

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 8TH, 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 – 14)

5. Discuss and consider approving a line item transfer for the District Attorney's Office:
6. Discuss and consider approving a line item transfer for the District Attorney's Office:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------------|---------------|----------|----------|
| From | 01.0440.004999 | Miscellaneous | \$312.60 | |
| To | 01.0440.3004 | Ammunition | \$312.60 | |

7. Discuss and consider approving a line item transfer for Human Resources:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------------|----------|----------|
| From | 0100.0402.003010 | Computer Equipment < \$5K | \$600.00 | |
| To | 0100.0402.003006 | Office Equipment < \$5K | \$600.00 | |

8. Discuss and consider approving a line item transfer for Department of State Health Services Program EMS Local Projects Grant.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------------|-------------|----------|
| From | 0100-0540-005000 | Capital Outlay > \$5000 | \$11,749.38 | |
| To: | 0100-0540-000999 | Transfer to Grants Fund | 11749.38 | |

9. To discuss and consider approving a line item transfer for Constable Pct. 3

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|---------------|----------------------|----------|----------|
| From: | 0100.553.4999 | Miscellaneous | \$150.00 | |
| To: | 0100.553.4543 | Repairs to Equipment | \$150.00 | |

10. Discuss and take action on the Sertoma/RunTex Run on January 10, 2010 from 8:00 a.m. to 3:00 p.m. Estimated attendees is 1500. See attached maps for course route.
11. Discuss and take appropriate action regarding Agreement between Bartlett Voluntter Fire Dept. and Williamson County.
12. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

13. Discuss and consider adopting a limit of 45 mph for Shell Spur from Logan Ranch to Shell Road, Pct. 3.
14. Discuss and consider final plat approval for Brogdon Subdivision, Pct. 4.

REGULAR AGENDA

15. Discuss and take appropriate action on road bond program.
16. To discuss and take appropriate action on the approval of an Interlocal Agreement between Williamson County Unified Road System and the City of Weir, in the amount of \$5,103.58 for work to be done on CR 194
17. Consider authorizing project budget transfer of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$600,000 from P45 (Gattis School Road) to P213 (CR 170).
18. Consider approving Change Order No. 9 (in the amount of \$189,547.62) for Pond Springs Rd (WilCo Project No. 09WC710), a Road Bond Project in Precinct 1.
19. Consider authorizing County Judge to execute a Real Estate Contract with 4400 West LLC for ROW on SH 29.
20. Consider authorizing County Judge to execute a Real Estate Contract with Gattis for ROW needed on CR 104.
21. Consider authorizing County Judge to execute a Real Estate Contract with Spangler regarding ROW on US 183.
22. Consider authorizing County Judge to execute a Real Estate Contract with George A. Mason regarding ROW on US 183.
23. Consider authorizing County Judge to execute a Real Estate Contract with Juanita Mason regarding ROW on US 183.
24. Consider authorizing County Judge to execute a Real Estate Contract with Landfund regarding ROW on CR 214.
25. Consider authorizing County Judge to execute an Addendum to Real Estate Contract with Landfund regarding ROW on CR 214.

26. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
27. Discuss and consider approving contracts to provide educational services to inmates at the Williamson County Jail, residents at the Central Texas Treatment Center, and adults on probation with Williamson County.
28. Discuss and take action on building lease located at 3800 CR 123 for relocation of EMS station housing Medic 12.
29. Discuss and take appropriate action on resolution and local match to support the CTRMA's application for federal funds from the Statewide Transportation Enhancement Program (STEP) to construct a pedestrian bridge for a connection to the Brushy Creek Regional Trail.
30. Discuss and take appropriate action approval of a Freeport Exemption for Williamson County.
31. Consider rejecting proposals received for Administrative and Investment Services for Williamson County 457 Deferred Compensation Plan
32. Consider re-awarding existing contract for Radio Frequency Identifications File Tracking System with File Trail for fiscal 2010.
33. Consider authorizing advertising and setting date of December 30, 2009 at 11:00am in the Purchasing Department to receive proposals to LEASE APPROXIMATELY 162.7ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, Proposal # 10WCP903.
34. Consider authorizing advertising and setting date of December 30, 2009 at 11:00am in the Purchasing Department to receive proposals to LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, Proposal # 10WCP902.
35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Departments:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------|-------------|----------|
| | 0100.0000.370507 | EMPG Grant Revenues | \$15,034.25 | 01 |

36. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Departments:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0541.003102 | Safety Supplies | \$1,200.00 | 01 |
| | 0100.0583.003311 | Uniforms | \$1,200.00 | 02 |
| | 0100.0541.003311 | Uniforms | \$1,200.00 | 03 |
| | 0100.0541.004210 | Internet/Email Svs | \$6,500.00 | 04 |
| | 0100.0541.005700 | Vehicles >\$5,000 | \$4,934.25 | 05 |

37. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park donations:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|------------|----------|
| | 0100.0000.367403 | Park Donations | \$1,854.23 | 01 |

38. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park donations:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------|------------|----------|
| | 0100.0510.003670 | Use of Donations | \$1,854.23 | 01 |

39. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance donations:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|----------|----------|
| | 0100.0000.367400 | Donations | \$254.35 | 01 |

40. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the use of Victim's Assistance donations:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| | 0100.0560.003671 | V.A. Donations | \$254.35 | 01 |

41. Discuss and take appropriate action on Abatement Policy for Williamson County.

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)."

42. 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 of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for CR 104 project.

e) Discuss proposed acquisition of property for right-of-way along SH 29.

f) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

g) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.

h) Discuss proposed acquisition of property for right-of-way along CR 214.

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

Litigation or claims or potential litigation or claims against the County or by the County
(discussion and possible action)

a) Green Haven Plat– including possible Development Agreement

b) Intergovernmental Agreement with ICE (Immigration and Customs Enforcement) regarding T. Don Hutton Facility

44. Consultation with Attorney: Litigation or claims or potential litigation or claims against the County or by the County

45. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.074 matters concerning personnel.)

46. Discuss and take appropriate action on real estate.

47. Discuss and take appropriate action on contemplated or pending litigation.

48. Discuss and take appropriate action concerning personnel issues.

49. 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.

Request Line Item Transfer for District Attorney's Office
Commissioners Court - Regular Session

Date: 12/08/2009
 Submitted By: Sandi Andrews, District Attorney
 Submitted For: Sandi Andrews
 Department: District Attorney
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's Office:

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|-------------------|
| | | Sandi Andrews | 11/30/2009 09:49 AM | CREATED |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/02/2009 08:26 AM | APRV |
| 3 | | Wendy Coco | 12/02/2009 08:26 AM | FNL APRV |
| | | Wendy Coco | 12/02/2009 08:26 AM | ROUTING CONTINUED |
| 1 | Budget | | | NEW |

Form Started By: Sandi Andrews
 Started On: 11/30/2009 09:49 AM

Request Line Item Transfer for District Attorney's Office
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Sandi Andrews, District Attorney
Submitted For: Sandi Andrews
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's Office:

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------------|---------------|----------|----------|
| From | 01.0440.004999 | Miscellaneous | \$312.60 | |
| To | 01.0440.3004 | Ammunition | \$312.60 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|-------------------|
| | | Sandi Andrews | 11/30/2009 09:50 AM | CREATED |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/02/2009 08:26 AM | APRV |
| 3 | | Wendy Coco | 12/02/2009 08:26 AM | FNL APRV |
| | | Wendy Coco | 12/02/2009 08:27 AM | ROUTING CONTINUED |
| 1 | Budget | | | NEW |

Form Started By: Sandi Andrews

Started On: 11/30/2009 09:50 AM

Discuss and consider approving a line item transfer for Human Resources.

Commissioners Court - Regular Session

Date: 12/08/2009

Submitted By: Lisa Zirkle, Human Resources

Submitted For: Lisa Zirkle

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources:

Background

Phones need to be purchased for use with the HR reception area online employment application computer kiosks. A transfer to this line item allows for the purchase from funds budgeted to set up these kiosks.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------------|----------|----------|
| From | 0100.0402.003010 | Computer Equipment < \$5K | \$600.00 | |
| To | 0100.0402.003006 | Office Equipment < \$5K | \$600.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|-------------------|
| | | Lisa Zirkle | 12/03/2009 01:31 AM | CREATED |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/03/2009 10:31 AM | APRV |
| 3 | | Wendy Coco | 12/03/2009 10:31 AM | FNL APRV |
| | | Wendy Coco | 12/03/2009 10:31 AM | ROUTING CONTINUED |
| 1 | Budget | | | NEW |

Form Started By: Lisa Zirkle Started On: 12/03/2009 01:31 AM

Line Item Transfer for DSHS EMS Local Projects Grant Matching Fund
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Department of State Health Services Program EMS Local Projects Grant.

Background

This is a request to transfer funds from the capital outlay EMS line item 005000 in the amount of \$11,749.38 established for training manikins, to match the awarded Department of State Health Services Program EMS Local Grant at 50% match. These budgeted funds and DSHS matching funds will be used to purchase the Smart Stat Tetherless Manikin for training in Clinical Practices.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------------|-------------|----------|
| From | 0100-0540-005000 | Capital Outlay > \$5000 | \$11,749.38 | |
| To: | 0100-0540-000999 | Transfer to Grants Fund | 11749.38 | |

Attachments

Link: [DSHS Local Project Grant](#)

Link: [Smart Stat Manikin Quote](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|----------|
| | | Kenny Schnell | 12/02/2009 07:53 AM | CREATED |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/02/2009 08:24 AM | APRV |
| 3 | | Wendy Coco | 12/02/2009 08:24 AM | FNL APRV |

| | | | | |
|--------------------------------|----------------------------|---------------|---------------------------------|-------------------|
| | | Wendy Coco | 12/02/2009 08:25 AM | ROUTING CONTINUED |
| 5 | Kenny Schnell (Originator) | Kenny Schnell | 12/02/2009 08:27 AM | APRV |
| 6 | | Kenny Schnell | 12/02/2009 08:27 AM | FNL APRV |
| | | Wendy Coco | 12/02/2009 08:29 AM | ROUTING CONTINUED |
| 1 | Budget | | | NEW |
| Form Started By: Kenny Schnell | | | Started On: 12/02/2009 07:53 AM | |

CONTRACT NO. 2010-033902
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000356391

CONTRACTOR: WILLIAMSON COUNTY EMS

DSHS PROGRAM: EMS - LOCAL PROJECTS

TERM: 10/15/2009 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services systems.

All activities shall be performed in accordance with Department of State Health Services (DSHS's) Request for Proposal (RFP), EMS/LPG-0328.1 issued on March 23, 2009, and Contractor's application plan as agreed to and approved by DSHS. These documents are hereby adopted and incorporated by reference herein as part of this Program Attachment.

SECTION II. PERFORMANCE MEASURES:

Contractor's performance will be measured in part on the achievement of the following activities and performance measures.

Contractor shall perform the following activities and provide documentation to DSHS in the manner and timeframes specified by Program.

1. Conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services by completing the projects and/or acquiring items as stated in the contractor's application plan as agreed to and approved by DSHS in Exhibit A.

SECTION III. SOLICITATION DOCUMENT:

Competitive RFP #EMS/LPG-0328.1 for EMS Local Project Grant FY 10 issued on March 23, 2009

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor may claim reimbursement for approved equipment item(s) by attaching invoice(s) for the item(s) ordered along with the purchase voucher (Form B-13), at any time within the Program Attachment term. All items claimed for reimbursement shall be procured within the

Program Attachment term. The Contractor shall submit paid invoices for reimbursement no later than 30 days after the Program Attachment term. Contractor shall also forward proof of payment (e.g., copy of canceled check or a paid invoice with a zero balance) and a copy of the shipping invoice showing the delivery date of any item(s) that were claimed for reimbursement by this method.

Invoices and all supporting documentation shall be submitted to the address below.

Department of State Health Services
Office of EMS and Trauma Systems Coordination
Attn: Contract Manager
P.O. Box 149347 MC: 1876
Austin, Texas 78714-9347

SECTION VII. SPECIAL PROVISIONS:

For the purposes of this Program Attachment, and as specified in the RFP, Disposable Supplies, Personnel, Fringe Benefits, Land Purchases, Buildings, Day-to-day Operating Expenses (e.g., Fuel, Insurance, Loan Payments, Rent, etc.) and Indirect Costs are not allowable costs.

If the total costs of the project are greater than the DSHS amount of funding as contained within SECTION VIII. BUDGET, Contractor shall obtain funds for the remaining costs in order to accomplish project activities agreed upon herein.

DSHS may withhold or deny payment in accordance with the General Provisions if project requirements are not accomplished or sufficiently documented.

General Provisions, **Compliance and Reporting** Article, **Reporting** Sections are not applicable to this Program Attachment.

General Provisions, **Services** Article, **Education to Persons in Residential Facilities**, **Consent to Medical Care**, and **Telemedicine Medical Services through Cost Effective Purchasing of Medications** Sections are not applicable to this Program Attachment.

General Provisions, **Funding** Article, **Use for Match Prohibited** Section are not applicable to this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article, **Financial Status Reports (FSRs)** Section is not applicable to this Program Attachment.

General Provisions, **Confidentiality** Article, **Exchange of Client-Identifying Information**, **Security of Patient or Client Records**, and **HIV/AIDS Model Workplace Guidelines** Sections are not applicable to this Program Attachment.

General Provisions, **Notice Requirements** Article, **Child Abuse Reporting Requirement** Section is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Insurance and Bonding, Cost Allocation Plan** through **Historically Underutilized Businesses (HUBs)**, **Contracts with Subrecipient Subcontractors** through **Incorporation of Terms**, and **Equipment and Controlled Assets Purchases** through **Assets as Collateral Prohibited** Sections are not applicable to this Program Attachment.

SECTION VIII. BUDGET

SOURCE OF FUNDS: State

Total reimbursements will not exceed \$12,500.00.

The items and/or projects being funded are specified in Exhibit A, which is attached hereto and made a part hereof.

2010-033902-001

Equipment List

Equipment Total: \$ 12,500.00

| Item # | Equipment Description | Units | Unit Cost | Total |
|--------|---|-------|-------------|-------------|
| 1 | Simulation Training Manikin - DSHS: \$12,500 Entity Match: \$37,500 | 1 | \$12,500.00 | \$12,500.00 |

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033902 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and WILLIAMSON COUNTY EMS (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$12,500.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 10/15/2009 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-033902-001 EMS - LOCAL PROJECTS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), RFP # EMS/LPG – 0328.1
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: WILLIAMSON COUNTY EMS
Address: P.O. BOX 873
GEORGETOWN, TX 78627
Vendor Identification Number: 17460009787019

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

WILLIAMSON COUNTY EMS

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

2010-033902-001

Categorical Budget:

| | |
|----------------------|-------------|
| PERSONNEL | \$0.00 |
| FRINGE BENEFITS | \$0.00 |
| TRAVEL | \$0.00 |
| EQUIPMENT | \$12,500.00 |
| SUPPLIES | \$0.00 |
| CONTRACTUAL | \$0.00 |
| OTHER | \$0.00 |
| TOTAL DIRECT CHARGES | \$12,500.00 |
| INDIRECT CHARGES | \$0.00 |
| TOTAL | \$12,500.00 |
| DSHS SHARE | \$12,500.00 |
| CONTRACTOR SHARE | \$0.00 |
| OTHER MATCH | \$0.00 |

Total reimbursements will not exceed \$12,500.00

Equipment List Attached.

Exhibit A

Texas Department of State Health Services 2010 EMS Local Projects Grant Awards

Name of Organization: Williamson County Emergency Medical Services

Total Award: \$12,500

Approved Project(s)- (Quantity, Item, Award Amount per Item):

(1) Simulation Training Manikin \$12,500

Utilizing your 2010 Local Projects Grant Award

- The attached contract details your obligations for this grant.
- Any cost incurred prior to the start date listed in the contract will NOT be reimbursed.
- In all cases where matching funds are required, reimbursement from DSHS will not exceed the award amount or half of the cost of the item, whichever is less.
- Requesting reimbursement:
 - All awardees must submit invoice(s) which list the item(s) and price(s), dated within the contract period.
 - All awardees must submit **copies of paid receipts or cancelled checks.**
 - Awardees of education/training funds must also submit copies of course completion certificates of students.
 - All awardees: Please fax reimbursement documents to 512/834-6611 OR mail to:

Texas Department of State Health Services
Office of EMS and Trauma Systems Coordination
MC 1876, Attn: Contract Manager
P.O. Box 149347
Austin, TX 78714-9347

- DSHS retains the right to refuse reimbursement for requests deemed inappropriate.

Exhibit A

Texas Department of State Health Services 2010 EMS Local Projects Grant Awards

Name of Organization: Williamson County Emergency Medical Services

Total Award: \$12,500

Approved Project(s)- (Quantity, Item, Award Amount per Item):

(1) Simulation Training Manikin \$12,500

Utilizing your 2010 Local Projects Grant Award

- The attached contract details your obligations for this grant.
- Any cost incurred prior to the start date listed in the contract will NOT be reimbursed.
- In all cases where matching funds are required, reimbursement from DSHS will not exceed the award amount or half of the cost of the item, which ever is less.
- Requesting reimbursement:
 - All awardees must submit invoice(s) which list the item(s) and price(s), dated within the contract period.
 - All awardees must submit **copies of paid receipts or cancelled checks.**
 - Awardees of education/training funds must also submit copies of course completion certificates of students.
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Texas Department of State Health Services
Office of EMS and Trauma Systems Coordination
MC 1876, Attn: Contract Manager
P.O. Box 149347
Austin, TX 78714-9347

- DSHS retains the right to refuse reimbursement for requests deemed inappropriate.

2010-033902-001

Categorical Budget:

| | |
|----------------------|-------------|
| PERSONNEL | \$0.00 |
| FRINGE BENEFITS | \$0.00 |
| TRAVEL | \$0.00 |
| EQUIPMENT | \$12,500.00 |
| SUPPLIES | \$0.00 |
| CONTRACTUAL | \$0.00 |
| OTHER | \$0.00 |
| TOTAL DIRECT CHARGES | \$12,500.00 |
| INDIRECT CHARGES | \$0.00 |
| TOTAL | \$12,500.00 |
| DSHS SHARE | \$12,500.00 |
| CONTRACTOR SHARE | \$0.00 |
| OTHER MATCH | \$0.00 |

Total reimbursements will not exceed \$12,500.00

Equipment List Attached.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033902 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and WILLIAMSON COUNTY EMS (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$12,500.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 10/15/2009 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-033902-001 EMS - LOCAL PROJECTS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), RFP # EMS/LPG – 0328.1
 - e. Contractor’s response(s) to the Solicitation Document(s).
 - f. Exhibits attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: WILLIAMSON COUNTY EMS
Address: P.O. BOX 873
 GEORGETOWN, TX 78627
Vendor Identification Number: 17460009787019

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

WILLIAMSON COUNTY EMS

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

2010-033902-001

Equipment List

Equipment Total: \$ 12,500.00

| Item # | Equipment Description | Units | Unit Cost | Total |
|--------|---|-------|-------------|-------------|
| 1 | Simulation Training Manikin - DSHS: \$12,500 Entity Match: \$37,500 | 1 | \$12,500.00 | \$12,500.00 |

CONTRACT NO. 2010-033902
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000356391

CONTRACTOR: WILLIAMSON COUNTY EMS

DSHS PROGRAM: EMS - LOCAL PROJECTS

TERM: 10/15/2009 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services systems.

All activities shall be performed in accordance with Department of State Health Services (DSHS's) Request for Proposal (RFP), EMS/LPG-0328.1 issued on March 23, 2009, and Contractor's application plan as agreed to and approved by DSHS. These documents are hereby adopted and incorporated by reference herein as part of this Program Attachment.

SECTION II. PERFORMANCE MEASURES:

Contractor's performance will be measured in part on the achievement of the following activities and performance measures.

Contractor shall perform the following activities and provide documentation to DSHS in the manner and timeframes specified by Program.

1. Conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services by completing the projects and/or acquiring items as stated in the contractor's application plan as agreed to and approved by DSHS in Exhibit A.

SECTION III. SOLICITATION DOCUMENT:

Competitive RFP #EMS/LPG-0328.1 for EMS Local Project Grant FY 10 issued on March 23, 2009

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor may claim reimbursement for approved equipment item(s) by attaching invoice(s) for the item(s) ordered along with the purchase voucher (Form B-13), at any time within the Program Attachment term. All items claimed for reimbursement shall be procured within the

Program Attachment term. The Contractor shall submit paid invoices for reimbursement no later than 30 days after the Program Attachment term. Contractor shall also forward proof of payment (e.g., copy of canceled check or a paid invoice with a zero balance) and a copy of the shipping invoice showing the delivery date of any item(s) that were claimed for reimbursement by this method.

Invoices and all supporting documentation shall be submitted to the address below.

Department of State Health Services
Office of EMS and Trauma Systems Coordination
Attn: Contract Manager
P.O. Box 149347 MC: 1876
Austin, Texas 78714-9347

SECTION VII. SPECIAL PROVISIONS:

For the purposes of this Program Attachment, and as specified in the RFP, Disposable Supplies, Personnel, Fringe Benefits, Land Purchases, Buildings, Day-to-day Operating Expenses (e.g., Fuel, Insurance, Loan Payments, Rent, etc.) and Indirect Costs are not allowable costs.

If the total costs of the project are greater than the DSHS amount of funding as contained within SECTION VIII. BUDGET, Contractor shall obtain funds for the remaining costs in order to accomplish project activities agreed upon herein.

DSHS may withhold or deny payment in accordance with the General Provisions if project requirements are not accomplished or sufficiently documented.

General Provisions, **Compliance and Reporting** Article, **Reporting** Sections are not applicable to this Program Attachment.

General Provisions, **Services** Article, **Education to Persons in Residential Facilities**, **Consent to Medical Care**, and **Telemedicine Medical Services** through **Cost Effective Purchasing of Medications** Sections are not applicable to this Program Attachment.

General Provisions, **Funding** Article, **Use for Match Prohibited** Section are not applicable to this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article, **Financial Status Reports (FSRs)** Section is not applicable to this Program Attachment.

General Provisions, **Confidentiality** Article, **Exchange of Client-Identifying Information**, **Security of Patient or Client Records**, and **HIV/AIDS Model Workplace Guidelines** Sections are not applicable to this Program Attachment.

General Provisions, **Notice Requirements** Article, **Child Abuse Reporting Requirement** Section is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Insurance and Bonding, Cost Allocation Plan** through **Historically Underutilized Businesses (HUBs)**, **Contracts with Subrecipient Subcontractors** through **Incorporation of Terms**, and **Equipment and Controlled Assets Purchases** through **Assets as Collateral Prohibited** Sections are not applicable to this Program Attachment.

SECTION VIII. BUDGET

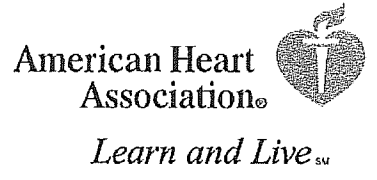
SOURCE OF FUNDS: State

Total reimbursements will not exceed \$12,500.00.

The items and/or projects being funded are specified in Exhibit A, which is attached hereto and made a part hereof.



Distributor of American Heart Association products



October 19, 2009

CMDR Terri King
Commander Clinical Practices
Williamson County EMS
PO Box 873
Georgetown, TX 78267

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|--|----------|-------------|-------------|
| Smart Stat, Item #405 | 1 | \$19,925.00 | \$19,925.00 |
| Optional Accessories: | | | |
| Smart Stat I/O Leg, Item #409 | 1 | \$203.75 | \$203.75 |
| Smart Stat Battery Leg, Item #407 | 1 | \$370.00 | \$370.00 |
| Extended Warranty for Additional Two Years, Item #405W | 1 | \$3,000.00 | \$3,000.00 |
| Total | | | \$23,498.75 |

SHIPPING: Orders containing Smart Stat that are shipped to a location within the continental U.S. include free ground shipping.

Drop ship charges and other special transportation charges will be additional and subject to further quotation. Orders are shipped F.O.B. South Deerfield, Massachusetts.

DELIVERY: Delivery time is subject to completion and production of the product by the manufacturer.

NOTES: Smart Stat cannot be returned and is not eligible for our standard 30-day return policy.

All warranty issues will be handled directly by Simulaids.

The price does not include set up, training or servicing.

All orders are subject to state sales tax unless a tax exempt identification number or a copy of a tax exempt certificate is provided.

Prices guaranteed until November 19, 2009.

TERMS: 1% prepayment discount (payment must accompany the order). Net 30 days.

Richard M. Parker
Richard M. Parker
Vice President, Partnerships Group

10-19-09
Date

cc: Andrew Wickline

\$ 11,749.375 *Matching funds from [005000]*

Discuss and take action on the Sertoma/RunTex Run
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on the Sertoma/RunTex Run on January 10, 2010 from 8:00 a.m. to 3:00 p.m. Estimated attendees is 1500. See attached maps for course route.

Background

This has been through the road closure process.

