer electrical cord	n/a	n/a	Working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/
Authorized Staff:

Signature: Tammy McCulley
Contact Person: Tammy McCulley

Print Name
Print Name

Signature: Tammy McCulley
Date: 10/26/09
Phone Number: 512-943-1455

Signature
Date
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): 560 Law Enforcement Inventory - New Traffic Office

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

L.C. Marshall
Patricia Amison

Print Name
Print Name

Signature: [Signature]
Date: October 14, 2009
Phone Number: +1 (512) 943-1349

Signature
Date
Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
29	BDU Pants(faded, torn,stained)	no id #	no tag #	Non-Working
32	Tactical shirts (torn, faded ,stained)	no id #	no tag #	Non-Working
20	Wht medical shirts (Stained)	no id#	no tag#	Non-Working
1	Yellow rain coat (stained)	no id	no tag#	Non-Working
2	Class B shirts (faded, stained)	no id #	no tag #	Non-Working

Parties involved:

FROM (Transferor Department): 570- Corrections

Transferor - Elected Official/Department Head/

Authorized Staff:

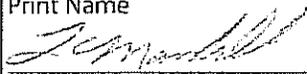
Contact Person:

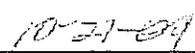
L.C. Marshall

Maria Barraza 10-21-09

Print Name

Print Name





+1 (512) 943-1324

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2005 Durabrand Television Model # BH130D	SN# DA0RU0E0600H258K0403	no tag #	Non-Working

Parties involved:

FROM (Transferor Department): 570-Corrections- Inmate Trust fund *COMMISSARY*

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. Marshall **Contact Person:**

Print Name Maria Barraza 10-14-09

[Signature] +1 (512) 943-1324

Signature Date Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.) **Contact Person:**

Print Name Print Name

Signature Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1HD1FHM118Y679325	Sheriff (560)	4819		
Vehicle Identification Number	Department	Door Number		
XY3 894	2008	Harley Davidson	Roadking	white
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

Accident
Attach: 1. A Damage to County Property Incident Report
 2. The Official Accident Report
 3. A Vehicle Insurance / Litigation Release Form

High Mileage: List actual mileage _____

Not mechanically sound _____

Other: Explain Trade in as per written agreement and approval at budget submission

3) Elected Official/Department Head/Authorized Staff

Print L. C. Marshall Signature *L. C. Marshall* Date 10/21/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

TRANSFER between county departments

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

OTHER _____

Comments: _____

Receiving Department: _____

Elected Official/Department Head/Authorized Staff or Donee - Representative: _____

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) Vehicle Marked for Auction and moved to Auction Yard

Forward forms and reports to County Auditor's Office

Print Mike Fox Signature *Mike Fox* Date 10-26-09

Line Item Transfer

Commissioners Court - Regular Session

Date: 11/03/2009
 Submitted By: Ashlie Koenig, County Judge
 Department: County Judge
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Emergency Management and HazMat

Background

These two departments were created at the beginning of FY 09; Work Comp estimates were based on an incorrect job code, therefore, giving the County the wrong amount to budget. This transfer will cover the shortage for FY 10. All remaining departments have been checked for the year to confirm funding is accurate.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-002050	Non Dept/Work Comp	\$2,300	
To	0100-0541-002050	Emerg Mgmt/Work Comp	\$1,900	
To	0100-0542-002050	HazMat/Work Comp	\$400	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
1 County Judge Exec Asst.	Ashlie Koenig 10/28/2009 01:44 PM	CREATED
		NEW
Form Started By: Ashlie Koenig	Started On: 10/28/2009 01:44 PM	

Giddens resolution for condemnation for US 183 (P17)
Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Giddens, P17)

Background

Fiscal Impact

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

Attachments

Link: [Giddens resolution for condemnation for US 183 \(P17\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:22 AM
 Final Approval Date: 10/22/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 2.447 acres and 2.681 acres owned by JOE P. GIDDENS AND JOAN M. GIDDENS (parcel 17 part 1 and part 2), described by metes and bounds in Exhibit "A" and Exhibit "B", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 17, Part 1
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 17, PART 1

DESCRIPTION OF A 2.447 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A RESIDUE OF A CALLED 43.0 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO JOE P. GIDDENS AND WIFE, JOAN M. GIDDENS, AS RECORDED IN VOLUME 2703, PAGE 635, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.447 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 172+83.16, in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the south line of said residue tract and in the north line of a called 1.533 acre tract of land, described in the deed to Lower Colorado River Authority (LCRA), as recorded in Document No. 2004002671, of the Official Public Records of Williamson County, Texas, being the most southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod with a LCRA cap found for a southeast corner of said residue tract and the northeast corner of said 1.533 acre tract, bears, N 68° 55' 51" E, a distance of 822.38 feet;

THENCE leaving said proposed east right-of-way line with said common line of said residue tract and said 1.533 acre tract, S 68° 55' 51" W, a distance of 291.18 feet to a 1/2-inch iron rod with a LCRA cap found for the west common corner of said residue tract and said 1.533 acre tract, being the southwest corner of the tract described herein, also being in the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE leaving said common line with said existing east right-of-way line, N 21° 02' 54" W, a distance of 438.65 feet to a 1/2-inch iron rod found for the most westerly common corner of said residue tract and a called 43.0 acre tract of land, described in the deed to George A. Mason, as recorded in Volume 595, Page 288, of the Deed Records of Williamson County, Texas, same being the northwest corner of the tract described herein;

THENCE leaving said existing east right-of-way line with the common line of said residue tract and said 43.0 acre tract, N 68° 56' 09" E, a distance of 190.00 feet to a calculated point for the northwest corner of a called 1.0 acre tract of land, described in a deed to Joe P. Giddens, Jr. and wife, Kyra O. Giddens, as recorded in Volume 629, Page 201, of the Deed Records of Williamson County, Texas;

THENCE leaving said common line with the west line of said 1.0 acre tract, S 21° 03' 51" E, a distance of 208.71 feet to a calculated point, for the southwest corner of said 1.0 acre tract;

THENCE with the south line of said 1.0 acre tract, N 68° 56' 09" E, a distance of 100.92 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 170+53.25, in said proposed east right-of-way line, being the most easterly northeast corner of the tract described herein;

THENCE with said proposed east right-of-way line, S 21° 05' 55" E, a distance of 229.91 feet to the POINT OF BEGINNING and containing 2.447 acres of land, more or less.

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

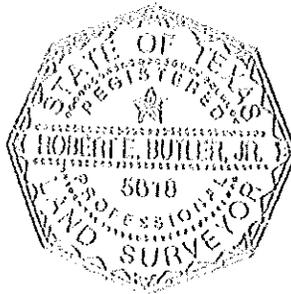
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

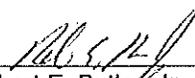
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2008.

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




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

LEGEND

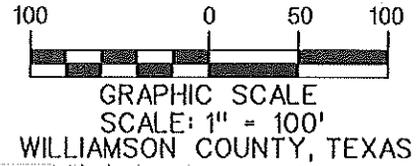
- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊠ 5/8" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ⊗ CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊕ COTTON SPINDLE FOUND UNLESS NOTED
- △ FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION

DR.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
 OR.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
 OPR.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
 PR.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
 P.O.B. POINT-OF-BEGINNING

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21° 02' 54" E	60.00'
L2	N68° 56' 09" E	100.92'



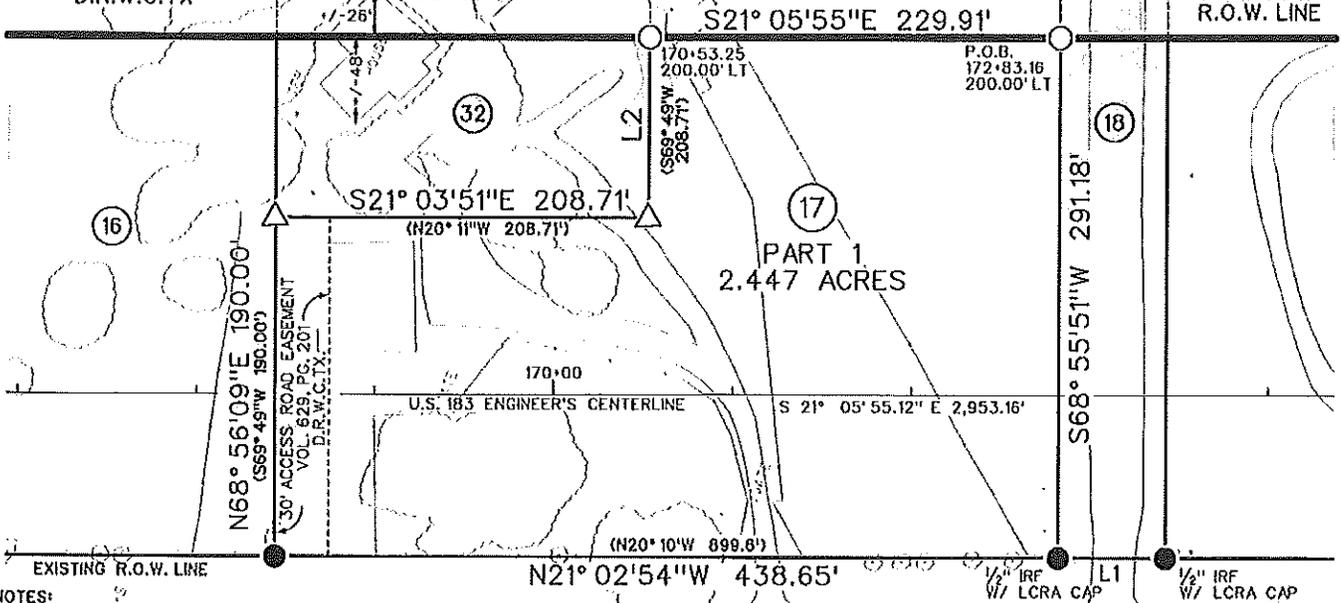
LOWER COLORADO RIVER AUTHORITY CALLED 1.535 ACRES DOC. NO. 2004002671 O.P.R.W.C.TX

JOE P. GIDDENS AND WIFE
 JOAN M. GIDDENS
 CALLED 43.0 ACRES
 VOL. 2703, PG. 635
 O.R.W.C.TX

GEORGE A. MASON CALLED 43.0 ACRES VOL. 595, PG. 288 D.R.W.C.TX

JOE P. GIDDENS, JR. AND WIFE, KYRA O. GIDDENS CALLED 1.0 ACRES VOL. 629, PG. 201 D.R.W.C.TX

PROPOSED R.O.W. LINE



NOTES:

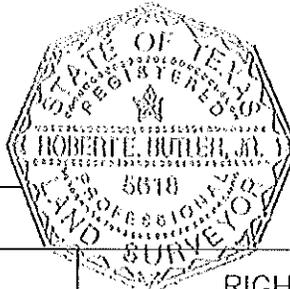
- RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
- ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
- VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
- PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

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

U.S. 183
 (VARIABLE WIDTH R.O.W.)

ROBERT E. BUTLER, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5618, STATE OF TEXAS

03/04/09
 DATE



PAGE 3 OF 3
 REF. FIELD NOTE NO. 4823



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

RIGHT-OF-WAY SKETCH
 PARCEL 17
 PART 1
 WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 17 Part 2
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 17 PART 2

DESCRIPTION OF A 2.681 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A RESIDUE OF A CALLED 43.0 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JOE P. GIDDENS AND WIFE, JOAN M. GIDDENS, AS RECORDED IN VOLUME 2703, PAGE 635, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.681 ACRE TRACT, SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 173+43.16, being in a north line of said residue tract and the south line of a called 1.533 acre tract of land, described in the deed to Lower Colorado River Authority (LCRA), as recorded in Document No. 2004002671, of the Official Public Records of Williamson County, Texas, also being the northeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the southeast corner of said 1.553 acre tract bears N 68° 55' 51" E, a distance of 821.92 feet;

THENCE leaving said common line, crossing through the interior of said residue tract with the proposed east right-of-way line of U.S. Highway 183, a variable width right-of-way, S 21° 05' 55" E, a distance of 400.77 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 177+43.93, in the south line of said residue tract, same being the north line of a called 43.0 acre tract of land (Tract Four), described in the deed to John T. Mason, as recorded in Volume 595, Page 288, of the Deed Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap found for the southeast corner of said residue tract also being in the north line of said Tract Four bears, N 68° 55' 27" E, a distance of 818.82 feet;

THENCE leaving said proposed east right-of-way line, with the common line of said Tract Four and said remainder tract, S 68° 55' 27" W, a distance of 291.58 feet, to a 1/2-inch iron rod found in the existing east right-of-way line of said U.S. Highway 183, same being the west common corner of said residue tract and said Tract Four;

THENCE leaving said common line, with said existing east right-of-way line, N 21° 02' 54" W, a distance of 400.80 feet to a 1/2-inch iron rod with a LCRA cap found for the west common corner of said residue tract and said 1.533 acre tract;

THENCE leaving said existing east right-of-way line, with the common line of said residue tract and said 1.533 acre tract, N 68° 55' 51" E, a distance of 291.23 feet to the POINT OF BEGINNING and containing 2.681 acres of land, more or less.

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

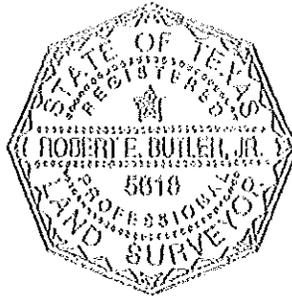
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

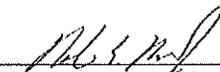
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

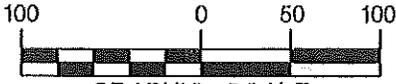
That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2009.

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




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas



GRAPHIC SCALE
SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

LOWER COLORADO
RIVER AUTHORITY
CALLED 1.533 ACRES
DOC. NO. 2004002671
O.P.R.W.C.TX

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521

JOE P. GIDDENS AND WIFE
JOAN M. GIDDENS
REMAINDER OF A
CALLED 43.0 ACRES
VOL. 2703, PG. 635
O.P.R.W.C.TX

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊗ 1/2" IRON ROD W/ SAM INC. ALUMINUM CAP SET BY CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ⊗ GASEL PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" PIPE FOUND UNLESS NOTED
- ⊗ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

ORW&TX
ORW&TX
OPR&W&TX

JOHN T. MASON
CALLED 43.0 ACRES
(TRACT FOUR)
VOL. 595, PG. 288
D.R.W.C.TX

PROPOSED
R.O.W. LINE

P.O.B.
173+43.16
200.00' LT

S21° 05' 55" E 400.77'

(S68° 49' W 2078.6')
N68° 55' 27" E
818.82'
(N68° 49' E 2078.6')

177+43.93
200.00' LT

N68° 55' 51" E 291.23'

⑰ PART 2
2.681 ACRES

S68° 55' 27" W 291.58'

175+00

S 25° 46' 20" E 1,549.49' U.S. 183 ENGINEER'S CENTERLINE

1/2" IRF
1/2" LCRA CAP

(N21° 03' 19" W 400.80')

EXISTING R.O.W. LINE

N21° 02' 54" W 400.80' U.S. 183
(VARIABLE WIDTH R.O.W.)

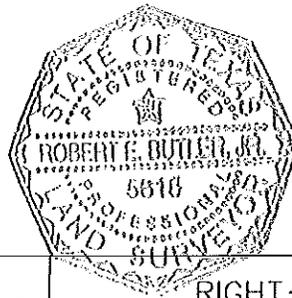
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

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

ROBERT E. BUTLER JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

03/04/09
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4594R1



5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0576
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL
17 PART 2
WILLIAMSON COUNTY, TEXAS

**Mason resolution for condemnation for US 183 (P19)
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Mason (P19))

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Mason resolution for condemnation for US 183 \(P19\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:24 AM
Final Approval Date: 10/22/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 8.288 acres owned by JUANITA C. MASON (parcel 19), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 19
Highway: U.S. 183
Limits: From: Riva Ridge Drive
 To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 19

DESCRIPTION OF AN 8.288 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43.0 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO JUANITA C. MASON, AS RECORDED IN VOLUME 595, PAGE 288, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.288 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 177+43.93, in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the north line of said 43.0 acre tract and in the south line of a residue of a called 43.0 acre tract of land, described in the deed to Joe P. Giddens and wife, Joan M. Giddens, as recorded in Volume 2703, Page 635, of the Official Records of Williamson County, Texas, being the most northerly northeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod with a cap found for the southeast corner of said residue tract bears, N 68° 55' 27" E, a distance of 818.82 feet;

THENCE leaving said common line with said proposed east right-of-way line crossing through the interior of said 43.0 acre tract the following four (4) courses and distances:

1. S 21° 05' 55" E, a distance of 400.07 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 181+44.00,
2. N 68° 54' 09" E, a distance of 192.00 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 392.00 feet left of U.S. Highway 183 Engineer's Centerline Station 181+44.00,
3. S 21° 05' 55" E, a distance of 11.23 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete for a point of curvature, 392.00 feet left of U.S. Highway 183 Engineer's Centerline Station 181+55.23, and
4. with the arc of a curve to the left a distance of 491.45 feet, through a central angle of 01° 26' 10", having a radius of 19,608.00 feet, and whose chord bears, S 21° 49' 00" E, a distance of 491.43 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 392.00 feet left of U.S. Highway 183 Engineer's Centerline Station 186+56.50, being in the south line of said 43.0 acre tract and a north line of a called 19.758 acre tract land, described in the deed to Michael W. Mason, as recorded in Document No. 2007021745, of the Official Public Records of Williamson County, Texas, also being the southeast corner of the tract described herein, from which a 1/2-inch iron rod found in said common line bears, N 68° 52' 41" E, a distance of 320.52 feet;

THENCE leaving said proposed east right-of-way line with the south line of said 43.0 tract and the north line of said 19.758 acre tract, S 68° 52' 41" W, passing at a distance of 47.01 feet a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 345.00 feet left of U.S. Highway 183 Engineer's Centerline Station 186+55.32, leaving said proposed east right-of-way line and passing at a distance of 488.17 feet a 1/2-inch iron rod found, and continuing in all a total distance of 488.41 feet to a calculated point for the west common corner of said 43.0 acre tract and said 19.758 acre tract, same being the southwest corner of the tract described herein, also being in the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE leaving said common line with said existing east right-of-way line, the following two (2) courses and distances:

1. with the arc of a curve to the right a distance of 155.04 feet, through a central angle of 01° 34' 00", having a radius of 5669.58 feet, and whose chord bears, N 21° 49' 54" W, a distance of 155.03 feet to a Texas Department of Transportation Type I monument found, and
2. N 21° 02' 54" W, a distance of 747.99 feet to a 1/2-inch iron rod found of the west common corner of said 43.0 acre tract and said residue tract, same being the northwest corner of the tract described herein;

THENCE leaving said existing east right-of-way line with the common line of said 43.0 acre tract and said residue tract, N 68° 55' 27" E, a distance of 291.58 feet to the **POINT OF BEGINNING** and containing 8.288 acres of land, more or less.

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

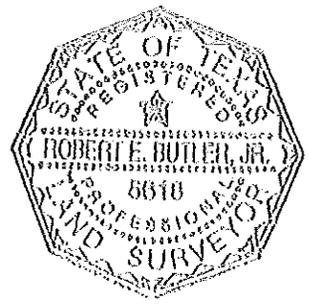
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

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

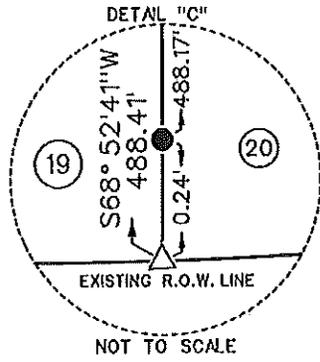
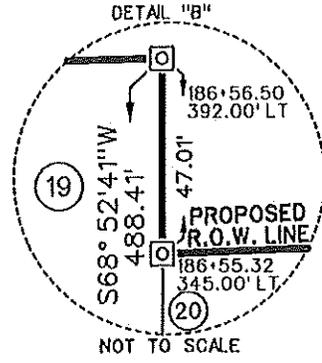
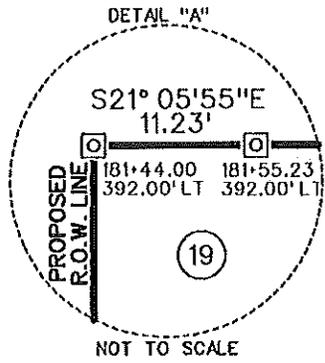
That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2009.

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



Robert E. Butler, Jr.
 Robert E. Butler, Jr.
 Registered Professional Land Surveyor
 No. 5618 – State of Texas



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68° 54'09\"E	192.00'
L2	S68° 52'41\"W	47.01'

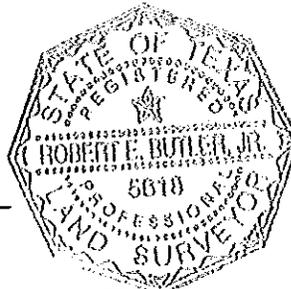
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 34'00\"	5669.58'	155.04'	155.03'	N21° 49'54\"W
(C1)		(5669.59)		(155.8')	(N21° 10'W)

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

Robert E. Butler, Jr.
 ROBERT E. BUTLER, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5618, STATE OF TEXAS

03/04/09
 DATE



PAGE 4 OF 4
 REF. FIELD NOTE NO. 4827



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

RIGHT-OF-WAY SKETCH
 PARCEL
 19
 WILLIAMSON COUNTY, TEXAS

Mason resolution for condemnation for US 183 (P16)
Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of US 183, and take appropriate action. (Mason, P16)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Mason resolution for condemnation for US 183 \(P16\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:39 AM
 Final Approval Date: 10/22/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 5.998 acres and a Drainage interest in and across approximately 0.200 acre owned by GEORGE A. MASON (parcel 16 and parcel 16E), described by metes and bounds in Exhibit "A" and Exhibit "B", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 16
Highway: U.S. 183
Limits: From: Riva Ridge Drive
 To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 16

DESCRIPTION OF A 5.998 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43.0 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO GEORGE A. MASON, AS RECORDED IN VOLUME 595, PAGE 288, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.998 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 168+44.54, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the south line of said 43.0 acre tract and the north line of a called 1.0 acre tract of land, described in the deed to Joe P. Giddens, Jr. and wife, Kyra O. Giddens, as recorded in Volume 629, Page 201, of the Deed Records of Williamson County, Texas, being the east corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found in the south line of said 43.0 acre tract and being the northeast corner of a residue of a called 43.0 acre tract of land, described in the deed to Joe P. Giddens and wife, Joan M. Giddens, as recorded in Volume 2703, Page 635, of the Official Records of Williamson County, Texas, bears, N 68° 56' 09" E, a distance of 825.77 feet;

THENCE leaving said proposed east right-of-way line the common line of said 43.0 acre tract (Mason) and said 1.0 acre tract, S 68° 56' 09" W, a distance of 290.79 feet to a 1/2-inch iron rod found in the existing east right-of-way, line of U.S. Highway 183, a varying width right-of-way being the west common corner of said 43.0 acre tract (Mason) and said 1.0 acre tract, same being the southwest corner of the tract described herein;

THENCE leaving said common line with said existing east right-of-way line the following two (2) courses and distances:

1. N 21° 02' 54" W, a distance of 609.52 feet to a calculated point, and
2. N 22° 38' 37" W, a distance of 286.63 feet to a calculated point for the west common corner of said 43.0 acre tract (Mason) and a called 3.0 acre tract of land, described in the deed to Trinity Christian Center, as recorded in Volume 1065, Page 101, of the Official Records of Williamson County, Texas, same being the northwest corner of the tract described herein, from which a Texas Department of Transportation Type I monument found for an angle point in said existing east right-of-way line bears, N 22° 38' 37" W, a distance of 397.11 feet;

THENCE with the common line of said 43.0 acre tract (Mason) and said 3.0 acre tract, N 69° 02' 23" E, a distance of 297.99 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 159+49.04, being in said proposed east right-of-way line;

THENCE leaving said common line with said proposed east right-of-way line crossing through the interior of said 43.0 acre tract (Mason), S 21° 05' 55" E, a distance of 895.49 feet to the **POINT OF BEGINNING** and containing 5.998 acres of land, more or less.

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

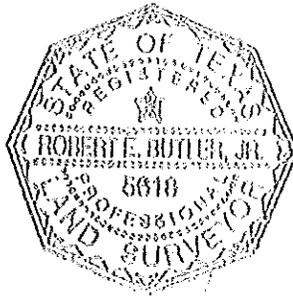
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

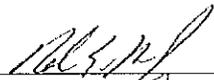
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2009.

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




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊠ 5/8" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ⊗ CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊕ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- () RECORD INFORMATION
- DR.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OPR.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

200 0 100 200

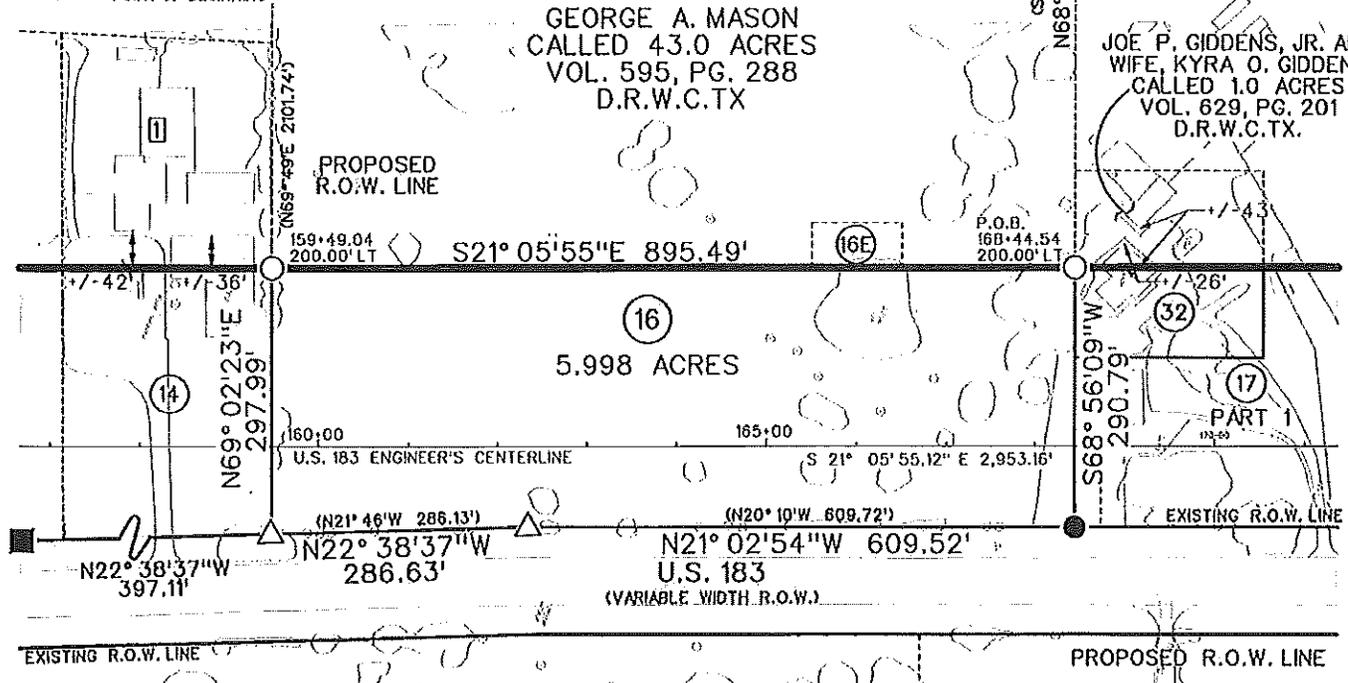
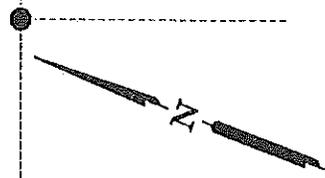


GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521



TRINITY CHRISTIAN CENTER
CALLED 3.0 ACRES
VOL. 1065, PG. 101
O.R.W.C.TX.



JOE P. GIDDENS AND WIFE
JOAN M. GIDDENS
CALLED 43.0 ACRES
VOL. 2703, PG. 635
O.R.W.C.TX

JOE P. GIDDENS, JR. AND
WIFE, KYRA O. GIDDENS
CALLED 1.0 ACRES
VOL. 629, PG. 201
D.R.W.C.TX.

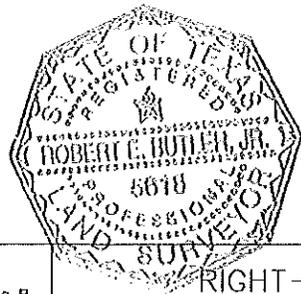
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

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

Robert E. Butler, Jr.
ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

03/04/09
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4821



5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0576
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL
16
WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 16E
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 16E

DESCRIPTION OF A 0.200 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43.0 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO GEORGE A. MASON, AS RECORDED IN VOLUME 595, PAGE 288, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.200 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 167+10.43, in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the interior of said 43.0 acre tract, same being the southwest corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found in the south line of said 43.0 acre tract, same being the northeast corner of a residue of a called 43.0 acre tract of land, described in the deed to Joe P. Giddens and wife, Joan M. Giddens, as recorded in Volume 2703, Page 635, of the Official Records of Williamson County, Texas, bears, S 21° 05' 55" E, a distance of 134.11 feet, a 1/2-inch iron rod with a "SAM Inc." plastic cap set, and N 68° 56' 09" E, a distance of 825.77 feet;

THENCE with said proposed east right-of-way line continuing through the interior of said 43.0 acre tract (Mason), N 21° 05' 55" W, a distance of 290.00 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 164+20.43, being the northwest corner of the tract described herein;

THENCE leaving said proposed east right-of-way line continuing through the interior of said 43.0 acre tract the following three (3) courses and distances:

1. N 68° 54' 05" E, a distance of 30.00 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, being the northeast corner of the tract described herein,
2. S 21° 05' 55" E, a distance of 290.00 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, being the southeast corner of the tract described herein, and

- 3. S 68° 54' 05" W, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.200 acres of land, more or less.

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

All bearings shown hereon are based on NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS
COUNTY OF TRAVIS

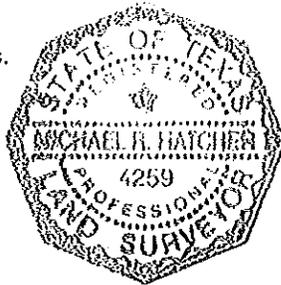
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17th day of June 2009.

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



Michael R. Hatcher
 Michael R. Hatcher
 Registered Professional Land Surveyor
 No. 4259 – State of Texas

**Dube Real Estate Contract for RM 2338 (P4)
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Michelle Lynn Bell Dube and Travis A. Dube for ROW needed on RM 2338. (Parcel 4)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dube RE Contract for RM 2338 \(P4\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 08:05 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield		Started On: 10/29/2009 08:05 AM		

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MICHELLE LYNN BELL DUBE AND TRAVIS A. DUBE, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.373 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 4); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property and compensation for any damages to the remaining property of Seller shall be the sum of SIXTY ONE THOUSAND NINE HUNDRED FORTY FOUR and 00/100 Dollars (\$61,944.00).

2.01.1. As additional compensation Purchaser shall pay the amount of TWO THOUSAND FOUR HUNDRED TWENTY TWO and 00/100 Dollars (\$2,422.00) as payment for any improvements or replacement of any fencing.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, within 20 days after the closing of this transaction Purchaser shall complete any ~~relocation~~ ^{90 DAY} or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser. ^{T.D.}

**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.)

Purchaser will secure and deliver to Seller at closing the letter fully executed as shown in Exhibit "C" allowing installation of a septic system on the remainder property.

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 knowledge:

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

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 Texas American Title Company on or before November 6, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (3) 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 and additional compensation.

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 respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of

Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

In the event Purchaser and its contractors and assigns begin use and possession of the Property prior to Closing, but Purchaser then defaults under this Contract, Seller shall have the additional remedies of specific performance and damages under Article VIII above against Purchaser.

[signature page follows]

SELLER:

Michelle Lynn Bell Dube

Michelle Lynn Bell Dube

Date:

10/21/09

Address: 13680 Wood Road
Holland, Texas 76534

T. A. Dube

Travis A. Dube

Date:

10/21/09

Address: 13680 Wood Road
Holland, Texas 76534

PURCHASER:

County of Williamson

By:

Dan A. Gattis, County Judge

Date: _____

701 Main Street, Suite 101
Georgetown, Texas 78626



County: Williamson
Parcel No.: 4
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 4

BEING, 0.373 of an acre (16,262 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian P. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the Northwest corner of the above referenced 1.00 acre Dube tract, being an interior corner of the certain tract of land called, 317.51 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2008039683 of Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said 1.00 acre Dube tract, being an easterly line of the above-referenced 317.51 acre Somerset Hills, Ltd. tract, S 13°03'15" W, 120.94 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market No. 2338, 105.00 feet left of station 353+40.26, for the Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of Ranch to Market Highway No. 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 7°04'00" and Long Chord bears S 70°26'00" E, 210.15 feet, an arc distance of 210.28 feet to an iron pin with TxDOT aluminum cap set on the East line of the said 1.00 acre Dube tract, being a westerly line of the said 317.51 acre Somerset Hills, Ltd. tract, for the Northeast corner hereof;
- 2) THENCE, S 13°01'15" W, 64.64 feet to a nail found on the existing North line of RM 2338, marking the Southeast corner of the said 1.00 acre Dube tract, being a southwesterly corner of the said 317.51 acre Somerset Hills, Ltd. tract, for the Southeast corner hereof;
- 3) THENCE, along the said existing North line of RM 2338, along a curve to the left having a radius of 1,186.28 feet, a Central Angle of 4°00'57" and Long Chord bears N 76°20'15" W, 83.13 feet, an arc distance of 83.15 feet to a TxDOT Type I Concrete Marker found;

- 4) And N 77°00'30" W, 125.71 feet to an iron pin found marking the Southwest corner of the said 1.00 acre Dube tract, being a southeasterly corner of the said 317.51 acre Somerset Hills, Ltd. tract, for the Southwest corner hereof;
- 5) THENCE, N 13°03'15" E, 87.74 feet to the Place of BEGINNING and containing 0.373 of an acre (16,262 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. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

Access is permitted to the highway facility from the remainder of the abutting property.

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

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvement, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this 13th day of March, 2009 A.D.

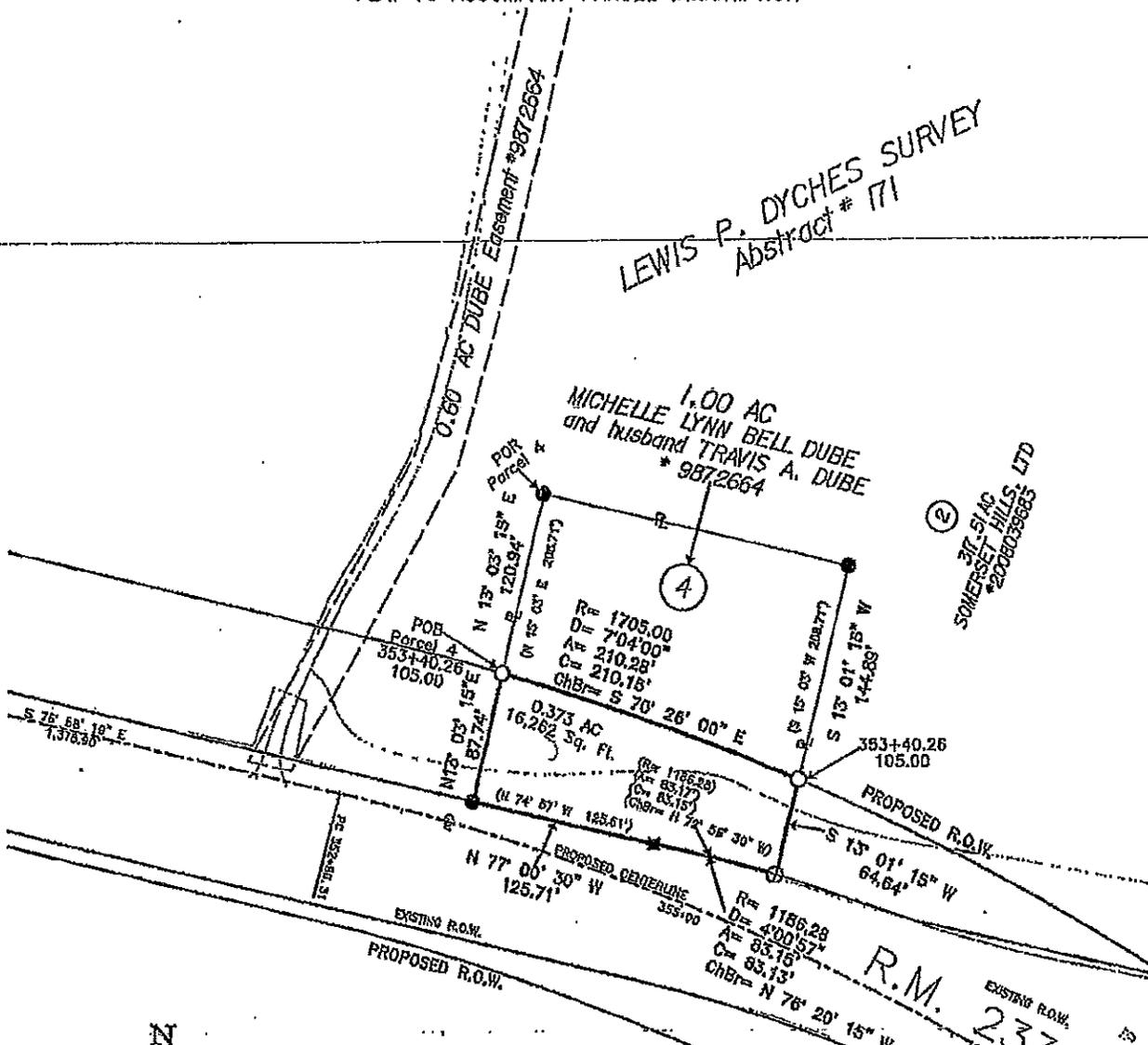


Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEWIS P. DYCHES SURVEY
Abstract # 171



BASELINE CURVE DATA

PI STATION = 361+05.93
 N = 10240716.55 E = 3098869.02
 DELTA = 55° 56' 15" (INT)
 DEGREE OF CURVE = 3° 34' 52"
 TANGENT = 849.61
 LENGTH = 1,362.07
 RADII = 1,600.00
 PC STATION = 352+56.31
 N = 10240908.08 E = 3068041.28
 PT STATION = 360+18.38
 N = 10239923.55 E = 3099173.97



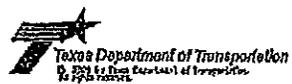
STEGEN BIZZELL

REGISTERED PROFESSIONAL SURVEYOR

NO. 41284113 EXP. 08/31/2018

STEGEN BIZZELL, INC.

PARCEL PLAT SHOWING PROPERTY OF:
 MICHELLE LYNN BELL DUBE
 and husband, TRAVIS A. DUBE



SCALE: 1" = 100'	GSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLAMSON
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PARCEL: 4
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:
 ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

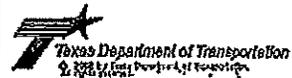
[Signature]
 2/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:
 MICHELLE LYNN BELL DUBE
 and husband, TRAVIS A. DUBE



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
---------------------	-----------------------	---------------------	-----------------------

PARCEL: 4
 Plat 2 of 2

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation. ✓

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Michelle Lynn Bell Dube

Travis A. Dube

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Michelle Lynn Bell Dube and Travis A. Dube, 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 ADDRESS:

Williamson County Courthouse
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • Fax 512-255-8986

EXHIBIT "C"

August 12, 2009

Travis and Michelle Dube
13680 Wood Rd.
Holland, Texas 76534

Re: RM2338 Widening Project --Parcel 4
ON-SITE SEWAGE FACILITY ("OSSF")

Dear Mr. and Mrs. Dube,

As you are aware, Williamson County is seeking to acquire approximately 16,262 square feet (Parcel 4) of your undeveloped 1.00 acre lot located at 8400 RM 2338 in Williamson County, Texas. The County requires Parcel 4 in order to accommodate the widening of RM 2338.

The Williamson County and Cities Health District ("WCCHD") has responsibility for approving all OSSF's in Williamson County. The WCCHD has adopted the rules found in Title 30 Texas Administrative Code, Chapter 285 and Chapter 30 (the "Rules"). Paulo Pinto, as the WCCHD's Director of Environmental Services, is responsible for administering the Rules on its behalf.

The Williamson County Engineer, Joe England, is tasked by the County Commissioners Court with enforcement of its Subdivision Regulations. To this end, the County Engineer verifies that any proposed subdivision of land meets the requirements found in the Subdivision Regulations, including the approval of the WCCHD. Should there be a deviation from the normal standards of the WCCHD, the County Engineer will look to Paulo Pinto to approve any variance. If approval is received the County Engineer will process the plat as usual.

As a general rule, the WCCHD will not license an OSSF to serve a lot or tract under one acre in size. I understand that you have expressed concerns that the County's acquisition of Parcel 4 will leave you with a remainder property of less than one acre, and would therefore, limit your ability to construct a septic system. Fortunately, the Rules allow the WCCHD to license an OSSF on a lot smaller than 1.00 acre in extraordinary situations. A lot that fails to meet the minimum size requirements due to a sale or exchange under the threat of condemnation is considered an extraordinary situation by the WCCHD. The acquisition of Parcel 4 by the County is done under threat of condemnation.

Please allow this letter to confirm that the WCCHD and County Engineer will not prohibit an OSSF on your remainder due to it being less than 1.00 acre in size after the County's acquisition of Parcel 4.

Please let us know if you have any additional questions or concerns about this issue, or about anything else related to the County's proposed acquisition. Thank you again for your continued patience and assistance with this matter.

Sincerely,

Don Childs
Sheets & Crossfield, P.C.

DC/tw
Enclosures

AGREED:
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____
Paulo Pinto, Director of Environmental Services

AGREED:
WILLIAMSON COUNTY

By: _____
Joe England, County Engineer .

**Wilkinson Real Estate Contract for RM 2338 (P15)
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Tom Wilkinson and William Henderson for ROW needed on RM 2338 (P15).

Background

Fiscal Impact

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

Attachments

Link: [Wilkinson RE Contract for RM 2338 \(P15\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 09:01 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield			Started On: 10/29/2009 09:01 AM	

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TOM G. WILKINSON and WILLIAM HENDERSON, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.096 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 15); and

Waterline easement and electric utility easement interest in and to that certain 0.045 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 15UE); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of EIGHT THOUSAND FIVE HUNDRED SEVENTY FOUR and 00/100 Dollars (\$8,574.00).

2.01.1. As additional compensation Purchaser shall pay the amount of THIRTY NINE THOUSAND NINE HUNDRED TWENTY and 00/100 Dollars (\$39,920.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Texas American Title Company on or before November 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District and an electric utility easement to Pedernales Electric Cooperative in and to the Property described in Exhibit "B", free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The electric utility easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

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

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) 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 and additional compensation.

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 respectively.

**ARTICLE VI
ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

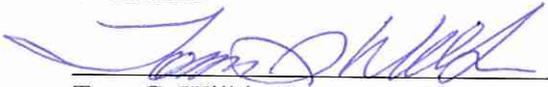
9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:



Tom G. Wilkinson

Date: 10-26-09

Address: 7127 Rm 2338
Georgetown TX 78633



William Henderson

Date: 10-26-09

Address: 7127 FM 2338
Georgetown, TX 78633

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 15
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 15

BEING 0.096 of an acre (4,181 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson, by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas. Surveyed on the ground, in the month of January, 2008 under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking of the most westerly corner of the above referenced Lot 3, being the southerly corner of Lot 4 of the said Lots 3 and 4 of Industrial Park Section II, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal, by deed recorded as Document No. 2003067180 of the Official Public Records of Williamson County, Texas.

THENCE, along the Northwest line of the said Lot 3, being the Southeast line of the said Lot 4, N 46°36'45" E, 565.58 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of 428+41.92, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, N 46°36'45" E, 42.63 feet to a gin spindle found on the existing Southwest line of RM 2338, marking the most northerly corner of the said Lot 3, and the most easterly corner of the said Lot 4, for the most northerly corner hereof;
- 2) THENCE, along the said the existing Southwest line of RM 2338, S 45°01'45" E, 98.15 feet to an iron pin found marking the most easterly corner of the said Lot 3, being the most northerly corner of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded as Document No. 2000038538 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 3, being the Northwest line of the said Lot 2, S 46°36'00" W, 42.59 feet to an iron pin with TxDOT aluminum cap set on the said proposed Southwest line of RM 2338, for the most southerly corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PROPOSED R.O.W.

EXISTING R.O.W.

R.M. 2338

S 45° 03' 03" E
4,552.89'

PROPOSED CENTERLINE

430+00

EXISTING R.O.W.

S 45° 01' 45" E
98.15'

0.045 AC 1,963 Sq. Ft.
20' Road Widening Easement & PUE
0/39

N 46° 36' 45" E
42.63'

(S 45° 06' 46" E
98.15')
0.096 AC
4,181 Sq. Ft.

S 46° 36' 00" W
42.59'

N 45° 03' 00" W
98.16'

PROPOSED R.O.W.

LOT 4
RUBEN VIBAL
and wife, ADELAIDA VIDAL
* 2003067180

POB
Parcel 15
428+41.92
75.00

N 46° 36' 45" E 565.58'

(N 46° 38' 23" E 607.98')

LOT 3
TOM G. WILKINSON
and WILLIAM HENDERSON
* 2002075992

(N 46° 38' 23" E 804.19')

S 46° 36' 00" W 561.46'

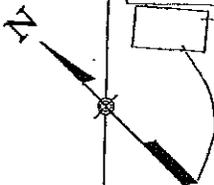
LOT 2
DWAYNE STEPHENS
and wife, DARLENE STEPHENS
* 2000038538

INDUSTRIAL PARK SECTION II
CABINET N, SLIDE 312

LOTS 3 & 4 of
INDUSTRIAL PARK SECTION II
CABINET 0, SLIDE 39

LEWIS P. DYCHES SURVEY
Abstract # 171

POR Parcel 15



0 25 50
SCALE IN FEET

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

TOM G. WILKINSON and
WILLIAM HENDERSON



1778 N. ALSTON AVENUE GEORGETOWN, TX 75426
817.563.1412 FAX 817.563.1418 WWW.STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

SCALE:
1" = 50'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 15
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
 2/19/09

BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



STEGER BIZZELL

1878 S. ALSTIN AVENUE GEORGETOWN, TEXAS 75243
 PHONE 972.992.4444 FAX 972.992.4444 WWW.STEGERBIZZELL.COM
 214.992.4444 214.992.4444 214.992.4444

PARCEL PLAT SHOWING PROPERTY OF:
**TOM G. WILKINSON and
 WILLIAM HENDERSON**

SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
--------------------	-----------------------	---------------------	-----------------------

Texas Department of Transportation
 9, 2008 by Texas Department of Transportation
 14, 2008 by Texas

PARCEL: 15
 Plat 2 of 2

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.045 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.045 ACRE (1,963 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3, LOTS 3 & 4 OF INDUSTRIAL PARK SECTION II, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET O, SLIDE 39 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed southwest right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way, and the southeast line of said Lot 3, same being the northwest line of Lot 2, Industrial Park Section II, a subdivision according to the plat of record in Cabinet N, Slide 312 of the Plat Records of Williamson County, Texas, and the;

THENCE leaving said proposed southwest right-of-way line of R.M. 2338, with said southeast line of Lot 3 and said northwest line of Lot 2, S46°35'55"W a distance of 20.01 feet;

THENCE leaving said southeast line of Lot 3 and said northwest line of Lot 2, crossing said Lot 3 with a line being 20-feet southwest of and parallel to said proposed southwest right-of-way line of R.M. 2338, N45°03'03"W a distance of 98.17 feet to a point in the northwest line of said Lot 3, same being the southeast line of Lot 4, said Lots 3 & 4 of Industrial Park Section II;

THENCE with said northwest line of Lot 3 and said southeast line of Lot 4, N46°36'41"E a distance of 20.01 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." Found at the intersection of the said northwest line of Lot 3, said southeast line of Lot 4 and said proposed southwest right-of-way line of R.M. 2338;

THENCE crossing said Lot 3 with said proposed southwest right-of-way line of R.M. 2338, S45°03'03"E a distance of 98.16 feet to said POINT OF BEGINNING and containing 0.045 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of August 2009, A.D.