Fiscal Impact

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

Attachments

Link: [Distance Map](#)

Link: [Water stop map](#)

Form Routing/Status

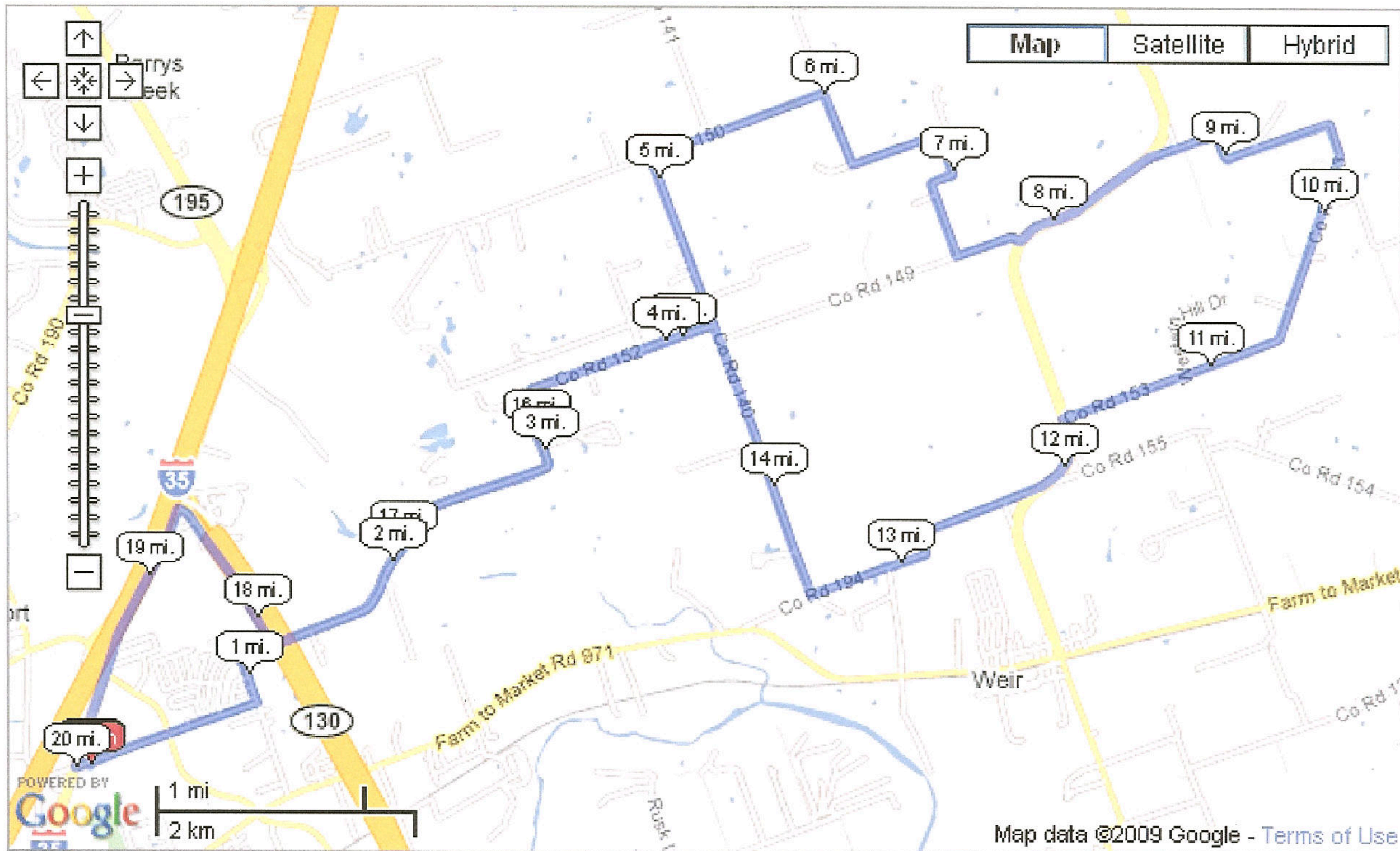
Form Started By: Terri Countess Started On: 12/01/2009 03:51 PM

Final Approval Date: 12/02/2009

Name: RunTex 20 Alt. 2
Rating: unrated
Distance: 20.08 miles / 32.31 km
Location: Start: Georgetown 10th Grade Center - Georgetown, TX, US
Attributes: loop, mixed flat & hills, roads
Description:

Route Markers:
 ● miles
 ○ km
 ○ none

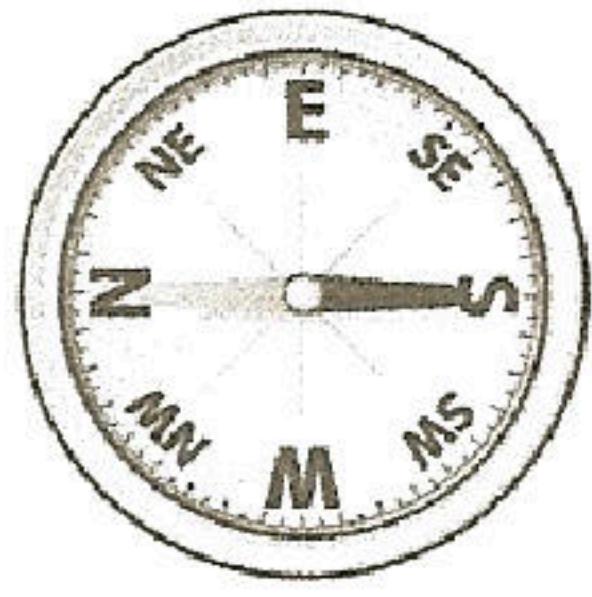
 Print map  Read reviews  Rate this route



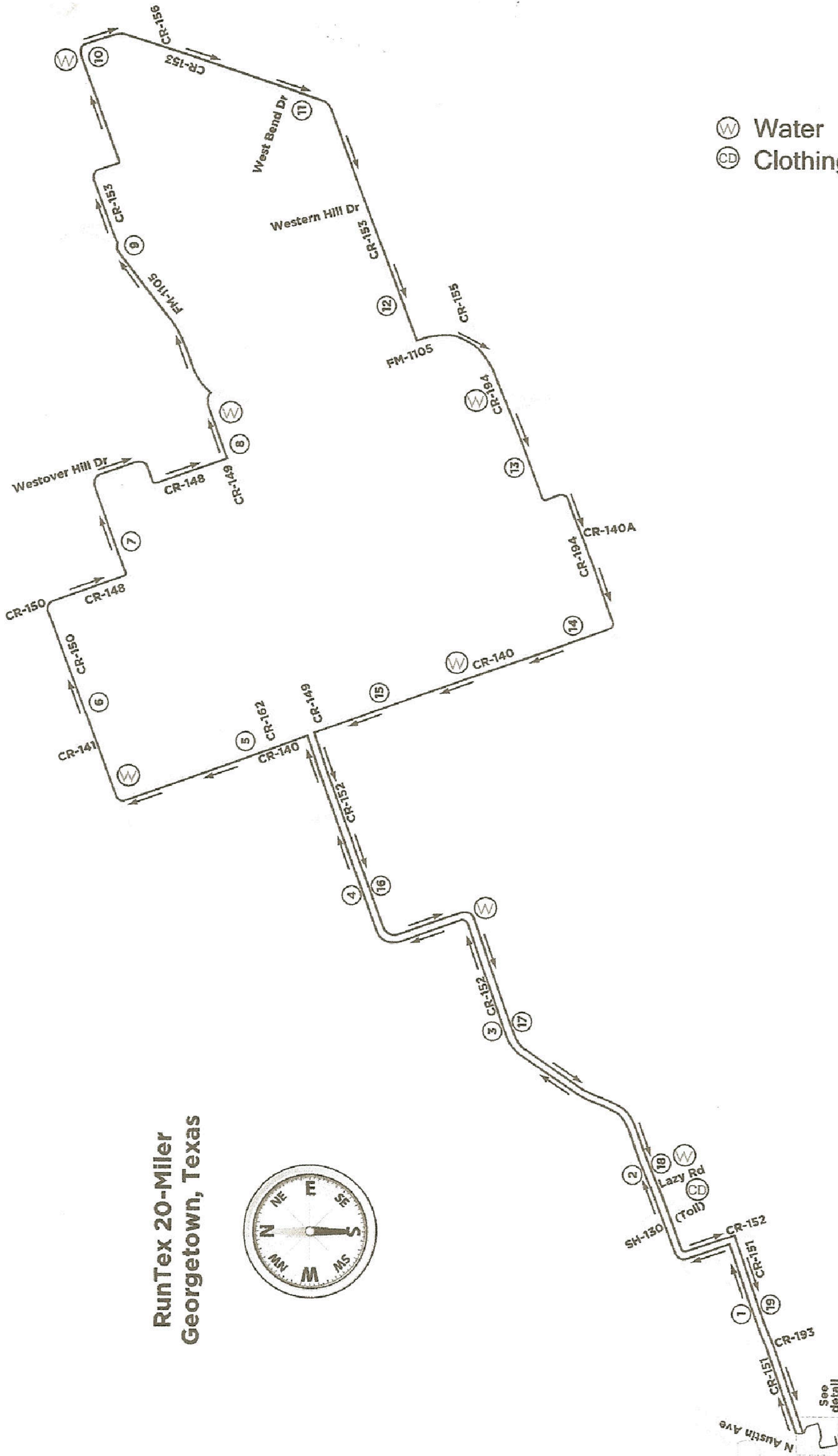
Elevation Profile



RunTex 20-Miler Georgetown, Texas



- Ⓜ Water Stops
- Ⓢ Clothing Drop



Agreement between Bartlett Voluntter Fire Dept. and Williamson County
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Bartlett Voluntter Fire Dept. and Williamson County.

Background

Fiscal Impact

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

Attachments

Link: [Bartlett Volunteer Fire Dept. Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 12/03/2009 10:34 AM

Final Approval Date: 12/03/2009

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

*
* KNOW ALL MEN BY THESE PRESENTS
*

THAT **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the "County"); and the **Bartlett Volunteer Fire Department**, an incorporated volunteer fire department as described under Texas Local Government Code, §352.001(c) (hereinafter referred to as the "Department"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of **\$18,000.00** in two separate (2) payments. The first payment being made when the County has received a signed agreement accompanied by a detailed accounting of the prior year's expenditures of the County allotment. The second payment will be disbursed on or before September 30, 2010. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company or emergency service district, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2010.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services.

Executed on this the 26 day of OCTOBER, 2009.

Bartlett V.F.D.

By: Duane Kurtin
Printed Name: DUANE KURTIN
Title: FIRE CHIEF

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge



BARTLETT VOLUNTEER FIRE DEPARTMENT

P.O. Box 676 • Bartlett, Texas, U.S.A. • 76511
Office: (254) 527-4133 • Fax: (254) 527-4131

October 28, 2009

Dan A. Gattis
County Judge
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

Dear Judge Gattis;

The Bartlett Volunteer Fire Department would like to take this opportunity to thank you for your continued support of all of the fire departments in Williamson County, and also for your support of the Chiefs Association. Your forethought continues to keep our departments operating in times when others are not able to. The following is an accounting of the funds received by Williamson County for FY2009.

Bartlett Volunteer Fire Department purchased a 2006 American LaFrance Pumper-Tanker in 2006, with funds from FEMA. As part of this purchase, we financed approximately \$65,000 dollars to pay for the apparatus. Towards the balance owed on this equipment, we spent \$16,157.40 of our 2009 Williamson County funding, in monthly payments, on this very essential piece of equipment. This truck responds to almost every rural call we make, as it is basically our mobile rural water supply. I am attaching documentation of these payments from our bank, the loan is marked "ALF". In addition we also purchased new structural firefighting turnout gear and helmets for some of our members for \$8581.00, to bring all up our members to NFPA standards. I am attaching copies of the receipts for these purchases. The difference of the cost of these expenditures was made up with funds from our annual fundraiser. If you look back over the years, you will find that we use all of the funds that we receive from Williamson County to upgrade our rural firefighting and rescue capabilities.

We hope that you and the County Commissioners Court continue to provide this vital funding to the rural fire departments in Williamson County, like us, that do not have an Emergency Services Taxing District (ESD). As you know, Bartlett is on the northeastern corner of the county, and our fire district is primarily agricultural land with a low population density. With our city being so far from any large municipality, and having no other industry, an ESD will not generate a sustainable level of funds for us to operate on at this time, because of the low population and property values. The funding that we receive from Williamson County, although it seems like a small amount compared to the county's budget, is a large part of our annual operating budget, and it would be devastating to our department if you were to cut off those funds. We humbly request that

you to continue this funding for our department to support our operations in rural Williamson County.

We appreciate the support we receive from Williamson County and from your office. If you require any other information from me, please contact me at 512-658-9096.

Sincerely;

A handwritten signature in blue ink that reads "Duane Kurtin". The signature is written in a cursive style with a large initial "D".

Duane Kurtin
Fire Chief
Bartlett Volunteer Fire Department

Accounts

Loan History

Search Details

| | |
|----------------------------------|--|
| For Loan: ALF : 000002824 | Loan Name: Bartlett Volunteer Fire Dept |
|----------------------------------|--|

Add your own description for transactions and / or assign transaction categories and save changes by clicking the 'Save Changes' button. To cancel changes, click 'Cancel Changes'.

Transactions - from 10/01/2008 to 10/29/2009

| Date | Ref/Check | Description/ Memo | Category | Advances | Payments | Xpress Balance | Ledger Balance |
|------------|-----------|----------------------|------------|----------|------------|----------------|----------------|
| 10/15/2009 | | Daily Ledger Balance | | | | \$16,739.94 | \$16,739.94 |
| 10/15/2009 | | Interest Payment | Select One | | \$48.18 | \$16,739.94 | |
| 10/15/2009 | | Principal Payment | Select One | | \$1,298.27 | \$16,739.94 | |
| 09/15/2009 | | Daily Ledger Balance | | | | \$18,038.21 | \$18,038.21 |
| 09/15/2009 | | Interest Payment | Select One | | \$49.93 | \$18,038.21 | |
| 09/15/2009 | | Principal Payment | Select One | | \$1,296.52 | \$18,038.21 | |
| 08/17/2009 | | Daily Ledger Balance | | | | \$19,334.73 | \$19,334.73 |
| 08/17/2009 | | Interest Payment | Select One | | \$60.59 | \$19,334.73 | |
| 08/17/2009 | | Principal Payment | Select One | | \$1,285.86 | \$19,334.73 | |
| 07/15/2009 | | Daily Ledger Balance | | | | \$20,620.59 | \$20,620.59 |
| 07/15/2009 | | Interest Payment | Select One | | \$58.52 | \$20,620.59 | |
| 07/15/2009 | | Principal Payment | Select One | | \$1,287.93 | \$20,620.59 | |
| 06/15/2009 | | Daily Ledger Balance | | | | \$21,908.52 | \$21,908.52 |
| 06/15/2009 | | Interest Payment | Select One | | \$64.01 | \$21,908.52 | |
| 06/15/2009 | | Principal Payment | Select One | | \$1,282.44 | \$21,908.52 | |
| 05/15/2009 | | Daily Ledger Balance | | | | \$23,190.96 | \$23,190.96 |
| 05/15/2009 | | Interest Payment | Select One | | \$65.37 | \$23,190.96 | |
| 05/15/2009 | | Principal Payment | Select One | | \$1,281.08 | \$23,190.96 | |
| 04/15/2009 | | Daily Ledger Balance | | | | \$24,472.04 | \$24,472.04 |
| 04/15/2009 | | Interest Payment | Select One | | \$68.78 | \$24,472.04 | |
| 04/15/2009 | | Principal Payment | Select One | | \$1,277.67 | \$24,472.04 | |
| 03/16/2009 | | Daily Ledger Balance | | | | \$25,749.71 | \$25,749.71 |
| 03/16/2009 | | Interest Payment | Select One | | \$64.99 | \$25,749.71 | |

| | | | | | |
|------------|------------------------|-------------------|------------|-------------|-------------|
| 03/16/2009 | <input type="text"/> | Select One | \$1,281.46 | \$25,749.71 | |
| | Principal Payment | | | | |
| 02/17/2009 | Daily Ledger Balance | | | \$27,031.17 | \$27,031.17 |
| 02/17/2009 | <input type="text"/> | Select One | \$83.14 | \$27,031.17 | |
| | Interest Payment | | | | |
| 02/17/2009 | <input type="text"/> | Select One | \$1,263.31 | \$27,031.17 | |
| | Principal Payment | | | | |
| 01/15/2009 | Daily Ledger Balance | | | \$28,294.48 | \$28,294.48 |
| 01/15/2009 | <input type="text"/> | Select One | \$83.41 | \$28,294.48 | |
| | Interest Payment | | | | |
| 01/15/2009 | <input type="text"/> | Select One | \$1,263.04 | \$28,294.48 | |
| | Principal Payment | | | | |
| 12/22/2008 | Daily Ledger Balance | | | \$29,557.52 | \$29,557.52 |
| 12/19/2008 | <input type="text"/> | Select One | \$0.00 | \$29,557.52 | |
| | RATE CHANGED TO .03250 | | | | |
| 12/15/2008 | Daily Ledger Balance | | | \$29,557.52 | \$29,557.52 |
| 12/15/2008 | <input type="text"/> | Interest Payment | \$94.54 | \$29,557.52 | |
| | Interest Payment | | | | |
| 12/15/2008 | <input type="text"/> | Principal Payment | \$1,251.91 | \$29,557.52 | |
| | Principal Payment | | | | |
| 11/17/2008 | Daily Ledger Balance | | | \$30,809.43 | \$30,809.43 |
| 11/17/2008 | <input type="text"/> | Interest Payment | \$118.82 | \$30,809.43 | |
| | Interest Payment | | | | |
| 11/17/2008 | <input type="text"/> | Principal Payment | \$1,227.63 | \$30,809.43 | |
| | Principal Payment | | | | |
| 11/05/2008 | Daily Ledger Balance | | | \$32,037.06 | \$32,037.06 |
| 10/31/2008 | <input type="text"/> | Select One | \$0.00 | \$32,037.06 | |
| | RATE CHANGED TO .04000 | | | | |
| 10/15/2008 | Daily Ledger Balance | | | \$32,037.06 | \$32,037.06 |
| 10/15/2008 | <input type="text"/> | Interest Payment | \$136.63 | \$32,037.06 | |
| | Interest Payment | | | | |
| 10/15/2008 | <input type="text"/> | Principal Payment | \$1,209.82 | \$32,037.06 | |
| | Principal Payment | | | | |
| 10/15/2008 | <input type="text"/> | Select One | \$0.00 | \$33,246.88 | |
| | RATE CHANGED TO .04500 | | | | |
| 10/06/2008 | Daily Ledger Balance | | | \$33,246.88 | \$33,246.88 |

No more history for the selected range

Loan History

Quick Search

Date Range: to

Sort By:

Items Per Page:

Download Format:



Advanced Options

Complete only the "From" field to search for one specific check # or amount.

Transaction Type:

Check # Range: to

Amount Range: \$ to \$

Transaction Categories:

Hold Ctrl to select multiple categories



CASCO INDUSTRIES, INC.

P.O. Box 8007
 Shreveport, LA 71148
 Phone: 318-865-5107 Fax: 318-865-8157

E-Mail: info@cascoindustries.com
 Website: www.cascoindustries.com

INVOICE

| Customer Copy | |
|---------------|----------|
| Number | 062671 |
| Date | 12/09/08 |
| Page | 1 |

| | | | |
|-----------------------------|---|----------------------|--|
| <i>Bill To:</i> BART VFD | BARTLETT VOL FIRE DEPARTMENT P O BOX 676 BARTLETT, TX 76511 | <i>Ship To:</i> 1 | BARTLETT VOL FIRE DEPARTMENT 200 WEST CLARK BARTLETT, TX 76511 |
|-----------------------------|---|----------------------|--|

| Reference # | Shipped | Salesperson | Terms | Tax Code | Doc # | Wh | Freight | Ship Via |
|----------------|----------|----------------|--------|----------|--------|----|---------|----------|
| KURTIN/HELMETS | 12/09/08 | 160 SMITH, BRE | NET 30 | TX | 455416 | 30 | PREPAID | UPS |

| Item | Description | Ordered | Shipped | Backordrd | UM | Price | UM | Extension |
|------------------|-------------------------------|---------|---------|-----------|----|--------|----|-----------|
| CRN-TRDB1B331221 | HELMET 1044 DEFENDER BLACK | 5 | 5 | 0 | EA | 185.00 | EA | 925.00 |
| CRN-F6S | FRONT 6" | 5 | 5 | 0 | EA | .00 | EA | .00 |

1-12-9
 Pd. ch # 2151

| Merchandise | Misc | Discount | Tax | Freight | Total Due |
|-------------|------|----------|-----|---------|-----------|
| 925.00 | .00 | .00 | .00 | 37.00 | 962.00 |

Thank You for Your Order



CASCO INDUSTRIES, INC.

INVOICE

P.O. Box 8007
 Shreveport, LA 71148
 Phone: 318-865-5107 Fax: 318-865-8157

| Customer Copy | |
|---------------|----------|
| Number | 061953 |
| Date | 11/20/08 |
| Page | 1 |

E-Mail: info@cascoindustries.com
 Website: www.cascoindustries.com

INDUSTRIES, INC.

| | | | |
|-----------------------------|---|----------------------|--|
| <i>Bill To:</i> BART VFD | BARTLETT VOL FIRE DEPARTMENT P O BOX 676 BARTLETT, TX 76511 | <i>Ship To:</i> 1 | BARTLETT VOL FIRE DEPARTMENT 200 WEST CLARK BARTLETT, TX 76511 |
|-----------------------------|---|----------------------|--|

| Reference # | Shipped | Salesperson | Terms | Tax Code | Doc # | Wh | Freight | Ship Via |
|-----------------|----------|----------------|--------|----------|--------|----|---------|----------|
| KURTIN/111808BS | 11/20/08 | 160 SMITH, BRE | NET 30 | TX | 455412 | 30 | PREPAID | UPS |

| Item | Description | Ordered | Shipped | Backordrd | UM | Price | UM | Extension |
|-----------------|---|---------|---------|-----------|----|--------|----|-----------|
| AF-9950M | GLOVE KANGAROO GAUNT SIZE MEDIUM | 1 | 1 | 0 | PR | 63.00 | PR | 63.00 |
| AF-9950L | GLOVE KANGAROO GAUNT SIZE LARGE | 3 | 3 | 0 | PR | 63.00 | PR | 189.00 |
| AF-9950XL | GLOVE KANGAROO GAUNT SIZE EXTRA LARGE | 1 | 1 | 0 | PR | 63.00 | PR | 63.00 |
| PGI-3038185 | HOOD NOMEX ULTIMATE COMFORT PLUS LINER 3 | 5 | 5 | 0 | EA | 25.00 | EA | 125.00 |
| WSC-807600312M | BOOT FELT LINING SIZE 12M | 1 | 1 | 0 | PR | 109.00 | PR | 109.00 |
| WSC-807600311M | BOOT FELT LINING SIZE 11M | 1 | 1 | 0 | PR | 109.00 | PR | 109.00 |
| WSC-80760039.5M | BOOT FELT LINING SIZE 9.5M | 1 | 1 | 0 | PR | 109.00 | PR | 109.00 |
| WSC-80760039M | BOOT FELT LINING SIZE 9M | 2 | 2 | 0 | PR | 109.00 | PR | 218.00 |

| Merchandise | Misc | Discount | Tax | Freight | Total Due |
|-------------|------|----------|-----|---------|-----------|
| 985.00 | .00 | .00 | .00 | 33.00 | 1018.00 |

Thank You for Your Order



CASCO INDUSTRIES, INC.

P.O. Box 8007
 Shreveport, LA 71148
 Phone: 318-865-5107 Fax: 318-865-8157

E-Mail: info@cascoindustries.com
 Website: www.cascoindustries.com

INVOICE

| Customer Copy | |
|---------------|----------|
| Number | 062720 |
| Date | 12/11/08 |
| Page | 1 |

Bill To:
BART VFD

**BARTLETT VOL FIRE DEPARTMENT
 P O BOX 676
 BARTLETT, TX 76511**

Ship To:
1

**BARTLETT VOL FIRE DEPARTMENT
 200 WEST CLARK
 BARTLETT, TX 76511**

| Reference # | Shipped | Salesperson | Terms | Tax Code | Doc # | Wh | Freight | Ship Via |
|-------------|----------|----------------|--------|----------|--------|----|---------|----------|
| KURTIN/GEAR | 12/11/08 | 160 SMITH, BRE | NET 30 | TX | 455415 | 30 | PREPAID | UPS |

| Item | Description | Ordered | Shipped | Backordrd | UM | Price | UM | Extension |
|-------------|--|---------|---------|-----------|----|--------|----|-----------|
| GLO-32782DT | COAT GXT TAN ADV W/D QUOTE# 040408-1G | 5 | 5 | 0 | EA | 735.00 | EA | 3675.00 |
| GLO-42782DT | PANT GXT TAN ADV QUOTE# 040408-1G | 5 | 5 | 0 | PR | 549.00 | PR | 2745.00 |
| GLO-3RL | LETTERS 3" SCOTCHLIT | 40 | 40 | 0 | EA | 3.00 | EA | 120.00 |

| Merchandise | Misc | Discount | Tax | Freight | Total Due |
|-------------|------|----------|-----|---------|-----------|
| 6540.00 | .00 | .00 | .00 | 61.00 | 6601.00 |

Thank You for Your Order

Consent Agenda
Commissioners Court - Regular Session

Date: 12/08/2009
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 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 |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Purchasing (Originator) | Bob Space | 12/03/2009 09:16 AM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/03/2009 10:30 AM | APRV |

Form Started By: Ursula Stone
Started On: 12/02/2009 03:27 PM

Final Approval Date: 12/03/2009

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 | GBC Shredmaster - 5260X | PR12730 | 37579 | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
 Print Name

Jessica Schmidt
 Signature

Contact Person:

Jessica Schmidt
 Print Name

+1 (512) 352-4159
 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.)

Print Name

Signature

Contact Person:

Print Name

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 _____



MEMORANDUM

Williamson County Sheriff's Office *Corrections*

TO: Captain K. Pokluda

FROM: Lt. Chris Watts

DATE: 11/2/2009

SUBJECT: Mattress, Mattress Covers, Gray Blankets, White Blankets and Towels

Item#1

Inmate Mattress (75)

The mattresses have been ripped and the stuffing has been taken out. We cannot sew them or re stuff them

Item #2

Inmate Mattress Covers (25)

The mattress covers are issued to the inmates to place over their mattress when they sleep on them. These mattress covers have been ripped or torn to the point we can no longer service them and use them again.

Item#3

Inmate Gray Blankets (45)

These blankets are issued to the inmates when they are housed in our facility. These blankets have holes and have been ripped and torn completely apart; these are unserviceable.

Item#4

Inmate White Blankets (10)

These blankets are issued to the inmates when they are housed in our facility. These blankets have holes and have been ripped and torn completely apart; these are unserviceable.

Item#5

Inmate Towels

These towels are issued to the inmates when they are housed in our facility, the towels have been torn and are unserviceable

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 | Fellowes Powershred C-220 Shredder | CRC 38221, EP 97118259 | | Working |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): County Auditor (495)

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie Kiley

 Print Name

Julie M. Kiley

 Signature

Contact Person:

Karen Knightstep

 Print Name

943-1574

 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.)

 Print Name

 Signature

Contact Person:

 Print Name

 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

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

TRANSFER bet ween county departments **TRADE-IN** for new assets for the county
 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, Unknown) |
|----------|--|---|----------------|--|
| 7 | Shelves | | | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/Authorized Staff:

Jay Schade
 Print Name _____
J Schade
 Signature _____
 Date 11/19/09

Contact Person:

Rory Tierney
 Print Name _____
 943-1457
 Phone Number _____

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

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

NANCY RISTER
 Print Name _____
Nancy Rister
 Signature _____
 Date 11-23-09

Contact Person:

 Print Name _____

 Phone Number _____

For assets donated to a non-county entity:
 The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ _____

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 _____

Adopt Speed Limit on Shell Spur
Commissioners Court - Regular Session

Date: 12/08/2009
 Submitted By: Nickey Lawrence, Unified Road System
 Submitted For: Joe England
 Department: Unified Road System
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider adopting a limit of 45 mph for Shell Spur from Logan Ranch to Shell Road, Pct. 3.

Background

Fiscal Impact

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

Attachments

Link: [Projects Speed Studies](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 11/30/2009 02:36 PM
 Final Approval Date: 12/02/2009

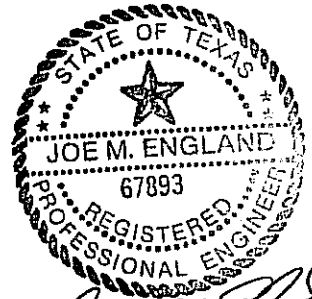
Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 943-3336
Fax (512) 943-3335

**Williamson County
Unified Road System**

To: Williamson County Commissioners' Court
From: Joe M. England P.E., County Engineer
Date: November 24, 2009
Subject: Proposed Speed Limit on Shell Spur



Joe M. England
11/25/09

According to the 2006 edition of the Texas Manual on Uniform Traffic Control Devices the following factors should form the basis of an engineering and traffic investigation for determining the proper numerical value for a speed zone. The factors are as follows:

When a speed limit is to be posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic.
Option:

- Other factors that may be considered when establishing speed limits are the following:
- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
 - B. The pace speed;
 - C. Roadside development and environment;
 - D. Parking practices and pedestrian activity; and
 - E. Reported crash experience for at least a 12-month period.

Upon my field investigation, I found that the section of Shell Spur from Logan Ranch to Shell Road consist of a rural street design within a rural environment with no currently posted speed limit.

November 25, 2009

Page Two

The section of Shell Spur from Logan Ranch to Shell Road consist of approximately 50 feet of right-of-way (ROW), 22 feet of pavement, and no shoulders. The grade is flat with few horizontal curves. There is little roadside development and culture (agricultural along with single family) which generates restrained roadside friction. Parking is off of the right-of-way. There was no observed pedestrian activity. To this date, I have no accident information for the last 12-month period that would dictate any certain speed limit.

A speed study was conducted from October 20 to October 21, 2009 on the section of Shell Spur from Logan Ranch to Shell Road. The result of this study shows an 85% speed of 50 MPH. The 10 MPH pace speed was 41-50 MPH.

The pace speeds would indicate a proposed posting of either 45 or 50 MPH with the 85% suggesting the upper limit of this range. However, due to the horizontal curvature of the road and it leading into a neighborhood, it is my professional opinion that a posting of 45 MPH is proper for the section of Shell Spur from Logan Ranch to Shell Road.