Half Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Handwritten Signature] 8/28/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled S301-IS(15)-26424.dgn, dated August 28, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=20'



LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TXDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

LOT 4

R.M. 2338
C.S.J. 221-01-023
(PROP. 150' R.O.W.)

LOTS 3 & 4 OF
INDUSTRIAL PARK
SECTION II
CAB. O, SLIDE 39
P.R.W.C.T.

PROPOSED WATER
LINE ESMT.
0.045 AC.
1,963 SQ. FT.

LOT 3

LOT 2
INDUSTRIAL PARK SECTION II
RESUBDIVISION OF WILLIAMS DRIVE
INDUSTRIAL PARK, LOT 2
CAB. N, SLIDE 312
P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S 46° 35' 55" W	20.01'
L2	N 46° 36' 41" E	20.01'

AUS/ZW_R22200_8-5x11.plt

Design

I:\26000s\26424\CADD\Survey\S301-IS(15)-26424.dgn

8/28/2009 1:35:55 PHch2112HALFF

HALFF
4030 WEST BRAYER LANE, SUITE 450
AUSTIN, TEXAS 78769-5358
TEL (512) 252-8184
FAX (512) 252-9141

PARCEL 15
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 8/28/2009	ACCOMPANYING FILE NAME: SV-LD-P15-26424.doc	SKETCH BY: KKH
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1,963 SQUARE FEET
~ 0.045 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 15 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 15 (U) EASEMENT

BEING 0.045 of an acre (1,963 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas. Surveyed on the ground, in the month of January, 2008 under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking of the most westerly corner of the above referenced Lot 3, being the southerly corner of Lot 4 of the said Lots 3 and 4 of Industrial Park Section II, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal, by deed recorded as Document No. 2003067180 of the Official Public Records of Williamson County, Texas.

THENCE, along the Northwest line of the said Lot 3, being the Southeast line of the said Lot 4, N 46°36'45" E, 545.57 feet to a point, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the Northwest line of the said Lot 3 and the Southeast line of the said Lot 4, N 46°36'45" E, 20.01 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, for the most northerly corner hereof;
- 2) THENCE, along the said the proposed Southwest line of RM 2338, S 45°03'00" E, 98.16 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 3, being the Northwest line of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded as Document No. 2000038538 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the said Southeast line of Lot 3, being the said Northwest line of Lot 2, S 46°36'00" W, 20.01 feet to a point, for the most southerly corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PROPOSED R.O.W

EXISTING R.O.W

RM 2338

430+00

EXISTING R.O.W

PROPOSED R.O.W

LOT 4
RUBEN VIDAL and
wife, ADELAIDA VIDAL
2003067180

LOT 3
TOM G. WILKINSON and
WILLIAM HENDERSON
2002075992

LOT 2
DWAYNE STEPHENS
DARLENE STEPHENS
wife

INDUSTRIAL PARK SECTION II
CABINET N. SLIDE 312

LEWIS P. DYCHES SURVEY
Abstract # 171

LOTS 3 & 4 of
INDUSTRIAL PARK SECTION II
CABINET O, SLIDE 39

(N 47°21'11" W 98.34')
N 47°26'45" W 98.49'

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

TOM G. WILKINSON and
WILLIAM HENDERSON



1778 S. ALSTON AVENUE GEORGETOWN, TX 75626
PH: 512.833.8412 FAX: 512.833.8419 WWW: STEGERBIZZELL.COM
SERVICES: ENGINEERS PLANNERS SURVEYORS

SCALE:
1" = 40'

CSJ:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 15(U)
PLAT 1 OF 2

LEGEND

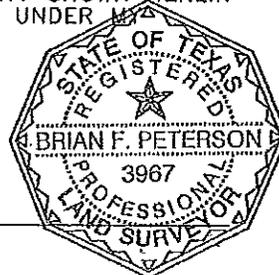
- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.



Brian F. Peterson
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS

STEGERCIBIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 78629
 512.833.4112 512.833.4115 STEGCIBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

TOM G. WILKINSON and
 WILLIAM HENDERSON

SCALE: 1" = 40'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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WILLIAMSON COUNTY
 1846

PARCEL: 15(U)
 PLAT 2 OF 2

SPECIAL WARRANTY DEED
RM 2338 Right of Way

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TOM G. WILKINSON and WILLIAM HENDERSON, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels 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 0.096 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 15)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Tom G. Wilkinson

William Henderson

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel No.: 15
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 15

BEING 0.096 of an acre (4,181 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson, by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas. Surveyed on the ground, in the month of January, 2008 under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking of the most westerly corner of the above referenced Lot 3, being the southerly corner of Lot 4 of the said Lots 3 and 4 of Industrial Park Section II, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal, by deed recorded as Document No. 2003067180 of the Official Public Records of Williamson County, Texas.

THENCE, along the Northwest line of the said Lot 3, being the Southeast line of the said Lot 4, N 46°36'45" E, 565.58 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of 428+41.92, for the most westerly corner and Point of BEGINNING hereof;

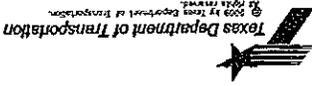
- 1) THENCE, N 46°36'45" E, 42.63 feet to a gin spindle found on the existing Southwest line of RM 2338, marking the most northerly corner of the said Lot 3, and the most easterly corner of the said Lot 4, for the most northerly corner hereof;
- 2) THENCE, along the said the existing Southwest line of RM 2338, S 45°01'45" E, 98.15 feet to an iron pin found marking the most easterly corner of the said Lot 3, being the most northerly corner of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded as Document No. 2000038538 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 3, being the Northwest line of the said Lot 2, S 46°36'00" W, 42.59 feet to an iron pin with TxDOT aluminum cap set on the said proposed Southwest line of RM 2338, for the most southerly corner hereof;

STEEGER BIZZELL

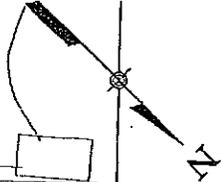
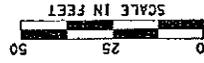
1725 R. MARTIN AVENUE
DALLAS, TEXAS 75214
PHONE: 214-343-1111
FAX: 214-343-1112
WWW.STEEGERBIZZELL.COM

SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 15 Plot 1 of 2
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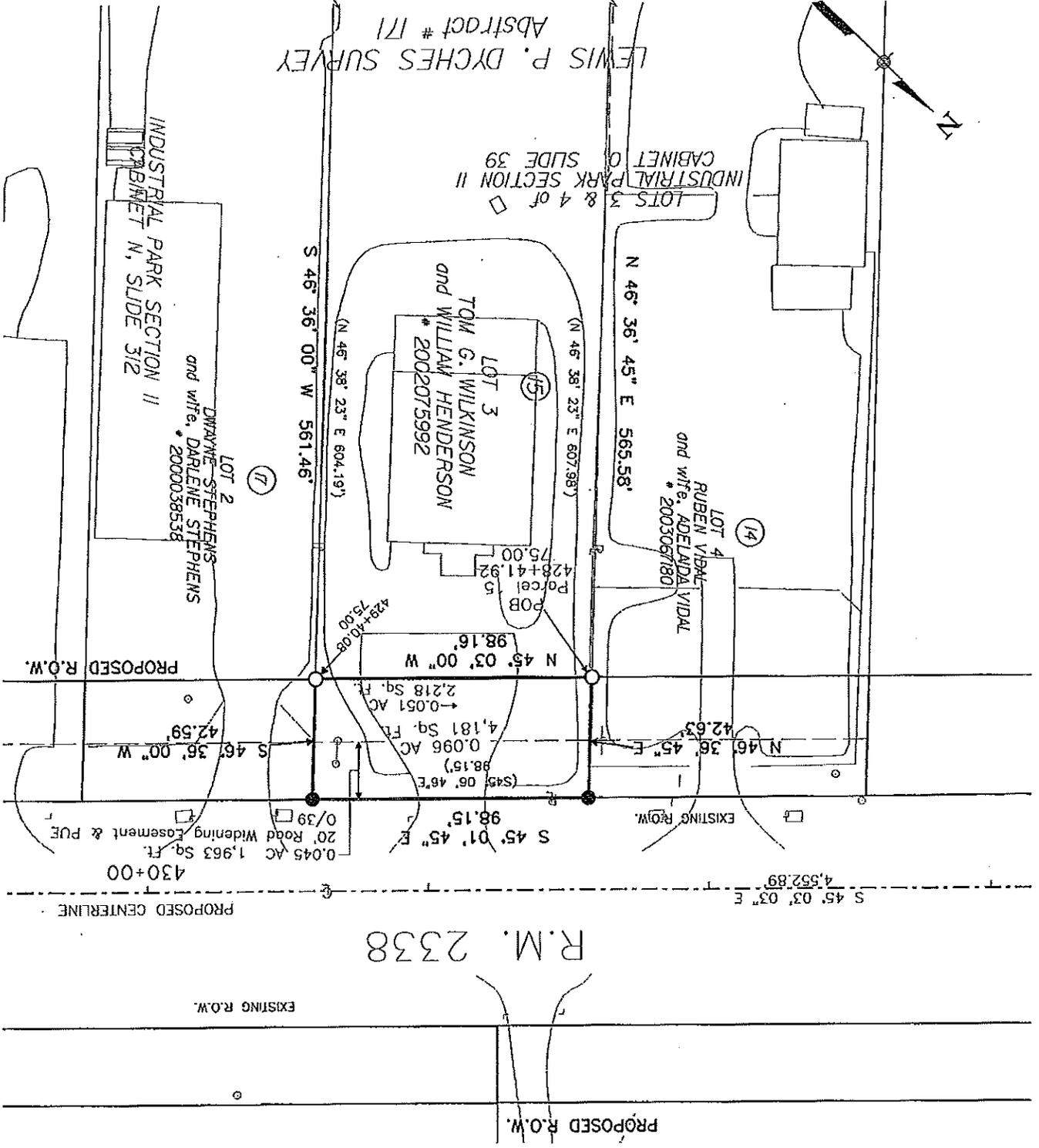
PARCEL PLAT SHOWING PROPERTY OF:
TOM G. WILKINSON and
WILLIAM HENDERSON



PAGE 3 OF 4



LEWIS P. DYCHES SURVEY
Abstract # 171
FOR Parcel 15



R.M. 2338

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ℓ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

Brian F. Peterson
 2/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



STEGER BIZZELL
 1878 B. ALSTIN AVENUE GEORGETOWN, TEXAS 75243
 972.241.4414 FAX 972.241.4414
 WWW.STEGERBIZZELL.COM
 LAND SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 TOM G. WILKINSON and
 WILLIAM HENDERSON



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 15
 Plat 2 of 2

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Tom G. Wilkinson

William Henderson

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2009, by Tom G. Wilkinson, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2009, by William Henderson, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.045 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.045 ACRE (1,963 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3, LOTS 3 & 4 OF INDUSTRIAL PARK SECTION II, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET O, SLIDE 39 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed southwest right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way, and the southeast line of said Lot 3, same being the northwest line of Lot 2, Industrial Park Section II, a subdivision according to the plat of record in Cabinet N, Slide 312 of the Plat Records of Williamson County, Texas, and the;

THENCE leaving said proposed southwest right-of-way line of R.M. 2338, with said southeast line of Lot 3 and said northwest line of Lot 2, S46°35'55"W a distance of 20.01 feet;

THENCE leaving said southeast line of Lot 3 and said northwest line of Lot 2, crossing said Lot 3 with a line being 20-foot southwest of and parallel to said proposed southwest right-of-way line of R.M. 2338, N45°03'03"W a distance of 98.17 feet to a point in the northwest line of said Lot 3, same being the southeast line of Lot 4, said Lots 3 & 4 of Industrial Park Section II;

THENCE with said northwest line of Lot 3 and said southeast line of Lot 4, N46°36'41"E a distance of 20.01 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." Found at the intersection of the said northwest line of Lot 3, said southeast line of Lot 4 and said proposed southwest right-of-way line of R.M. 2338;

THENCE crossing said Lot 3 with said proposed southwest right-of-way line of R.M. 2338, S45°03'03"E a distance of 98.16 feet to said **POINT OF BEGINNING** and containing 0.045 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of August 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

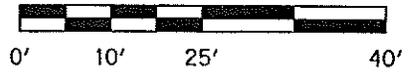


[Handwritten Signature] 8/28/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(15)-26424.dgn, dated August 28, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=20'



LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TXDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

LOT 4

R.M. 2338
C.S. 1, 2211-01-023
(PROP. 150' R.O.W.)

EXISTING R.O.W.

PROPOSED WATER
LINE ESMT.
0.045 AC.
1,963 SQ. FT.

LOTS 3 & 4 OF
INDUSTRIAL PARK
SECTION II
CAB. O, SLIDE 39
P.R.W.C.T.

LOT 3

LOT 2
INDUSTRIAL PARK SECTION II
RESUBDIVISION OF WILLIAMS DRIVE
INDUSTRIAL PARK, LOT 2
CAB. N, SLIDE 312
P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S 46° 35' 55" W	20.01'
L2	N 46° 36' 41" E	20.01'

AUS/2W_IR2200_8-5x11.plt

Design

I:\26000s\26424\CADD\Survey\5301-IS(15)-26424.dgn

8/28/2009 15:55 P:\ch2112\HALFF I:\26000s\26424\CADD\Survey\5301-IS(15)-26424.dgn

4030 WEST BRAKER LAKE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 15
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 8/28/2009	ACCOMPANYING FILE NAME: SV-LD-P15-26424.doc	SKETCH BY: KKH
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1,963 SQUARE FEET
~ 0.045 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

ELECTRIC UTILITY EASEMENT

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

THAT TOM G. WILKINSON and WILLIAM HENDERSON, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.045 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 15E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

GRANTOR:

Tom G. Wilkinson

William Henderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Tom G. Wilkinson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by William Henderson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT _____

County: Williamson
Parcel No.: 15 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 15 (U) EASEMENT

BEING 0.045 of an acre (1,963 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas. Surveyed on the ground, in the month of January, 2008 under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking of the most westerly corner of the above referenced Lot 3, being the southerly corner of Lot 4 of the said Lots 3 and 4 of Industrial Park Section II, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal, by deed recorded as Document No. 2003067180 of the Official Public Records of Williamson County, Texas.

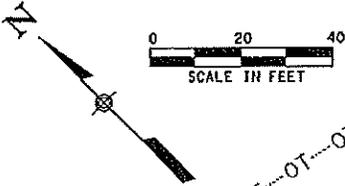
THENCE, along the Northwest line of the said Lot 3, being the Southeast line of the said Lot 4, N 46°36'45" E, 545.57 feet to a point, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the Northwest line of the said Lot 3 and the Southeast line of the said Lot 4, N 46°36'45" E, 20.01 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, for the most northerly corner hereof;
- 2) THENCE, along the said the proposed Southwest line of RM 2338, S 45°03'00" E, 98.16 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 3, being the Northwest line of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded as Document No. 2000038538 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the said Southeast line of Lot 3, being the said Northwest line of Lot 2, S 46°36'00" W, 20.01 feet to a point, for the most southerly corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION

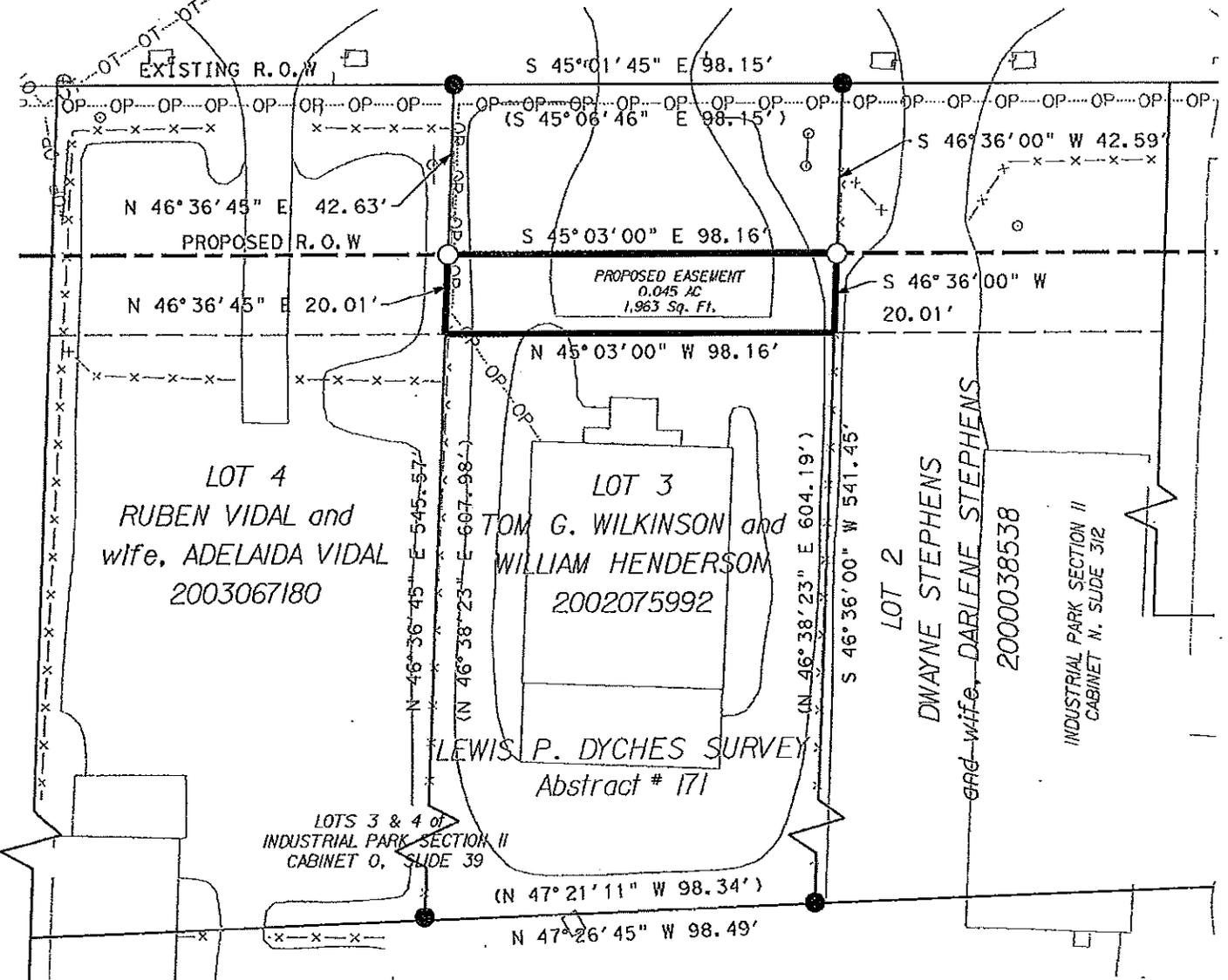
PROPOSED R.O.W

EXISTING R.O.W



RM 2338

430+00



PARCEL PLAT SHOWING PROPERTY OF:

TOM G. WILKINSON and WILLIAM HENDERSON



STEGER BIZZELL

1978 S. ALSTON AVENUE GEORGETOWN, TX 76626
 817.404.9112 FAX 817.202.6115 WWW.STEGERBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

SCALE: 1" = 40'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 15(U) PLAT 1 OF 2
--------------------	---------------------	---------------------	-----------------------	------------------------------

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊠ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS, DISTANCES ARE SURFACE DISTANCES, COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.



Brian F. Peterson
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS

 STEGER BIZZELL		PARCEL PLAT SHOWING PROPERTY OF: TOM G. WILKINSON and WILLIAM HENDERSON		 WILLIAMSON COUNTY TEXAS	
JOHN 1978 S. ALBYN ALDRUE DEONOTOWN, TX 77005 ROAD 512.000.2472 FAX 512.700.5418 512 STEGERBIZZELL.COM ENGINEERS PLANNERS SURVEYORS	SCALE: 1" = 40' CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 15(U) PLAT 2 OF 2	

**Capitol Aggregates, Ltd. Real Estate Contract for US 183 (P5)
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Capitol Aggregates, Ltd. for ROW on US 183 (Parcel 5).

Background

Fiscal Impact

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

Attachments

Link: [Capitol Aggregates RE Contract for US 183 \(P5\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 09:07 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield			Started On: 10/29/2009 09:07 AM	

REAL ESTATE CONTRACT
US183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CAPITOL AGGREGATES, LTD., a Texas limited partnership, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the tract(s) of land described as follows:

All of that certain 0.787 acre tract of land, more or less, out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 5);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, 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 shall be the sum of SIXTY EIGHT THOUSAND NINE HUNDRED THIRTY ONE and 00/100 Dollars (\$68,931.00).

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.): None

Miscellaneous

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 Seller's actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Texas American Title Company on or before November 20, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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 in writing.
- (c) Any items listed on Schedule B of the title commitment obtained by Purchaser dated May 11, 2009 (GF 9691-09-1367), as updated.
- (d) Reservation of water, water rights, oil, gas and other minerals in and under the land herein conveyed but waiver of all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same.

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

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

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) 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 and additional compensation, if any.

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 respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser, as its sole remedy, may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received (i) upon actual receipt or refusal by the addressee by hand delivery, or (ii) two business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid; or (iii) one business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express, Airborne Express or UPS), by United States mail, provided that such notice is 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

Possession and Use Agreement

9.12 Should the closing hereunder be delayed as a result of Seller's default hereunder, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement in compliance with this provision, which possession and use agreement is suitable for recording in the real property records of Williamson County. Should the closing hereunder be delayed for any reason other than Seller's default, Purchaser shall have no right to use and/or possess the Property.

SELLER:

CAPITOL AGGREGATES, LTD.,
a Texas limited partnership

By: Capital Aggregates, LLC (TX),
a Delaware limited liability company
Its General Partner

By: W. Hale
Greg W. Hale, Vice President

Address: 12625 Wetmore Rd
San Antonio, TX 78247

Date: 10/21/09

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

Parcel 5

EXHIBIT **A**

County: Williamson
 Parcel No.: 5
 Highway: U.S. 183
 Limits: From: Riva Ridge Drive
 To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.787 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.86 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO CAPITOL AGGREGATES, LTD., AS RECORDED IN DOCUMENT NO. 2003101293, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.787 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 108+01.89, being in the proposed west right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the north line of said 10.86 acre tract and the south line of a called 156.48 acre tract of land, described in the deed to Land Partnership No. 1, as recorded in Document No. 2004030001, of the Official Public Records of Williamson County, Texas, being the northwest corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the west common corner of said 10.68 acre tract and said 156.48 acre tract bears, S 69° 16' 03" W, a distance of 1835.98 feet;

THENCE leaving said proposed west right-of-way line with the common line of said 10.86 acre tract and said 156.48 acre tract the following two (2) courses and distances:

1. N 69° 16' 03" E, a distance of 277.19 feet to a 1/2-inch iron rod found, and
2. N 53° 57' 05" E, a distance of 34.92 feet to an iron pipe found for the east common corner of said 10.86 acre tract and said 156.48 acre tract, same being in the existing west right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE leaving said common corner with said existing west right-of-way line, S 21° 02' 37" E, a distance of 113.87 feet to a 1/2-inch iron rod found for the common east corner of said 10.86 acre tract and a called 117.15 acre tract of land, described in the deed to Philip Hogan and wife, Gina Rae Hogan, as recorded in Document No. 2000007280, of the Official Public Records of Williamson County, Texas, from which a Texas Department of Transportation Type I monument found bears, S 21° 02' 37" E, a distance of 1365.16 feet;

THENCE leaving said existing west right-of-way line with the common line of said 10.68 acre tract and said 117.15 acre tract, the following two (2) courses and distances:

1. S 53° 58' 46" W, a distance of 20.07 feet to a 1/2-inch iron rod found, and

Parcel 5

- 2. S 69° 16' 01" W, a distance of 291.53 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 109+11.83, being in said proposed west right-of-way line, from which a 1/2-inch iron rod found for an ell corner of said 10.86 acre tract bears, S 69° 16' 01" W, a distance of 1946.56 feet;

THENCE leaving said common line with said proposed west right-of-way line crossing through the interior of said 10.86 acre tract, N 21° 02' 37" W, a distance of 109.94 feet to the POINT OF BEGINNING and containing 0.787 acres of land, more or less.

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

All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS
 COUNTY OF TRAVIS

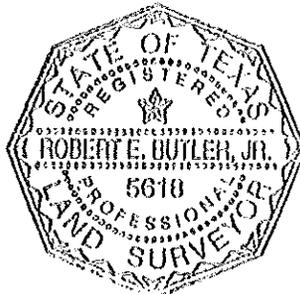
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 §
 §

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2009.

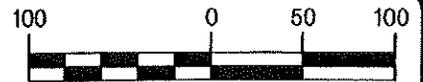
SURVEYING AND MAPPING, Inc.
 5508 West Highway 290
 Building B
 Austin, Texas 78735



Robert E. Butler, Jr.
 Robert E. Butler, Jr.
 Registered Professional Land Surveyor
 No. 5618 - State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊙ 1/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/4" IRON ROD W/ SAM INC. PLASTIC CAP SET
- × CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊙ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- (P) PROPERTY LINE RECORD INFORMATION
- O.R.W.G.T.X. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.G.T.X. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.G.T.X. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.G.T.X. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING



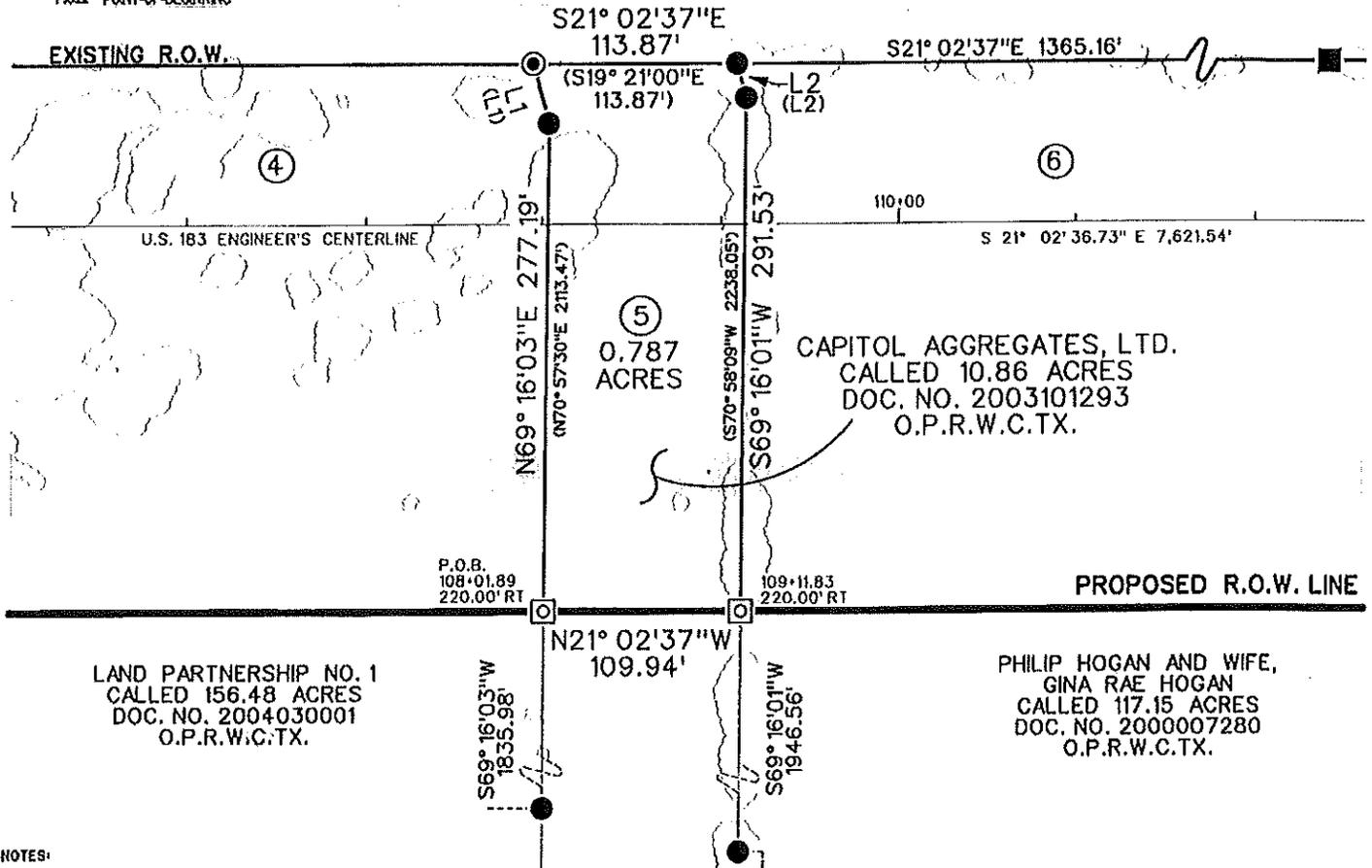
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521

LINE NO.	BEARING	DISTANCE
L1	N53° 57'05"E	34.92'
(L1)	(N55° 40'00"E)	(34.80')
L2	S53° 58'46"W	20.07'
(L2)	(N55° 40'00"E)	(20.13')

EXISTING R.O.W.

U.S. 183
(VARIABLE WIDTH R.O.W.)



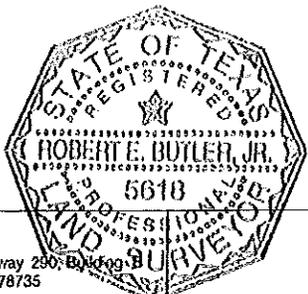
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/03 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

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

Robert E. Butler, Jr.
ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

03/01/09
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4810



6506 West Highway 290, Bldg. 100
Austin, Texas 78735
(512) 447-0576
Fax: (512) 328-3029

RIGHT-OF-WAY SKETCH
PARCEL
5
WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

**SPECIAL WARRANTY DEED
US 183 Right of Way**

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed US Highway 183 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CAPITOL AGGREGATES, LTD., a Texas limited partnership, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission all those certain tracts or parcels 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 0.787 acre tract of land, more or less, being out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 5).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining

owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the water, water rights, oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 US 183, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas, acting by and through the Texas Transportation Commission and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas, acting by and through the Texas Transportation Commission and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

CAPITOL AGGREGATES, LTD.,
a Texas limited partnership

By: Capital Aggregates, LLC (TX),
a Delaware limited liability company
Its General Partner

By: _____
Greg W. Hale, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2008 by Greg W. Hale, 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

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



CAPITOL
AGGREGATES LTD

October 21, 2009

Mr. Jim Henry
Crossland Acquisition, Inc.
12325 Hymeadow Drive
Suite 3-200
Austin, Texas 78750

Re: Real Estate Contract US 183 Right of Way

Dear Jim,

Please find attached one executed original Real Estate Contract for the US 183 Right of Way.

If you have any questions, please feel free to contact Shannon at 210-871-3381.

Thank you.

Paige Henney
Assistant to Shannon Moralez

Attachment

cc: Valerie Van Courlandt

**Armstrong Real Estate Contract for RM 2338 (P13)
Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with James R. Armstrong and Shannon F. Armstrong for ROW on RM 2338 (Parcel 13).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Armstrong RE Contract for RM 2338 \(P13\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 09:13 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield		Started On: 10/29/2009 09:13 AM		

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.128 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 13); and

Waterline easement and electric utility easement interest in and to that certain 0.094 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 13UE); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of FOURTEEN THOUSAND ONE HUNDRED THIRTEEN and 00/100 Dollars (\$14,113.00).

2.01.1. As additional compensation Purchaser shall pay the amount of FIFTEEN THOUSAND AND EIGHTY FIVE and 00/100 Dollars (\$15,085.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Texas American Title Company on or before November 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit “A”, free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District and an electric utility easement to Pedernales Electric Cooperative in and to the Property described in Exhibit “B”, free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The electric utility easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

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

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) 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 and additional compensation.

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 respectively.

**ARTICLE VI
ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:

James R. Armstrong
James R. Armstrong

Date: 10/25/09

Address: 7130 F2338
Georgetown, Tx 78633

Shannon F. Armstrong
Shannon F. Armstrong *std*

Date: 10-25-09

Address: 7130 FM 2338
Georgetown, Tx 78633

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

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

EXHIBIT A

County: Williamson
Parcel No.: 13
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 13

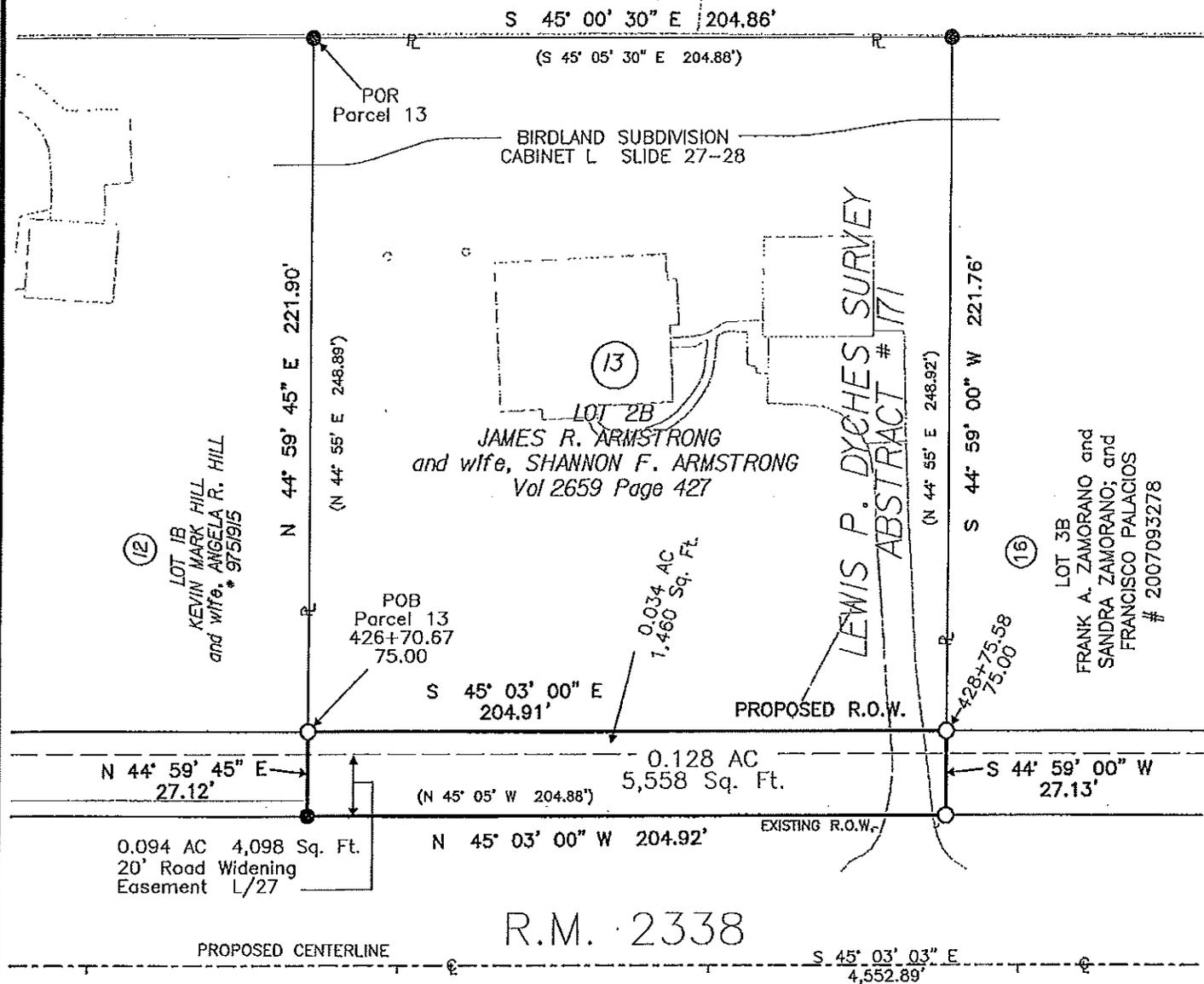
BEING 0.128 of an acre (5,558 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

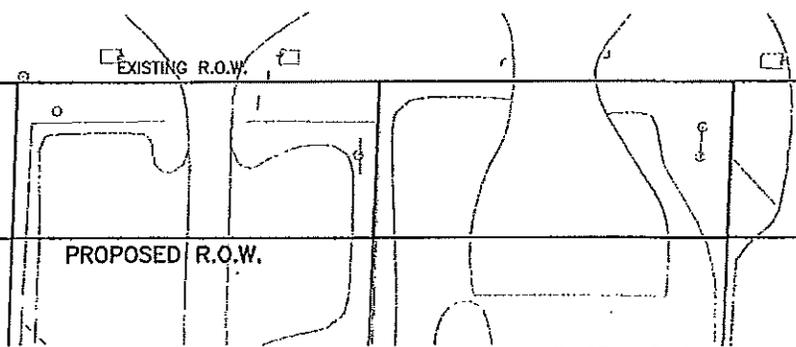
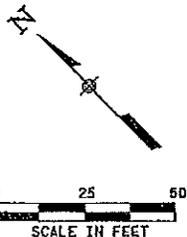
THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 221.90 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of 426+70.67, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, S 44°59'00" W, 27.13 feet to an iron pin with TxDOT aluminum cap set in the existing Northeast line of RM 2338, for the most southerly corner of the said Lot 2B, being the most westerly corner of the said Lot 3B, for the more southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°03'00" W, 204.92 feet to an iron pin found marking the most westerly corner of the said Lot 2B, being the most southerly corner of the said Lot 1B, for the most westerly corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION



R.M. 2338



STEGER BIZZELL

1078 R. ALBERT AVENUE | DICKINSON, TEXAS 75705
 TEL: 817.803.5112 | FAX: 817.803.9418 | WWW.STEGERBIZZELL.COM
 SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
JAMES R ARMSTRONG
 and wife, **SHANNON F ARMSTRONG**



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 13
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

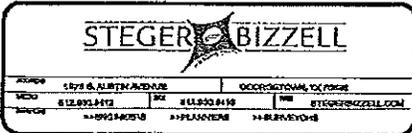
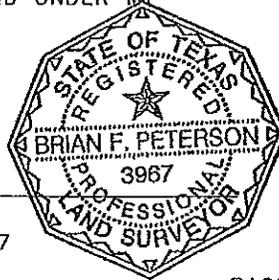
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
2/10/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PARCEL PLAT SHOWING PROPERTY OF:
JAMES R ARMSTRONG
and wife, SHANNON F ARMSTRONG



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 13 Plat 2 of 2
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WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

DATE: _____, 2009

GRANTOR: JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 13E).

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

James R. Armstrong

Shannon F. Armstrong

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by James R. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.094 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.094 ACRE (4,098 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 2B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 2B, same being the northwest line of Lot 3B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

THENCE leaving said southeast line of Lot 2B and said northwest line of Lot 3B, crossing said Lot 2B, with said proposed northeast right-of-way line of R.M. 2338, N45°03'03"W a distance of 204.91 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the northwest line of said Lot 2B, same being the southeast line of Lot 1B, said Birdland Subdivision;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 2B and said southeast line of Lot 1B, N44°59'50"E a distance of 20.00 feet;

THENCE leaving said northwest line of Lot 2B and said southeast line of Lot 1B, with a line being 20-foot northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, S45°03'03"E a distance of 204.91 feet to a point in said southeast line of Lot 2B and said northwest line of Lot 3B;

THENCE with said southeast line of Lot 2B and said northwest line of Lot 3B, S44°59'01"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.094 acre.

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

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



 8/25/2009

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(13)-26424.dgn, dated August 25, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TX001"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 44° 59' 50" E	20.00'
L2	S 44° 59' 01" W	20.00'
L3	S 44° 59' 50" W	27.12'
L4	S 44° 59' 01" W	27.13'

LOT 1B

BIRDLAND SUBDIVISION
CAB. L, SLIDES 27-28
P.R.W.C.T.

LOT 2B

LOT 3B

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

PROP. R.O.W.

PROPOSED WATER
LINE ESMT.
0.094 AC.
4,098 SQ. FT.

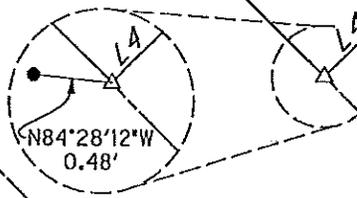
EXISTING R.O.W.

P.M. 2338
C.S.T. 221-01-028
(PROP. 150' R.O.W.)

EXISTING R.O.W.

PROP. R.O.W.

PROP. R.O.W.



1:57:14 P:\mh2112\HALFF 1:250000s\26424\cadd\survey\501-15(13)-26424.dgn Design 2W_IR2200_B-Sx11.plt

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 13 SKETCH TO ACCOMPANY DESCRIPTION			
HALFF AVO: 26424	DATE: 8/25/2009	ACCOMPANYING FILE NAME: SV-LD-P13-26424.doc	SKETCH BY: KKH

4,098 SQUARE FEET
~ 0.094 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

8/25/2009

ELECTRIC UTILITY EASEMENT

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

THAT JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 13E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

AFTER RECORDING RETURN TO:

EXHIBIT _____

County: Williamson
Parcel No.: 13 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 13 (U) EASEMENT

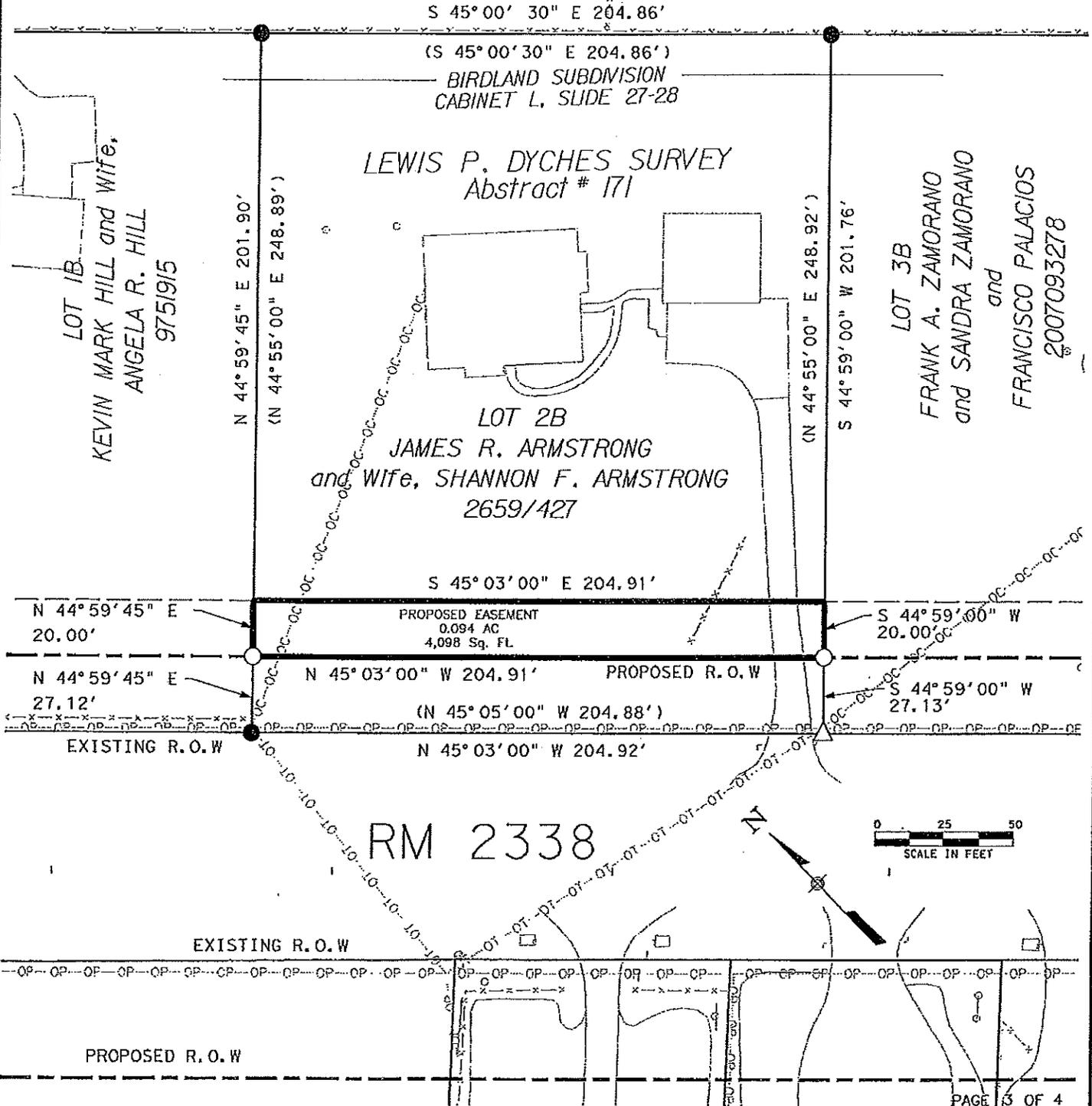
BEING 0.094 of an acre (4,098 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

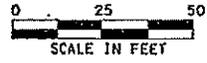
THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 201.90 feet to a point, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 45°03'00" E, 204.91 feet to a point on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, along the Southeast line of the said Lot 2B, being the Northwest line of the said Lot 3B, S 44°59'00" W, 20.00 feet to an iron pin with TxDOT aluminum cap set in the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 3) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 2B, being the Southeast line of the said Lot 1B, for the most westerly corner hereof;

PLA O ACCOMPANY PARCEL DESCRIPTION



RM 2338



STEGER BIZZELL

1878 E. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE: 512.260.5412 FAX: 512.803.2415 WWW: STEGERBIZZELL.COM
 SERVICES: >>> ENGINEERS >>> PLANNERS >>> SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 JAMES R. ARMSTRONG
 and wife, SHANNON F. ARMSTRONG