Williamson County Unified Road System

3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
512-943-3330

Site Code: SHELL SPUR
Station ID:

Latitude: 0° 0.000 South

| Direction 1, Direction 2 | | 16 | 20 | 21 | 25 | 26 | 31 | 35 | 36 | 40 | 41 | 45 | 46 | 50 | 51 | 55 | 56 | 60 | 61 | 65 | 66 | 70 | 71 | 75 | 76 | 999 | Pace | Speed | Number |
|--------------------------|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|-------|--------|
| Start | Time | 15 | 20 | 21 | 25 | 30 | 35 | 35 | 40 | 45 | 45 | 50 | 50 | 55 | 55 | 60 | 60 | 65 | 65 | 70 | 70 | 75 | 75 | 80 | 80 | 999 | Number | In | Pace |
| 10/21/09 | 00:00 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 5 | 5 | 1 | 1 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 35-44 | 7 |
| | 01:00 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 2 | 2 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 33-42 | 5 |
| | 02:00 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 27-36 | 2 | |
| | 03:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 04:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 4 | 1 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 35-44 | 8 | |
| | 05:00 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 3 | 8 | 8 | 11 | 11 | 6 | 6 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 30 | 42-51 | 20 | |
| | 06:00 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 22 | 41 | 41 | 15 | 15 | 10 | 10 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 94 | 36-45 | 63 | |
| | 07:00 | 0 | 0 | 0 | 0 | 0 | 11 | 11 | 57 | 81 | 81 | 33 | 33 | 14 | 14 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 197 | 36-45 | 138 | |
| | 08:00 | 0 | 0 | 1 | 1 | 2 | 8 | 8 | 56 | 95 | 95 | 26 | 26 | 8 | 8 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 199 | 36-45 | 151 | |
| | 09:00 | 0 | 0 | 0 | 0 | 1 | 8 | 8 | 47 | 63 | 63 | 28 | 28 | 9 | 9 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 159 | 36-45 | 110 | |
| | 10:00 | 0 | 0 | 0 | 0 | 0 | 8 | 8 | 30 | 51 | 51 | 29 | 29 | 15 | 15 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 134 | 36-45 | 81 | |
| | 11:00 | 3 | 0 | 1 | 2 | 2 | 11 | 11 | 20 | 51 | 51 | 24 | 24 | 6 | 6 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 119 | 40-49 | 75 | |
| | 12 PM | 1 | 1 | 4 | 6 | 6 | 12 | 12 | 21 | 18 | 18 | 8 | 8 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 73 | 34-43 | 39 | |
| | 13:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 14:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 15:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 16:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 17:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 18:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 19:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 20:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 21:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 22:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | 23:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| | Total | 4 | 1 | 6 | 11 | 11 | 66 | 66 | 265 | 419 | 419 | 177 | 177 | 74 | 74 | 11 | 11 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 1037 | | | |
| | Percent | 0.4% | 0.1% | 0.6% | 1.1% | 1.1% | 6.4% | 6.4% | 25.6% | 40.4% | 40.4% | 17.1% | 17.1% | 7.1% | 7.1% | 1.1% | 1.1% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.0% | | | |
| | AM Peak | 11:00 | | 08:00 | 08:00 | 08:00 | 07:00 | 07:00 | 07:00 | 08:00 | 08:00 | 07:00 | 07:00 | 10:00 | 10:00 | 08:00 | 08:00 | 06:00 | 06:00 | 06:00 | 06:00 | 06:00 | 06:00 | 06:00 | 06:00 | 08:00 | | | |
| | Vol. | 3 | 1 | 1 | 2 | 2 | 11 | 11 | 57 | 95 | 95 | 33 | 33 | 15 | 15 | 3 | 3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 189 | | | |
| | PM Peak | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | 12:00 | | | |
| | Vol. | 1 | 1 | 4 | 6 | 6 | 12 | 12 | 21 | 18 | 18 | 8 | 8 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 73 | | | |
| | Total | 4 | 1 | 11 | 17 | 17 | 119 | 119 | 602 | 1278 | 1278 | 876 | 876 | 323 | 323 | 58 | 58 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 3303 | | | |
| | Percent | 0.1% | 0.0% | 0.3% | 0.5% | 0.5% | 3.6% | 3.6% | 16.2% | 38.7% | 38.7% | 26.5% | 26.5% | 9.8% | 9.8% | 1.8% | 1.8% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.0% | | | | |

| Stats | 10 MPH Pace Speed : | 41-50 MPH |
|--------------------------------|---------------------|-----------|
| 15th Percentile : | 38 MPH | |
| 50th Percentile : | 44 MPH | |
| 85th Percentile : | 50 MPH | |
| 95th Percentile : | 54 MPH | |
| Number in Pace : | 2154 | |
| Percent in Pace : | 65.2% | |
| Number of Vehicles > 60 MPH : | 14 | |
| Percent of Vehicles > 60 MPH : | 0.4% | |
| Mean Speed(Average) : | 44 MPH | |

Fina Plat Brogdon Subdivision
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval for Brogdon Subdivision, Pct. 4.

Background

Fiscal Impact

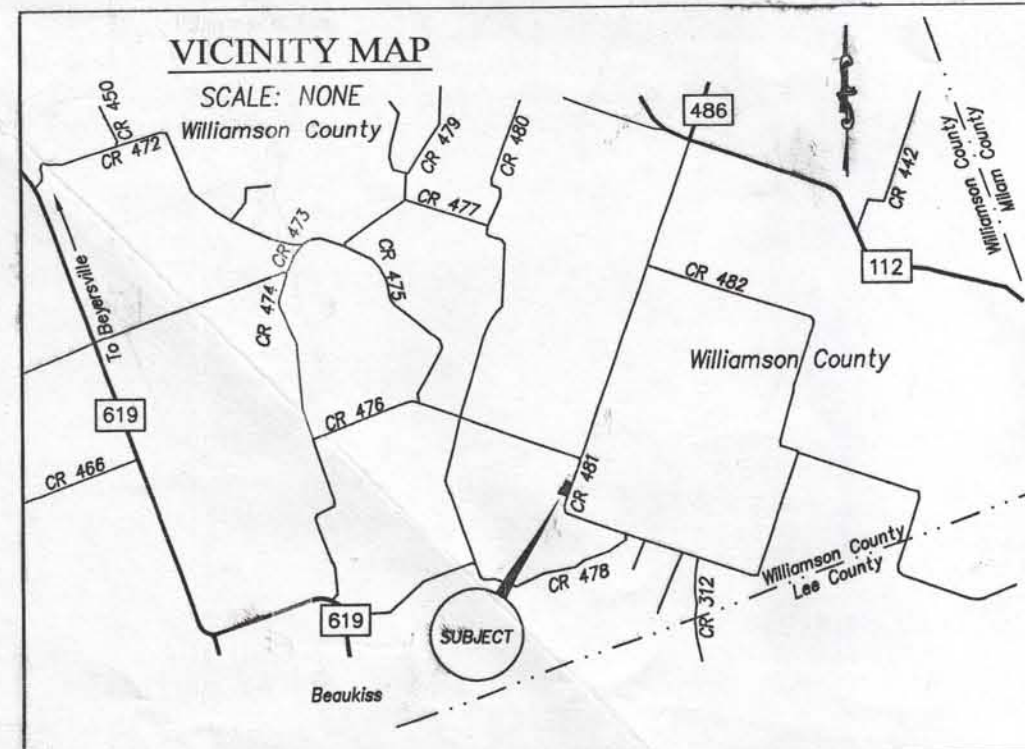
| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

Attachments

Link: [Projects Brogdon Subdivision](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 12/02/2009 03:32 PM
Final Approval Date: 12/03/2009



DEDICATION
 THE STATE OF TEXAS
 COUNTY OF WILLIAMSON

THAT I, **RAYLENE BROGDON**, ACTING THROUGH POWER OF ATTORNEY, GRANTED ON OCTOBER 15, 2009, ON BEHALF OF LAWRENCE O. BROGDON OWNER OF TWO TRACTS TRACT 1 BEING 3.21 ACRES AND TRACT 2 BEING 2.57 ACRES AS RECORDED IN A CASH WARRANTY DEED DATED 9-20-2007 AS RECORDED IN DOCUMENT NO. 2007081156 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY RE-SUBDIVIDE SAID TRACT 1 AND TRACT 2 AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

I, **RAYLENE BROGDON**, ACTING THROUGH POWER OF ATTORNEY, GRANTED ON OCTOBER 15, 2009, ON BEHALF OF LAWRENCE O. BROGDON ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER NOT THE COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATER SHED ORDINANCES.

Raylene Brogdon
RAYLENE BROGDON C/O LAWRENCE O. BROGDON
 2678 CR 481
 THRALL, TEXAS 76578
 PHONE: (512) 856-2125

THE STATE OF TEXAS
 COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 25 DAY OF November, 2009,
 BY Michael Rodriguez
Michael Rodriguez
 NOTARY PUBLIC, STATE OF TEXAS
 PRINTED NAME: Michael Rodriguez
 MY COMMISSION EXPIRES: 8-28-2013

SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

Bruce Lane Bryan
BRUCE LANE BRYAN
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
 STATE OF TEXAS

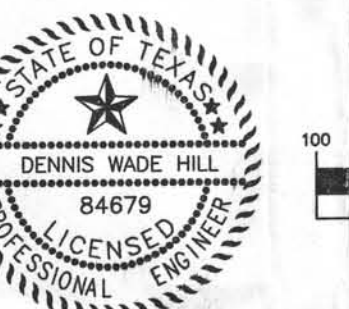
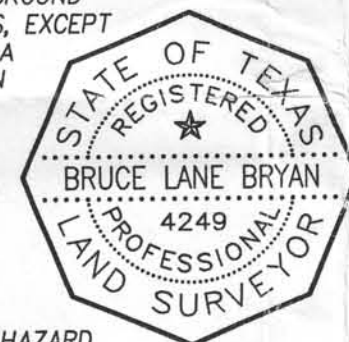
NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS AS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 481079 750 E, EFFECTIVE DATE 9-26-08, FOR WILLIAMSON COUNTY, TEXAS.

THE PROPOSED DEVELOPMENT WILL BE SERVED BY ON-SITE SEWAGE FACILITIES. POSITIVE DRAINAGE WILL BE MAINTAINED ACROSS THE AREAS SERVED BY THE OSSF AND IMPROVEMENTS TO DRAINAGE WILL BE MADE SHOULD ANY PROBLEMS DEVELOP IN THE FUTURE.

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

THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Dennis Wade Hill 11-25-09
DENNIS W. HILL
 LICENSED PROFESSIONAL ENGINEER NO. 84679
 STATE OF TEXAS



FINAL PLAT BROGDON SUBDIVISION

Williams Nichols Survey A-480

"75.104 Acres"
 WD w/VL - Melvin W. Kilsby, et ux
 to
 Rick Eicher, et ux
 Doc. # 2004082383 OPRWC
 Dated 10-15-2004

13640 CR 481
 THRALL, TX 76578

"2.57 Acres"
 CWD - Ricky A. Eicher and Cheryl Y. Eicher
 to
 Lawrence O. Brogdon
 Doc. # 2007081156 OPRWC
 Dated 9-20-2007

2678 CR 481
 THRALL, TX 76578

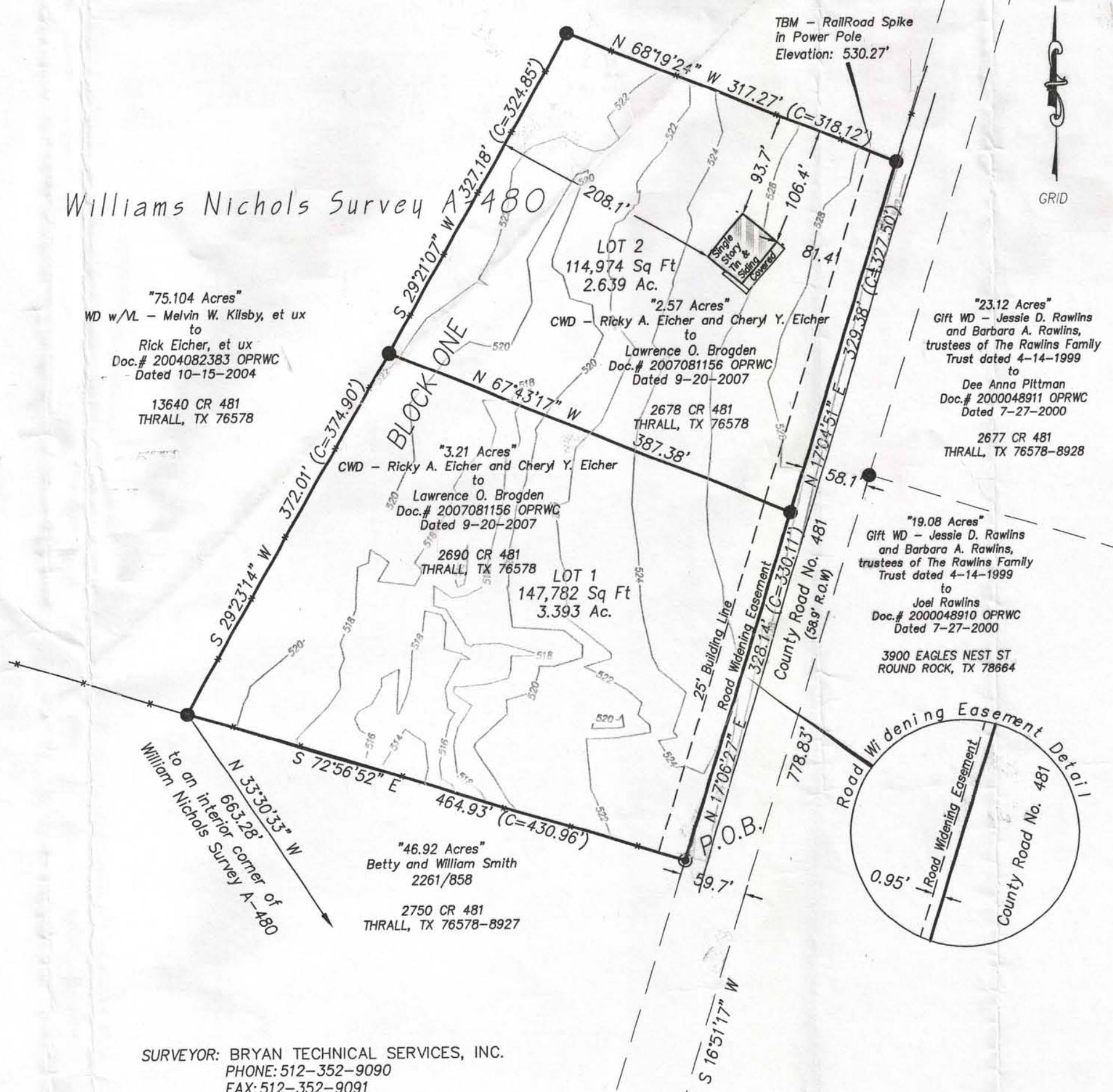
"3.21 Acres"
 CWD - Ricky A. Eicher and Cheryl Y. Eicher
 to
 Lawrence O. Brogdon
 Doc. # 2007081156 OPRWC
 Dated 9-20-2007

2690 CR 481
 THRALL, TX 76578

"46.92 Acres"
 Betty and William Smith
 2261/858

2750 CR 481
 THRALL, TX 76578-8927

TBM - RailRoad Spike
 in Power Pole
 Elevation: 530.27'



PERIMETER DESCRIPTION
 6.032 ACRES

These notes describe that certain tract of land situated in located in the WILLIAM NICHOLS SURVEY A-480, located in Williamson County, Texas; subject tract being all of a called "Tract One" and "Tract Two" as conveyed in a Cash Warranty Deed from Ricky A. Eicher and Cheryl Y. Eicher to Lawrence O. Brogdon, dated 9-20-2007 and recorded in Document No. 2007081156, Official Public Records of Williamson County, Texas (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 26, 2009, and being more fully described as follows:

BEGINNING at a Concrete Monument found in the West right-of-way of County Road No. 481 for the Northeast corner of a called "46.92 Acres" conveyed to Betty and William Smith as recorded in volume 2261, page 858, same being the Southeast corner of subject;

THENCE North 72°56'52" East, with the fenced common line of said "46.29 Acres" and subject for a distance of 464.93 feet (C=430.96') to a found 1/2" iron rod (capped 1433) at a fence corner for the Southwest corner of subject, same being the lower Southeast corner of a called "75.104 Acres" as conveyed in a warranty deed with vendor's lien from Melvin W. Kilsby, et ux to Rick Eicher, et ux, dated 10-15-2004 as recorded in Document No. 2004082383 OPRWC;

THENCE North 29°23'14" East, with the common fenced line of said "75.104 Acres" and subject for a distance of 372.01 feet (C=374.90') to a found 1/2" iron rod (capped 1433) for the Northwest corner of the aforementioned "Tract One" same being the Southwest corner of the aforementioned "Tract Two" for a point in the West line of subject;

THENCE North 29°21'07" East, continuing with the common fenced line of said "75.104 Acres" and subject for a distance of 327.18 feet (C=324.85') to a found 1/2" iron rod (capped 1433) for the Northwest corner of subject, same being the Northwest corner of said "Tract Two" and an interior corner of said "75.104 Acres";

THENCE South 68°19'24" East, with the common fenced line of said "75.104 Acres" and subject for a distance of 317.27 feet (C=318.12') to a found 1/2" iron rod (capped 1433) in the West right-of-way of County Road No. 481 for the Northeast corner of said "Tract Two", same being the Northeast corner of subject;

THENCE South 17°04'51" West, with the West right-of-way line of County Road No. 481 for a distance of 329.38 feet (C=327.50') to a found 1/2" iron rod (capped 1433) for the Southeast corner of said "Tract Two" same being the Northeast corner of said "Tract One" for a point the in East line of subject;

THENCE South 17°06'27" East, continuing with the West right-of-way line of County Road No. 481, for a distance of 328.14 feet (C=330.11') to the POINT OF BEGINNING containing according to the dimensions herein stated an area of 6.032 Acres of Land.

STATE OF TEXAS
 COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2009 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE DAY OF _____, 2009, A.D., AT _____ O'CLOCK, _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDE _____.

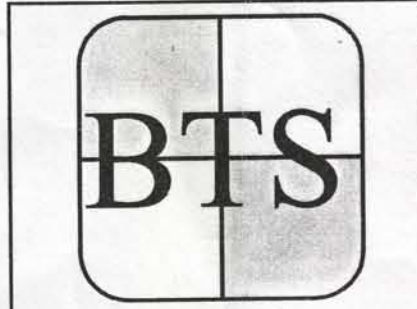
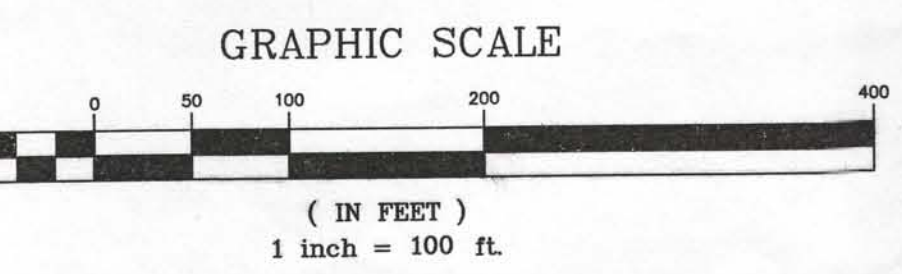
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

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

- LEGEND:
- P.O.B. - POINT OF BEGINNING
 - 1/2" IRON ROD FOUND (CAPPED 1433)
 - ⊙ CONCRETE MONUMENT FOUND

UTILITY PROVIDERS:
 VERIZON -(PHONE)
 BLUEBONNET -(ELECTRIC)
 MANVILLE -(WATER)

NOTE: BEARINGS/COORDINATES SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83/93 ADJUSTMENT (GRID VALUES); ELEVATIONS BASED ON NGVD 88 DATUM.



BRYAN TECHNICAL SERVICES, INC.
 P. O. BOX 1371
 TAYLOR, TEXAS 76574
 512-352-9090
 512-352-9091 (Fax)
 surveying@austin.rr.com

| | |
|-----------------------|-----------------|
| DRAWN BY: AS | CHECKED BY: BLB |
| SCALE: 1" = 100' | |
| DATE: AUGUST 26, 2009 | |
| JOB NUMBER | SHEET |
| 09-171 | 1 OF 2 |

RECEIVED

DEC 1 2009

URS

FINAL PLAT - BROGDON SUBDIVISION

FINAL PLAT BROGDON SUBDIVISION

CERTIFICATE OF COMPLIANCE

NO STRUCTURE OF LAND ON THIS BLUE LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGE THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

BASED UPON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE RECORDED STREET NAMES AND ADDRESSES.

Shilpa Bhadavle NOV-25, 2009
 _____ DATE
 SHILPA BHADSAVLE
 WILLIAMSON COUNTY ADDRESSING COORDINATOR

THIS SUBDIVISION IS LOCATED WITHIN THE SUD OF MANVILLE WATER SUPPLY UTILITY DISTRICT, THIS _____ DAY OF _____ 2009.

GENERAL MANAGER
 MANVILLE WATER SUPPLY

COMMISSIONERS COURT

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

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

HEALTH DEPARTMENT APPROVAL

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

Paulo Pinto 11/25/09
 _____ DATE
 PAULO PINTO
 DIRECTOR OF ENVIRONMENTAL SERVICES
 WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

COUNTY JUDGE APPROVAL

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

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

 DAN A. GATTIS, COUNTY JUDGE DATE

**FINAL PLAT -
 BROGDON SUBDIVISION**

| | | | | | |
|---|---|--|--------------|-----------------|--|
|  | BRYAN TECHNICAL SERVICES, INC. P. O. BOX 1371 TAYLOR, TEXAS 76574 512-352-9090 512-352-9091 (Fax) surveying@austin.rr.com | | DRAWN BY: AS | CHECKED BY: BLB | |
| | DATE: AUGUST 26, 2009 | | | | |
| | JOB NUMBER | | SHEET | | |
| | 09-171 | | 2 OF 2 | | |

PHOTOGRAPHIC MYLAR

TO DISCUSS AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH CITY OF WEIR

Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Lydia Linden, Unified Road System
Submitted For: Greg Bergeron
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and take appropriate action on th the approval of an Interlocal Agreement between Williamson County Unified Road System and the City of Weir, in the amount of \$5,103.58 for work to be done on CR 194

Background

Costs are for Labor, Eqpt. and Materials to be used for repairs at CR 194 in the City of Weir. Two copies of the agreement are being forward to the Judges office for his signature. Once the agreement is approved, signed and returned to URS we will begin scheduling for this work to be completed

Fiscal Impact

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

Attachments

Link: [City of Weir Interlocal Agreement](#)

Form Routing/Status

Form Started By: Lydia Linden Started On: 12/01/2009 10:07 AM
Final Approval Date: 12/02/2009

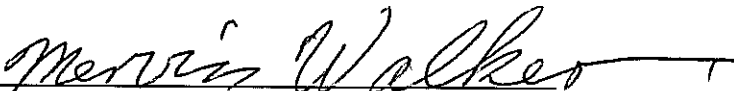
INTERLOCAL AGREEMENT

Pursuant to Texas Government Code, Chapter 791, the City of Weir, Texas wishes to enter into an Interlocal Agreement with Williamson County wherein the Williamson County Unified Road System shall blade and shape the roadway, clean out drainage and add base as needed and Emulsion for dust control on County Road 194.

An estimate of the work to be performed is attached hereto as Exhibit "A" and incorporated herein by reference.

Upon completion of the work, the City of Weir agrees to reimburse Williamson County \$5,103.58 for this maintenance repair work.

Dated this 24 day of Nov, 2009.


Mervin Walker, Mayor
City of Weir

Greg Bergeron, Road Superintendent
Williamson County

Approved by the Williamson County Commissioner's Court on this _____
day of _____, 2009.

Dan A. Gattis, County Judge
Williamson County

Exhibit "A"

Labor:

48 hours @ \$25.73/hr \$ 1235.04

Equipment:

1) 3 Belly Dumps @ 4 hrs ea =12 hrs @ \$49.50 per hr. \$ 594.00
2) 1 CAT 140 Grader 8hrs @ \$70.00 per hr. \$ 560.00
3) Ingersol Rand 66" Smooth Stell Wheel Roller
8hrs @ \$25.00 per hr \$ 200.00
4) 1 Gradall XL3100 8hrs @ \$75.00 per hr \$ 600.00
5) 1 Single Axle 8yd. Dump Truck 8hrs @ \$25.00 per hr. \$ 200.00
6) 1 Water Tanker Truck 4hrs @ \$25.00 per hr. \$ 100.00

Material:

250 tons of base @ \$4.98/ton \$1,245.00
200 gals of SS-Emulsion @ \$1.85 per gal. \$ 369.54

Total \$5,103.58

Budget Transfer Request 2001 Road Bond - CR 170
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing project budget transfer of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$600,000 from P45 (Gattis School Road) to P213 (CR 170).

Background

The budget is created for the CR 170 project to close Gap between Grand Avenue Parkway and A.W. Grimes Blvd.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette Started On: 12/02/2009 03:28 PM
Final Approval Date: 12/03/2009

Pond Springs Rd (WilCo Project No. 09WC710) Change Order No. 9
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 9 (in the amount of \$189,547.62) for Pond Springs Rd (WilCo Project No. 09WC710), a Road Bond Project in Precinct 1.

Background

In order to complete the project, the Contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for all costs associated with this work. An Interlocal Agreement has been executed with the City of Austin and is attached to the Change Order.

Fiscal Impact

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

Attachments

Link: [09WC710-CO#9](#)

Form Routing/Status

Form Started By: Krista Zaleski Started On: 12/02/2009 05:55 PM
Final Approval Date: 12/03/2009

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 BY: PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

- 1. CONTRACTOR: RGM Constructors
- 2. Change Order Work Limits: Sta. 11+64 to Sta. 108+86
- 3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2G, 4B (3 Max. - In order of importance - Primary first)

| | |
|-------------------------------|------------------------|
| Project: | <u>09WC710</u> |
| Roadway: | <u>Pond Springs Rd</u> |
| Purchase Order Number: | _____ |

5. Describe the work being revised:

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.

- 6. Work to be performed in accordance with Items: See Attached
- 7. New or revised plan sheet(s) are attached and numbered: 132A
- 8. New Special Provisions to the contract are attached: Yes No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

| | |
|---|--|
| <p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time*, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>11/30/09</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>MATT GULD</u></p> <p>Typed/Printed Title <u>PROJECT MANAGER</u></p> | <p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$189,547.62</u></p> <p style="text-align: center;">Received NOV 30 2009 HNTB Corp Round 6</p> |
|---|--|

RECOMMENDED FOR EXECUTION:

[Signature] 12/11/09
 Project Manager Date
 Construction Observer

 Design Engineer Date

[Signature] 12/21/09
 Program Manager Date

Design Engineer's Seal:

 County Commissioner Precinct 1 Date
 APPROVED REQUEST APPROVAL

 County Commissioner Precinct 2 Date
 APPROVED REQUEST APPROVAL

 County Commissioner Precinct 3 Date
 APPROVED REQUEST APPROVAL

 County Commissioner Precinct 4 Date
 APPROVED REQUEST APPROVAL

 APPROVED County Judge Date

*Days may be added to the Contract Schedule under a separate Change Order.

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

Project # 09WC710

TABLE A: Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|--|-------|-------------|--|--|-------------|
| | | | | | |
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TABLE B: Contract Items

| ITEM | DESCRIPTION | UNIT | UNIT PRICE | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | OVERRUN/ UNDERRUN |
|---------------|---|------|------------|-------------------------------|-----------|-----------------|----------|--------------|----------------------|
| | | | | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | |
| 9999-104 | MINOR WATER VALVE ADJUSTMENT (OUTSIDE OF PVMNT) | EA | \$502.67 | 0.00 | \$0.00 | 14.00 | 14.00 | \$7,037.38 | \$7,037.38 |
| 9999-105 | MAJOR WATER VALVE ADJUSTMENT (OUTSIDE OF PVMNT) | EA | \$1,045.32 | 0.00 | \$0.00 | 33.00 | 33.00 | \$34,495.56 | \$34,495.56 |
| 9999-106 | MINOR WATER VALVE ADJUSTMENT (IN PVMNT) | EA | \$1,029.88 | 0.00 | \$0.00 | 1.00 | 1.00 | \$1,029.88 | \$1,029.88 |
| 9999-107 | MAJOR WATER VALVE ADJUSTMENT (IN PVMNT) | EA | \$1,767.43 | 0.00 | \$0.00 | 4.00 | 4.00 | \$7,069.72 | \$7,069.72 |
| 9999-108 | MINOR WASTE WATER MANHOLE ADJUSTMENT | EA | \$2,088.04 | 0.00 | \$0.00 | 13.00 | 13.00 | \$27,144.52 | \$27,144.52 |
| 9999-109 | MAJOR WASTE WATER MANHOLE ADJUSTMENT | EA | \$4,087.92 | 0.00 | \$0.00 | 14.00 | 14.00 | \$57,230.88 | \$57,230.88 |
| 9999-110 | FIRE HYDRANT RELOCATION | EA | \$3,793.21 | 0.00 | \$0.00 | 10.00 | 10.00 | \$37,932.10 | \$37,932.10 |
| 9999-111 | FIRE HYDRANT ADJUSTMENT | EA | \$1,505.99 | 0.00 | \$0.00 | 0.00 | 0.00 | \$0.00 | \$0.00 |
| 9999-112 | PULL BOX ADJUSTMENTS (24") | EA | \$793.50 | 0.00 | \$0.00 | 11.00 | 11.00 | \$8,728.50 | \$8,728.50 |
| 9999-113 | PULL BOX ADJUSTMENTS (36") | EA | \$2,415.00 | 0.00 | \$0.00 | 3.00 | 1.00 | \$7,245.00 | \$7,245.00 |
| 9999-114 | AIR RELEASE LINE RELOCATION | LS | \$1,634.08 | 0.00 | \$0.00 | 1.00 | 1.00 | \$1,634.08 | \$1,634.08 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTALS | | | | | | | | \$189,547.62 | \$189,547.62 |

CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| <p>1. Design Error or Omission</p> | <p>1A. Incorrect PS&E 1B. Other</p> |
| <p>2. Differing Site Conditions (unforeseeable)</p> | <p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p> |
| <p>3. County Convenience</p> | <p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other</p> |
| <p>4. Third Party Accommodation</p> | <p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other</p> |
| <p>5. Contractor Convenience</p> | <p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p> |
| <p>6. Untimely ROW/Utilities</p> | <p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p> |

Williamson County Road Bond Program

**Pond Springs Road
Williamson County Project No. 09WC710**

Change Order No. 9

Reason for Change

In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The quantities added by this Change Order are estimates, the actual field conditions may vary. The City of Austin will reimburse the County in full for the final quantities of this work.