SCALE: 1" = 50'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 13(U)
 PLAT 1 OF 2

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

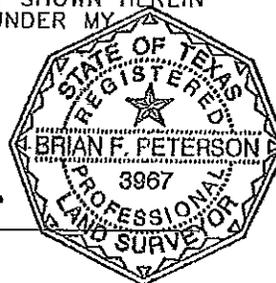
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Handwritten Signature]
4/23/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



 ADDRESS: 1078 S. ALSTON AVENUE GEORGETOWN, TX 75208 PHONE: 512.800.0412 FAX: 512.800.0416 WEB: STEGERBIZZELL.COM SERVICES: ENGINEERS PLANNERS SURVEYORS	PARCEL PLAT SHOWING PROPERTY OF: JAMES R. ARMSTRONG and wife, SHANNON F. ARMSTRONG	 WILLIAMSON COUNTY 1818	
	SCALE: 1" = 50'	CSJ: 2211-01-023	PROJECT: RM 2338
		COUNTY: WILLIAMSON	
			PARCEL: 13(U) PLAT 2 OF 2

SPECIAL WARRANTY DEED
RM 2338 Right of Way

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels 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 0.128 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 13)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

James R. Armstrong

Shannon F. Armstrong

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel No.: 13
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 13

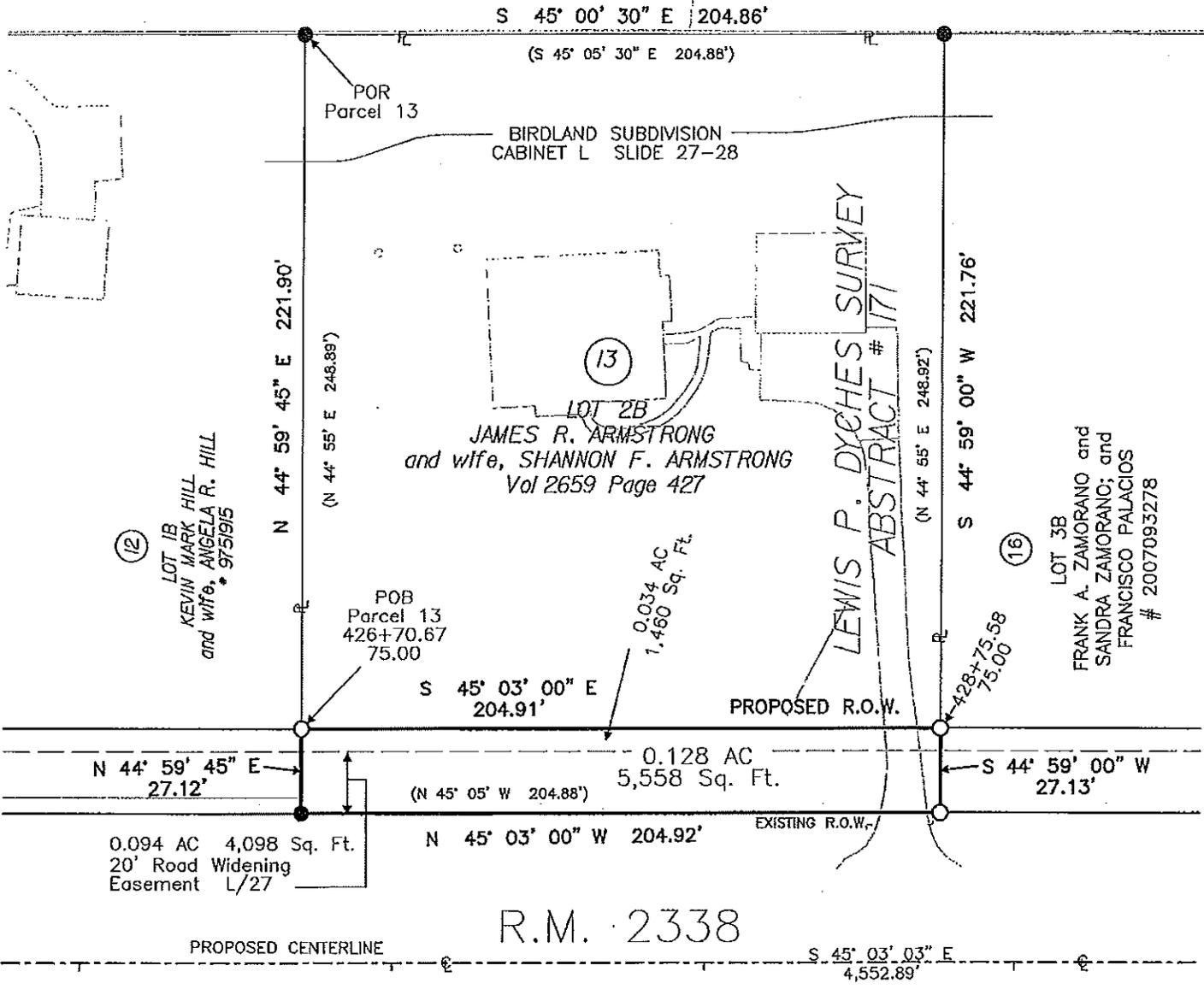
BEING 0.128 of an acre (5,558 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

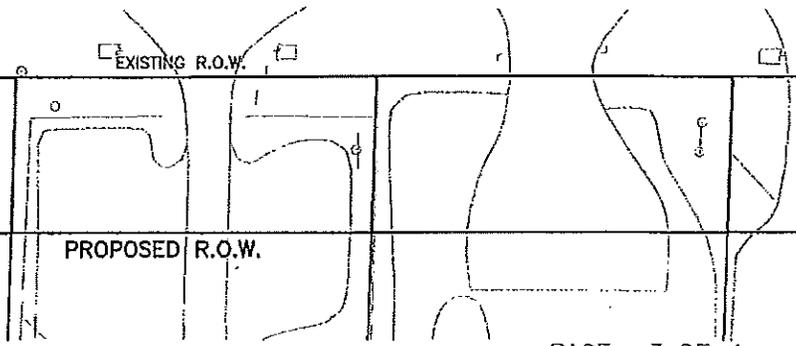
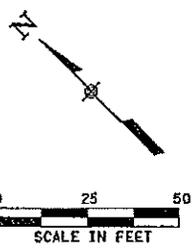
THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 221.90 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of 426+70.67, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, S 44°59'00" W, 27.13 feet to an iron pin with TxDOT aluminum cap set in the existing Northeast line of RM 2338, for the most southerly corner of the said Lot 2B, being the most westerly corner of the said Lot 3B, for the more southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°03'00" W, 204.92 feet to an iron pin found marking the most westerly corner of the said Lot 2B, being the most southerly corner of the said Lot 1B, for the most westerly corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION



R.M. 2338



STEGEROBIZZELL

ADDRESS: 1979 R. ARMSTRONG AVENUE, GEORGETOWN, TX 75228
 PHONE: 817.800.8112 FAX: 817.800.8118 WEB: STEGEROBIZZELL.COM
 SERVICES: >>> ENGINEERING >>> PLANNING >>> SURVEYING

PARCEL PLAT SHOWING PROPERTY OF:
JAMES R ARMSTRONG
 and wife, **SHANNON F ARMSTRONG**



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 13
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ☒ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ☑ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:

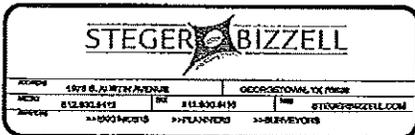
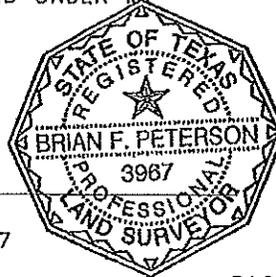
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
 2/10/09
 BRIAN F. PETERSON

REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PARCEL PLAT SHOWING PROPERTY OF:
 JAMES R ARMSTRONG
 and wife, SHANNON F ARMSTRONG



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 13
 Plat 2 of 2

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

James R. Armstrong

Shannon F. Armstrong

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by James R. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.094 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.094 ACRE (4,098 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 2B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 2B, same being the northwest line of Lot 3B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

THENCE leaving said southeast line of Lot 2B and said northwest line of Lot 3B, crossing said Lot 2B, with said proposed northeast right-of-way line of R.M. 2338, N45°03'03"W a distance of 204.91 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the northwest line of said Lot 2B, same being the southeast line of Lot 1B, said Birdland Subdivision;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 2B and said southeast line of Lot 1B, N44°59'50"E a distance of 20.00 feet;

THENCE leaving said northwest line of Lot 2B and said southeast line of Lot 1B, with a line being 20-foot northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, S45°03'03"E a distance of 204.91 feet to a point in said southeast line of Lot 2B and said northwest line of Lot 3B;

THENCE with said southeast line of Lot 2B and said northwest line of Lot 3B, S44°59'01"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.094 acre.

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

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



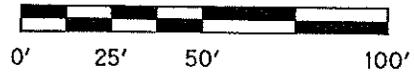
 8/25/2009

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(13)-26424.dgn, dated August 25, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TXDOT"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 44° 59' 50" E	20.00'
L2	S 44° 59' 01" W	20.00'
L3	S 44° 59' 50" W	27.12'
L4	S 44° 59' 01" W	27.13'

LOT 1B

BIRDLAND SUBDIVISION
CAB. L, SLIDES 27-28
P.R.W.C.T.

LOT 2B

LOT 3B

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

PROP. R.O.W.

L3

PROPOSED WATER
LINE ESMT.
0.094 AC.
4,098 SQ. FT.

S45°03'03"E 204.91'
N45°03'03"W 204.91'

EXISTING R.O.W.

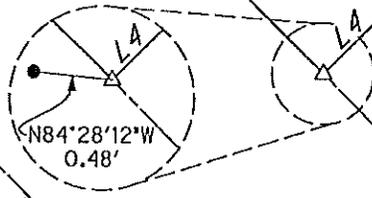
R.M. 2338
C.S.T. 281-01-028
(PROP. 100' R.O.W.)

EXISTING R.O.W.

PROP. R.O.W.

P.O.B.

PROP. R.O.W.



2W_IR2200_B-Sx11.plt

Design

26424.dgn

8/25/2009

1:57:14 PM

HALFF

8/25/2009

HALFF

8/25/2009

HALFF



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-6358
TEL (612) 252-8184
FAX (612) 252-8141

PARCEL 13
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
8/25/2009

ACCOMPANYING FILE NAME:
SV-LD-P13-26424.doc

SKETCH BY:
KKH

4,098 SQUARE FEET
~ 0.094 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

8/25/2009

ELECTRIC UTILITY EASEMENT

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

THAT JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 13E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

AFTER RECORDING RETURN TO:

EXHIBIT _____

County: Williamson
Parcel No.: 13 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 13 (U) EASEMENT

BEING 0.094 of an acre (4,098 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 201.90 feet to a point, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 45°03'00" E, 204.91 feet to a point on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, along the Southeast line of the said Lot 2B, being the Northwest line of the said Lot 3B, S 44°59'00" W, 20.00 feet to an iron pin with TxDOT aluminum cap set in the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 3) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 2B, being the Southeast line of the said Lot 1B, for the most westerly corner hereof;

PLA O ACCOMPANY PARCEL DESCRIPTION

S 45° 00' 30" E 204.86'

(S 45° 00' 30" E 204.86')

BIRDLAND SUBDIVISION
CABINET L, SLIDE 27-28

LEWIS P. DYCHES SURVEY
Abstract # 171

LOT 1B
KEVIN MARK HILL and wife,
ANGELA R. HILL
9751915

N 44° 59' 45" E 201.90'
(N 44° 55' 00" E 248.89')

(N 44° 55' 00" E 248.92')
S 44° 59' 00" W 201.76'

LOT 3B
FRANK A. ZAMORANO
and SANDRA ZAMORANO
and FRANCISCO PALACIOS
2007093278

LOT 2B
JAMES R. ARMSTRONG
and wife, SHANNON F. ARMSTRONG
2659/427

S 45° 03' 00" E 204.91'

N 44° 59' 45" E
20.00'

PROPOSED EASEMENT
0.094 AC
4,098 Sq. Ft.

S 44° 59' 00" W
20.00'

N 44° 59' 45" E
27.12'

N 45° 03' 00" W 204.91' PROPOSED R.O.W

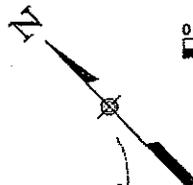
S 44° 59' 00" W
27.13'

EXISTING R.O.W

(N 45° 05' 00" W 204.88')

N 45° 03' 00" W 204.92'

RM 2338



0 25 50
SCALE IN FEET

EXISTING R.O.W

PROPOSED R.O.W

PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG
and wife, SHANNON F. ARMSTRONG



ADDRESS 3778 B. AUSTIN AVENUE GEORGETOWN, TX 75220
PHONE 512.850.5412 FAX 512.850.5415 WEB SITE@STEGEBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

SCALE:
1" = 50'

CSJ:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 13(U)
PLAT 1 OF 2

LEGEND

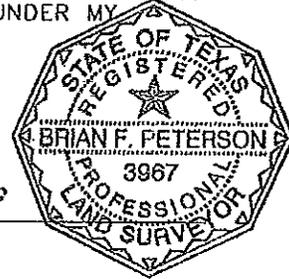
- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.



[Signature]
 4/29/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS

STEGERS BIZZELL

1878 B. ALBERT AVENUE
 GEORGETOWN, TX 75228
 P.O. BOX 512, 800.8112 FAX 817.920.8416
 WWW.STEGERSBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG
 and wife, SHANNON F. ARMSTRONG



SCALE: 1" = 50'
 CSJ: 2211-01-023
 PROJECT: RM 2338
 COUNTY: WILLIAMSON

PARCEL: 13(U)
 PLAT 2 OF 2

Amendment to Pond Springs Road Interlocal Agreement Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Amendment to Pond Springs Road Interlocal Cooperation Agreement City of Austin and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Amendment to Pond Springs Road Interlocal Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 10:49 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield			Started On: 10/29/2009 10:49 AM	

AMENDMENT TO
POND SPRINGS ROAD
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND WILLIAMSON COUNTY

This Amendment to Pond Springs Road Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Williamson County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Parties entered into that certain Interlocal Cooperation Agreement dated March 27, 2009 (the "Agreement") for the development, construction, and funding of improvements to a portion of Pond Springs Road (the "Project"); and

WHEREAS, the Parties presently desire to provide for the adjustment and encasement of certain Austin Water Utility lines located within the Project's right-of-way; and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Austin Water Utility Water & Wastewater Adjustments. The County will provide for the adjustment of Austin Water Utility water and wastewater lines and appurtenances in accordance with the City's standard specifications for such work in the development and construction of the Project, as a component part of the Project and as described in attached and incorporated Exhibit "A".
2. Financial Obligations. For the purposes of this Amendment, the City will provide additional funding in an amount not to exceed \$200,000.00 for the adjustment of Austin Water Utility water and wastewater lines and appurtenances as described herein.
3. Effect of Amendment. This Amendment amends the Agreement to the extent set forth herein. Otherwise, the Agreement is ratified approved and confirmed.
4. Effective Date. This Amendment takes effect upon the last date of due execution of the Agreement by the County and the City.
5. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: 

Name: Robert D. Grosse

Title: Asst. C.F., Williamson Co.
Authorized Representative

Date: 10/22/09

Approved as to Form:


Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

_____, County Judge

Date: _____

Exhibit "A"



Exhibit A – Page 2

Project Scope and Funding

Adjust 27 Wastewater Manholes to Grade;
Adjust 58 water valves to grade.

Waterline and Appurtenances	Estimated Cost \$120,000
Wastewaterline and Appurtenances	<u>Estimated Cost \$80,000</u>
Not to be exceeded cost	\$200,000

\$80,000 from 4570-2307-8431 (GUR Wastewater); \$120,000 from 3960-2207-6374 (GUR Water).

Donation for Memorial Tree planing program in memory of Vernon Cantwell Jr.

Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider accepting a donation of \$100 for Memorial Tree planting in memory of Vernon Ira Matthews Cantwell, Jr., from the Georgetown Running Club.

Background

The Parks Department is in receipt of \$100 donated to the Memorial Tree Program in honor of the memory of Vernon Ira Matthews Cantwell, Jr. His friends from the Georgetown Running Club donated the funds for the tree. An appropriate variety pecan tree will be planted at the Berry Springs Park and Preserve and will be planted this fall during favorable conditions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Gary Boyd	10/26/2009 01:49 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Gary Boyd		Started On: 10/26/2009 01:49 PM		

Discuss & take action on cookie drive for troops for Veterans Day Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss & take action on cookie drive for troops for Veterans Day.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Terri Countess	10/27/2009 03:56 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Terri Countess		Started On: 10/27/2009 03:56 PM		

Small cities park request for Walburg Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Gary Boyd, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on small cities park request for community of Walburg.

Background

The Walburg community through its Walburg Community Center is requesting assistance from the county's Small Cities Park Fund to create and construct a playscape and recreational area in the community. The Walburg Community Center Association is coordinating the project. The request is for \$25,000 to assist in purchasing play equipment and appurtenances.

The playground will be located on property owned by the Community Center (which is close to the town center near the Dale's Essenhouse restaurant). As a match the community has raised and has cash on hand of \$14,550 and has additional pledges of \$7100. In addition a \$5000 Texas Parks and Wildlife Grant is anticipated. The current cost of the playground equipment is \$23,776. With site preparation and improvements the total cost is projected to be approximately \$40,000. The community's match for this recreational area is 54% not including the TPWD grant.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Small Cities grant - Walburg](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Gary Boyd	10/28/2009 08:10 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Gary Boyd		Started On: 10/28/2009 08:10 AM		



Williamson County Small Community Park Grant

APPLICATION FORM

- I. Name and contact information of Entity: address, e-mail, et al
Walburg Community Center, P.O. Box 2, Walburg, TX 78673
- II. Name of person(s) authorized to sign documents on behalf of entity:
G. Candace Bleeke, Box 2, Walburg, TX 78673 314/520-8149
- III. Population or population estimate and citing source:
– Walburg, population 250 (2000 Census)
- IV. Name of project and details about proposed use of funds:
 - a. Name of project: Walburg Community Park
 - b. Provide a detailed description of proposed use of funds: (attached additional pages if necessary)
Plan to seek an Outdoor Recreation Grant from Texas Parks and Wildlife. Project is a playscape and recreational area.
- V. Have you received funds from Williamson County in the past ___yes / ___X_no
 - a. How much & when:
 - b. What were those funds used for:
- VI. Amount of funds requested:
\$25,000–
We plan to submit an Outdoor Recreation Grant from TPWD.
- VII. Amount of matching funds coming from your entity:
(List in detail a breakdown of the funds including in-kind contributions)
Donation of land
Cash on hand - \$14,550
Pledges - \$7100
- VIII. Other possible sources of funds (i.e. grants from other entities)
Small cities grant from TPWD - \$5000
- IX. List other similar public recreational facilities within 10 miles of proposed facility:
 - a. City of Georgetown
 - b.
 - c.
 - d.
- X. Estimated annual cost of maintenance of the facilities:

Contract with Texas State Library for microfilm services Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Nancy Rister, County Clerk
Submitted For: Nancy Rister
Department: County Clerk
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve contract with Texas State Library for microfilm services for archival and disaster backup purposes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TSL Contract 2009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Nancy Rister	10/28/2009 10:41 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Nancy Rister		Started On: 10/28/2009 10:41 AM		

David Gardner ESD appointment Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider appointing David Gardner to the board of ESD #2 for the unexpired term of Kevin Castello which ends Dec. 31, 2009 and for a new two year term beginning Jan. 1, 2010

Background

Commissioner Birkman highly recommends Mr. Gardner to this position. She has personally known Mr. Gardner for approximately twenty years as they have attended the same church that entire time. Mr. Gardner has experience in firefighting and management that will be an asset to the board.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [David Gardner Resume](#)

Link: [David Gardner Resume](#)

Link: [David Gardner Resume](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mary Clark	10/28/2009 04:38 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Mary Clark		Started On: 10/28/2009 04:38 PM		

Dave Gardner

8908 Rustic Cove
Round Rock, TX. 78717
Email: dgardner@austin.rr.com



Personal

Born 1960. Married, 2 children ages 23 and 20.
Lived in Brushy Creek since 1985
Excellent health.
Enjoy golf, music, playing poker, and travelling.

Education

Iowa State University

1980-1984

Bachelor of Science, Computer Engineering

Experience

National Instruments

2008 – Present

Director, International Operations
Research and Development
Austin, TX

Manage four of the International Research and Development centers for National Instruments. Duties include personnel staffing and development, budget, and facilities planning.

National Instruments

1998 – 2008

Director, Application Development Environments
Research and Development
Austin, TX

Managed a team of more than 250 engineers and the production of a several key software products for NI.

Emerson Process Group

1984 – 1998

Austin, TX

Software Engineer and Manager for a leading Process Control Company.

Member of St. Phillips United Methodist Church

1986 – Present

Round Rock, TX

Held various volunteer positions from Chair of the Administrative board to Youth Director to member of the Praise and Worship band.

Volunteer Fire Fighter, Sam Bass Fire Department

1986 – 2000

Round Rock, TX

Held various positions in the department including Fire Fighter, President, and Captain.

Dave Gardner

8908 Rustic Cove
Round Rock, TX. 78717
Email: dgardner@austin.rr.com



Personal

Born 1960. Married, 2 children ages 23 and 20.
Lived in Brushy Creek since 1985
Excellent health.
Enjoy golf, music, playing poker, and travelling.

Education

Iowa State University

1980-1984

Bachelor of Science, Computer Engineering

Experience

National Instruments

2008 – Present

Director, International Operations
Research and Development
Austin, TX

Manage four of the International Research and Development centers for National Instruments. Duties include personnel staffing and development, budget, and facilities planning.

National Instruments

1998 – 2008

Director, Application Development Environments
Research and Development
Austin, TX

Managed a team of more than 250 engineers and the production of a several key software products for NI.

Emerson Process Group

1984 – 1998

Austin, TX

Software Engineer and Manager for a leading Process Control Company.

Member of St. Phillips United Methodist Church

1986 – Present

Round Rock, TX

Held various volunteer positions from Chair of the Administrative board to Youth Director to member of the Praise and Worship band.