Following are the items necessary for the completion of this work.

| ITEM | DESCRIPTION | QTY | UNIT |
|----------|---|-----|------|
| 9999-104 | MINOR WATER VALVE ADJUSTMENT (OUTSIDE OF PVMNT) | 14 | EA |
| 9999-105 | MAJOR WATER VALVE ADJUSTMENT (OUTSIDE OF PVMNT) | 33 | EA |
| 9999-106 | MINOR WATER VALVE ADJUSTMENT (IN PVMNT) | 1 | EA |
| 9999-107 | MAJOR WATER VALVE ADJUSTMENT (IN PVMNT) | 4 | EA |
| 9999-108 | MINOR WASTE WATER MANHOLE ADJUSTMENT | 13 | EA |
| 9999-109 | MAJOR WASTE WATER MANHOLE ADJUSTMENT | 14 | EA |
| 9999-110 | FIRE HYDRANT RELOCATION | 10 | EA |
| 9999-111 | FIRE HYDRANT ADJUSTMENT | 0 | EA |
| 9999-112 | PULL BOX ADJUSTMENTS (24") | 11 | EA |
| 9999-113 | PULL BOX ADJUSTMENTS (36") | 3 | EA |
| 9999-114 | AIR RELEASE LINE RELOCATION | 1 | LS |

This Change Order results in a net increase of \$189,547.62 to the Contract amount, for an adjusted total Contract amount of \$3,526,121.17. The original Contract amount was \$3,167,595.05. As a result of this and all Change Orders to date, \$358,526.12 has been added to the Contract, resulting in an 11.3% net increase in the Contract Cost. No additional days will be added to the Contract at this time. A Contract Time Extension may be added at a later date by a separate Change Order if a time delay for the adjustments of the utilities is determined to be necessary.

HNTB Corporation

James Klotz, P.E.

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. Gussie

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).

4400 West LLC Real Estate Contract - SH 29 (P4)
Commissioners Court - Regular Session

Date: 12/08/2009
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 4400 West LLC for ROW on SH 29.

Background

Fiscal Impact

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

Attachments

Link: [4400 West LLC RE Contract - SH 29 \(P4\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/03/2009 11:37 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by 4400 WEST LLC, a Texas limited liability company (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 2.925 acre tract of land, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds description of this area to be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

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

2.01. The purchase price for the Property shall be the sum of \$3.25 multiplied by the total number of square feet of property to be acquired. The total area of property to be acquired shall be determined by the final metes and bounds survey to be completed as directed herein.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the closing.

Additional Terms and Consideration

2.04. In addition to the Purchase Price stated above, the parties agree that the following provisions and terms are consideration for the sale and purchase (the "Continuing Obligations"):

a. Any existing culverts on the Property to be replaced at Seller's new property lines and road crossings by Purchaser at Purchaser's cost when SH 29 road widening improvements are constructed.

b. The parties acknowledge that there is an existing preliminary plat of the Property, which has been subsequently amended and said amended plat and supporting construction plans are depicted in and attached hereto as Exhibit "B." Seller will retain the right to the number and location of the proposed access point shown in Exhibit "B" and any existing access points now approved by TxDot or other governmental entity having jurisdiction over driveway permitting and/or subdivision platting and approval for the Property or remaining property. At the time of SH 29 widening project any existing roadway access points and roadway connections shown on Exhibit "B" are to be replaced by Purchaser with equivalent access and roads to new property line of Seller as part of the SH 29 widening project. Culverts and concrete aprons shall be constructed at each currently existing and proposed Exhibit "B" access location by Purchaser in a width and capacity at least the same as existing at such time as widening takes place.

c. Prior to or in connection with the construction of SH 29 widening project improvements, Purchaser or its successors or assigns will cause at its cost the restoration of connections to all utilities in the same manner as the property will be served at such time (including water, wastewater, electric, telephone, cable, gas), and provide the replacement of all necessary easements which will be existing and in place upon the Property or shown on the proposed Exhibit "B". Any new placement or construction of utilities which is not to be done pursuant to existing easement rights on the Property to be acquired must be reviewed and approved by Purchaser or its designated agent or assigns prior to any such construction or installation. In the event that the preliminary plat referenced in Exhibit "B" has not been through Final Platting and recordation prior to the purchase of Sellers property Purchaser agrees to cooperate with Seller in the permitting and approval of said easements.

d. Simultaneously with the closing of this transaction Purchaser shall grant Seller a license for the placement of certain signage on the Property. The form of the license shall be as shown in Exhibit "C" attached hereto and incorporated herein.

All of the foregoing Continuing Obligations shall survive the closing of this Contract and transaction.

**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;

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 31, 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 Purchaser 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" or as otherwise described herein, 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 pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

(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 in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit be forthwith returned by the title company to the Seller.

**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.

Purchase of Future Right of Way

9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:

4400 West LLC,
a Texas limited liability company

By: _____

Address: P.O. Box 548

Its: _____

Georgetown, Texas 78627

Date: _____

PURCHASER:

County of Williamson, Texas

By: _____
Dan A. Gattis, County Judge

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

Date: _____

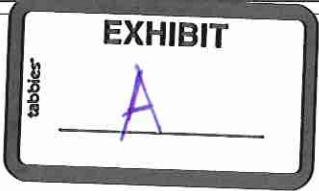
Preliminary Sketch of R.O.W. Parcels State Highway No. 29



Scale 1" = 200'

SUBDIVISION LINES ARE FOR GRAPHIC PURPOSES ONLY

- Legend**
- 1/2" Iron Rod Found
 - 1/2" Capped Iron Rod Set "Walker"
 - X X cut in Concrete Found
 - * Cotton Spindle Found
 - Concrete Monument Found
 - ▲ Calculated Point



18.75 acres
Doc No.
2007094693

L=677.16'
R=10850.00'
Δ=03°34'33"
C LEN=677.05'
BRG=S 85°03'14" E

127407.6 SQ. FT.
2.925 ACRES

67313.8 SQ. FT.
1.545 ACRES

63574.4 SQ. FT.
1.459 ACRES

Estancia Section Two
Cab. 'E-E' Slide 377

Lot 1

Lot 2

Fence
House

Proposed R.O.W Line

Existing R.O.W Line

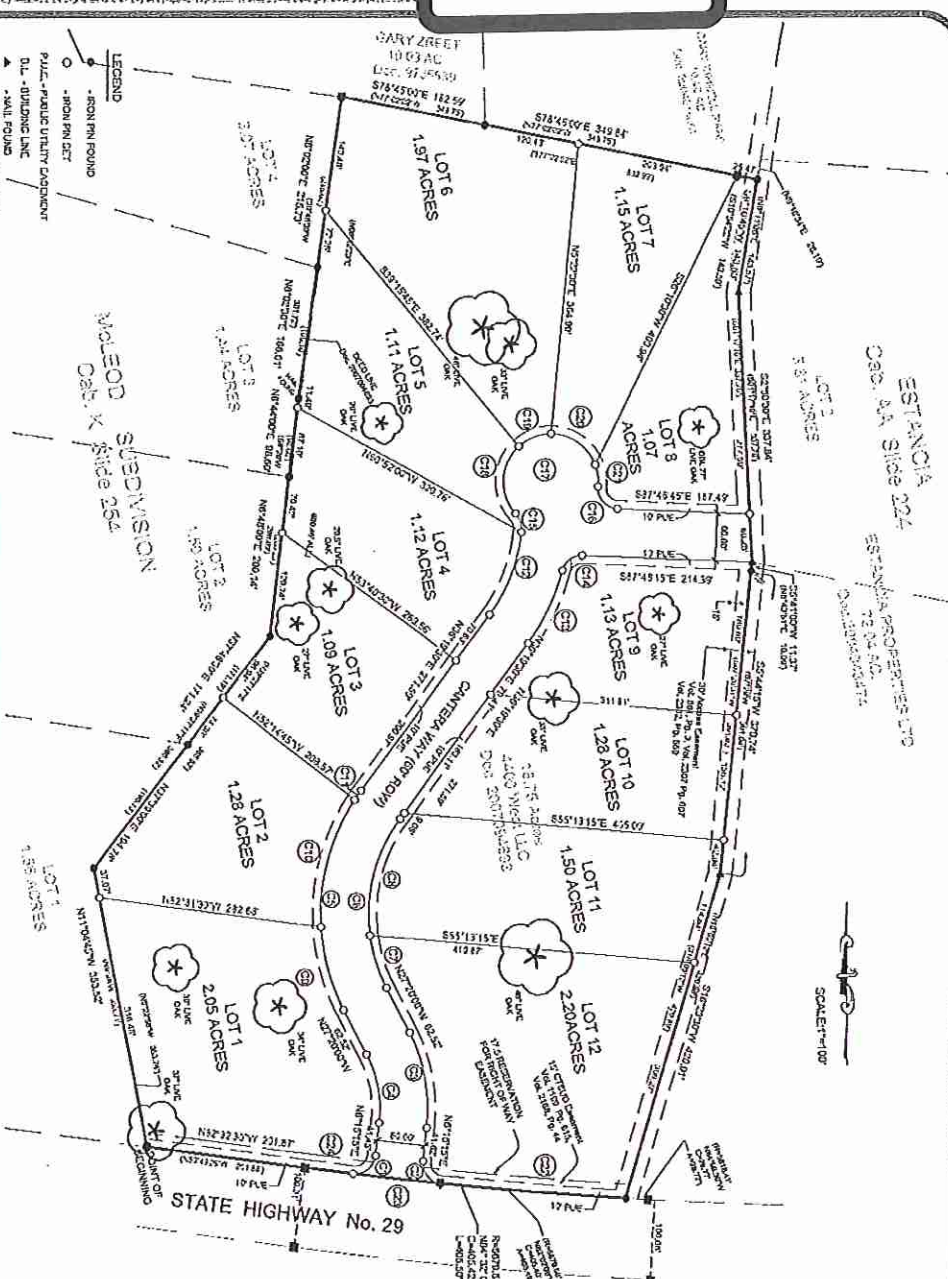
EXHIBIT 'A'

L=405.49'
R=5679.58'
Δ=04°05'26"
C LEN=405.40'
BRG=N 82°50'28" W

L=29.10'
R=5818.41'
Δ=00°17'12"
C LEN=29.10'
BRG=S 84°11'15" E

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512)-258-3361

***This sketch is for Preliminary Use Only, Not for Recordation**



| Curve # | Radius | Tempel | Arc Len | Chord Len | Chord Ang |
|---------|---------|---------|---------|-----------|-------------|
| C1 | 35.00' | 55.28' | 30.59' | 35.50' | N87°34'17"E |
| C2 | 25.00' | 25.21' | 30.47' | 35.50' | N89°39'46"W |
| C3 | 270.00' | 83.28' | 123.11' | 121.13' | N17°27'26"W |
| C4 | 150.00' | 45.47' | 87.46' | 86.69' | N10°20'26"W |
| C5 | 200.00' | 101.48' | 208.88' | 204.25' | N82°24'42"E |
| C6 | 200.00' | 124.12' | 222.22' | 210.00' | N82°24'42"E |
| C7 | 200.00' | 164.81' | 284.88' | 284.25' | N82°24'42"E |
| C8 | 200.00' | 204.81' | 352.20' | 348.00' | N17°27'26"W |
| C9 | 200.00' | 244.81' | 420.52' | 416.00' | N17°27'26"W |
| C10 | 200.00' | 284.81' | 488.84' | 484.00' | N17°27'26"W |
| C11 | 200.00' | 324.81' | 557.16' | 552.00' | N17°27'26"W |
| C12 | 210.00' | 87.27' | 111.24' | 110.40' | N17°00'00"E |
| C13 | 220.00' | 61.39' | 101.48' | 100.40' | N24°30'00"E |
| C14 | 250.00' | 30.59' | 50.79' | 51.25' | N50°00'00"E |

| Curve # | Radius | Tempel | Arc Len | Chord Len | Chord Ang |
|---------|---------|---------|---------|-----------|-------------|
| C15 | 30.00' | 13.32' | 25.00' | 24.30' | N17°41'30"W |
| C16 | 22.00' | 28.67' | 40.59' | 36.43' | N89°39'46"W |
| C17 | 60.00' | 130.01' | 230.32' | 230.17' | N72°00'42"E |
| C18 | 60.00' | 58.84' | 100.70' | 84.02' | N24°30'00"E |
| C19 | 60.00' | 23.57' | 44.91' | 43.97' | N89°41'57"E |
| C20 | 60.00' | 41.42' | 72.50' | 66.17' | N67°37'51"W |
| C21 | 60.00' | 141.37' | 272.40' | 272.41' | S72°00'00"E |
| C22 | 500.00' | 117.25' | 224.49' | 224.49' | N82°24'42"W |
| C23 | 500.00' | 52.34' | 110.40' | 110.40' | S43°29'30"E |
| C24 | 500.00' | 30.59' | 60.22' | 60.22' | N82°24'42"W |

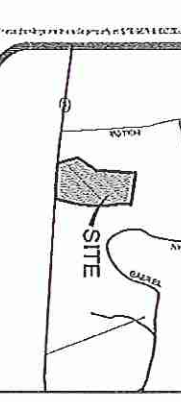
FINAL PLAT
4400 WEST LLC
SUBDIVISION
A 18.75 Acre Subdivision situated in the
Issac Demagan Survey Abstract No. 178
Williamson County, Texas

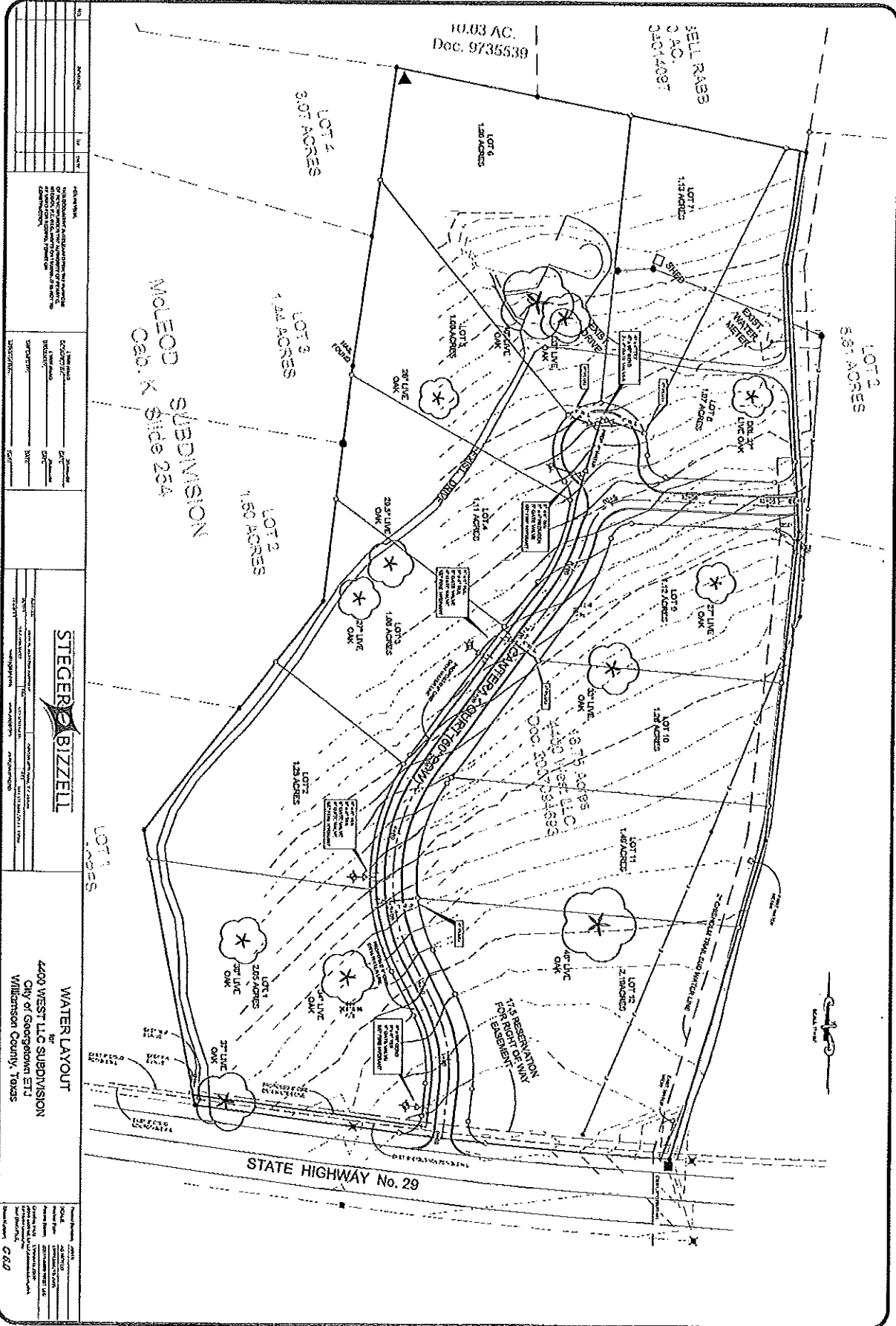


1879 S. ALSTON AVENUE
COLUMBIANA, TX 76850
281-467-8121
WWW.STEGERBIZZELL.COM
DANIEL C. STEGER
JEFFREY B. BIZZELL
JAMES W. KENNEDY
KEVIN L. WALKER
JAMES W. KENNEDY
KEVIN L. WALKER

- GENERAL NOTES:**
- Total Acres: 14.78
 - Number of Lots: 12
 - Acre of undivided: 13.60 Acres
 - In order to preserve distance away from a structure, the auto driveway should be half (1/2) the lot door for 12' and the 12' shall be a minimum of 10' from the building.
 - 12' fire break is established a least 10' set.
 - Each lot shall be served by an on-site well-water system. Water will be provided by the City of Cologhen. The lot owner shall be responsible for the cost of the well.
 - The lot is located in the Williamson County Flood Plain. A Flood Plain Map is available from the Texas Department of Transportation, Division of Flood Control and River Protection, Austin, Texas. The Flood Plain Map is located at the Williamson County Flood Plain. A Flood Plain Map is available from the Texas Department of Transportation, Division of Flood Control and River Protection, Austin, Texas. The Flood Plain Map is located at the Williamson County Flood Plain.
 - The City of Cologhen will be responsible for the cost of the well.
 - The City of Cologhen will be responsible for the cost of the well.
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 - The City of Cologhen will be responsible for the cost of the well.
 - The City of Cologhen will be responsible for the cost of the well.

FOR REVIEW ONLY





| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1 | PREPARED BY | |
| 2 | CHECKED BY | |
| 3 | APPROVED BY | |
| 4 | DATE | |

10.03 AC.
Doc. 9735539

SELL RA8B
0 AC.
2401409T

LOT 1 1.15 ACRES

LOT 2 1.50 ACRES

LOT 3 1.44 ACRES

LOT 4 3.07 ACRES

LOT 5 1.08 ACRES

LOT 6 1.08 ACRES

LOT 7 1.08 ACRES

LOT 8 1.08 ACRES

LOT 9 1.08 ACRES

LOT 10 1.08 ACRES

LOT 11 1.08 ACRES

LOT 12 0.81 ACRES

MOLEOD SUBDIVISION
Cab. K Side 234

STEGER BIZZELL

Professional Engineer
No. 123456789
State of Texas

4400 WEST L.C. SUBDIVISION
City of Georgetown TX
Williamson County, Texas

WATER LAYOUT

4400 WEST L.C. SUBDIVISION
City of Georgetown TX
Williamson County, Texas

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1 | PREPARED BY | |
| 2 | CHECKED BY | |
| 3 | APPROVED BY | |
| 4 | DATE | |

666



LICENSE AGREEMENT

This License Agreement (hereinafter, "Agreement") is made this _____ day of _____, 2009, by and between the WILLIAMSON COUNTY, TEXAS, (hereinafter "Licensor"), a Texas home rule municipality, and 4400 WEST LLC, a Texas limited liability company, (hereinafter, "Licensee", whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public right-of-way Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public right-of-way Property; and

NOW, THEREFORE, it is agreed as follows:

License

1. Licensee shall have the right to install, construct, operate, maintain, upgrade, and repair landscaping and irrigation systems in, over and upon public right of way Property, as described in Exhibit "A", and to install monument, directional or sales information signage upon the Property.

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license.

The type, size and location of any signage must be reviewed and approved by the Williamson County Engineer or his designated agent, which consent shall not be unreasonably withheld, and must otherwise comply with any rules or regulations, or ordinances governing signage which exist at the time that the signage is proposed to be erected. It is further understood that before the installation of any current or subsequent landscaping, irrigation systems and sign, Licensee shall present a detailed construction and/or landscaping plan to the Williamson County Engineer or other designated official having jurisdiction of the Property for review and approval.

It is further understood that Licensor has no duty to maintain, operate, replace, upgrade, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

Consideration

2. In consideration for this license, Licensee shall pay Licensor \$10.00 and other valuable consideration paid by Licensee to Licensor.

Nonassignable

3. This license granted in this Agreement is personal to Licensee or any property owners association created to maintain Licensee's Improvements. This Agreement is not assignable for the purpose of off-premise advertising or signage. Any such assignment of this Agreement will automatically terminate the license. Notwithstanding the foregoing, Licensee shall be permitted to assign Licensee's license under this Agreement to any assignee acquiring all or a portion of Licensee's property adjacent to the Property provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

Terminable at Will

4. This Agreement is terminable by either party at will by the giving of 60 days actual notice to the other party. Upon termination, if Licensee does not remove and improvements prior to the termination date any improvements to Property will become the property of Licensor and it is agreed that Licensor will not need to reimburse Licensee for any costs expended for said improvements.

Indemnity

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license under this Agreement.

Release

6. Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Venue

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

Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

CITY: Williamson County, Texas
ATTN: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

COMPANY: 4400 West LLC,
a Texas limited liability company
Attn: _____

IN WITNESS WHEREOF, this AGREEMENT is executed on the dates indicated.

WILLIAMSON COUNTY, TEXAS

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

4400 WEST LLC, a Texas limited liability company

By: _____
Printed Name: _____
Its: _____
Date Signed: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Dan A. Gattis, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, _____ of 4400 WEST LLC, a Texas limited liability company, on behalf of said business, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Texas

After Recording, Please Return To:

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

Gattis Real Estate Contract - CR 104 (P5)
Commissioners Court - Regular Session

Date: 12/08/2009
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 Gattis for ROW needed on CR 104.

Background

Fiscal Impact

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

Attachments

Link: [Gattis RE Contract - CR 104 \(P5\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 12/03/2009 11:41 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
CR 104 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by WAYNE M. GATTIS AND GLENDA R. GATTIS (referred to in this Contract as "Seller") 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 0.272 acre tract of land, more or less, out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein. (Parcel 5); 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, and compensation for any damages to the remaining property of Seller, shall be the sum of THREE THOUSAND SIX HUNDRED FIFTY and 00/100 Dollars (\$3,650.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of TWO THOUSAND AND THIRTY and 00/100 Dollars (\$2,030.00) for the purchase of any improvements or the replacement of fencing of Seller.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any relocation 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.

2.03 As a portion of the compensation for the sale of the Property, and as an obligation which shall survive the closing of this transaction, as a part of the CR 104 roadway expansion construction Purchaser agrees to install a new drainage culvert under the existing driveway of Seller at approximately Station 49+55 in order to direct the flow of water down the roadside ditch on the south side of the driveway connection with the roadway improvements, and as further shown on the exhibit attached hereto as Exhibit "B". The culvert size shall comply with Williamson County roadway design criteria and standards required for roadways of this type.

Payment of Purchase Price

2.03. The Purchase Price and Additional Compensation, if any, 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 December 31, 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 Purchaser 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 or encumbrances, except for the following:

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

The deed shall be in the form as shown in Exhibit "C" attached hereto.

(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 in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (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 in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

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

**ARTICLE VIII
BREACH BY PURCHASER**

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

**ARTICLE IX
MISCELLANEOUS
Notice**

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.

SELLER:

Wayne M. Gattis

Date: _____

Address: _____

Glenda R. Gattis

Date: _____

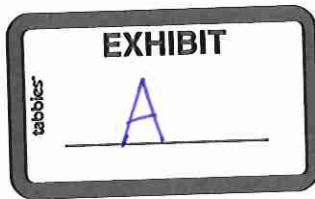
Address: _____

PURCHASER:

County of Williamson

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

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



PERIMETER DESCRIPTION

GATTIS

BEING 0.272 of an acre (11,846 Square Feet) of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said land being a portion of that certain tract of land called 9.46 acres, as conveyed to Wayne M. Gattis and wife, Glenda R. Gattis, by deed as recorded in Volume 514, Page 251, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2009, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a nail found on the west line of County Road No. 104, marking the most easterly corner of the above-referenced 9.46 acre Gattis tract, for the most easterly corner hereof;

THENCE, along the Northwest line of County Road No. 104, being the east line of the said 9.46 acre Gattis tract, S 20°57'30" W, 101.61 feet, to an iron pin set for the most southerly corner hereof;

THENCE, along a curve to the left, (Radius=560.00 feet, Long chord bears N 11°14'45" W, 205.22 feet) an arc distance of 206.39 feet, to an iron pin set and N 21°48'15" W, 181.00 feet, to an iron pin set on the north line of the said 9.46 acre Gattis tract, being a southerly line of County Road No. 104, for the Northwest corner hereof;

THENCE, S 82°22'30" E, 37.54 feet, to a calculated point for the Northeast corner of the said 9.46 acre Gattis tract, being an interior corner of County Road No. 104, for the Northeast corner hereof;

THENCE, S 21°32'30" E, 289.70 feet, to the Place of BEGINNING and containing 0.272 of an acre (11,846 Square Feet) of land.

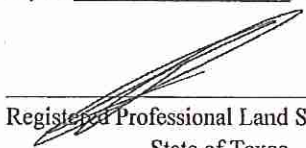
STATE OF TEXAS

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 here on and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, 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 the 6th day of March, 2009, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas
Project No. 21120-2 Gattis



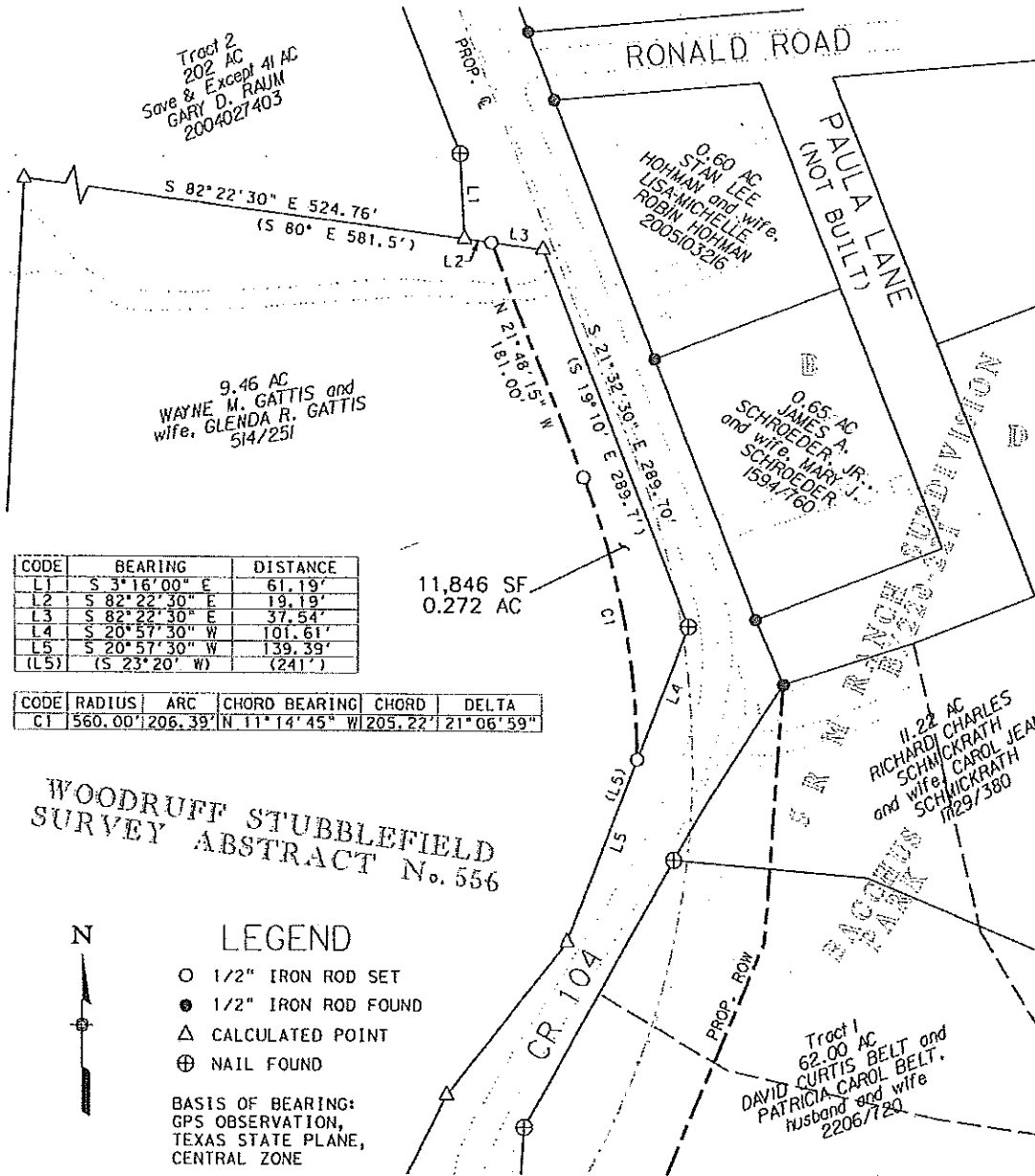
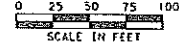
STEGEROBIZZELL

1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, RIGHT-OF-WAY ACQUISITION
 IMPROVEMENT SURVEY OF A PORTION OF THE GATTIS TRACT SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT No. 556

OF RECORD IN VOLUME 514, PAGE 251 OF THE DEED RECORDS OF
WILLIAMSON COUNTY COUNTY TEXAS.

PERIMETER DESCRIPTION: X ATTACHED NOT REQUIRED SCALE: 1"=100'

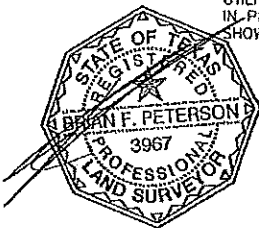


| CODE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 3°16'00" E | 61.19' |
| L2 | S 82°22'30" E | 19.19' |
| L3 | S 82°22'30" E | 37.54' |
| L4 | S 20°57'30" W | 101.61' |
| L5 | S 20°57'30" W | 139.39' |
| (L5) | (S 23°20' W) | (241.7') |

| CODE | RADIUS | ARC | CHORD BEARING | CHORD | DELTA |
|------|---------|---------|---------------|---------|-----------|
| CT | 560.00' | 206.39' | N 11°14'45" W | 205.22' | 21°06'59" |

I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 24 DAY OF MARCH, 2009; THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN-PLACE, EXCEPT AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48491 EFFECTIVE DATE OF SEPTEMBER 26, 2008 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL C0325E OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OF NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



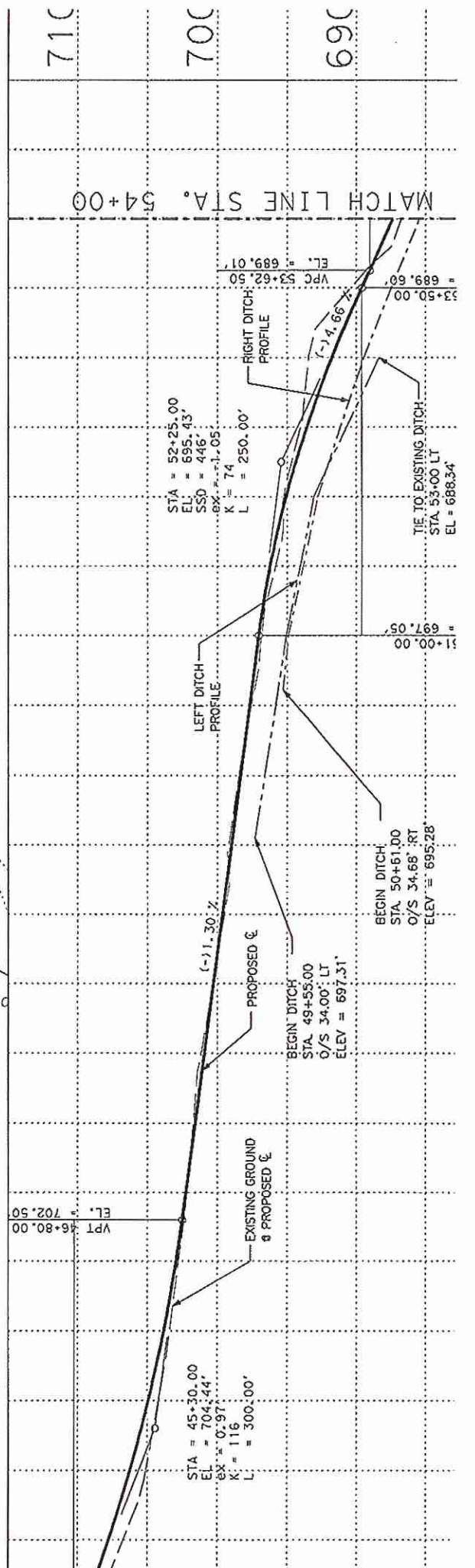
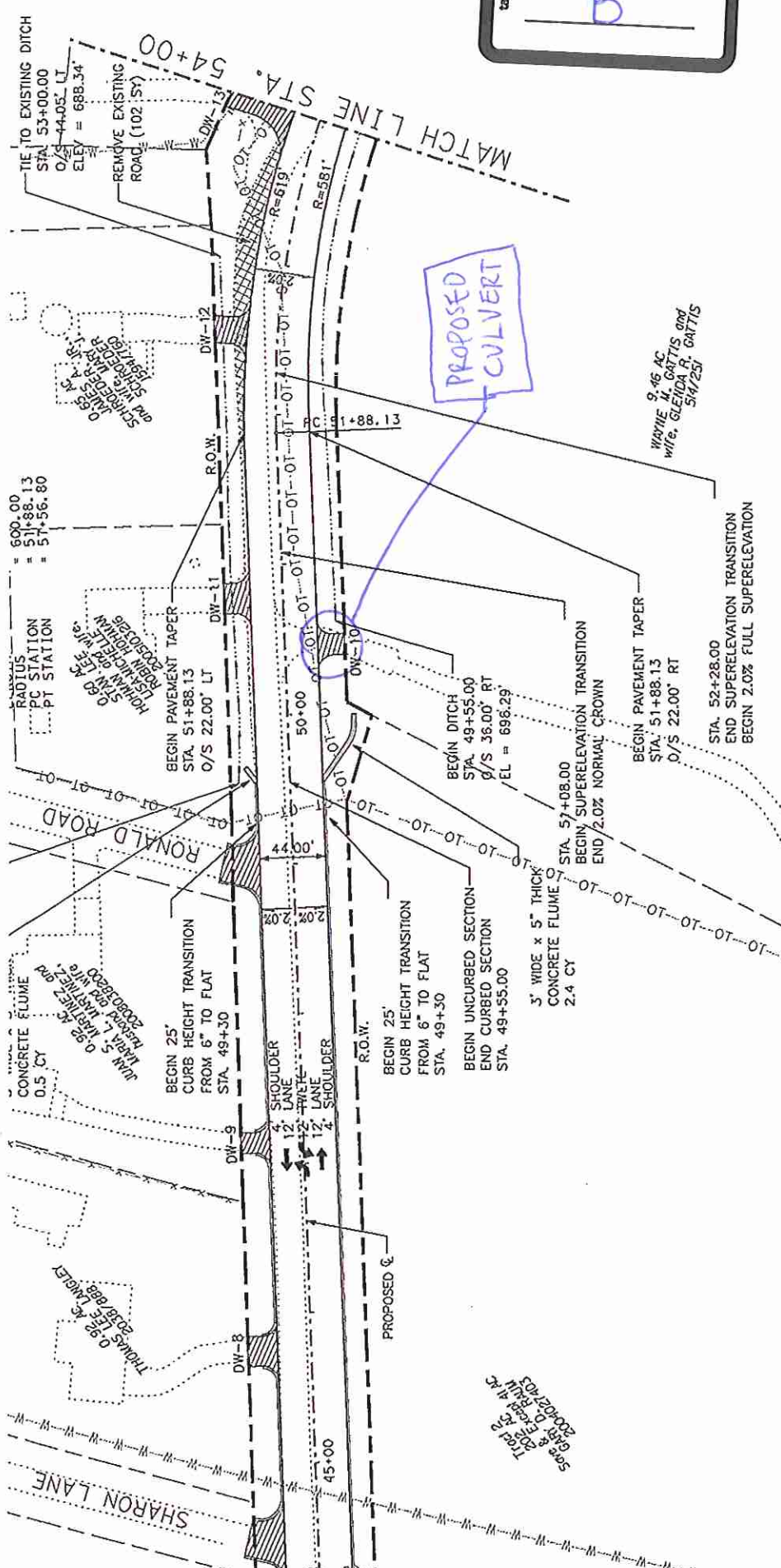
STEGEROBIZZELL

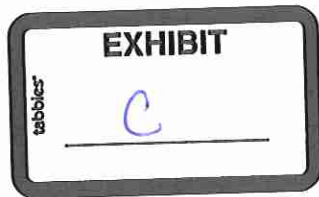
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78633
 PHONE 512.930.9412 FAX 512.930.9416 WEB STEGEROBIZZELL.COM
 SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

EXHIBIT

B

tabbies





SPECIAL WARRANTY DEED
CR 104 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 is 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 County Road 104 roadway 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 WAYNE M. GATTIS and GLENDA R. GATTIS, 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 Williamson County, Texas 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 0.272 acre of land, more or less, situated in the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein

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.

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 Williamson County, 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 Williamson County, 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:

WAYNE M. GATTIS

GLENDA R. GATTIS

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Wayne M. Gattis and Glenda R. Gattis, 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:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Spangler Real Estate Contract - US 183 (P11)
Commissioners Court - Regular Session

Date: 12/08/2009
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 Spangler regarding ROW on US 183.

Background

Fiscal Impact

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

Attachments

Link: [Spangler RE Contract - US 183 \(P11\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/03/2009 11:27 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
US183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SCOTT M. SPANGLER and MELISSA A. SPANGLER, (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 1.966 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 11); and

All of that certain 0.234 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 "B" attached hereto and incorporated herein.

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 THREE HUNDRED EIGHTY THREE THOUSAND AND THREE HUNDRED TWENTY EIGHT and 00/100 Dollars (\$383,328.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of FIVE THOUSAND THREE HUNDRED TWENTY SIX and 00/100 Dollars (\$5,326.00) for the acquisition of any improvements on the Property or for the replacement of any fencing.

Payment of Purchase Price

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

Special Provisions and Additional Terms

2.03. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a thirty (30) foot wide asphalt driveway with twenty-five (25) foot radii between the proposed US 183 roadway improvements to be constructed upon the Property and the remaining property of Seller. The driveway shall be constructed at approximately Station 3137+00 of the project. At the request of Purchaser, Seller agrees to provide any temporary construction easement required to carry out the obligations in this paragraph.

2.04. Purchaser has previously paid Seller the amount of \$50,000 in return for the grant of a Replacement Water Line Easement and Right-of-Way to Chisholm Trail Special Utility District, as recorded in Document No. 2007074281. Pursuant to agreement between the parties the payment for this Easement was to be credited or offset from any future payments for any additional property acquired by Purchaser from Seller. Seller and Purchaser now desire to amend this agreement, and as additional consideration for the purchase of the Property it is hereby agreed that the \$50,000 payment referenced herein shall not be credited or offset from the Purchase Price or Additional Compensation.

**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 December 31, 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-B", 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 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.

(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 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 Upon full execution of 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 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.

SELLER:

Scott M. Spangler
Date: _____

Address: _____

Melissa A. Spangler
Date: _____

Address: _____

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.: 11
Highway: U.S. 183
Limits: From: Riva Ridge Drive
 To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 1.966 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.003 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SCOTT M. SPANGLER, AS RECORDED IN DOCUMENT NO. 2003037973, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.966 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, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 134+30.47, being in the proposed west right-of-way line of U.S. Highway 183, a varying width right-of-way, also being in the north line of said 10.003 acre tract and the south line of a called 5.8078 acre tract of land, Tract 2, described in the deed to Foster San Gabriel Investments, LTD., as recorded in Document No. 2005003392, 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 10.003 acre tract and said 5.8078 acre tract bears, S 69° 09' 46" W, a distance of 556.50 feet;

THENCE leaving said proposed west right-of-way line with said common line, N 69° 09' 46" E, a distance of 200.41 feet to a 1/2-inch iron rod found for the east common corner of said 10.003 acre tract and said 5.8078 acre tract, also being the existing west right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE leaving said common line with said existing west right-of-way line, S 21° 02' 37" E, a distance of 575.47 feet to a 1/2-inch iron rod found for the east common corner of said 10.003 acre tract and a called 71.3684 acre tract of land described in the deed to Foster San Gabriel Investments, LTD., as recorded in Document No. 2002087769, of the Official Public Records of Williamson County, Texas;

THENCE leaving said existing west right-of-way line with the common line of said 10.003 acre tract and said 71.3684 acre tract, S 69° 09' 58" W, a distance of 97.21 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 140+15.48, being in said proposed west right-of-way line, from which a 1/2-inch iron rod found for the southwest corner of said 10.003 acre tract bears, S 69° 09' 58" W, a distance of 659.78 feet;

THENCE leaving said common line with said proposed west right-of-way line crossing through the interior of said 10.003 acre tract, N 31° 12' 18" W, a distance of 585.01 feet to the POINT OF BEGINNING and containing 1.966 acre acres of land, more or less.

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

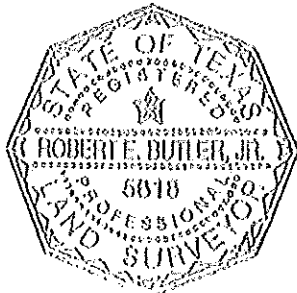
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

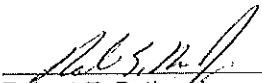
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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.

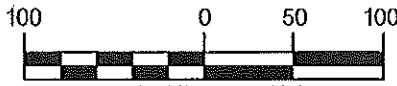
SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735




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

LEGEND

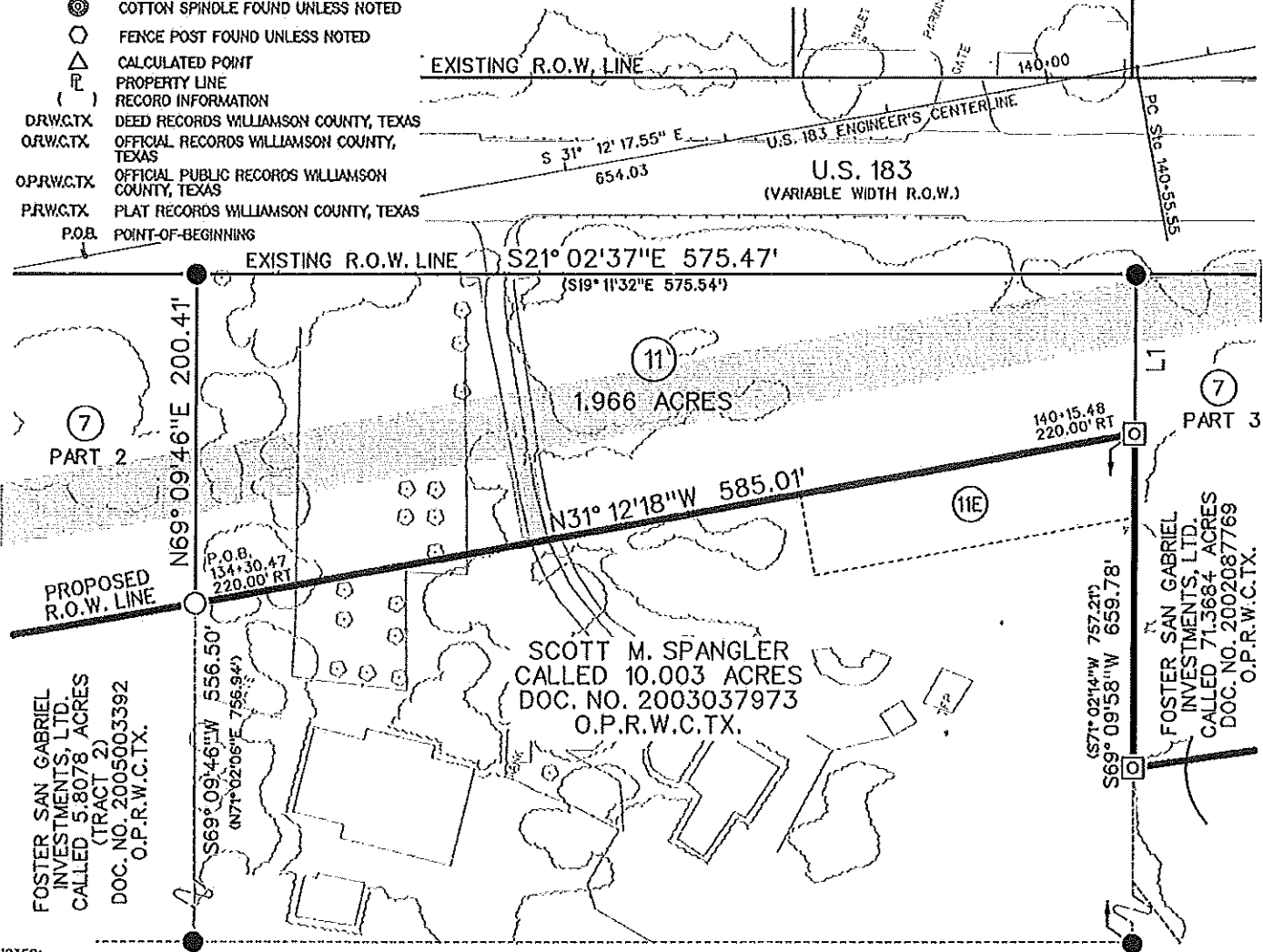
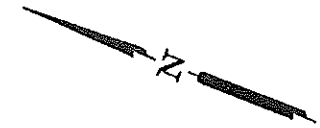
- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- 3/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ✕ CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊗ COTTON SPINDLE FOUND UNLESS 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
- OP.R.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 | S69° 09'58"W | 97.21' |



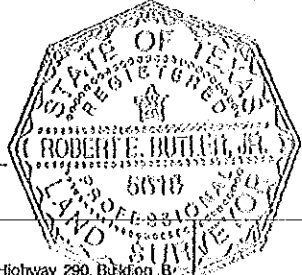
- NOTES:**
1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
 2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/03 (NARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO 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.

PISta 146+30.30
 $\Delta = 10^\circ 06' 22.44''$ (RT)
 $D = 0^\circ 52' 53.30''$
 L = 1,146.52'
 T = 574.75'
 R = 6,500.00'
 PC Sta 140+55.55
 PT Sta 152+02.06

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. 4787



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

RIGHT-OF-WAY SKETCH
PARCEL
11
WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 11E
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 11E

DESCRIPTION OF A 0.234 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.003 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SCOTT M. SPANGLER, AS RECORDED IN DOCUMENT NO. 2003037973, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.234 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, 270.00 feet right of U.S. Highway 183 Engineer's Centerline Station 140+06.33, being in the proposed west right-of-way line of U.S. Highway 183, a varying width right-of-way, also being in the south line of said 10.003 acre tract and the north line of a called 71.3684 acre tract of land, described in the deed to Foster San Gabriel Investments, LTD., as recorded in Document No. 2002087769, of the Official Public Records of Williamson County, Texas, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the southwest corner of said 10.003 acre tract bears, S 69° 09' 58" W, a distance of 608.95 feet;

THENCE leaving said proposed west right-of-way line crossing through the interior of said 10.003 acre tract the following two (2) courses and distances:

1. N 31° 12' 18" W, a distance of 199.20 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, for the northwest corner of the tract described herein, and
2. N 58° 47' 42" E, a distance of 50.00 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set, being in the said proposed west right-of-way line and the northeast corner of the tract described herein;

THENCE with said proposed west right-of-way line, S 31° 12' 18" E, a distance of 208.35 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 140+15.48, in the common line of said 10.003 acre tract and said 71.3684 acre tract;

THENCE continuing with said proposed west right-of-way line with said common line, S 69° 09' 58" W, a distance of 50.83 feet to the **POINT OF BEGINNING** and containing 0.234 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

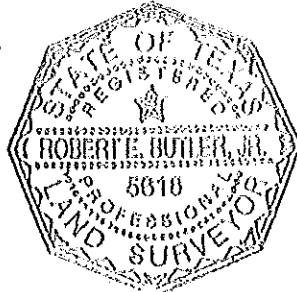
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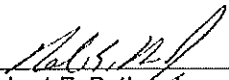
KNOW ALL MEN BY THESE PRESENTS:

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.

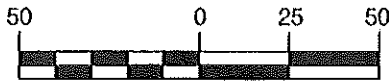
SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735




Robert E. Butler, Jr.
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
- (R) RECORD INFORMATION
- DR.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OR.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OP.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PR.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

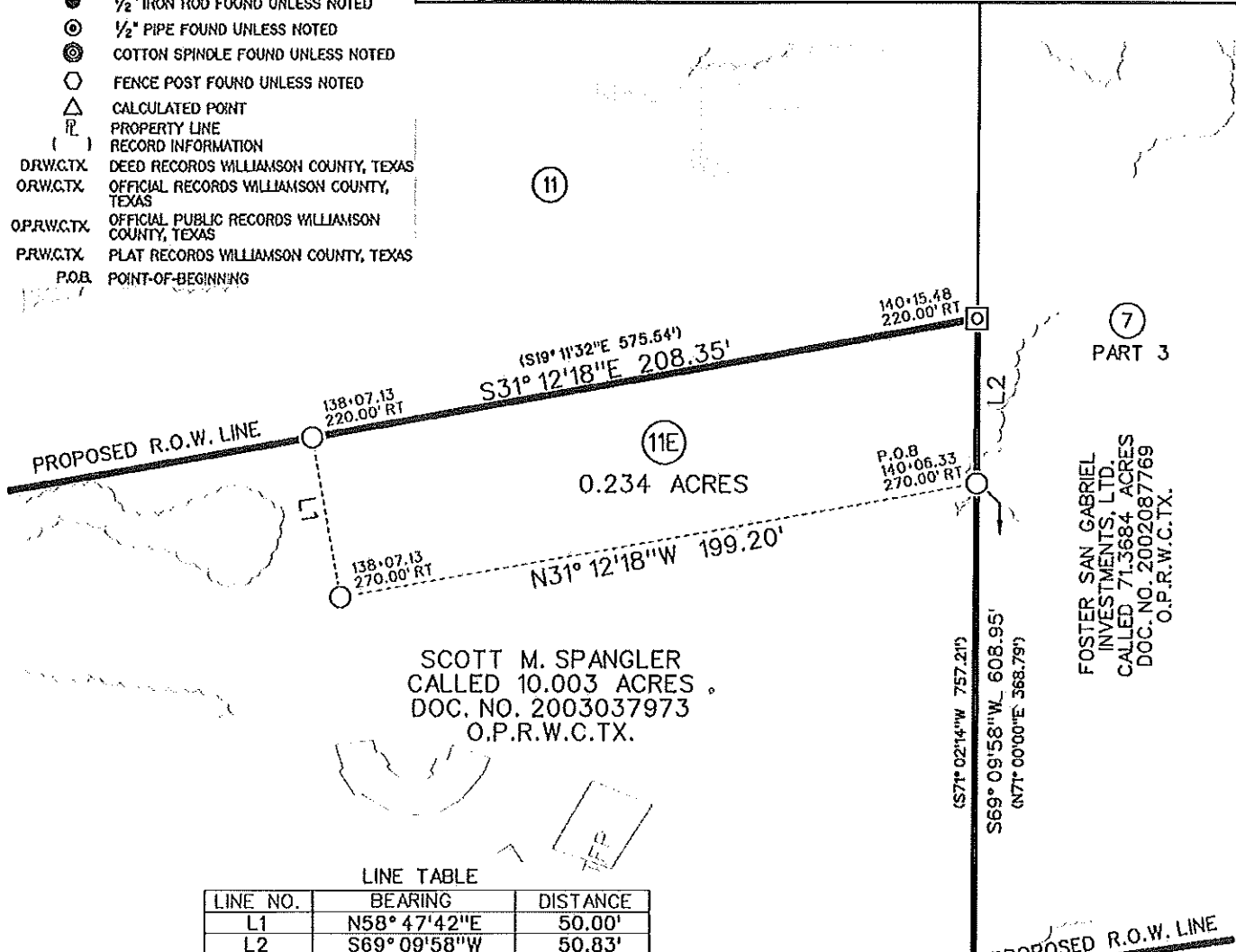


GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521

U.S. 183

EXISTING R.O.W. LINE (VARIABLE WIDTH R.O.W.)



SCOTT M. SPANGLER
CALLED 10.003 ACRES
DOC. NO. 2003037973
O.P.R.W.C.TX.

7
PART 3
FOSTER SAN GABRIEL
INVESTMENTS, LTD.
CALLED 71.3684 ACRES
DOC. NO. 2002087769
O.P.R.W.C.TX.

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|----------|----------------|----------|
| L1 | N58° 47' 42" E | 50.00' |
| L2 | S69° 09' 58" W | 50.83' |

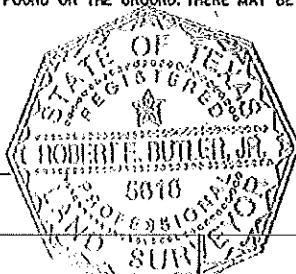
NOTES:

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 HAD 83/93 (HARRIS) 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. 5818, STATE OF TEXAS

03/04/09
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4788



5508 West Highway 290, Building 11
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL
11E
WILLIAMSON COUNTY, TEXAS

Ex. "C"

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 SCOTT M. SPANGLER and MELISSA A. SPANGLER, 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 1.966 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 11); and

All of that certain 0.234 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 "B" attached hereto and incorporated herein.

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 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:

Scott M. Spangler

Melissa A. Spangler

George Mason Real Estate Contract - US 183 (P16)
Commissioners Court - Regular Session

Date: 12/08/2009
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 George A. Mason regarding ROW on US 183.

Background

Fiscal Impact

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

Attachments

Link: [George Mason RE Contract - US 183 \(P16\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/03/2009 11:21 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
US183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GEORGE A. MASON, (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 5.998 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 11); and

All of that certain 0.200 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 "B" attached hereto and incorporated herein.

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 ONE MILLION ONE HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED THIRTY FOUR and 20/100 Dollars (\$1,174,434.20).

2.01.1 As Additional Compensation Purchaser shall pay the amount of FIFTY ONE THOUSAND FIFTY and 00/100 Dollars (\$51,050.00) for the acquisition of any improvements on the Property, for the replacement of any fencing, and for the restoration of water service or other cost to cure associated with the remaining property of Seller.

Payment of Purchase Price

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 December 31, 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-B", 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 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.

(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 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 Upon full execution of 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 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:

George A. Mason
Date: _____

Address: _____

PURCHASER:

County of Williamson

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

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



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
COUNTY OF TRAVIS

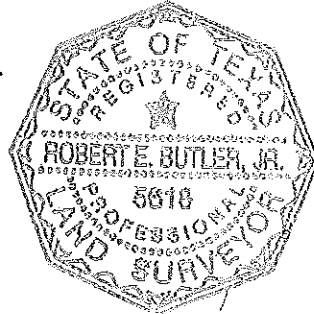
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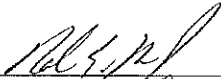
KNOW ALL MEN BY THESE PRESENTS:

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.

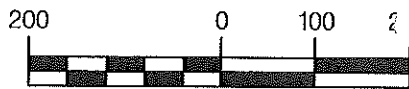
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March 2009.