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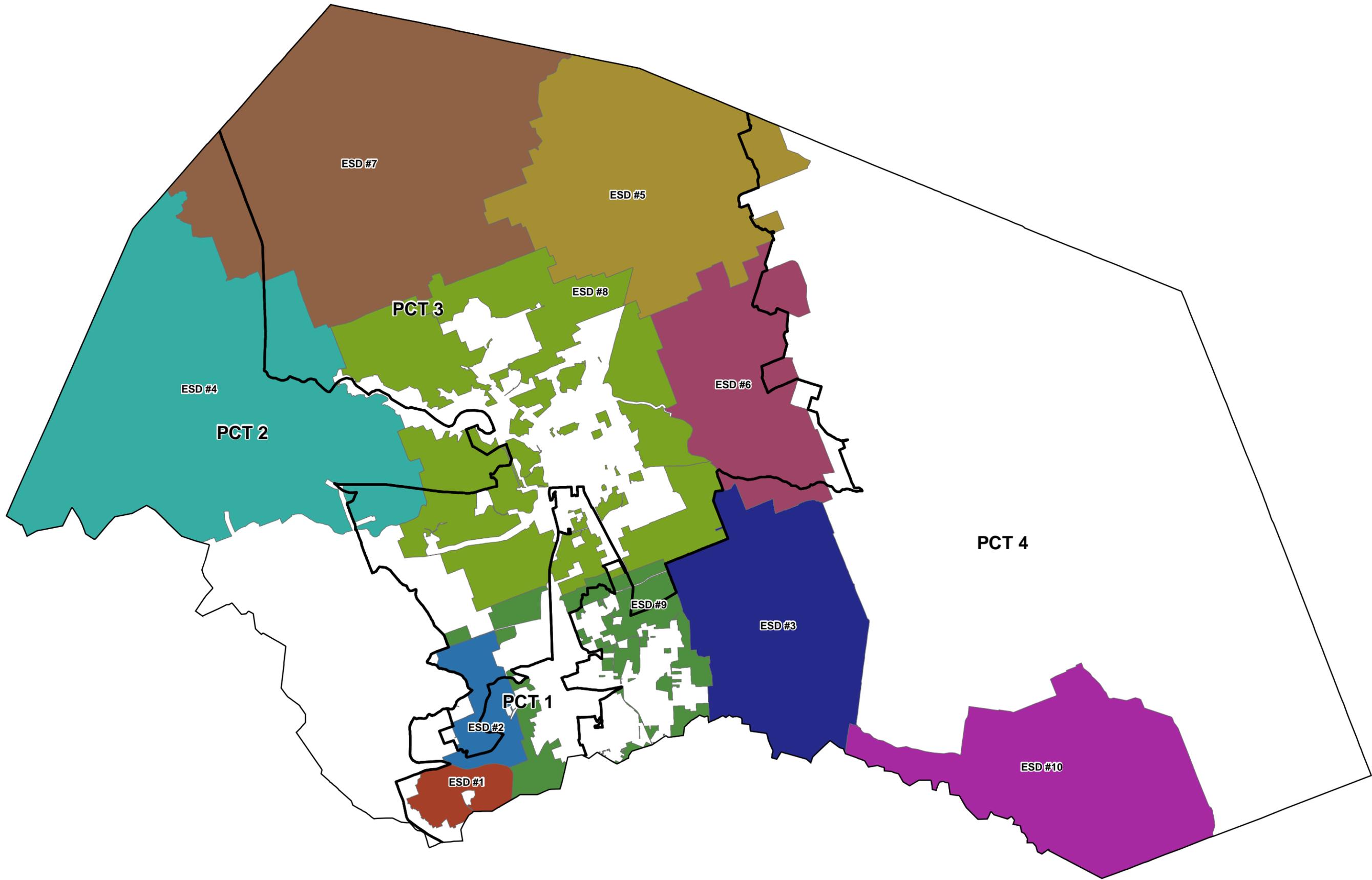
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COUNTY PRECINCTS with ESDs

Williamson County, Texas

5 Miles
5 Kilometers



DISCLAIMER - PLEASE READ:
 This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 3-30-2009
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 GIS Staff
 Williamson County
 301 SE Inner Loop Suite 107
 Georgetown, TX 78627
 Phone: 512-943-1489
 Fax: 512-943-1488
 gs@wilco.org

Jester Williamson County Annex Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mary Clark	10/28/2009 05:01 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Mary Clark		Started On: 10/28/2009 05:01 PM		

CUC-Tyler Agreement Amendment Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Master Software License and Professional Services Agreement, Amendment #1 between Tyler Technologies and the Texas Conference of Urban Counties.

Background

This is amending the original (March 2006) agreement between the CUC and Tyler Technologies for the Court Administration software licensing. The most basic modification deals with the license fee and rebates to the participating counties. The original agreement called for a combined license fee (among all participating counties) of \$12,395,000. Once that amount was attained, any license fees paid by additional counties would be rebated to the original participating counties. There are currently 13 participating counties who have a combined licensing fee of \$10,652,000.

This amendment modifies the combined licensing fee requirement to be the amount currently under contract (\$10,652,000) with an incentive for those counties who have not already paid in full their licensing fees to go ahead and pay those fees by 12/31/2009. If those payments are made, the participating counties will receive a combined \$800,000 in rebates. Additionally, the agreement is extended to 2014 to include discounted licensing and services fees. It also has an incentive that the participating counties will receive an additional \$390,000 in rebates if new participating counties are added totaling \$2,000,000 in licensing fees by 12/31/2010.

In summary, there are currently six counties with outstanding licensing fees (these aren't past due, they are simply scheduled to be paid within their project schedules). Williamson County is already paid in full. If those six counties pay their fees in full by 12/31/09, we will receive the \$800,000 in rebates. Please see the attachments for additional information.

This will require no additional funds by Williamson County or the participating counties.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Amendment](#)

Link: [Resolution Approving Amendment](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

Jay Schade 10/29/2009 07:04 AM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Jay Schade

Started On: 10/29/2009 07:04 AM

TEXAS *Conference of*
Urban Counties

October 23, 2009

Chairman

*Judge
Mike Bradford
Midland County*

Chair Elect

*Commissioner
Mike Cantrell
Dallas County*

Immediate Past Chair

*Judge
Glen Whitley
Tarrant County*

Vice-Chairmen

*Comm. Tommy Adkisson
Bexar County*

*Comm. Sylvia Garcia
Harris County*

*Comm. Andy Meyers
Fort Bend County*

*Comm. Jay Millikin
Comal County*

*Judge J.D. Salinas
Hidalgo County*

Executive Director

Donald Lee

Member Counties

*Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Rockwall ~ San Patricio
Tarrant ~ Travis
Williamson ~ Wise*

To: Judge Gattis, Williamson County
CC: Mr. Jay Schade, Director of Information Technology

From: Charles Gray, TechShare Program Manager

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

The purpose of this memo is to request that Williamson County ratify the amendment to the contract between Texas Conference of Urban Counties and Tyler Technologies making the Odyssey Court Case Management System available to our members.

The contract amendment was adopted by the Urban Counties Board of Directors on Wednesday, September 8, 2009.

Each of the member counties participating in the collaborative project to implement the Odyssey Court Case Management System through the Urban Counties TechShare program must determine whether or not it will ratify the contract amendment.

This letter provides an overview of the business reasons that lead to this amendment and, further, describes the contents of the amendment at a high level.

By ratifying this agreement, Williamson County will continue to realize the benefits from sharing the Odyssey Court Administration System through the Urban Counties TechShare program.

The Urban Counties will provide a detailed briefing for Williamson County upon request.

Action on this item is requested by November 25, 2009. The amendment is included with this letter. Please return a signed copy of the amendment to the Urban Counties by November 25, 2009. If Williamson County decides not to ratify the amendment, please advise the Urban Counties of that decision so that the County's contract can be transferred directly to Tyler Technologies.

The Master Software License and Professional Services Agreement requires that all participating counties ratify any amendment. If Williamson County elects not to ratify the amendment, then none of the participating counties will realize the benefits included in the amendment.

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174

Fax: 512.476.5122

www.cuc.org

Background:

In March 2006, the Urban Counties entered into a contract with Tyler Technologies to provide the option to license and implement a Court Administration System, along with other justice system modules, to the member counties. The contract anticipated that, over a three year period, the Urban Counties could obtain an "enterprise" software license that would provide unlimited use of the Court Administration System for member counties by enrolling a sufficient number of counties to pay the combined enterprise license fee of \$12,395,000.

Over the next three years, the Urban Counties, working closely with Tyler Technologies, enrolled thirteen (13) counties in the contract, with a combined license fee commitment (for the Court Administration System) of \$10,652,500.

In order to continue to offer the Court Administration System to member counties and to extend the collaborative efforts of the participating counties, an amendment to the original contract is needed. Collaborating with Tyler Technologies new contract documents have been developed extending the relationship. The new agreement would be effective if approved by the Urban Counties Board and the participating member counties.

The proposed contract documents have been reviewed with the CIJS Oversight Board whose members recommended adoption by the Urban Counties Board. The Urban Counties Board of Directors approved the contract amendment on September 8, 2009. A summary of the contract changes are presented below.

Contract Amendment Overview:

The process for amending the Master Software License and Professional Services agreement between the Texas Conference of Urban Counties and Tyler Technologies includes two steps:

- Approve Amendment No. 1 to the Master Software License and Professional Services Agreement to provide for additional benefits to the participating counties and to effectively close out the current Tyler contract with the Urban Counties; and
- Replace the Master Software License and Professional Services Agreement with a new Master Agreement that provides the member counties with the continued opportunity to acquire the Court Administration System and other optional modules from Tyler Technologies through December 2014 at significant cost savings.

This approach resolves the issues with the current agreement and allows the TechShare program to continue the collaborative effort with Tyler Technologies that has delivered significant value and savings to the participating counties. The elements of each step of the project are outlined below:

Approve Amendment No. 1 to the Master Software License and Professional Services Agreement:

- Resolves Urban Counties/Tyler issues regarding license fee payment by eliminating the enterprise license fee.
- Requires that pending license fees for participating counties be paid through the Urban Counties by the end of December 2009.
- If all pending license fees are paid by the end of December 2009, provides a license fee rebate in the amount of \$800,000 to be distributed to participating counties by the Urban Counties.
- Continues current implementation projects for the thirteen (13) participating counties with no increase in cost.
- Provides Tyler with a twelve percent (12%) increase in hourly services rates for any change orders or new projects executed for the thirteen (13) participating counties, effective immediately.
- Continues the current Software Maintenance agreement terms for the participating counties at the same low rate of 16% of license fees, saving the counties about 25% over the industry standard maintenance fee rates of 22 to 24% of license fees.
- Provides the option for the participating counties to expand Software Maintenance services to include expanded help desk coverage through an incremental increase in annual software maintenance fees.
- Continues administration and payment of Software Maintenance services through the Urban Counties so counties can leverage their collaborative purchasing structure.
- Provides for the completion of all approved enterprise modifications up to the contract value of \$661,986, providing almost \$2 million in value to participating counties.
- Closes out the current contract on December 31, 2009 while recognizing that some contract commitments, such as ongoing implementation projects and maintenance contracts, survive the termination of the agreement.

New Master Agreement:

- Provides the Urban Counties members who have not already elected to participate in the program with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks at a discounted license fee of approximately 10% through December 31, 2010.
- Provides all counties in Texas with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks through the Urban Counties through December 31, 2014.

- Provides an additional license fee rebate of \$390,000 if the participating county license fees are expanded by a minimum of \$2 million by the end of December 2010. The rebate would be paid to the Urban Counties to be distributed to the participating member counties.
- Provides Software Maintenance Services, including expanded Help Desk and Software Assurance Services, at discounted fees for all participating counties. Basic maintenance would be offered at a 25% savings by establishing the maintenance fees at 16% of licenses fee instead of the industry standards of 22 to 24%.
- Expands the enterprise modification program so participating counties can continue to obtain software enhancements at a rate discounted by at least 15%, with costs shared by all participants, resulting in continued savings through collaboration.
- Continues administration and payment of for Software Maintenance services through the Urban Counties.
- Structures the parties' contractual relationship in a manner that is more customary in the software development and sales marketplace through the use of a more traditional reseller agreement

Recommended Resolution:

Each participating county is asked to adopt the Amendment Number 1 to the Master Software License and Professional Services Agreement with the following understandings. Amendment No. 1:

1. Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
2. Provides existing participating counties a right to an \$800,000 rebate if all license fees due by existing participants are paid by December 31, 2009;
3. Provides for an additional \$390,000 rebate if an additional \$2,000,000 in license fees are paid by new participating counties before the end of 2010;
4. Does not increase the potential costs to current participants nor affect their rights to use and have implemented what they have currently contracted for;
5. Provides counties that are not currently participating the opportunity to do so thru 2014;
6. Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
7. Continues the existing 16% of license fees maintenance fee cost for participating counties;
8. Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and

9. Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

Please do not hesitate to contact me if I can be of assistance on this or any other matter. Copies of the original contract materials are available upon request.

Enclosure: Master Software License and Professional Services Agreement Amendment No. 1

**Master Software License and Professional Services Agreement
Amendment No. 1**

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on March 14, 2006, Software Provider and the CUC entered into that certain Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Software Provider agreed to grant to the CUC a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, pursuant to Section 25.7 of the Agreement, Software Provider and the CUC desire to amend the terms of the Agreement to provide for the following, among other things: (a) the license grant to the CUC for the sole purpose of sublicensing the Licensed Property shall be limited to sublicensing the Licensed Property to the thirteen Participating Member Counties (defined in this Amendment); (b) the License Fee associated with such license shall be reduced to \$10,757,500 and shall be due and payable as set forth in this Amendment; (c) the Term of the Agreement shall expire on December 31, 2009; and (d) the Participating Member Counties shall contract directly with Software Provider for maintenance and support services related to the Licensed Property, all as more particularly described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. The following definitions hereby supersede and replace the definitions contained in the Agreement:
 - a. License Fee means \$10,757,500 made payable in various payments pursuant to Section 4.1;
 - b. Participating Member Counties means: (i) Collin County, Texas; (ii) Fort Bend County, Texas; (iii) Gregg County, Texas; (iv) Tarrant County, Texas; (v) Denton County, Texas; (vi) Grayson County, Texas; (vii) Guadalupe County, Texas; (viii) Williamson County, Texas; (ix) Galveston County, Texas; (x) Hidalgo County, Texas; (xi) Nueces County, Texas; (xii) Cameron County, Texas; and (xiii) San Patricio County, Texas. No other Member County shall have the right to become a Participating Member County under the terms of the Agreement.
 - c. Price List means the license fees and maintenance fees associated with each Participating Member County as set forth in Schedule A to this Amendment.

d. Standard Maintenance Agreement means Software Provider's standard maintenance and support services agreement to be executed by Software Provider and each Participating Member County. Each Participating Member County shall have the option of purchasing "Tier 1 Support" or "Tier 2 Support", as defined in the Standard Maintenance Agreement.

e. Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

f. Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by Participating Member County technical staff.

g. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Relationship with Participating Member Counties. The Agreement is hereby amended by deleting Section 2.4(b) in its entirety and replacing it with the following:

"(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without CUC participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, and the invoicing and payment of all related maintenance fees shall occur between Software Provider and each respective Participating Member County."

3. License Fee. The Agreement is hereby amended by deleting Section 4.1 in its entirety and replacing it with the following:

"4.1 License Fee. The License Fee is \$10,652,500. As of the Effective Date of this Amendment, the parties acknowledge and agree that the CUC has paid \$ _____ of the License Fee, which shall be allocated among the Participating Member Counties as set forth on Schedule B to this Amendment. The remaining License Fee shall be due and payable as follows:

<u>Payment Date</u>	<u>Amount to be Paid</u>
12/31/2009	\$2,185,750

Software Provider shall invoice the CUC thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the CUC shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the CUC on each such Payment Date. In the event that the CUC timely pays the License Fee in full by December 31, 2009, Tyler shall remit to the CUC a one-time incentive bonus in the amount of \$800,000. Upon the CUC's timely payment of the License Fee in full, the foregoing licenses shall become irrevocable as set forth in Section 3.2 of this Agreement. If the licenses are revoked by Software Provider because of the CUC's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense using the procedure set forth in Section 3.8 of this Agreement."

4. Invoice and Payment. Section 4.4 of the Agreement is hereby amended by deleting the following sentence in its entirety:

"Software Provider shall invoice the CUC for maintenance fees in accordance with the terms of the Standard Maintenance Agreement."

5. Implementation Services. The Agreement is hereby amended by adding the following sentence to the end of Section 5.4:

"Software Provider shall continue to deliver implementation and other services as set forth in any previously approved Implementation Plan, without regard to any expiration of the Term of this Agreement provided, however, that such continuation of delivery does not relieve any Participating Member County from its obligation to pay for software licenses and services as set forth in this Agreement. Software Provider's hourly service rates for implementation and other services included in any existing approved Implementation Plan shall be as set forth for the hours in such Implementation Plan. Software Provider's hourly service rates for implementation and other services quoted in a new Budget Proposal or Change Order to an existing implementation plan hereunder shall be according to Software Provider's then current published annual rates as set forth in Schedule C and as may be amended annually by Software Provider."

6. Maintenance and Support Agreement. The Agreement is hereby amended by deleting Section 11.1 in its entirety and replacing it with the following:

"11.1 Maintenance and Support Agreement. Each Participating Member County shall execute its own respective Standard Maintenance Agreement, which shall be between Software Provider and the Participating Member County. Such Standard Maintenance Agreement shall provide that the Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date of Participating Member County's Standard Maintenance Agreement previously executed with Software Provider and the CUC, after which time the fees may be adjusted to the level of the then current standard

Maintenance and Support Fees. At each Participating Member County's election, the Standard Maintenance Agreement shall provide either "Tier 1 Support" or "Tier 2 Support". Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of the executed Standard Maintenance Agreement, and the applicable maintenance fees shall be collected from Participating Member County as set forth below:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year."

7. Term. The Agreement is hereby amended by deleting Section 22.1 in its entirety and replacing it with the following:

"22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2009; (b) each Participating

Member County reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term")."

8. **Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment.** To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Governing Law.** Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC. TYLER TECHNOLOGIES, INC.

By: 
Name: Donald Lee
Title: Executive Director
Date: 10/16, 2009

By: _____
Name: _____
Title: _____
Date: _____, 2009

Williamson County

By: _____
Name: _____
Title: _____
Date: _____, 2009

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "A"
Price List

County	County Enterprise Pricing	Initial Case Type	Second Case Type	Support Init. Case Type	Support Second Case Type	Support Both Case Types
Tarrant (Note1)	2,000,000	1,387,500	612,500	194,250	87,500	250,000
Hidalgo	1,050,000	682,500	367,500	126,750	68,250	195,000
Collin	1,050,000	682,500	367,500	110,500	59,500	170,000
Denton	945,000	N/A	N/A	N/A	N/A	170,000
Fort Bend	875,000	568,750	306,250	91,000	49,000	140,000
Cameron	875,000	568,750	306,250	91,000	49,000	140,000
Nueces	875,000	568,750	306,250	91,000	49,000	140,000
Galveston	875,000	568,750	306,250	84,500	45,500	130,000
Williamson	700,000	568,750	306,250	91,000	49,000	140,000
Grayson	410,000	N/A	N/A	N/A	N/A	105,000
Gregg	630,000	409,500	220,500	68,250	36,750	105,000
Guadalupe	490,000	318,500	171,500	45,500	24,500	70,000
San Patricio	490,000	318,500	171,500	45,500	24,500	70,000

Note 1. Tarrant County's "Initial Case Type" License Fee reflects an increase of \$250,000 and a proportional Annual Maintenance and Support Fee increase of \$31,750. This "Initial Case Type" license covers all case types and case manager lines of business, except adult criminal, including the components the Law Enforcement RMS module necessary to perform and manage civil paper service.

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "B"

Allocation of License Fees Paid by CUC as of Effective Date

County	Enterprise License Fee	License Fee Paid as of Effective Date	Remaining License Fee Payments Due
Tarrant	\$1,387,500	\$1,137,500	\$250,000
Hidalgo	\$1,050,000	\$341,250	\$708,750
Collin	\$1,050,000	\$1,050,000	\$0
Denton	\$945,000	\$945,000	\$0
Fort Bend	\$875,000	\$875,000	\$0
Cameron	\$875,000	\$525,000	\$350,000
Nueces	\$875,000	\$390,000	\$485,000
Galveston	\$875,000	\$875,000	0
Williamson	\$700,000	\$700,000	\$0
Grayson	\$410,000	\$410,000	\$0
Gregg	\$630,000	\$630,000	\$0
Guadalupe	\$490,000	\$294,000	\$196,000
San Patricio	\$490,000	\$294,000	\$196,000
Totals	\$10,652,500	\$7,735,250	\$2,185,750

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "C"
2009 Implementation Services Hourly Rates

Project Management	\$160.00 per hour
Technical Services	\$149.00 per hour
Training Services	\$138.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY THAT:

1. Amendment Number 1 to the Master Software License and Professional Services Agreement is approved and the Williamson County Judge is authorized to sign the Amendment on behalf of Williamson County.
2. **Approval of Recitals as Findings of Fact.** The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact.
3. **Open Meeting Act.** It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Ch. 551, Texas Government Code.
4. **Effective Date.** This Order shall be effective on the date of its adoption, as reflected below.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2009, by a vote of _____ in favor and _____ against, _____ abstaining.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 1).

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Benford Part 1](#)

Form Routing/Status

Form Started By: Wendy Started On: 10/30/2009 09:45
Coco AM
Final Approval Date: 10/30/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.167 acre, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1); and

A waterline easement interest in and across all of that certain 0.078 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31WE, part 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 and fixtures situated on and attached to the Property described in Exhibit "A" herein, 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 shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

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 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

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 knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Georgetown Title Company on or before October 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "B", free and clear of any 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.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, 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
- (3) 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 and additional compensation.