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

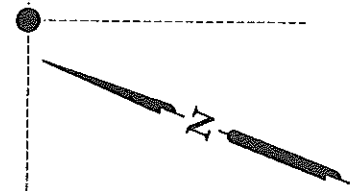



Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

LEGEND



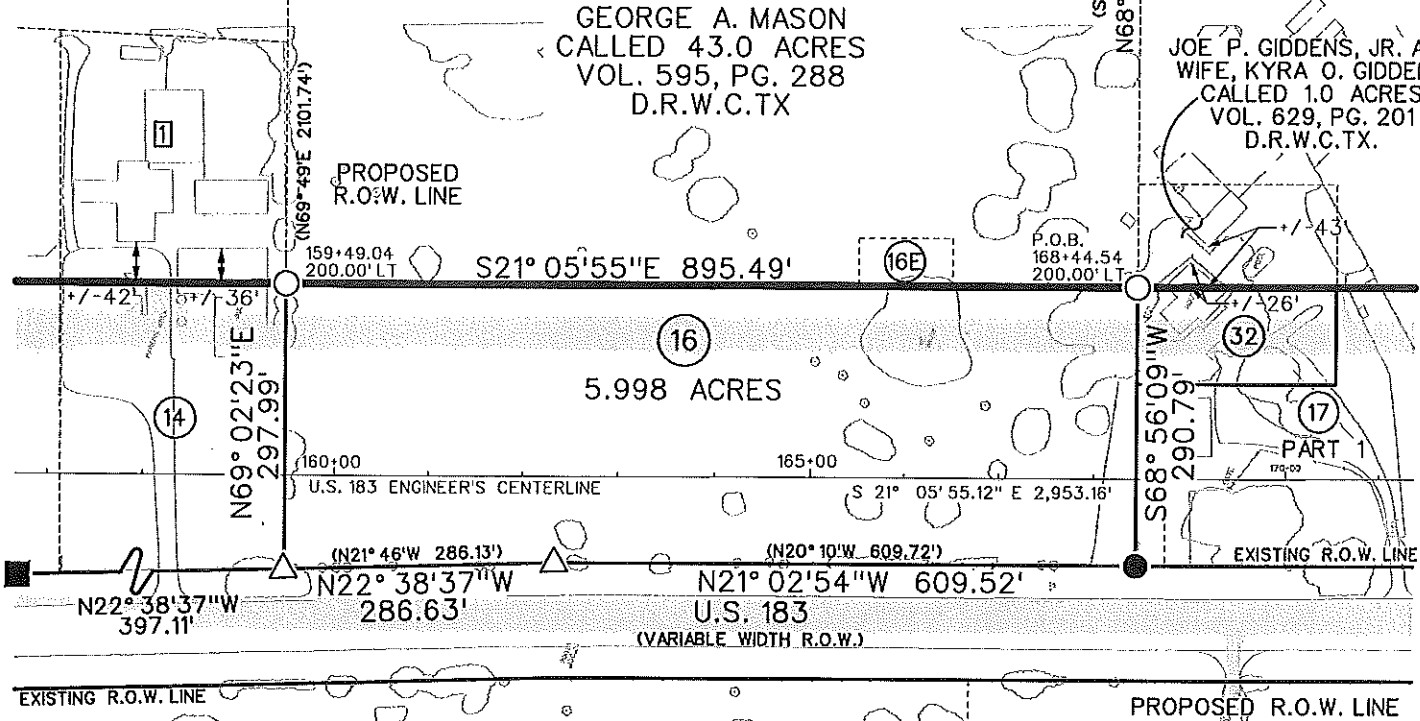
GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS



JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521

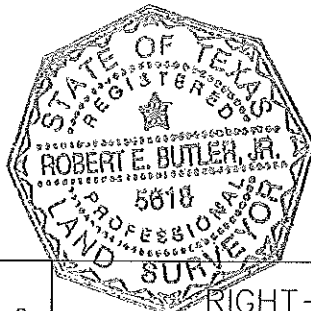
1
TRINITY CHRISTIAN CENTER
CALLED 3.0 ACRES
VOL. 1065, PG. 101
O.R.W.C.TX.

- 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
- (R) RECORD INFORMATION
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.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



- 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

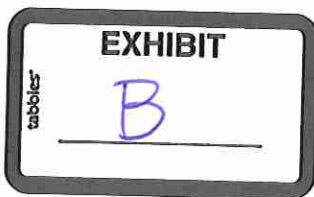
03/04/09
DATE

PAGE 3 OF 3
REF. FIELD NOTE NO. 4821



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

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



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.

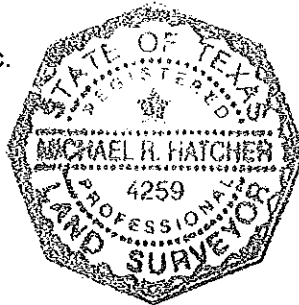
All bearings shown hereon are based on NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

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

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

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
- (R) RECORD INFORMATION
- DR.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OR.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OP.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PR.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING
- P.O.R. POINT-OF-REFERENCE

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'

WILLIAMSON COUNTY, TEXAS

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521

LINE TABLE

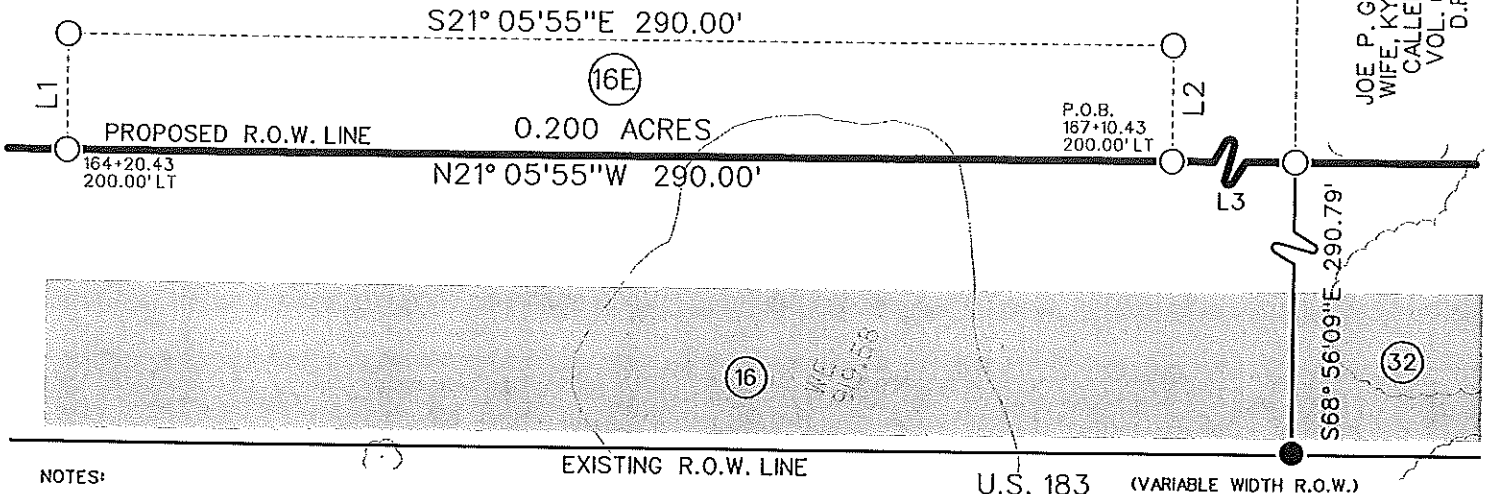
| LINE NO. | BEARING | DISTANCE |
|----------|----------------|----------|
| L1 | N68° 54' 05" E | 30.00' |
| L2 | S68° 54' 05" W | 30.00' |
| L3 | S21° 05' 55" E | 134.11' |

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

P.O.R.

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.



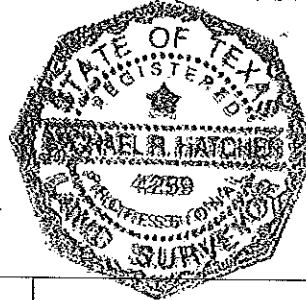
NOTES:

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.
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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.

Michael R. Hatcher
MICHAEL R. HATCHER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4259, STATE OF TEXAS

06/17/09
DATE

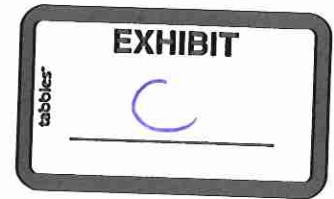


PAGE 3 OF 3
REF. FIELD NOTE NO. 4822R



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

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



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 GEORGE A. MASON, 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 5.998 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 11); and

All of that certain 0.200 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 "B" attached hereto and incorporated herein.

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 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:

George A. Mason

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2009 by George A. Mason, 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:

Juanita Mason Real Estate Contract - US 183 (P19)
Commissioners Court - Regular Session

Date: 12/08/2009
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 Juanita Mason regarding ROW on US 183.

Background

Fiscal Impact

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

Attachments

Link: [Juanita Mason RE Contract - US 183 \(P19\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/03/2009 11:17 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
US183 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JUANITA C. MASON, (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 8.288 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 19).

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 ONE MILLION SIX HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED SEVENTY and 60/100 Dollars (\$1,648,170.60).

2.01.1 As Additional Compensation Purchaser shall pay the amount of SEVEN THOUSAND ONE HUNDRED NINETY FIVE and 00/100 Dollars (\$7,195.00) for the acquisition of any improvements on the Property or for the replacement of any fencing.

Payment of Purchase Price

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 December 31, 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, 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, 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 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.

SELLER:

Juanita C. Mason

Date: _____

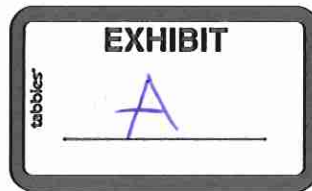
Address: _____

PURCHASER:

County of Williamson

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

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



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.

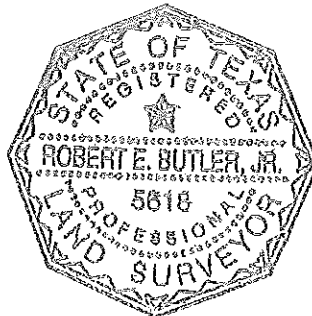
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

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

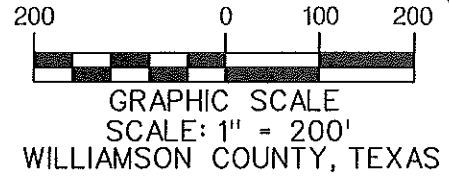


Robert E. Butler, Jr.
 Robert E. Butler, Jr.
 Registered Professional Land Surveyor
 No. 5618 – State of Texas

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
- O.P.R.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

PI Sta 189+71.38
 Δ - 4° 40' 24.95" (LT)
 D - 0° 17' 11.32"
 L - 1,631.39'
 T - 816.15'
 R - 20,000.00'
 PC Sta 181+55.23
 PT Sta 197+86.62

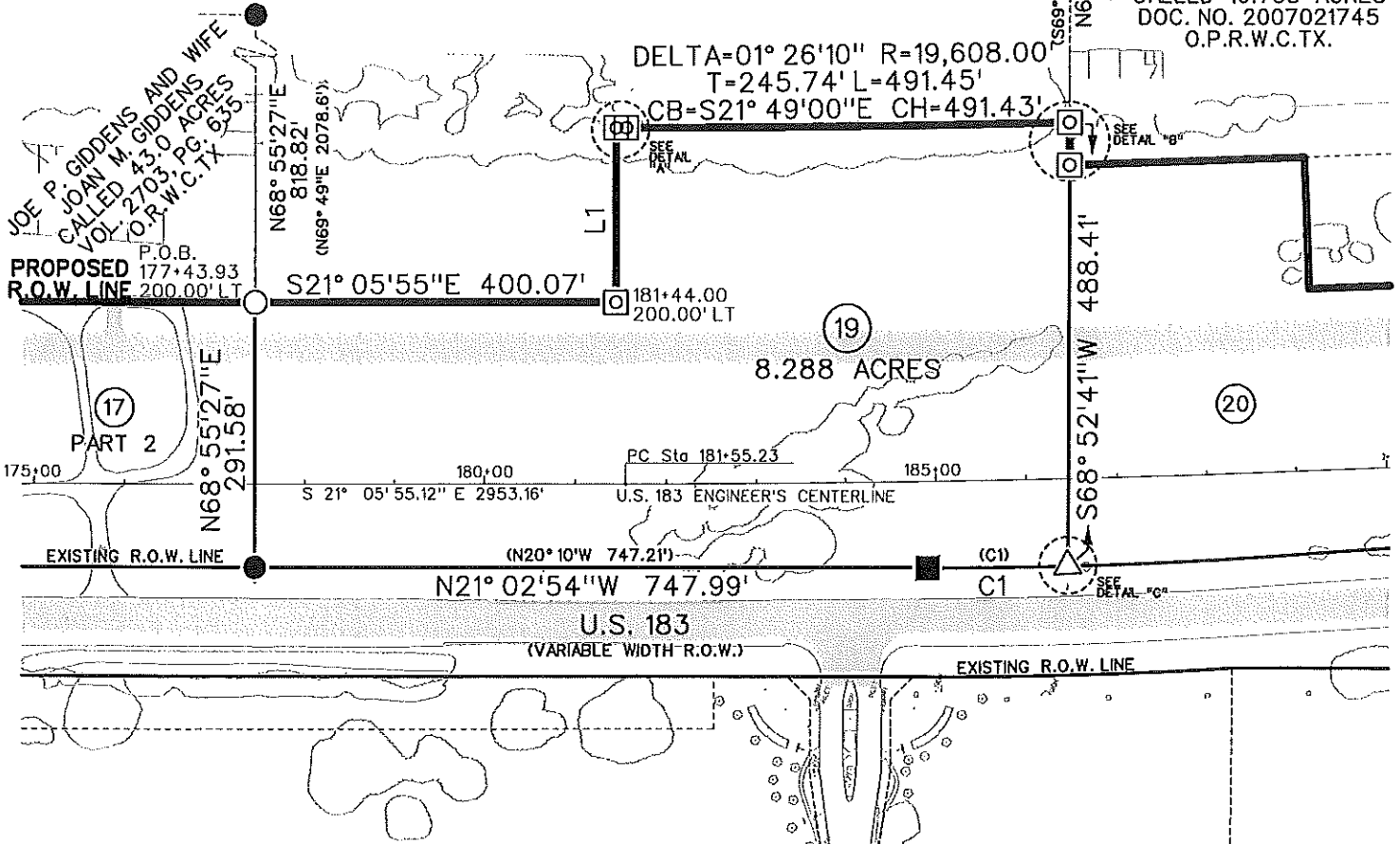


JOHN B. ROBINSON SURVEY ABSTRACT NO. 521

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

MICHAEL MASON
 CALLED 178 ACRES
 VOL. 1278, PG. 205
 O.R.W.C.TX

MICHAEL W. MASON
 CALLED 19.758 ACRES
 DOC. NO. 2007021745
 O.P.R.W.C.TX.



NOTES:

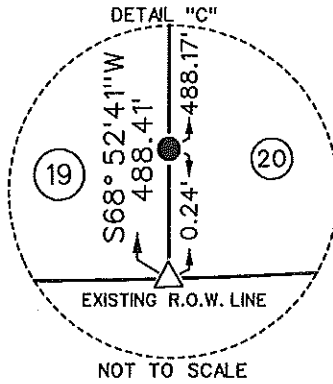
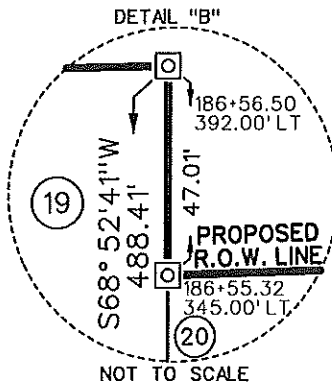
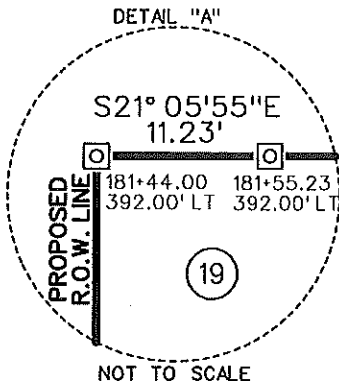
1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE 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.

PAGE 3 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



LINE TABLE

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

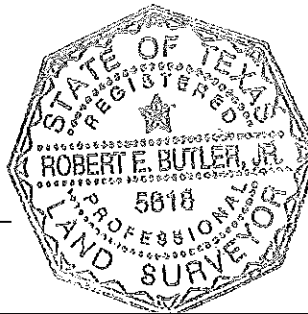
CURVE TABLE

| 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



6508 West Highway 290, Building B
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029

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

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 JUANITA C. MASON, 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 8.288 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 19); and

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 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:

Juanita C. Mason

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Juanita C. Mason, 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:

Landfund Real Estate Contract - CR 214 (P6)
Commissioners Court - Regular Session

Date: 12/08/2009
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 Landfund regarding ROW on CR 214.

Background

Fiscal Impact

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

Attachments

Link: [Landfund Real Estate Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 12/03/2009 11:13 AM
Final Approval Date: 12/03/2009

REAL ESTATE CONTRACT
CR 214 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TEXAS LAND FUND NO. 6, L.P., A Delaware 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 sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of those certain 0.45, 0.41, 0.45, and 0.03 acre tracts of land, more or less, situated in the William H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcels 2A-2D)

All of those certain 0.04, 0.16, 0.09, 1.96, and 3.43 acre tracts of land, more or less, situated in the William H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcels 6A-6E); and

Drainage easement interest in and across all of those certain 0.08 acre, 200 square foot, 200 square foot, and 150 square foot tracts of land, more or less, situated in the W.H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcels 6F-6I); 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 Exhibits "A and B", 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 EIGHTY FIVE THOUSAND THREE HUNDRED SIXTY THREE and 20/100 Dollars (\$85,363.20).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the actual, current knowledge of Seller, without any independent inquiry or investigation whatsoever:

(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 not received any notice of failure to comply with any 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 December 22, 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 Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A and B", and deliver to Purchaser a executed and acknowledged Drainage Easement conveying such interest in and to the Property described in Exhibit "C", 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; and
- (b) Any exceptions of record validly affecting title to such property.

(2) Request the title company to 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 interest 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 except any shortages in area;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record" if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable" if allowed by the State Board of Insurance.

(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;
- (b) Pay all premiums, charges, and fees associated with title insurance; and
- (c) Pay all title company escrow fees.

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 CR 214 roadway construction project, 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.

SELLER:

TEXAS LAND FUND NO. 6, L.P., a Delaware limited partnership

By: JM Equity Venture No. 3, Ltd., a Texas limited partnership, its General Partner

By: RBGP Investments, L.L.C., a Texas limited liability company, its General Partner

By: JBR
J. Beau Ryan, Vice President

Date: 11-24-09

PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge

Date: _____

EXHIBIT "A"

FIELD NOTES

JOB NO: R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-07_PARCEL_2A-2D_CAT1A_COND2_20090817.doc

DATE: AUGUST 17, 2009

PAGE: 1 OF 8 (EXHIBIT ATTACHED)

PARCEL 2A-2D

1.34 ACRES

All that certain tract or parcel of land, out of the Richard West Survey, Abstract No. 643, the W.H. McCullough Survey, Abstract No. 465, and the J. Hackett Survey, Abstract No. 312 situated in Williamson County, Texas, Parcels 2A, 2B, and 2C being a portion of that tract described as 865.49 acres in a Special Warranty Deed with granted to Texas Land Fund No. 6, L.P., and recorded in Document No. 2008076591 Official Public Records, Williamson County, Texas and Parcel 2D being a portion of that tract described as 77.5254 acres in a General Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008093237, of said Official Public Records and further described by metes and bounds as follows:

Parcel 2A – 0.45 acre

BEGINNING at a 1/2" iron pin found in the existing east margin of County Road 214, a right-of-way of varying width, for the most westerly southwest corner said 865.49 acre tract for the northwest corner of that tract described as a 1.12 acre "Old Mexican Cemetery" (no record found);

THENCE: with the east line of said County Road. 214 and the west line of said 865.49 acre tract and this tract in the following three (3) courses:

1. N 07°58'53" W 608.87 feet to a 1/2" Iron pin found,
2. N 07°53'38" W 80.04 feet to a 1/2" iron pin found,
3. N 07°29'30" W 421.60 feet to a 3/4" iron pin found for the southwest corner of that tract described as 3.18 acres in a General Warranty Deed granted to Williamson County, Texas, dated February 16, 1976 and recorded in Volume 629, Page 362 Deed Records, Williamson County, Texas and for an angle point in the west line of said 865.49 acre tract and the northwest corner of this tract;

THENCE: with the south line of said Williamson County tract and the west line of said 865.49 acre tract and the north line of this tract in the following two (2) courses:

1. N 40°45'25" E 22.41 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 68°17'19" E 26.96 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: into and across said 865.49 acre tract with the east line of this tract in the following two (2) courses:

1. 406.56 feet along a curve to the left, concave to the east, ($\Delta=09^{\circ}22'06"$, $r=2486.48$ feet, lc bears S 03°23'35" E 406.10 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 08°04'38" E 727.25 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the north line of said 1.12 acre Cemetery tract and the south line of said 865.49 acre tract for the southeast corner of this tract;

PAGE 2 OF 8

THENCE: S 83°27'21" W 15.50 feet with the north line of said 1.12 acre cemetery tract and the south line of said 865.49 acre tract and this tract to the point of Beginning and containing 0.45 acre of land.

Parcel 2B – 0.41 acre

BEGINNING at a 1/2" iron pin found in the existing east margin of said County Road 214 for an angle point in the west line of said 865.49 acre tract and the most northerly corner of said 3.18 acre tract and the most southerly corner of said 77.5254 acre tract and the most easterly corner of this tract;

PAGE: 2 OF 7

THENCE: N 34°01'14" E 426.88 feet with the existing east margin of said County Road 214, the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most northerly corner of this tract;

THENCE: into 865.49 acre tract with the east line of this tract in the following two (2) courses:

1. S 26°11'42" W 100.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. 413.77 feet along a curve to the left, concave to the east, ($\Delta=09^{\circ}32'04"$, $r=2486.48$ feet, it bears S 21°25'41" W 413.29 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the west line of said 865.49 acre tract and the northeast line of said 3.18 acre tract for the most southerly corner of this tract;

THENCE: N 19°40'19" W 128.82' with the northeast line of said 3.18 acre tract and the west line of said 865.49 acre tract and this tract to the point of Beginning and containing 0.41 acre of land.

Parcel 2C – 0.45 acre

BEGINNING at a 60D nail found in the existing east margin of said County Road 214 adjacent to the intersection of San Gabriel Ranch Road, a right-of-way of varying width, for an angle point of said 865.49 acre tract the southwest corner of this tract;

THENCE: in to said 865.49 acre tract with the existing east margin of said County Road 214 and the west line of this tract in the following four (4) courses:

1. N 42°01'41" E 31.54 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 43°38'46" E 91.32 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 43°57'26" E 53.12 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 46°08'30" E 49.00 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northwest corner of this tract;

PAGE 3 OF 8

THENCE: continuing in to said 865.49 acre tract S 50°34'03" E 66.07 feet with the north line of this tract to a to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: continuing in to said 865.49 acre tract S 39°25'57" W 278.30 feet with the east line of this tract to a to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the west line of said 865.49 acre tract for the southeast corner of this tract;

THENCE: with the west line of said 865.49 acre tract N 17°49'02" W 100.02 feet to the point of Beginning and containing 0.45 acre of land.

Parcel 2D – 0.03 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the existing east margin of said County Road 214 and the east line of said 77.5254 acre tract and the west line of said 865.49 acre tract for the south corner of this tract, from which a 1/2" iron pin found in the existing east margin of said County Road 214, for an angle point in the west line of said 865.49 acre tract, the most southerly corner of said 77.5254 acre tract and the most northerly corner of said 3.18 acre tract bears S 34°01'14" W 426.88 feet;

THENCE: in to said 77.5254 acre tract, N 26°11'43" E 152.37 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most northerly corner of this tract;

PAGE: 3 OF 7

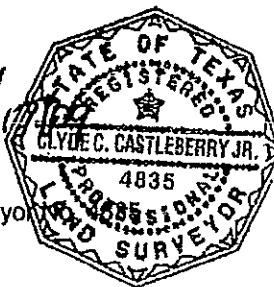
THENCE: continuing in to said 77.5254 acre tract S 23°58'06" E 24.47 feet to a calculated point in the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract for the most easterly corner of this tract;

THENCE: S 34°01'15" W 137.98 feet with the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract to the point of Beginning and containing 0.03 acre of land.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628


Clyde C. Castleberry Jr.
Registered Professional Land Surveyor



CCC/jlu

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PARCEL 2A
LAND TITLE SURVEY TO ACCOMPANY
FIELD NOTES FOR
0.45 ACRE OUT OF THE
RICHARD WEST SURVEY,
ABSTRACT NO. 643,
WILLIAMSON COUNTY, TEXAS.

- SUBJECT TO:** 1.) BLANKET PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY 828/327.
 2.) BLANKET UTILITY ESM.T TO CHISHOLM TRAIL SUD 2548/63.

This survey is made in accordance with the current Texas Surveyors Association Standards and Specifications for a Category 1a, Condition II Survey. This survey has been prepared in connection with the purchase of the property and the issuance of title insurance; and the addressees in this certificate have relied upon the contents of this survey in connection with the immediately realized purposes for which this survey has been prepared.

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 07°53'38" W | 80.04' |
| (REC) | (N 06°43'49" W) | (79.97') |
| L2 | N 40°45'25" E | 22.41' |
| (REC) | (N 41°14'11" E) | (22.33') |
| L3 | N 68°17'19" E | 26.96' |
| (REC) | (N 68°18'20" E) | |
| L4 | S 83°27'21" W | 15.50' |
| (REC) | (S 84°46'22" W) | |

LOT 37
 SUNDANCE RANCH
 CAB. O, SL, 55 P.R.W.C.

FENCE TIES (F.T.)
 DESIGNATED WITH A "+"
 INDICATE FENCES WITHIN
 PROPERTY LINES, FENCE
 TIES WITH A "-" INDICATE
 FENCES OUTSIDE PROPERTY
 LINES.

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 09°22'06" | 2486.48 | 406.56 | 406.10 | S 03°23'35" E |

LEGEND

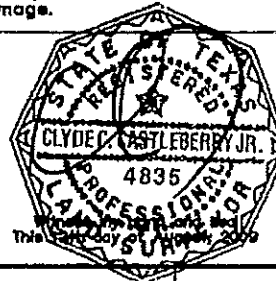
| | |
|------------|--|
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ⊖ | BURIED TELEPHONE LINE |
| ⊞ | SIGN |
| P.R.W.C. | PLAT RECORDS WILLIAMSON COUNTY |
| D.R.W.C. | DEED RECORDS WILLIAMSON COUNTY |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO |

CERTIFY: TEXAS AMERICAN TITLE CO./TEXAS LAND FUND NO. 6, L.P./WILLIAMSON COUNTY/OF NO. 9601-08-1436

No portion of this area is shown to be in a special flood hazard area per FEMA's Flood Insurance Rate Map #48491C 0250 E, dated September 26, 2008, however of present time, no elevations, drainage or flood studies have been performed and the information is based solely upon said map. The surveyor does not assume responsibility as to any information provided by said map and does not represent the accuracy or inaccuracy of said map. This flood statement does not imply that property and/or the structures there on will be free of flooding or flood damage.

STATE OF TEXAS
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:
 That I, Clyde C. Castleberry, Jr., a Registered Professional Land Surveyor in the State of Texas, have caused to be performed an on-the-ground survey under my supervision of the foregoing platted tract of land and to the best of my knowledge and belief there are no discrepancies, conflicts, shortages in area, encroachments, visible utility lines or roads in place, and that said property has access to and from a dedicated roadway, except as shown hereon.

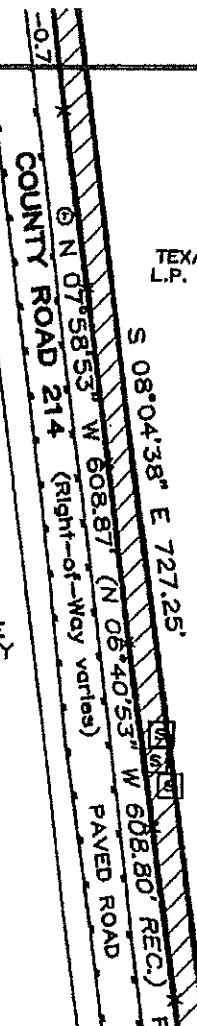


SHEET 5
 SHEET 4

TEXAS LAND FUND NO. 6,
 L.P. DOC. NO. 2008078591
 O.P.R.W.C.



Scale: 1" = 100'



POINT OF BEGINNING
 L4
 N 83°27'21" E
 138.53'
 (S 84°46'22" W
 138.82')

LAS TRES MARIAS CEMETERY
 a.k.a.
 "THE OLD MEXICAN CEMETERY"



Castleberry Surveying, Inc.
 3913 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (812) 930-1800 / (512) 930-8389 fax
 www.castleberrysurveying.com

SHEET
 4
 OF
 8

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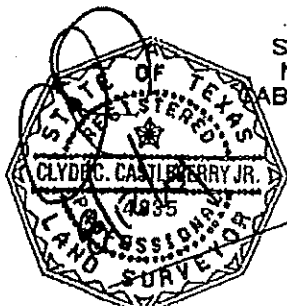
PARCEL 2A
 LAND TITLE SURVEY TO ACCOMPANY FIELD NOTES FOR
 0.45 ACRE OUT OF THE RICHARD WEST SURVEY, ABSTRACT NO. 643,
 WILLIAMSON COUNTY, TEXAS.



Scale: 1" = 100'

BEARINGS CITED HEREON BASED
 ON GRID NORTH, TEXAS STATE
 PLANE COORDINATE SYSTEM,
 CENTRAL ZONE NAD83(93).

WILLIAMSON COUNTY
 V. 629, P. 362
 D.R.T.C.



LOT 103
 SUNDANCE RANCH
 NORTH PHASE 2
 CAB. R, SL. 7 P.R.W.C.

LOT 36
 SUNDANCE RANCH
 CAB. O, SL. 55 P.R.W.C.

3/4" IRON
 PIN FOUND
 F.T. +0.3'

FENCE TIES (F.T.) DESIGNATED
 WITH A "+" INDICATE FENCES
 WITHIN PROPERTY LINES, FENCE
 TIES WITH A "-" INDICATE FENCES
 OUTSIDE PROPERTY LINES.

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 07°53'38" W | 80.04' |
| (REC) | (N 06°43'49" W) | (79.97') |
| L2 | N 40°45'25" E | 22.41' |
| (REC) | (N 41°14'11" E) | (22.33') |
| L3 | N 68°17'19" E | 26.96' |
| (REC) | (N 68°18'20" E) | |
| L4 | S 83°27'21" W | 15.50' |
| (REC) | (S 84°46'22" W) | |

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 09°22'06" | 2486.48 | 406.56 | 406.10 | S 03°23'35" E |

LEGEND

| | |
|------------|--|
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ⊙ | BURIED TELEPHONE LINE |
| Ⓢ | SIGN |
| P.R.W.C. | PLAT RECORDS WILLIAMSON COUNTY |
| D.R.W.C. | DEED RECORDS WILLIAMSON COUNTY |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO |

COUNTY ROAD 214
 N 07°29'30" W 421.50'
 (Right-of-Way varies) PAVED ROAD
 (N 06°18'25" W 421.81' REC)
 L1 F.T. -0.7'

TEXAS LAND
 FUND NO. 6, L.P.
 DOC. NO.
 2008076591
 O.P.R.W.C.

2A
0.45 ACRE

PASSAGEWAY
 ESMT. DOC. NO.
 2003028132

SHEET 5
 SHEET 4



3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800 / (512) 930-9399 fax
 www.castleberrysurveying.com

SHEET

5
 OF
 8

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PARCEL 2B
 LAND TITLE SURVEY TO ACCOMPANY FIELD NOTES FOR
 0.41 ACRE OUT OF THE W.H. MCCULLOUGH SURVEY, ABSTRACT NO.
 643, WILLIAMSON COUNTY, TEXAS.

TEXAS LAND FUND IN
 DOC. NO. 200627
 O.P.R.W.C.



Scale: 1"=100'

BEARINGS CITED HEREON BASED
 ON GRID NORTH, TEXAS STATE
 PLANE COORDINATE SYSTEM,
 CENTRAL ZONE NAD83(93).

LOT 104
 SUNDANCE RANCH
 NORTH PHASE 2
 CAB. R, SL. 7 P.R.W.C.

LOT 103
 SUNDANCE RANCH
 NORTH PHASE 2
 CAB. R, SL. 7 P.R.W.C.

RICHARD WEST NO. 643
 ABSTRACT SURVEY

POINT OF BEGINNING

2B
 0.41 ACRE

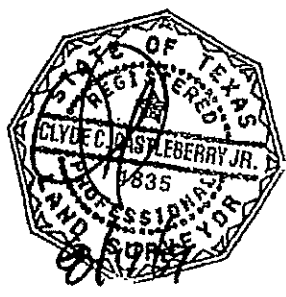
FENCE TIES (F.T.) DESIGNATED
 WITH A "+" INDICATE FENCES
 WITHIN PROPERTY LINES. FENCE
 TIES WITH A "-" INDICATE FENCES
 OUTSIDE PROPERTY LINES.


LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 19°40'49" W | 128.82' |
| (REC) | (N 18°30'44" W) | |
| L2 | S 26°11'42" W | 100.73' |

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 09°32'04" | 2486.48 | 413.77 | 413.29 | S 21°25'41" W |



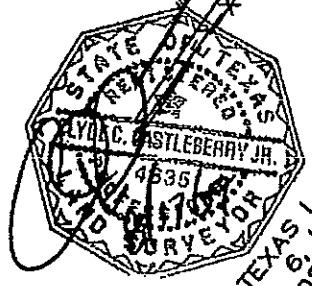
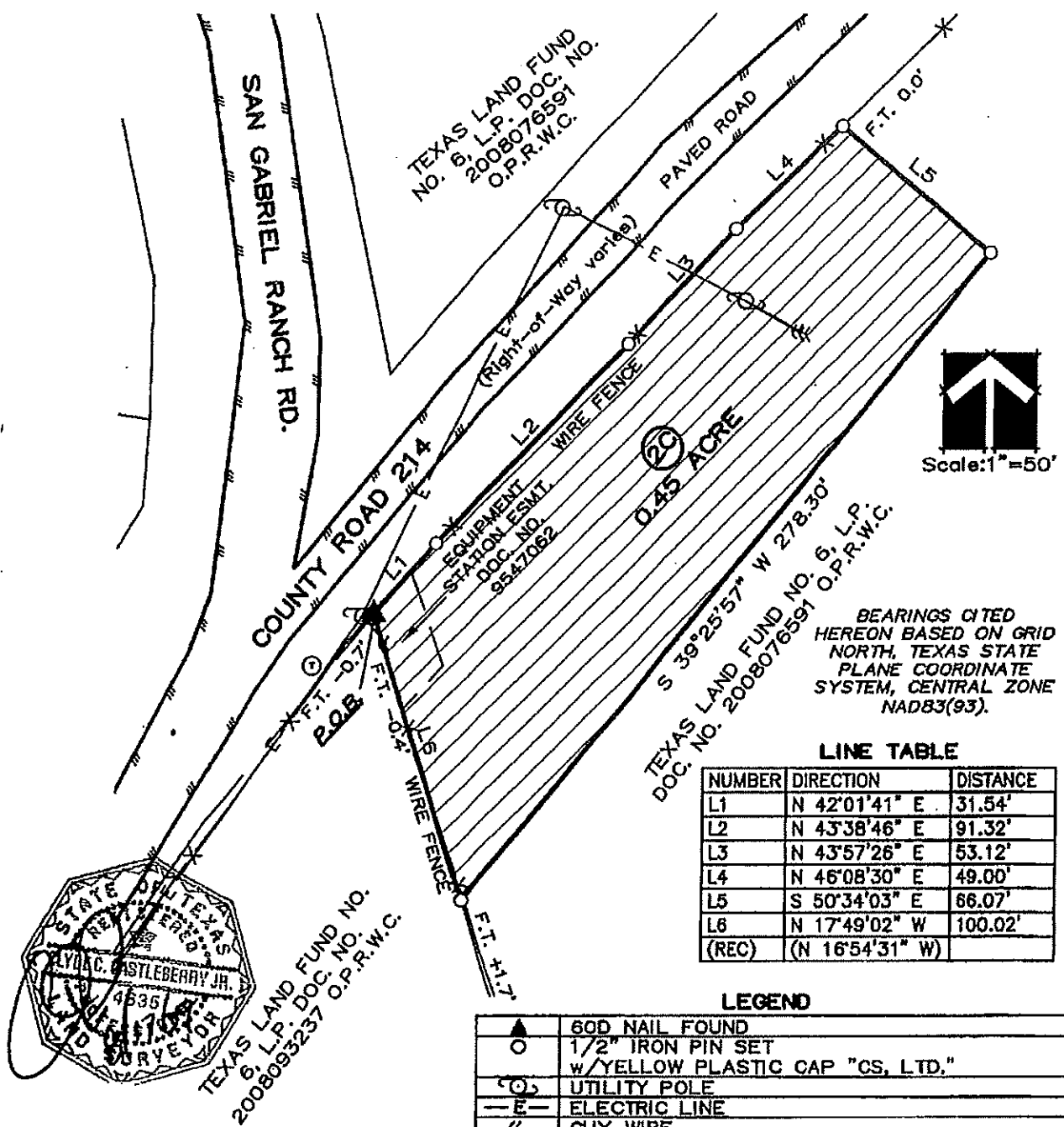

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 www.castleberryurveying.com

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 6
 OF
 8

(FIELD NOTES ATTACHED)

DRAWING FILE: R:\egpt_04\40261_County_Road_214\TSPS SURVEY\40261-07_PARCEL_2A-2D_TSPS_CATTIA_COND2-20090810.DWG Sep 21, 2009 - 3:13 pm Janie

PARCEL 2C
 LAND TITLE SURVEY TO ACCOMPANY FIELD NOTES FOR
 0.45 ACRE OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312,
 WILLIAMSON COUNTY, TEXAS.



TEXAS LAND FUND NO.
 6, L.P. DOC. NO.
 2008093237 O.P.R.W.C.

FENCE TIES (F.T.) DESIGNATED WITH A "+" INDICATE FENCES WITHIN PROPERTY LINES, FENCE TIES WITH A "-" INDICATE FENCES OUTSIDE PROPERTY LINES.

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).


LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 42°01'41" E | 31.54' |
| L2 | N 43°38'46" E | 91.32' |
| L3 | N 43°57'26" E | 53.12' |
| L4 | N 46°08'30" E | 49.00' |
| L5 | S 50°34'03" E | 66.07' |
| L6 | N 17°49'02" W | 100.02' |
| (REC) | (N 16°54'31" W) | |

LEGEND

| | |
|------------|---|
| ▲ | 60D NAIL FOUND |
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ⊙ | UTILITY POLE |
| —E— | ELECTRIC LINE |
| —G— | GUY WIRE |
| ⊙ | TELEPHONE |
| —X— | WIRE FENCE |
| P.R.W.C. | PLAT RECORDS WILLIAMSON COUNTY |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY |

(FIELD NOTES ATTACHED)


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 7 OF 8

DRAWING FILE: R:\Egpt-04\40261-COUNTY-ROAD-214\TSPTS SURVEY\ 40261-07_PARCEL_2A-2D_TSPTS-CATIA_COND2-20090810.DWG Sep 21, 2009 - 3:13 pm Jamie

PARCEL 2D
 LAND TITLE SURVEY TO ACCOMPANY FIELD NOTES FOR
 0.03 ACRE OUT OF THE W.H. MCCULLOUGH SURVEY, ABSTRACT NO.
 465, WILLIAMSON COUNTY, TEXAS.

TEXAS LAND
 FUND NO. 6, L.P.
 DOC. NO.
 2008093237
 O.P.R.W.C.



Scale: 1"=50'

BEARINGS CITED HEREON BASED
 ON GRID NORTH, TEXAS STATE
 PLANE COORDINATE SYSTEM,
 CENTRAL ZONE NAD83(93).

NAIL FOUND IN
 12" LIVE OAK

②D
 0.03 ACRE

TEXAS LAND FUND NO. 6, L.P.
 DOC. NO. 2008076591
 O.P.R.W.C.

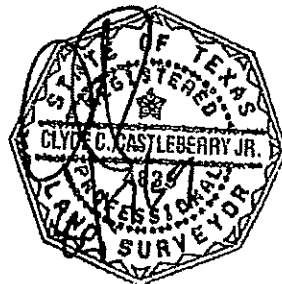
FENCE TIES (F.T.) DESIGNATED
 WITH A "+" INDICATE FENCES
 WITHIN PROPERTY LINES, FENCE
 TIES WITH A "-" INDICATE FENCES
 OUTSIDE PROPERTY LINES.

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 26°11'43" E | 152.37' |
| L2 | S 23°58'06" E | 24.47' |
| L3 | S 34°01'15" W | 137.98' |

LEGEND

| | |
|------------|--|
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| × | CALCULATED POINT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO |



(FIELD NOTES ATTACHED)

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 OF
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EXHIBIT "B"

FIELD NOTES

JOB NO: R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-07_PARCEL_6A-6E_CAT1A_COND2_20090810.doc
DATE: August 12, 2009
PAGE: 1 OF 12 (Exhibit Attached)

PARCELS 6A-6E

5.68 ACRE

Being 5.68 acres of land situated in Williamson County, Texas, out of the William H. McCullough Survey, Abstract No. 465 and the James Hackett Survey, Abstract No. 312 and being a portion of that tract described as 77.5254 acres in a General Warranty Deed dated December 11, 2008, granted to Texas Land Fund No. 6, L.P. and recorded as Document No. 2008093237, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

Parcel 6A – 0.04 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of County Road 214 for the most southerly corner of this tract, from which a 1/2" iron pin found for the north corner of that tract described as 3.18 acres in a General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77.5254 acre tract bears S 09°26'52" W 204.03 feet;

THENCE: in to said 77.5254 acre tract, in the following six (6) courses,

1. 126.85 feet along a curve to the right and concave to the southeast ($\Delta=02^{\circ}47'19"$, $r=2606.48$, it bears N 24°48'04" E 126.84 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,
2. N 26°11'43" E 147.61 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of said County Road 214 for the most northerly corner of this tract;
3. S 13°34'52" W 9.06 feet with the existing west margin of said County Road 214 to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,
4. continuing with the west margin of said County Road 214, S 21°33'13" W 89.47 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,
5. continuing with the west margin of said County Road 214, S 27°23'15" W 113.91 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,
6. continuing with the west margin of said County Road 214, S 29°38'23" W 62.62 feet to the point of Beginning and containing 0.04 acre of land.

Parcel 6B – 0.16 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of County Road 214 for the most northerly corner of this tract, from which a 1/2" iron pin found for the southeast corner of Lot 156 of Sundance Ranch North, Phase Two, a

PAGE: 2 OF 12 (Exhibit Attached)

subdivision to Williamson County, Texas, and recorded in Cabinet R, Slides 7-11, Plat Records of Williamson County, Texas bears N 24°45'56" E 1214.23 feet;

THENCE, with the existing west margin of County Road 214, into said 77.5254 acre tract in the following six (6) courses:

1. S 17°58'20" W 32.27 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 17°15'20" W 98.90 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 19°23'06" W 93.97 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 34°38'32" W 96.41 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 36°13'27" W 49.19 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. S 36°12'31" W 48.30 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most southerly corner of this tract;

THENCE, continuing into said 77.5254 acre tract, N 26°11'43" E 414.32 feet to the point of Beginning and containing 0.16 acre of land.

Parcel 6C – 0.09 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of County Road 214 for an angle point in the northwest line of said 77.5254 acre tract and the northwest corner of this tract, from which a 1/2" iron pin found for the northeast corner of Lot 156, Sundance Ranch North, Phase Two, as recorded in Cabinet R, Slide 7, Plat Records of Williamson County, Texas, bears N 00°57'09" W 38.13 feet;

THENCE: S 72°48'47" E 22.82 feet with the existing west line of said County Road 214 and the west line of said 77.5254 acre tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for the northeast corner of this tract;

THENCE: in to said 77.5254 acre tract in the following five (5) courses:

1. continuing with the existing west margin of said County Road 214, S 29°53'00" W 241.53 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,.
2. continuing with the existing west margin of said County Road 214, S 29°45'45" W 48.27 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract;
3. continuing with the existing west margin of said County Road 214, S 29°57'53" W 60.77 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west line of said county road for the south corner of this tract;
4. N 26°11'43" E 346.27 feet with the west line of this tract to the point of Beginning and containing 0.09 acre of land.

Parcel 6D – 1.96 acres

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east margin of said County Road 214 for the most southerly corner of this tract, from which a 1/2" iron pin found in the existing east margin of said County Road 214 for the north corner of said 3.18 acre Williamson County tract and the most southerly corner of said 77.5254 acre tract bears S 23°57'57" E 24.47 feet, S 34°01'15" W 137.98 feet and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following twenty (20) courses:

1. N 23°57'57" W 78.31 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 26°21'28" E 34.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 28°09'15" E 93.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 28°12'25" E 103.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 30°58'52" E 100.46 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 21°57'52" E 152.82 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
7. N 21°33'44" E 50.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. N 14°55'43" E 7.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. S 78°31'01" W 13.51 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
10. N 14°33'30" E 27.17 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
11. N 15°30'20" E 23.52 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
12. N 21°22'36" E 27.55 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
13. N 21°54'36" E 80.53 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
14. N 28°51'21" E 76.80 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
15. N 29°04'05" E 62.40 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
16. N 32°12'31" E 199.69 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
17. N 28°15'17" E 204.47 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the northwest line of said 77.5254 acre tract,
18. N 52°18'31" E 114.61 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
19. N 40°51'12" E 20.36 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most northerly corner of this tract;
20. S 26°11'43" W 1406.29 feet to the point of Beginning and containing 1.96 acres of land.

PAGE: 4 OF 12 (Exhibit Attached)

Parcel 6E – 3.43 acres

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the existing east margin of County Road 214, a right-of-way of varying width, for an angle point in the northwest line of said 77.5254 acres for the most southerly corner of this tract;

THENCE: with the existing east margin of said County Road 214 and the northwest line of said 77.5254 acre tract and this tract in the following six (6) courses:

1. N 24°29'51" E 344.05 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 35°00'59" E 602.10 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 46°14'45" E 317.11 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 39°38'21" E 579.65 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 34°34'16" E 282.05 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 39°13'58" E 88.96 feet to a nail found in a fence post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said official public records and for the most northerly corner of said 77.5254 acre tract and this tract;

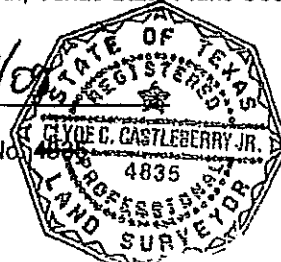
THENCE: S 17°49'02" E 100.02 feet with the west line of said 865.49 acre tract and the northeast line of said 77.5254 acre tract and this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: into and across said 77.5254 acre tract with the east line of this tract in the following five (5) courses:

1. S 39°25'57" W 1590.56 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. 317.06 feet along a curve to the left, concave to the southeast, ($\Delta=13^{\circ}14'14"$, $r=1372.36$ feet, it bears S 32°48'50" W 316.35 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 26°11'44" W 109.16 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the southeast corner of this tract,
4. S 40°51'09" W 20.36 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 52°18'31" W 114.61 feet to the point of Beginning and containing 3.43 acres of land.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Clyde C. Castleberrry, Jr.
Registered Professional Land Surveyor No. 4835



CCC/ju

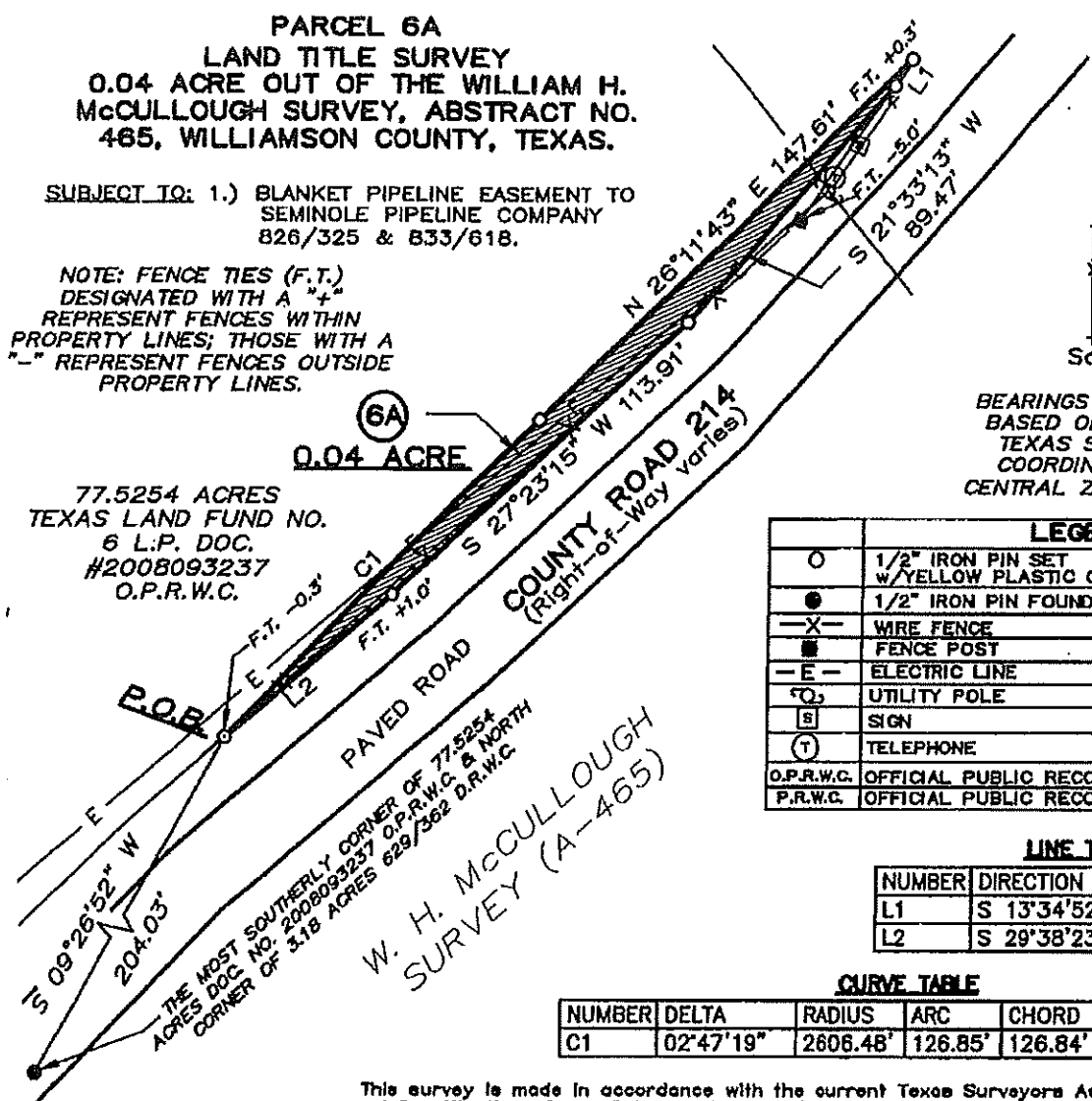
DRAWING FILE: R:\Egpt_04\40261_County_Road_214\TSPS SURVEY 40261-07_PARCEL_6A-6E-TSPS-CATIA_COND2_20090810.DWG Sep 21, 2009 - 3:03 pm jamtc

PARCEL 6A
LAND TITLE SURVEY
0.04 ACRE OUT OF THE WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465, WILLIAMSON COUNTY, TEXAS.

SUBJECT TO: 1.) BLANKET PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY 826/325 & B33/618.

NOTE: FENCE TIES (F.T.) DESIGNATED WITH A "+" REPRESENT FENCES WITHIN PROPERTY LINES; THOSE WITH A "-" REPRESENT FENCES OUTSIDE PROPERTY LINES.

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P. DOC. #2008093237 O.P.R.W.C.



BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).

| LEGEND | |
|------------|---|
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ● | 1/2" IRON PIN FOUND |
| -X- | WIRE FENCE |
| ■ | FENCE POST |
| -E- | ELECTRIC LINE |
| ⊕ | UTILITY POLE |
| ⊞ | SIGN |
| Ⓣ | TELEPHONE |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |

| LINE TABLE | | |
|------------|---------------|----------|
| NUMBER | DIRECTION | DISTANCE |
| L1 | S 13°34'52" W | 9.08' |
| L2 | S 29°38'23" W | 62.62' |

| CURVE TABLE | | | | | |
|-------------|-----------|----------|---------|---------|---------------|
| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
| C1 | 02°47'19" | 2606.48' | 126.85' | 126.84' | N 24°48'04" E |

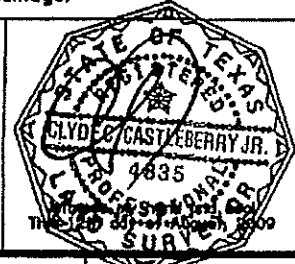
This survey is made in accordance with the current Texas Surveyors Association Standards and Specifications for a Category 1a, Condition II Survey. This survey has been prepared in connection with the purchase of the property and the issuance of title insurance; and the addresses in this certificate have relied upon the contents of this survey in connection with the immediately recited purposes for which this survey has been prepared.

CERTIFY: TEXAS AMERICAN TITLE CO./TEXAS LAND FUND NO. 6, L.P./WILLIAMSON COUNTY/OF NO. 9691-08-1440

No portion of this area is shown to be in a special flood hazard area per FEMA's Flood Insurance Rate Map #48491C 0250 E, dated September 26, 2008, however at present time, no elevations, drainage or flood studies have been performed and the information is based solely upon said map. The surveyor does not assume responsibility as to any information provided by said map and does not represent the accuracy or inaccuracy of said map. This flood statement does not imply that property and/or the structures there on will be free of flooding or flood damage.

STATE OF TEXAS
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:
 That I, Clyde C. Castleberry, Jr., a Registered Professional Land Surveyor in the State of Texas, have caused to be performed an on-the-ground survey under my supervision of the foregoing platted tract of land and to the best of my knowledge and belief there are no discrepancies, conflicts, shortages in area, encroachments, viable utility lines or roads in place, and that said property has access to and from a dedicated roadway, except as shown hereon.



CLYDE C. CASTLEBERRY, JR.
 Registered Professional Land Surveyor
 3913 Williams Drive, Suite 903 - Georgetown, Texas 78626
 (512) 930-1600 / (512) 930-9389 fax
 www.castleberryurveying.com

SHEET
 5 OF 12

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PARCEL 6B

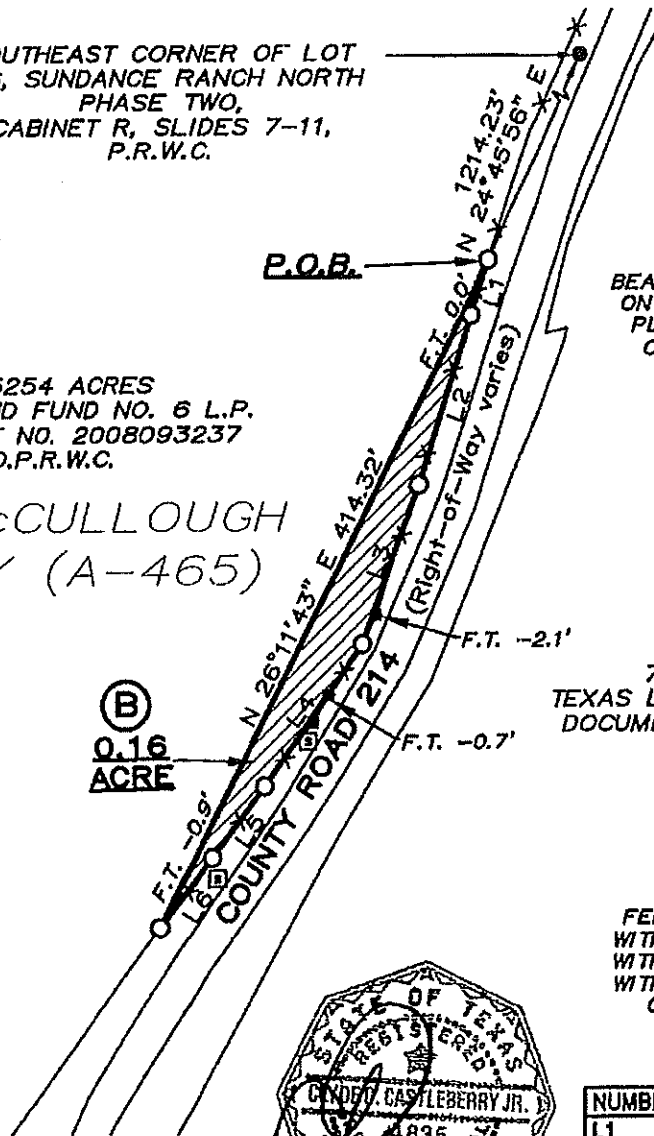
LAND TITLE SURVEY
 0.16 ACRE OUT OF THE W. H. McCULLOUGH SURVEY, ABSTRACT NO. 465
 WILLIAMSON COUNTY, TEXAS.

SOUTHEAST CORNER OF LOT
 156, SUNDANCE RANCH NORTH
 PHASE TWO,
 CABINET R, SLIDES 7-11,
 P.R.W.C.

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOCUMENT NO. 2008093237
 O.P.R.W.C.