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 respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

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

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

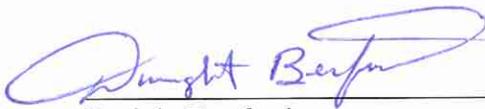
9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

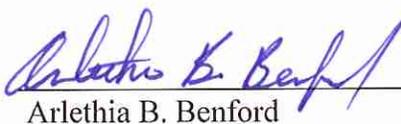
SELLER:



Dwight Benford

Date: 10-21-09

Address: _____



Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part I
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART I

BEING, 0.167 of an acre (7,252 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot A of the Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1,2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas; said land being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607949 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on, or near, the of Southwest line of the Frederick Foy Survey Abstract No. 229, being the Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, marking the Northwest corner of the above-referenced Lot A, being the Northeast corner of that certain tract of land called, 1.781 acres, as conveyed to M & H Machine & Welding, Inc., by deed recorded as Document No. 9525834 of the Official Records of Williamson County, Texas;

THENCE, along, or near, the said Southwest line of the Frederick Foy Survey, Abstract No. 229, and the said Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, being the West line of the said Lot A and the East line of the said 1.781 Acre M & H Machine & Welding Inc. tract, S 19°24'00" E, 233.78 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 63.23 feet left of station 450+79.01, for the Northwest corner and Point of BEGINNING hereof;

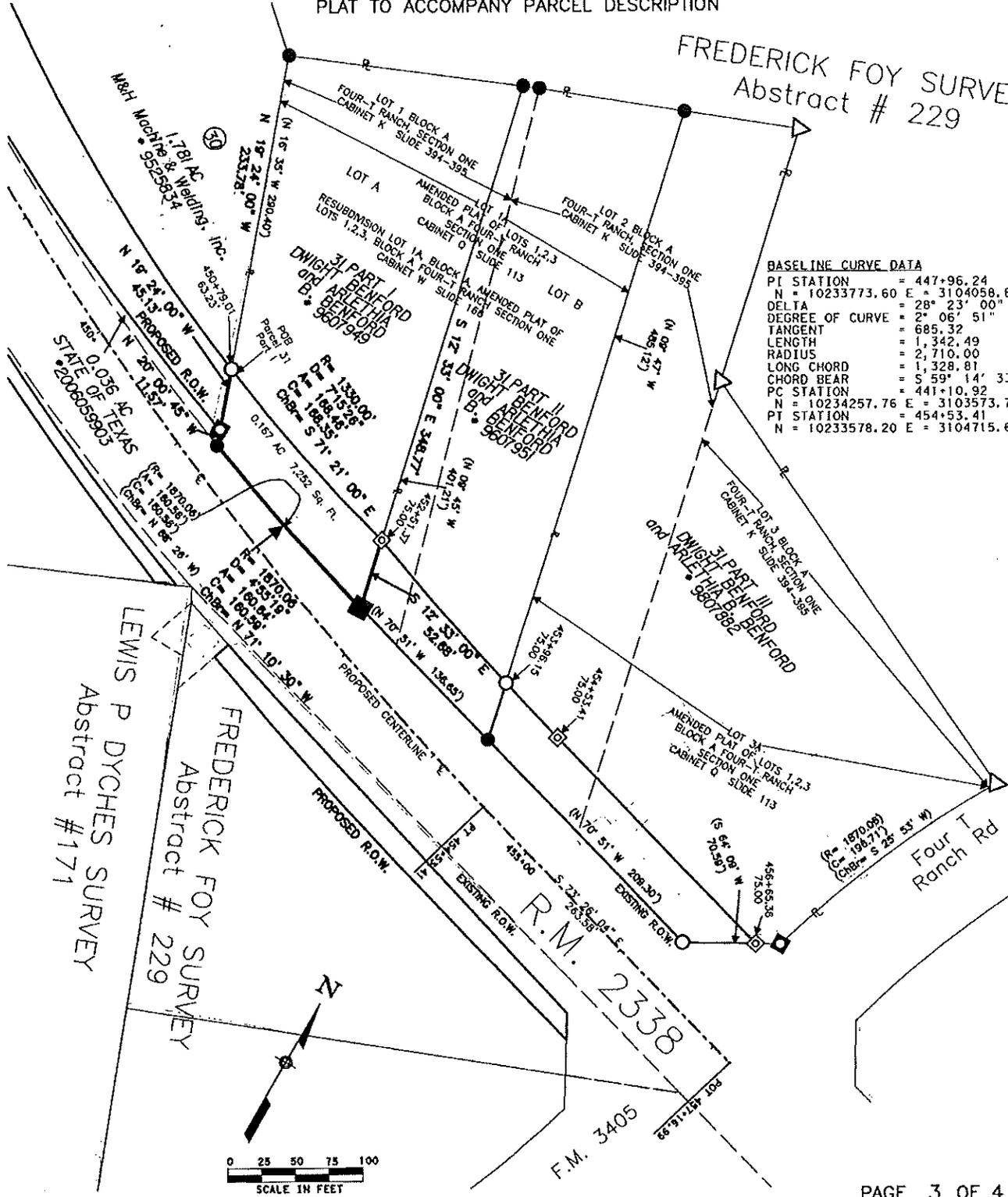
- 1) THENCE, along the said proposed North line of RM 2338 along a curve to the left having a radius of 1,330.00 feet, a Central Angle of 7°15'26" and Long Chord bears S 71°21'00" E, 168.35 feet, an arc distance of 168.46 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the East line of the said Lot A, being the West line of Lot B of the said Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, for the Northeast corner hereof;
- 2) THENCE, S 12°33'00" E, 52.68 feet to a TxDOT Type I Concrete Marker found on the existing North line of RM 2338, marking the Southeast corner of the said Lot A and the Southwest corner of the said Lot B, for the Southeast corner hereof;

PLAT TO ACCOMPANY PARCEL DESCRIPTION

FREDERICK FOY SURVEY
Abstract # 229

BASELINE CURVE DATA

PI STATION	= 447+96.24
N	= 10233773.60 E = 3104058.80
DELTA	= 28° 23' 00" (LT)
DEGREE OF CURVE	= 2° 06' 51"
TANGENT	= 685.32
LENGTH	= 1,342.49
RADIUS	= 2,710.00
LONG CHORD	= 1,328.81
CHORD BEAR	= S 59° 14' 33" E
PC STATION	= 441+10.92
N	= 10234257.76 E = 3103573.78
PT STATION	= 454+53.41
N	= 10233578.20 E = 3104715.68



LEWIS P DYCHES SURVEY
Abstract # 171

FREDERICK FOY SURVEY
Abstract # 229

STEGER BIZZELL

1705 B ALSTON AVENUE
FELLSBORO, NC 27534
919-888-8810
STEGERBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
**DWIGHT BENFORD
and wife, ARLETHIA B. BENFORD**

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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Texas Department of Transportation
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**PARCEL: 31 PART I
Plat 1 of 2**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:
 ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

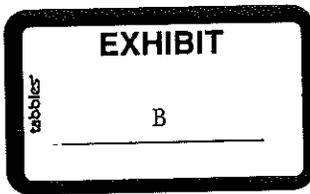
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
 3/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



<p>STEGER BIZZELL</p> <p>4100 W. ALBERT AVENUE FALGOUTH TX 75743 817-291-1117 www.stegerbizzell.com</p>	PARCEL PLAT SHOWING PROPERTY OF: DWIGHT BENFORD and wife, ARLETHIA B. BENFORD			<p>Texas Department of Transportation © 2008 by Texas Department of Transportation All Rights Reserved.</p>
	SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.078 ACRE SITUATED IN
FREDRICK FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.078 ACRE (3,418 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT A, BLOCK A, RESUBDIVISION OF LOT 1A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET W, SLIDE 166 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and the west line of said Lot A, same being the east line of a called 1.781 acres tract as described in a General Warranty Deed to M & H Machine & Welding, Inc., and recorded in Document No. 1995025834 of the Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line of the 1.781 acres tract, for the northeast corner of a called 0.037 acre tract as described in a Deed to the State of Texas and recorded in Document No. 2006070169 of said Official Public Records of Williamson County, Texas, bears S19°23'57"E a distance of 45.13 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot A and said east line of the 1.781 acres tract, N19°23'57"W a distance of 26.94 feet;

THENCE leaving said west line of Lot A and said east line of the 1.781 acres tract, crossing said Lot A, with the arc of a curve to the left a distance of 173.38 feet, said curve having a radius of 1310.00 feet, a central angle of 07°34'59", and a chord bearing S70°43'41"E a distance of 173.26 feet to a point in the east line of said Lot A, same being the west line of Lot B, Block A, said Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One;

THENCE with said east line of Lot A and said west line of Lot B, S12°32'56"E a distance of 22.61 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line Lot B, for a non-tangent point of curvature in said proposed northeast right-of-way line of R.M. 2338;

THENCE leaving said east line of Lot A and said west line of Lot B, crossing said Lot A, with said proposed northeast right-of-way line of R.M. 2338 and with the arc of a curve to the right a distance of 168.46 feet, said curve having a radius of 1330.00 feet, a central angle of 07°15'26", and a chord bearing N71°20'55"W a distance of 168.35 feet to said **POINT OF BEGINNING** and containing 0.078 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

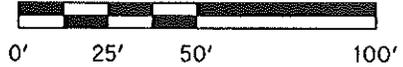
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 1-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TX00"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - ▭ D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

RESUBDIVISION OF LOT 1A, BLOCK A,
AMENDED PLAT OF LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. W, SLIDE 166
P.R.W.C.T.

FREDRICK FOY SURVEY,
ABSTRACT NO. 229

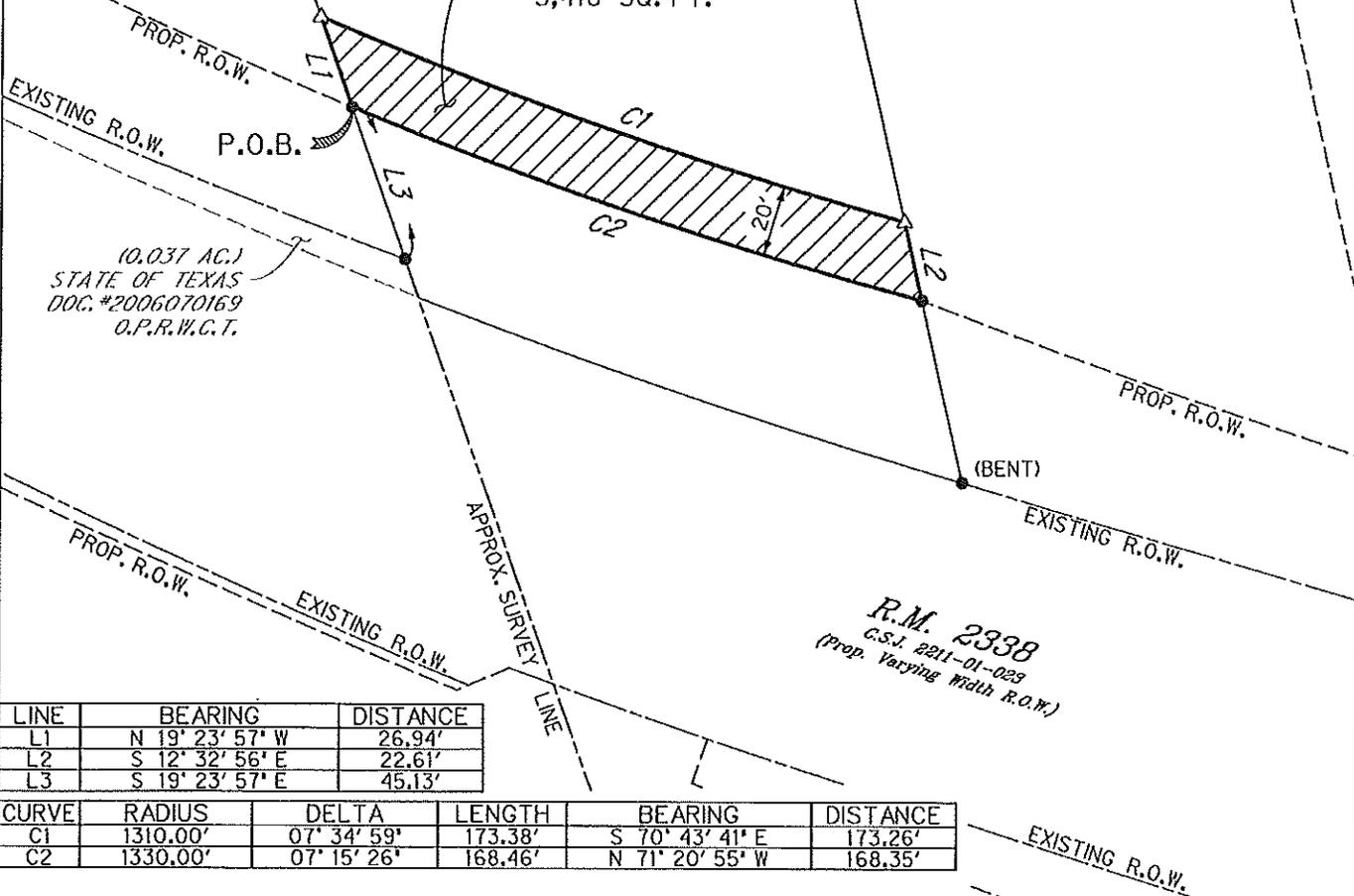
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

M & H MACHINE & REPAIRATION
CORPORATION
1,781 AC. WELDING, INC.,
1781 AC. WELDING, INC.,
CORPORATION
1995025834
DOC. # 1995025834
O.P.R.W.C.T.

LOT A

LOT B

PROPOSED WATER
LINE ESMT.
0.078 AC.
3,418 SQ. FT.



10.037 AC.)
STATE OF TEXAS
DOC. #2006070169
O.P.R.W.C.T.

R.M. 2338
C.S. 1. 2211-01-029
(Prop. Varying Width R.O.W.)

LINE	BEARING	DISTANCE
L1	N 19° 23' 57" W	26.94'
L2	S 12° 32' 56" E	22.61'
L3	S 19° 23' 57" E	45.13'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1310.00'	07° 34' 59"	173.38'	S 70° 43' 41" E	173.26'
C2	1330.00'	07° 15' 26"	168.46'	N 71° 20' 55" W	168.35'

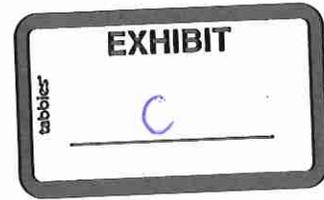
1:58:15 PM 10/16/2009 I:\260000\26424\CADD\Survey\3301-15(31)-REV-26424.dwg part 1
 AUS/ZW...R2200_8-5x11.plt

HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78769-5358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 31 - PART 1
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 10/16/2009	ACCOMPANYING FILE NAME: SV-LD-P31-PART 1-26424.doc	SKETCH BY: KKH
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3,418 SQUARE FEET
~ 0.078 ACRE
SITUATED IN THE
FREDRICK FOY SURVEY,
ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS



SPECIAL WARRANTY DEED
RM 2338 Right of Way

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DWIGHT BENFORD and ARLETHIA B. BENFORD, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels 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 0.167 acre tract of land, more or less, being out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

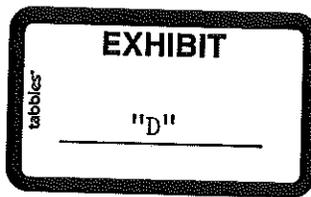
This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford



WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

DATE: _____, 2009

GRANTOR: DWIGHT BENFORD AND ARLETHA B. BENFORD

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

Approximately 0.078 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 2).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Benford Part 2](#)

Form Routing/Status

Form Started By: Wendy Coco Started On: 10/30/2009 09:47 AM
Final Approval Date: 10/30/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.131 acre, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 2); and

A waterline easement interest in and across all of that certain 0.065 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31WE, part 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 and fixtures situated on and attached to the Property described in Exhibit "A" herein, 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 shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

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 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

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 knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Georgetown Title Company on or before October 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "B", free and clear of any 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.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, 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
- (3) 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 and additional compensation.

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 respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

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

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:

Dwight A. Benford
Dwight Benford

Date: 10-21-09

Address: _____

Arlethia B. Benford
Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part II
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART II

BEING, 0.131 of an acre (5,703 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas; said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above referenced Lot B, being the Northwest corner of that certain Lot 3A of the Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas;

THENCE, along the East line of the said Lot B, being the West line of the said Lot 3A, S 12°33'30" E, 440.60 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 75.00 feet left of station 453+96.15, for the Northeast corner and Point of BEGINNING hereof;

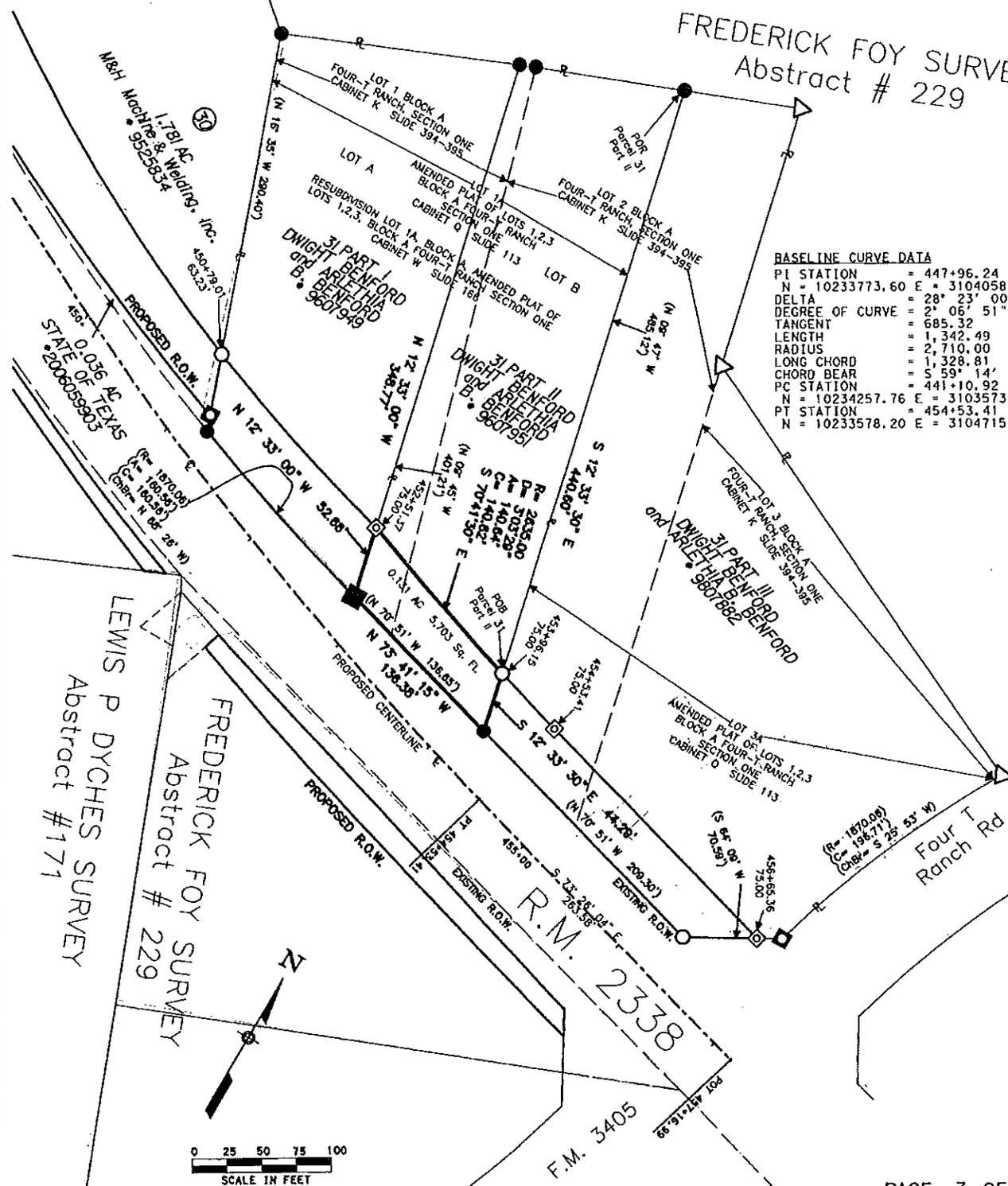
- 1) THENCE, S 12°33'30"E, 44.29 feet to an iron pin found on the existing North line of RM 2338, marking the Southeast corner of the said Lot B, being the Southwest corner of that said Lot 3A, for the Southeast corner hereof;
- 2) THENCE, along the said existing North line of RM 2338, N 73°41'15"W 136.38 feet to a TxDOT Type I Concrete Marker found marking the Southwest corner of the said Lot B, being the Southeast corner of that certain Lot A of the said Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, said Lot A being a portion of that certain tract of land conveyed to Dwight Benford and Arlethia B.

PLAT TO ACCOMPANY PARCEL DESCRIPTION

FREDERICK FOY SURVEY
Abstract # 229

BASELINE CURVE DATA

PI STATION = 447+96.24
 N = 10233773.60 E = 3104058.80
 DELTA = 28° 23' 00" (LT)
 DEGREE OF CURVE = 2° 05' 51"
 TANGENT = 685.32
 LENGTH = 1,342.49
 RADIUS = 2,710.00
 LONG CHORD = 1,328.81
 CHORD BEAR = S 59° 14' 33" E
 PC STATION = 441+10.92
 N = 10234257.76 E = 3103573.78
 PT STATION = 454+53.41
 N = 10233578.20 E = 3104715.68



STEGER BIZZELL

1976 S. ALSTON AVENUE DECEMBER 19, 1976
 SUITE 200 DALLAS, TEXAS 75244 972-441-1111
 WWW.STEBIZ.COM

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BENFORD
 and wife, **ARLETHIA B. BENFORD**

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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Texas Department of Transportation
 © 2008 by Texas Department of Transportation
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PARCEL: 31 PART II
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:
 ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

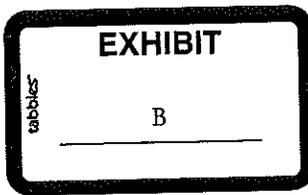
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.


 3/18/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



 <small>1070 E. ALBERT AVENUE DALLAS, TEXAS 75215 (214) 343-1111 WWW.STEGERBIZZELL.COM</small>	PARCEL PLAT SHOWING PROPERTY OF: DWIGHT BENFORD and wife, ARLETHIA B. BENFORD	 <small>Texas Department of Transportation © 2005 by Texas Department of Transportation All rights reserved.</small>		
<small>SCALE:</small> 1" = 100'	<small>CSJ #:</small> 2211-01-023	<small>PROJECT:</small> RM 2338	<small>COUNTY:</small> WILLIAMSON	PARCEL: 31 PART II Plat 2 of 2



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.065 ACRE SITUATED IN
FREDRICK FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.065 ACRE (2,813 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT B, BLOCK A, RESUBDIVISION OF LOT 1A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET W, SLIDE 166 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the west line of said Lot B, same being the east line of Lot A, Block A, said Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One, and also being a non-tangent point of curvature in the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and from which a 1/2-inch iron rod found in the existing northeast right-of-way line of R.M. 2338, a varying width right-of-way, for the southwest corner of said Lot B and the southeast corner of said Lot A, bears $S12^{\circ}32'56''E$ a distance of 52.68 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot B and said east line Lot A, $N12^{\circ}32'56''W$ a distance of 22.61 feet;

THENCE leaving said west line of Lot B and said east line of Lot A, crossing said Lot B, the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 11.48 feet, said curve having a radius of 1310.00 feet, a central angle of $00^{\circ}30'07''$, and a chord bearing $S74^{\circ}46'14''E$ a distance of 11.48 feet to non-tangent point of curvature to the left, and
2. with the arc of said curve to the left a distance of 129.00 feet, said curve having a radius of 2615.00 feet, a central angle of $02^{\circ}49'35''$, and a chord bearing $S70^{\circ}33'13''E$ a distance of 128.99 feet to point in the east line of said Lot B, same being the west line of Lot 3A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One, a subdivision according to the plat of record in Cabinet Q, Slide 113 of the Plat Records of Williamson County, Texas;

THENCE with said east line of Lot B and said west line Lot 3A, $S12^{\circ}34'25''E$ a distance of 23.21 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the

intersection of said proposed northeast right-of-way line of R.M. 2338 and said west line of Lot B and said east line of Lot 3A;

THENCE leaving said east line of Lot B and said west line of Lot 3A, crossing said Lot B, with said proposed northeast right-of-way line of R.M. 2338 and with the arc of a curve to the right a distance of 140.78 feet, said curve having a radius of 2635.00 feet, a central angle of 03°03'40", and a chord bearing N70°41'36"W a distance of 140.76 feet to said **POINT OF BEGINNING** and containing 0.065 acre.

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

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

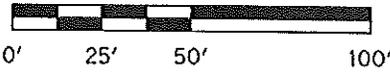


[Handwritten Signature] 10/16/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 3-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TXDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

RESUBDIVISION OF LOT 1A, BLOCK A,
AMENDED PLAT OF LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. W, SLIDE 166
P.R.W.C.T.

AMENDED PLAT OF
LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. Q, SLIDE 113
P.R.W.C.T.

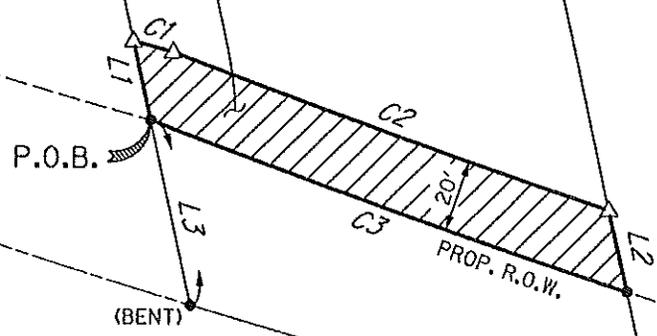
LOT A

BLOCK 'A'

LOT B

3A
BLOCK 'A'

PROPOSED WATER
LINE ESMT.
0.065 AC.
2,813 SQ. FT.



LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

FREDRICK FOY SURVEY,
ABSTRACT NO. 229

R.M. 2338
C.S.I. 2211-01-029
(Prop. Varying Width R.O.W.)

LINE	BEARING	DISTANCE
L1	N 12° 32' 56" W	22.61'
L2	S 12° 34' 25" E	23.21'
L3	S 12° 32' 56" E	52.68'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1310.00'	00° 30' 07"	11.48'	S 74° 46' 14" E	11.48'
C2	2615.00'	02° 49' 35"	129.00'	S 70° 33' 13" E	128.99'
C3	2635.00'	03° 03' 40"	140.78'	N 70° 41' 36" W	140.76'

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 31 - PART 2
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 10/16/2009	ACCOMPANYING FILE NAME: SV-LD-P31--PART 2-26424.doc	SKETCH BY: KKH
---------------------	---------------------	--	-------------------

2,813 SQUARE FEET
~ 0.065 ACRE
SITUATED IN THE
FREDRICK FOY SURVEY,
ABSTRACT NO. 229
WILLAMSON COUNTY, TEXAS

1:54:00 P:\612408\HALFF 1:\260002\26424\CADD\Survey\301--S(31)--REV--26424.dwg part 2 10/16/2009

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

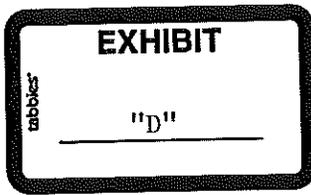
This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford



WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

DATE: _____, 2009

GRANTOR: DWIGHT BENFORD AND ARLETHA B. BENFORD

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

Approximately 0.065 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Commissioners Court - Regular Session

Date: 11/03/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 3).

Background**Fiscal Impact**

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

Attachments

Link: [Benford Part 3](#)

Form Routing/Status

Form Started By: Wendy Started On: 10/30/2009 09:51
Coco AM
Final Approval Date: 10/30/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.208 acre tracts of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibits "A" attached hereto and incorporated herein (Parcel 31, part 3); and

An electric easement interest in and across all of that certain 0.135 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31EE); and

A waterline easement interest in and across all of that certain 0.129 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (Parcel 31WE, part 3).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00).

2.01.1. Purchaser shall pay the additional amount of SEVENTY FIVE THOUSAND and 00/100 Dollars (\$75,000.00) as compensation for the purchase or replacement of any improvements or fencing on the Property.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As additional compensation for purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a sixteen (16) foot wide concrete driveway connection with fifteen (15) foot radii between the proposed RM 2338 roadway improvements and the remaining property of Seller. The driveway reconnection and appurtenant culvert and drainage elevations will be constructed as part of the RM 2338 construction project, and shall be located at approximately Station 455+35 of the project and shall otherwise be constructed in substantial compliance with any notes or specifications as shown on the plan sheet attached hereto at Exhibit "D". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

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 knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Georgetown Title Company on or before October 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Electric Utility Easement conveying such interest in and across the portion of the Property described in Exhibit "B", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "C", free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The electric easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, 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
- (3) 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 and additional compensation.

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 respectively.

**ARTICLE VI
ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

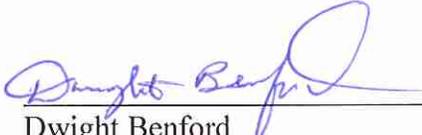
9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

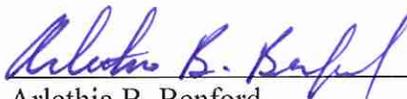
SELLER:



Dwight Benford

Date: 10-21-09

Address: _____



Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part III
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART III

BEING, 0.208 of an acre (9,042 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot 3A of the Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the Northwest corner of the above referenced Lot 3A, being the most northerly corner of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas, said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Public Records of Williamson County, Texas;

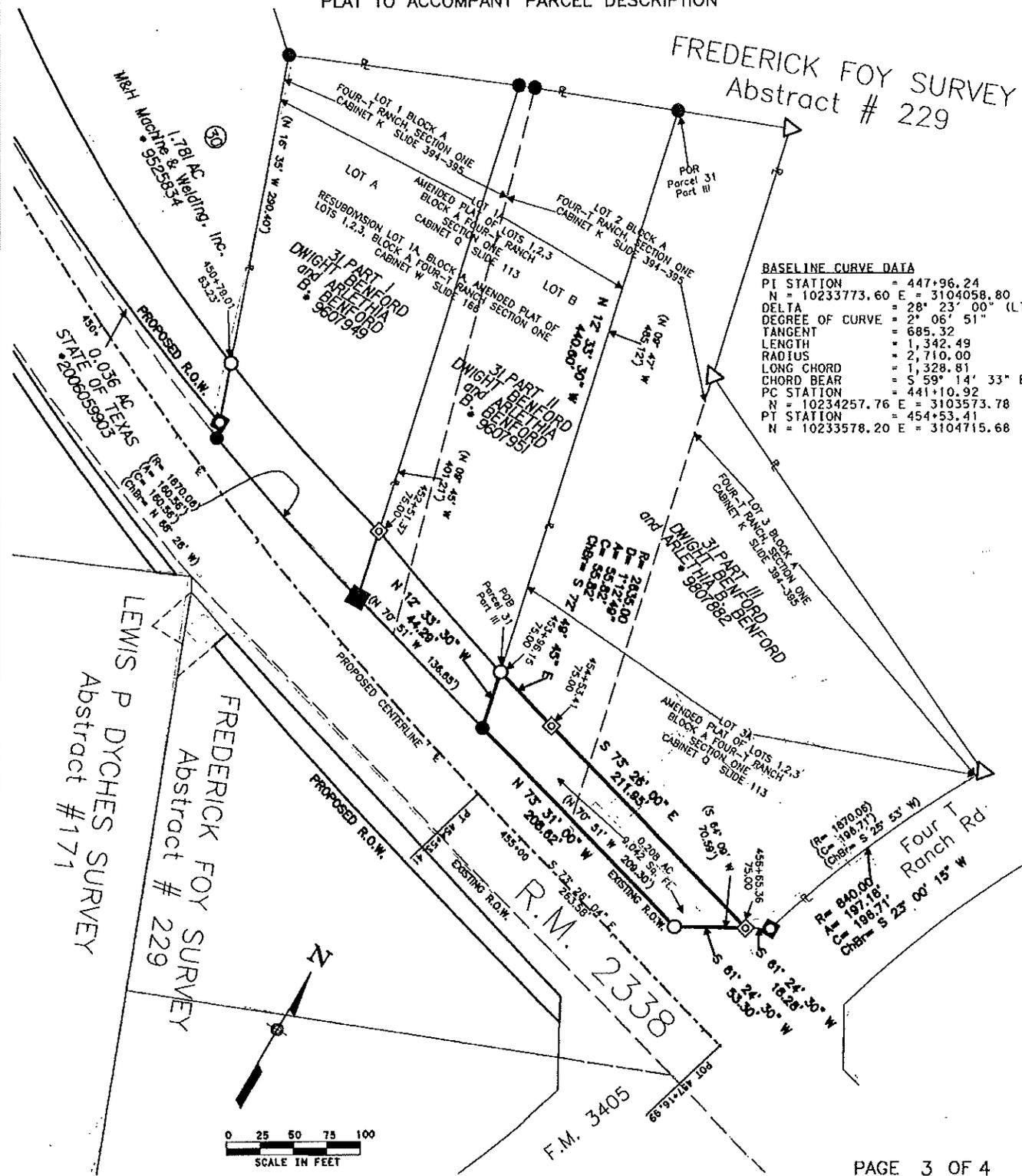
THENCE, along the West line of the said Lot 3A, being the East line of the said Lot B, S 12°33'30" E, 440.60 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 75.00 feet left of station 453+96.15, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed North line of RM 2338 along a curve to the left having a radius of 2,635.00 feet, a Central Angle of 1°12'49" and Long Chord bears S 72°49'45" E, 55.82 feet, an arc distance of 55.82 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 2) And S 73°26'00" E, 211.95 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on

PLAT TO ACCOMPANY PARCEL DESCRIPTION

FREDERICK FOY SURVEY
Abstract # 229

BASILINE CURVE DATA
 PI STATION = 447+96.24
 N = 10233773.60 E = 3104058.80
 DELTA = 28° 23' 00" (LT)
 DEGREE OF CURVE = 2° 06' 51"
 TANGENT = 685.32
 LENGTH = 1,342.49
 RADIUS = 2,710.00
 LONG CHORD = 1,328.81
 CHORD BEAR = S 59° 14' 33" E
 PC STATION = 441+10.92
 N = 10234257.76 E = 3103573.78
 PT STATION = 454+53.41
 N = 10233578.20 E = 3104715.68



STEGER BIZZELL

1919 S. ALBERTA AVENUE WICHITA, KANSAS 67204
 316.261.8000 316.261.8000 316.261.8000
 www.stegerbizzell.com

ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BENFORD
 and wife, **ARLETHIA B. BENFORD**

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
---------------------	-----------------------	---------------------	-----------------------

Texas Department of Transportation
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PARCEL: 31 PART III
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

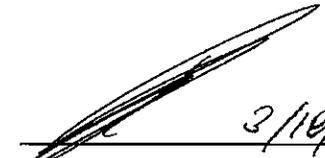
- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- |— LINE BREAK

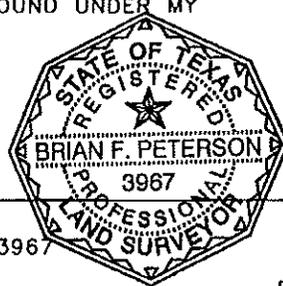
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.


 3/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



STEGER BIZZELL

7075 S. ALBERT AVENUE GEORGETOWN, TX 75858
 PHONE: 409.682.4475 FAX: 409.682.4475 WWW.STEBERBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF: DWIGHT BENFORD and wife, ARLETHIA B. BENFORD			
SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON



PARCEL: 31 PART III
 Plat 2 of 2

EXHIBIT B

County: Williamson
Parcel No.: 31 Part III(U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART III(U)

BEING, 0.135 of an acre (5,871 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot 3A of the Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the Northwest corner of the above referenced Lot 3A, being the most northerly corner of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas, said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said Lot 3A, being the East line of the said Lot B, S 12°33'30" E, 417.40 feet to a point, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along a curve to the left having a radius of 2,615.00 feet, a Central Angle of 1°28'14" and Long Chord bears S 72°42'00" E, 67.11 feet, an arc distance of 67.11 feet, to a point;
- 2) And S 73°26'00" E, 203.63 feet, to a point;
- 3) And N 61°24'30" E, 30.56 feet, to a point on the Southeast line of the said Lot 3A, being the Northwest line of Four-T Ranch Road for the most easterly corner hereof;
- 4) THENCE, along the said South line of Lot 3 A, being the Northwest line of Four-T Ranch Road, along a curve to the left having a radius of 840.00 feet, a Central Angle of

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Lot B
Resubdivision
Lot 1A, Block A,
Amended Plat of
Lots 1,2,3, Block A,
Four-T Ranch,
Section One
W/166

Lot 1A
1.216 AC
DWIGHT &
ARLETHIA B.
BENFORD
9607951

Lot 3A
Amended Plat of
Lots 1,2,3, Block A,
Four-T Ranch, Section One
O/113

1.87 AC
DEAN KRAHN and spouse,
SHIRREE KRAHN
2002040066

Lot 2 Lot 3
Block A
Four-T Ranch
Section One
K/394-395

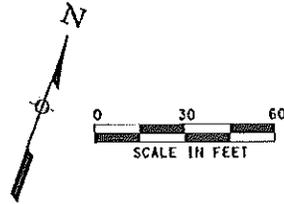
(2.53 AC)
DWIGHT & ARLETHIA B.
BENFORD
9807882

0.135 AC
(5,871 SF)

(S 64° 09' W
70.59')

RM 2338

FOUR-T RANCH RD



STEGEROBIZZELL

1278 S AUSTIN AVENUE GEORGETOWN, TX 75242
 817.933.6412 P2 817.933.6418 FAX 817.643.2222 WWW.STEGEROBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BEFORD &
ARLETHIA B. BENFORD



SCALE: 1" = 60'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 31 Part 3(U)
PLAT 1 OF 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 12°33'30" W	23.20'
L2	N 12°33'30" W	44.29'
L3	N 61°24'30" E	30.56'
L4	S 61°24'30" W	18.28'
L5	N 61°24'30" E	53.50'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	840.00'	168.45'	N 23°59'00" E	168.17'	11°9'23"
C2	2615.00'	67.11'	S 72°42'00" E	67.11'	1°28'14"
C3	840.00'	28.71'	S 17°15'30" W	28.71'	1°57'31"
C4	2635.00'	55.82'	N 72°49'45" W	55.82'	1°12'49"

NOTES:
 ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
 5/6/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



STEGER BIZZELL

NOTES: 1878 B. AUSTIN AVENUE GEORGETOWN, TEXAS
 MOBILE 817-633-6112 FAX 817-633-6118 TOLL FREE 817-633-2222
 ENGINEERS PLANNERS SURVEYORS

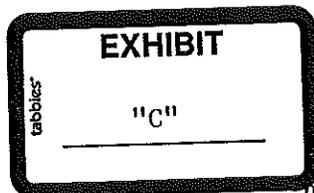
PARCEL PLAT SHOWING PROPERTY OF:

DWIGHT BEFORD &
 ARLETHIA B. BENFORD



SCALE: 1" = 60'
 CSJ: 2211-01-023
 PROJECT: RM 2338
 COUNTY: WILLIAMSON

PARCEL: 31 Part 3(U)
 PLAT 2 OF 2



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.129 ACRE SITUATED IN FREDRICK
FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.129 ACRE (5,639 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Q, SLIDE 113 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for an angle point in the northwest right-of-way line of Four-T Ranch Road, an 80-foot wide right-of-way according to the plat of Four-T Ranch Section One, a subdivision according to the plat of record in Cabinet K, Slides 394-395, said Plat Records of Williamson County, Texas, same being an angle point in the southeast line of said Lot 3A;

THENCE with said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, S61°24'34"W a distance of 18.28 feet, to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for the southern-most corner of said Lot 3A bears S61°24'34"W a distance of 53.30 feet;

THENCE leaving said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, crossing said Lot 3A, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. N73°26'04"W a distance of 211.95 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for a point of curvature to the right, and
2. with the arc of said curve to the right a distance of 55.68 feet, said curve having a radius of 2635.00 feet, a central angle of 01°12'38", and a chord bearing N72°49'45"W a distance of 55.68 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the west line of said Lot 3A, same being the east line of Lot B, Block A, Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch, Section One, a subdivision according to the plat of record in Cabinet W, Slide 166 of the Plat records of Williamson County, Texas;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot 3A and said east line of Lot B, N12°34'25"W a distance of 23.21 feet;

THENCE leaving said west line of Lot 3A and said east line of Lot B, crossing said Lot 3A the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 66.98 feet, said curve having a radius of 2615.00 feet, a central angle of 01°28'03", and a chord bearing S72°42'02"E a distance of 66.98 feet to a point of tangency, and
2. S73°26'04"E a distance of 224.83 feet to a point in said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A;

THENCE with said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, with the arc of a curve to the left a distance of 7.04 feet, said curve having a radius of 840.00 feet, a central angle of 00°28'49", and a chord bearing S16°31'12"W a distance of 7.04 feet to said POINT OF BEGINNING and containing 0.129 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

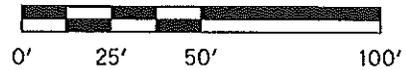
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 3-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



4
BLOCK 'A'
FOUR-T RANCH
SECTION ONE
CAB. K, SLIDES 394-395
P.R.W.C.T.

- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TX001"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

FREDRICK FOY SURVEY,
ABSTRACT NO. 229

LOT B
BLOCK 'A'
RESUBDIVISION OF LOT 1A,
BLOCK A, AMENDED PLAT
OF LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. W, SLIDE 166
P.R.W.C.T.

AMENDED PLAT OF
LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. Q, SLIDE 113
P.R.W.C.T.

3A
BLOCK 'A'

PROPOSED WATER
LINE ESMT.
0.129 AC.
5,639 SQ. FT.

EXISTING R.O.W.
FOUR-T RANCH ROAD
CAB. J, SLIDES 394-395
(80' R.O.W.)

R.M. 2338
C.S.J. 2211-01-028
(Prop. Varying Width R.O.W.)

LINE	BEARING	DISTANCE
L1	S 61° 24' 34" W	18.28'
L2	N 12° 34' 25" W	23.21'
L3	S 61° 24' 34" W	53.30'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	2635.00'	01° 12' 38"	55.68'	N 72° 49' 45" W	55.68'
C2	2615.00'	01° 28' 03"	66.98'	S 72° 42' 02" E	66.98'
C3	840.00'	00° 28' 49"	7.04'	S 16° 31' 12" W	7.04'

AUS/2W_IR2200_8-5x11.plt

Part 3

E:\260005\26424\CA00\Survey\3301-35(31)-REV-26424.dgn

1:46:41 PM 10/16/2009

10/16/2009

4030 WEST BRAKER LAKE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 262-8184
FAX (512) 262-8141

PARCEL 31 - PART 3
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 10/16/2009	ACCOMPANYING FILE NAME: SV-LD-P31-PART 3-26424.doc	SKETCH BY: KKH
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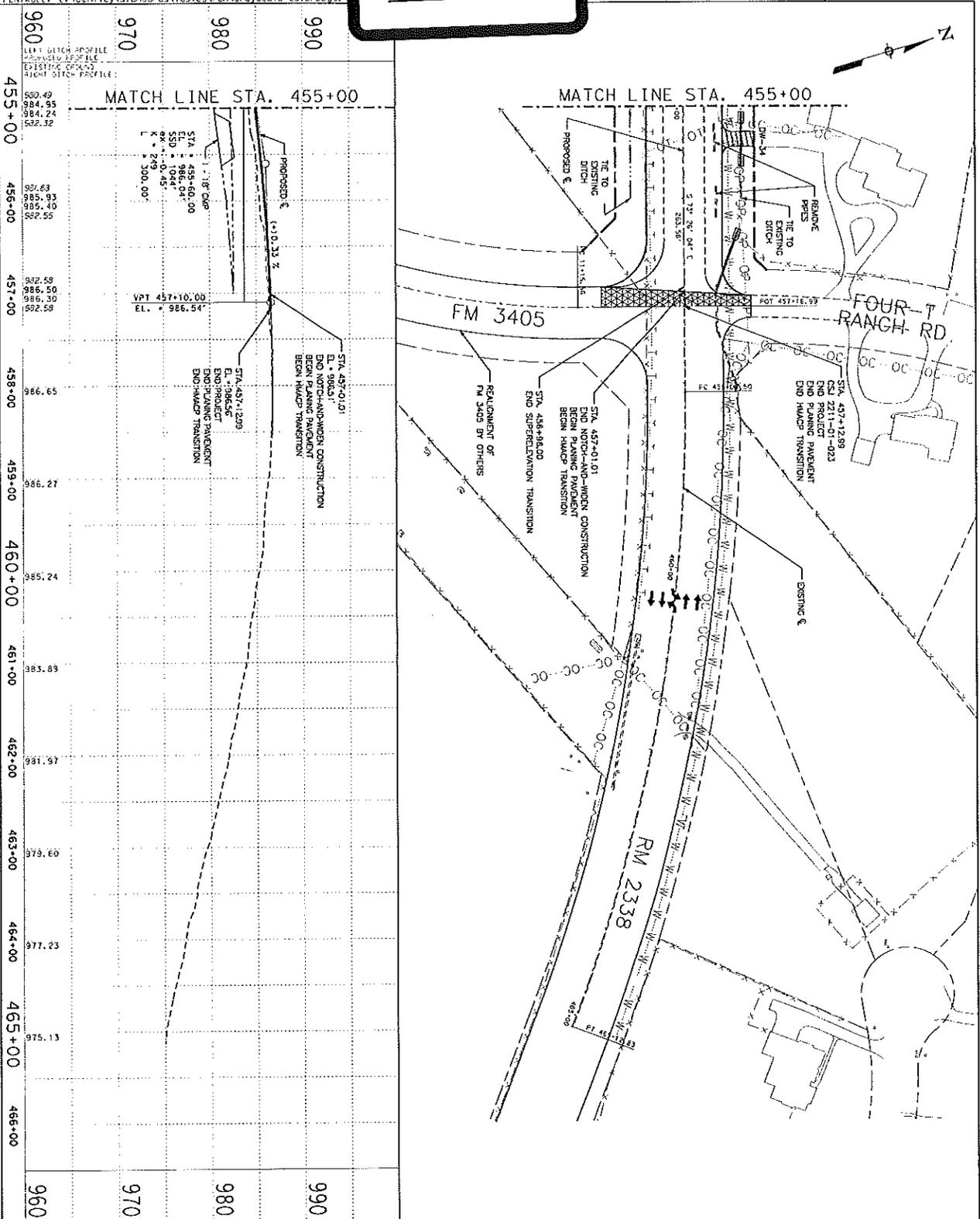
5,639 SQUARE FEET
~ 0.129 ACRE
SITUATED IN THE
FREDRICK FOY SURVEY,
ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

EXHIBIT

"D"

FILE: L:\PROJECTS\2006\20863 RM 2338 (Am Co) (2007)\DRAWING PENFILE: L:\Bentley\Standards\Tables\Pen\Grayscale\ColorLog.d

PRINTED: 5/15/2009 @ 8:57:51 AM PLOT DRIVER: L:\Bentley\Standards\Tables\Plot\Color\Asf.plt



DATE		BY	REV	REVISION
<p>STEGERS BIZZELL</p> <p>Willamson County Ranch to Market 2338</p> <p>© 2009</p>				
<p>TEXAS DEPARTMENT OF TRANSPORTATION</p>				
<p>STATE: TEXAS DISTRICT: AUS COUNTY: WILLAMSON</p> <p>CONTRACT: 008 SECTION: 023 RAN: RM2338</p>				
<p>SHEET 18 OF 18 SCALE: 1"=100'</p>				
<p>DATE: 5/15/2009 DWG. OR. ORG. SHEET NO. 121</p>				

LEGEND

- RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED DITCH ROW/LINE AND DIRECTION
- OVERHEAD ELECTRIC
- OVERHEAD TELECOM
- PROPOSED PROFILE
- EXISTING PROFILE
- PROPOSED CENTERLINE AT PROPOSED CENTERLINE
- LEFT DITCH PROFILE
- RIGHT DITCH PROFILE
- HMAP TRANSITION
- EXISTING PAVEMENT (SHOWN ONLY OUTSIDE OF NEW PARADISE)
- PROPOSED DRIVEWAY

NOTES

- FINAL DRIVEWAY LOCATIONS TO BE DETERMINED BY FIELD SURVEY AND SHOWN ON THE DRAWINGS FOR MORE INFORMATION.
- UNLESS OTHERWISE INDICATED, ALL STATIONING AND OFFSETS ARE BASED ON THE CENTERLINE OF RM 2338.
- APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS OF ALL UTILITIES.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

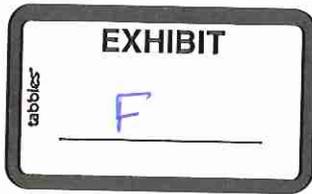
This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford



ELECTRIC UTILITY EASEMENT

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

THAT DWIGHT BENFORD AND ARLETHA B. BENFORD, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

Being approximately 0.135 acre of land, more or less, out of a certain tract or parcel of land and being part of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas, and being further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

GRANTOR:

Dwight Benford

Arletha B. Benford

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Discuss real estate matters.**Commissioners Court - Regular Session**

Date: 11/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 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.)

1. Proposed or potential purchase or lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for US 183 project from 1000 feet south of the San Gabriel to 1000 feet north of SH 29.

b) Discuss proposed acquisition of property for right-of-way for RM 2338 project from 0.3 miles north of proposed Ronald W. Reagan Blvd. to FM 3405.

c) Discuss proposed acquisition of property for right-of-way for SH 195 project from 0.805 miles south Bell County line to IH35.

d) Discuss proposed acquisition of property for right-of-way for SH 29.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Charlie Crossfield	10/29/2009 10:17 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Charlie Crossfield		Started On: 10/29/2009 10:17 AM		