W. H. McCULLOUGH
 SURVEY (A-465)

(B)
 0.16
 ACRE



Scale: 1" = 100'

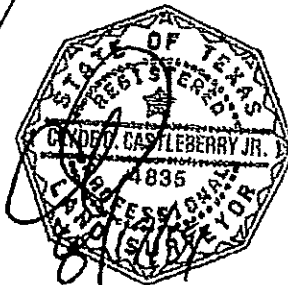
BEARINGS CITED HEREON BASED
 ON GRID NORTH, TEXAS STATE
 PLANE COORDINATE SYSTEM,
 CENTRAL ZONE NAD83(93).

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOCUMENT No. 2008093237
 O.P.R.W.C.

FENCE TIES (F.T.) DESIGNATED
 WITH A "+" REPRESENT FENCES
 WITHIN PROPERTY LINES; THOSE
 WITH A "-" REPRESENT FENCES
 OUTSIDE PROPERTY LINES.

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | S 17°58'20" W | 32.27' |
| L2 | S 17°15'20" W | 98.90' |
| L3 | S 19°23'06" W | 93.97' |
| L4 | S 34°38'32" W | 96.41' |
| L5 | S 36°13'27" W | 49.19' |
| L6 | S 36°12'31" W | 48.30' |



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 OF
 12

DRAWING FILE: R:\Egpt_04\40261_County_Road_214\TSPS SURVEY\40261-07_PARCEL_6A-6E_TSPS_CATA_COND2_20080810.DWG Sep 21, 2009 - 3:03 pm Jamie

PARCEL 6C
LAND TITLE SURVEY
0.09 ACRE OUT OF THE WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465 WILLIAMSON COUNTY, TEXAS.



Scale: 1" = 50'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).

J. HACKETT SURVEY
ABSTRACT No. 312

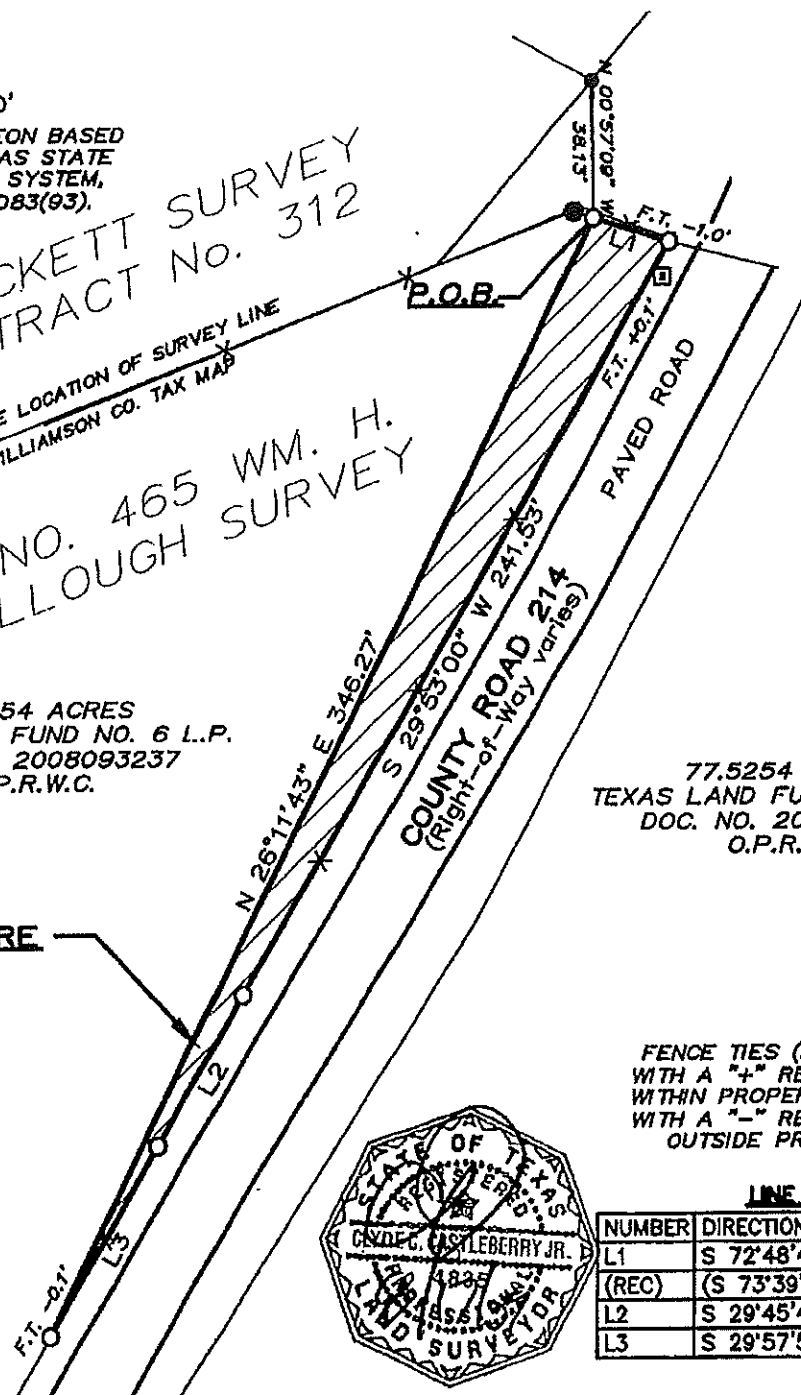
APPROXIMATE LOCATION OF SURVEY LINE
 PER WILLIAMSON CO. TAX MAP

ABS. NO. 465 WM. H. MCCULLOUGH SURVEY

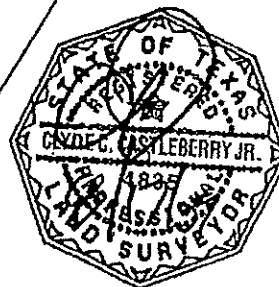
77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOC. NO. 2008093237
 O.P.R.W.C.

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOC. NO. 2008093237
 O.P.R.W.C.

6C
0.09 ACRE




FENCE TIES (F.T.) DESIGNATED WITH A "+" REPRESENT FENCES WITHIN PROPERTY LINES; THOSE WITH A "-" REPRESENT FENCES OUTSIDE PROPERTY LINES.



LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | S 72°48'47" E | 22.82' |
| (REC) | (S 73°39'17" E) | |
| L2 | S 29°45'45" W | 48.27' |
| L3 | S 29°57'53" W | 60.77' |


Castleberry Surveying, Inc.
 3813 Williams Drive, Suite 903 - Georgetown, Texas 78628
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SHEET
7
 OF
12

DRAWING FILE: R:\Egpt_04\40261_County_Road_214\TSPS SURVEY\40261-07_PARCEL_6A-6E_TSPS_CATIA_COND2_20090810.DWG Sep 21, 2009 - 3:03 pm Jamie

PARCEL 6D
LAND TITLE SURVEY
1.96 ACRES OUT OF THE W.H. MCCULLOUGH SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS.

SHEET 9
 SHEET 8



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOC. NO. 2008093237
 O.P.R.W.C.

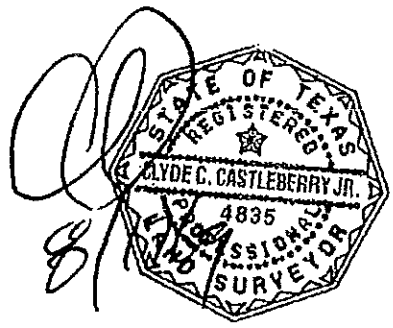
LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | S 34°01'15" W | 137.98' |
| L2 | S 23°57'57" E | 24.47' |
| L3 | N 23°57'57" W | 78.31' |
| L4 | N 26°21'28" E | 34.73' |
| L5 | N 28°09'15" E | 93.39' |
| L6 | N 28°12'25" E | 103.86' |
| L7 | N 30°58'52" E | 100.46' |
| L8 | N 21°57'52" E | 152.82' |
| L9 | N 21°33'44" E | 50.39' |
| L10 | N 14°55'43" E | 7.86' |
| L11 | S 78°31'01" W | 13.51' |
| L12 | N 14°33'30" E | 27.17' |
| L13 | N 15°30'20" E | 23.52' |
| L14 | N 21°22'36" E | 27.55' |
| L15 | N 21°54'36" E | 80.53' |
| L16 | N 28°51'21" E | 76.80' |
| L17 | N 29°04'05" E | 62.40' |
| L18 | N 32°12'31" E | 199.69' |
| L19 | N 28°15'17" E | 204.47' |
| L20 | N 52°18'31" E | 114.61' |
| L21 | N 40°51'12" E | 20.36' |

COUNTY ROAD 214
 (Right-of-Way varies)

77.5254 ACRES
 TEXAS LAND FUND NO. 6 L.P.
 DOC. NO. 2008093237
 O.P.R.W.C.

1.96 ACRES



(N 35°17'23" E
 S 34°01'14" E REC.)
 426.88' W REC.)



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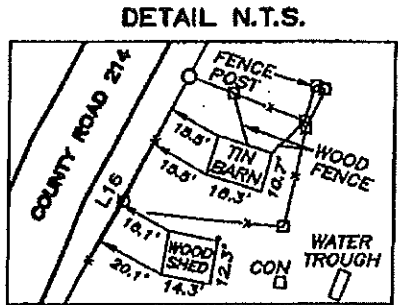
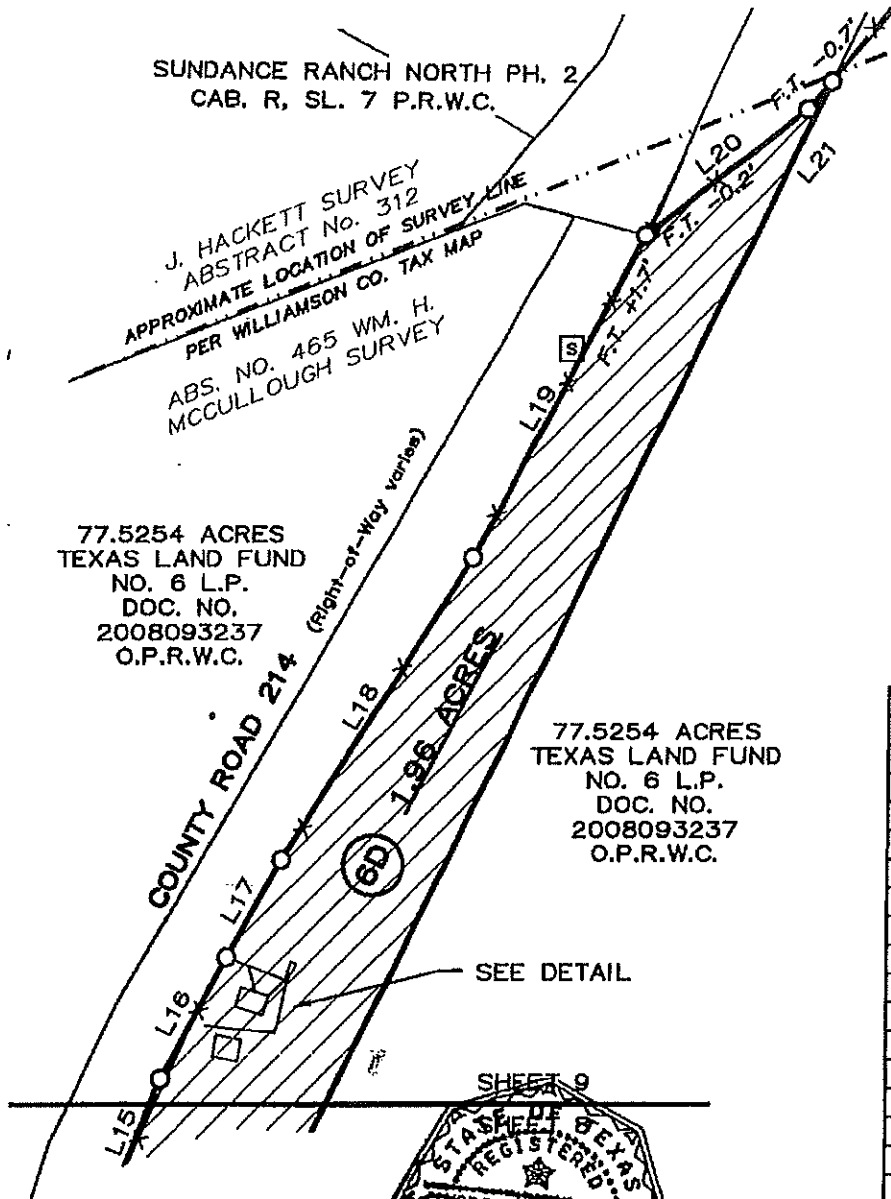
SHEET
8
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12

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PARCEL 6D
LAND TITLE SURVEY
1.96 ACRES OUT OF THE W.H. MCCULLOUGH SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS.

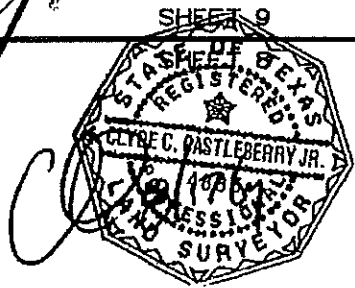


Scale: 1" = 100'



LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | S 34°01'15" W | 137.98' |
| L2 | S 23°57'57" E | 24.47' |
| L3 | N 23°57'57" W | 78.31' |
| L4 | N 26°21'28" E | 34.73' |
| L5 | N 28°09'15" E | 93.39' |
| L6 | N 28°12'25" E | 103.86' |
| L7 | N 30°58'52" E | 100.46' |
| L8 | N 21°57'52" E | 152.82' |
| L9 | N 21°33'44" E | 50.39' |
| L10 | N 14°55'43" E | 7.86' |
| L11 | S 78°31'01" W | 13.51' |
| L12 | N 14°33'30" E | 27.17' |
| L13 | N 15°30'20" E | 23.52' |
| L14 | N 21°22'36" E | 27.55' |
| L15 | N 21°54'36" E | 80.53' |
| L16 | N 28°51'21" E | 76.80' |
| L17 | N 29°04'05" E | 62.40' |
| L18 | N 32°12'31" E | 199.69' |
| L19 | N 28°15'17" E | 204.47' |
| L20 | N 52°18'31" E | 114.61' |
| L21 | N 40°51'12" E | 20.36' |



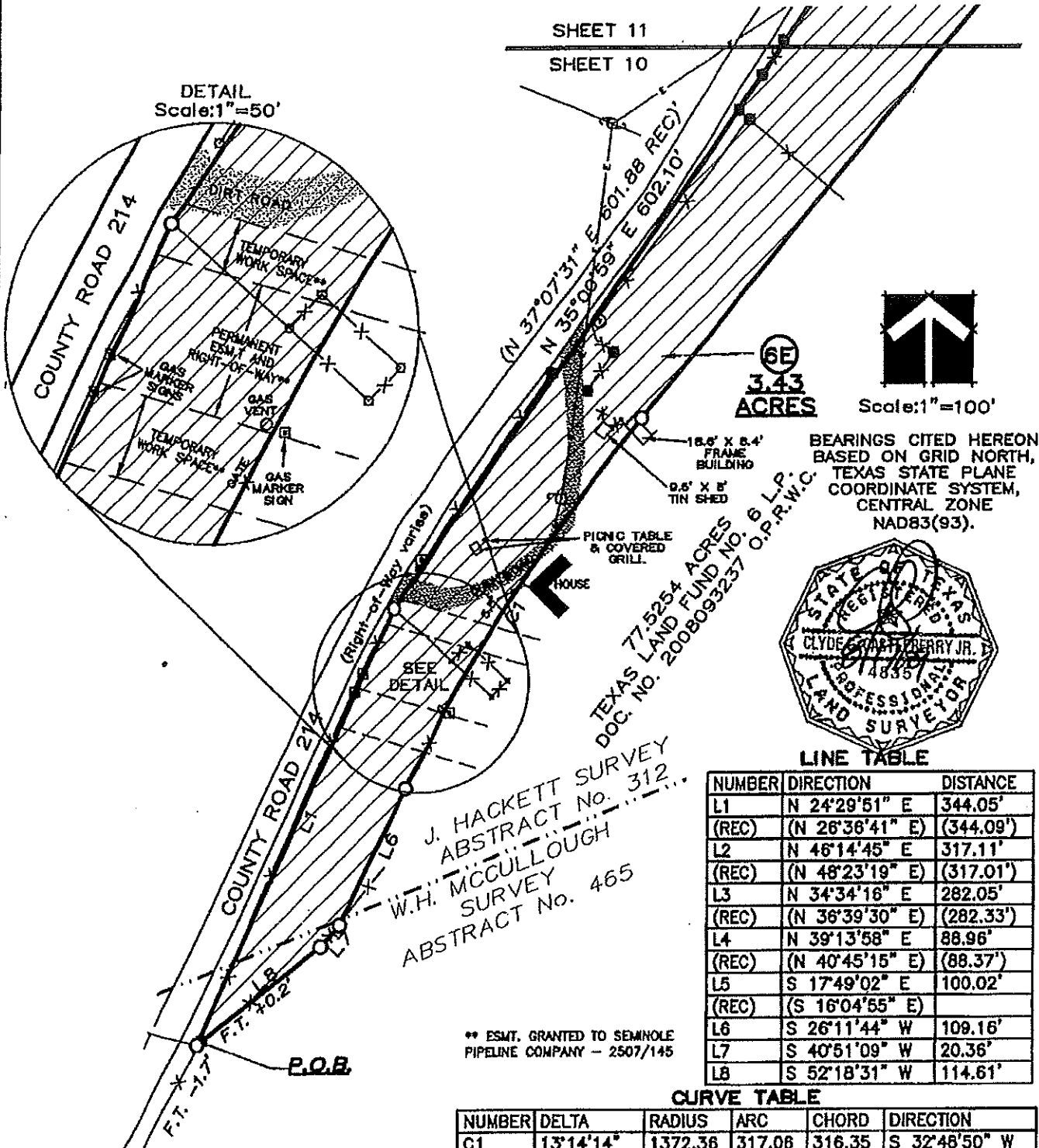
CLYDE C. PASTLEBERRY JR.
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF TEXAS

3513 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1900 / (512) 930-9399 fax
 www.pastleberrysurveying.com

SHEET
9
 OF
12

DRAWING FILE: R:\Egpt_04\40261_County_Road_214\TSPS SURVEY\ 40261-07_PARCEL_6A-6E_TSPS_CATTI_A.COND2_20080810.DWG Sep 22, 2009 - 8:44 am Jamie

**PARCEL 6E
LAND TITLE SURVEY
3.43 ACRES OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO.
312, WILLIAMSON COUNTY, TEXAS.**



SHEET 11
SHEET 10

DETAIL
Scale: 1"=50'

6E
3.43
ACRES

Scale: 1"=100'

BEARINGS CITED HEREON
BASED ON GRID NORTH,
TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE
NAD83(93).



TEXAS LAND FUND NO. 6 L.P.
DOC. NO. 2008093237 O.P.R.W.C.

J. HACKETT SURVEY
ABSTRACT No. 312
W.H. MCCULLOUGH
SURVEY
ABSTRACT No. 465

** ESMT. GRANTED TO SEMHOLE
PIPELINE COMPANY - 2507/145

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|-----------|
| L1 | N 24°29'51" E | 344.05' |
| (REC) | (N 26°36'41" E) | (344.09') |
| L2 | N 46°14'45" E | 317.11' |
| (REC) | (N 48°23'19" E) | (317.01') |
| L3 | N 34°34'16" E | 282.05' |
| (REC) | (N 36°39'30" E) | (282.33') |
| L4 | N 39°13'58" E | 88.96' |
| (REC) | (N 40°45'15" E) | (88.37') |
| L5 | S 17°49'02" E | 100.02' |
| (REC) | (S 16°04'55" E) | |
| L6 | S 26°11'44" W | 109.16' |
| L7 | S 40°51'09" W | 20.36' |
| L8 | S 52°18'31" W | 114.61' |

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 13°14'14" | 1372.36 | 317.06 | 316.35 | S 32°46'50" W |

| | | |
|--|---|----------|
| | 3813 Williams Drive, Suite 903 - Georgetown, Texas 78626 (512) 930-1800 / (512) 930-9389 fax www.cattiberryurveying.com | SHEET |
| | | 10 OF 12 |

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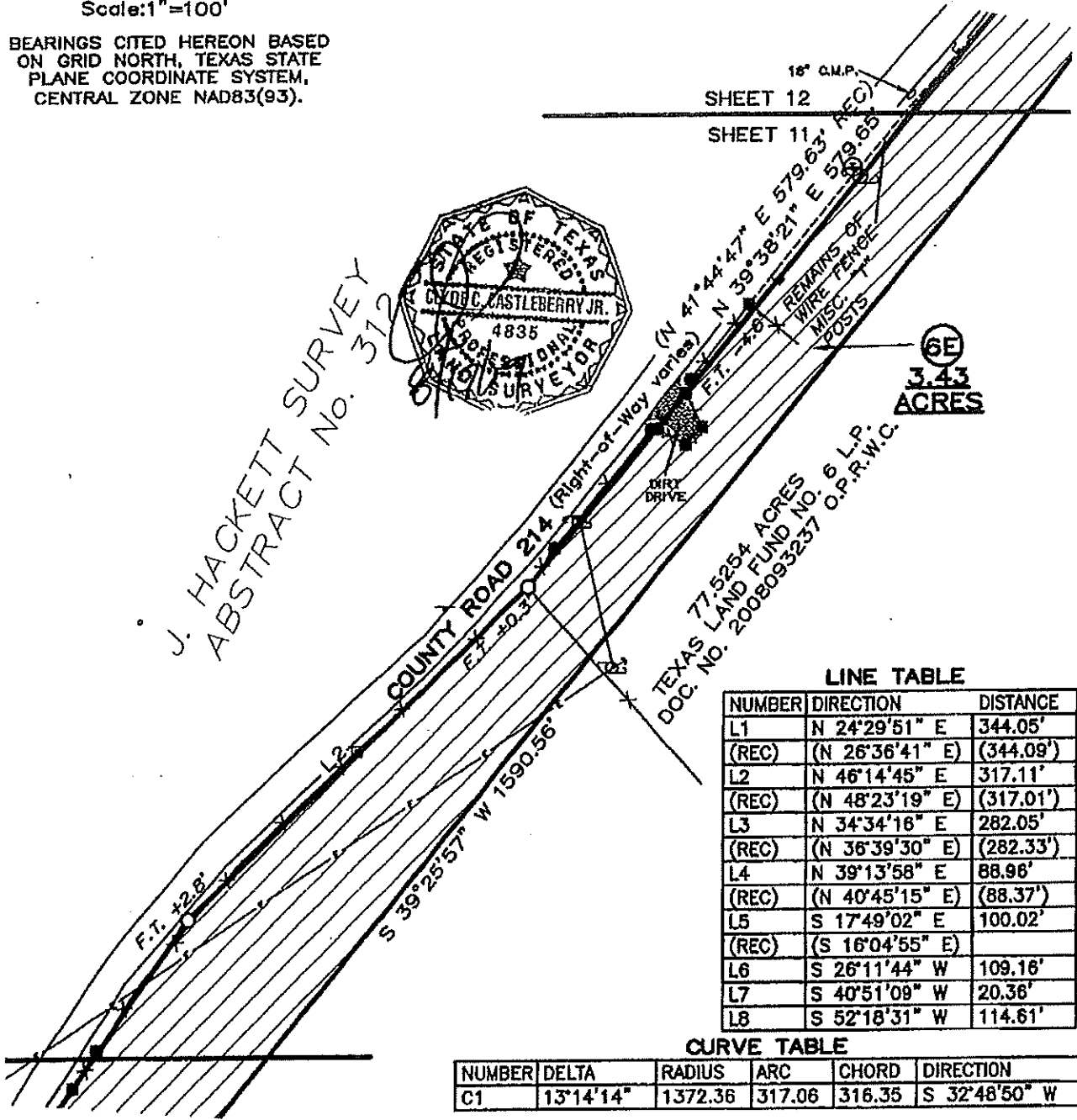
**PARCEL 6E
LAND TITLE SURVEY
3.43 ACRES OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO.
312, WILLIAMSON COUNTY, TEXAS.**



Scale: 1" = 100'

BEARINGS CITED HEREON BASED
ON GRID NORTH, TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE NAD83(93).

J. HACKETT SURVEY
ABSTRACT NO. 312



16" C.M.P.
SHEET 12
SHEET 11


6E
3.43
ACRES

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|-----------|
| L1 | N 24°29'51" E | 344.05' |
| (REC) | (N 26°36'41" E) | (344.09') |
| L2 | N 46°14'45" E | 317.11' |
| (REC) | (N 48°23'19" E) | (317.01') |
| L3 | N 34°34'16" E | 282.05' |
| (REC) | (N 36°39'30" E) | (282.33') |
| L4 | N 39°13'58" E | 88.96' |
| (REC) | (N 40°45'15" E) | (88.37') |
| L5 | S 17°49'02" E | 100.02' |
| (REC) | (S 16°04'55" E) | |
| L6 | S 26°11'44" W | 109.16' |
| L7 | S 40°51'09" W | 20.36' |
| L8 | S 52°18'31" W | 114.61' |

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 13°14'14" | 1372.36 | 317.06 | 316.35 | S 32°48'50" W |


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SHEET
11
OF
12

(FIELD NOTES ATTACHED)

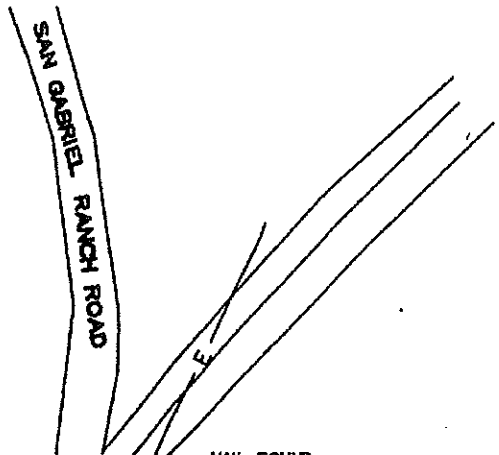
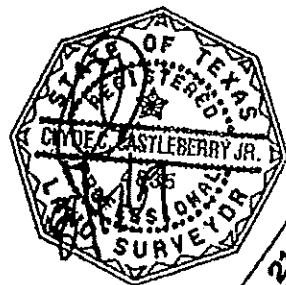
DRAWING FILE: R:\egpt_04\40261_County_Road_214\TSPS SURVEY\40261-07_PARCEL_6A-6E_TSPS_CATTIA_COND2_20080810.DWG Sep 21, 2009 - 3:03 pm Jamie

**PARCEL 6E
LAND TITLE SURVEY
3.43 ACRES OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO.
312, WILLIAMSON COUNTY, TEXAS.**



Scale: 1" = 100'

BEARINGS CITED HEREON BASED
ON GRID NORTH, TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE NAD83(93).



865.49 ACRES
TEXAS LAND FUND NO. 6 L.P.
DOC. NO. 2008076591 O.P.R.W.C.

15" C.M.P.
SHEET 12
SHEET 11
4°47' E 579.63' (REC)
9°38'21" E 579.65' (REC)
REMAINS OF FENCE

COUNTY ROAD 214 L3
REMAINS OF WIRE FENCE - MISC. 1" POSTS
S 39°25'57" W 1590.56'
77.5254 ACRES
TEXAS LAND FUND NO. 6 L.P.
DOC. NO. 2008093237 O.P.R.W.C.


LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|-----------|
| L1 | N 24°29'51" E | 344.05' |
| (REC) | (N 26°36'41" E) | (344.09') |
| L2 | N 46°14'45" E | 317.11' |
| (REC) | (N 48°23'19" E) | (317.01') |
| L3 | N 34°34'16" E | 282.05' |
| (REC) | (N 36°39'30" E) | (282.33') |
| L4 | N 39°13'58" E | 88.96' |
| (REC) | (N 40°45'15" E) | (88.37') |
| L5 | S 17°49'02" E | 100.02' |
| (REC) | (S 16°04'55" E) | |
| L6 | S 26°11'44" W | 109.16' |
| L7 | S 40°51'09" W | 20.36' |
| L8 | S 52°18'31" W | 114.61' |

CURVE TABLE

| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
|--------|-----------|---------|--------|--------|---------------|
| C1 | 13°14'14" | 1372.36 | 317.06 | 316.35 | S 32°48'50" W |

(FIELD NOTES ATTACHED)


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SHEET
12
OF
12

EXHIBIT "C"

FIELD NOTES

JOB NO: R:\Bgpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-07_PARCEL_6F-6i_CAT1A_COND2_20090831.doc

DATE: August 12, 2008

PAGE: 1 OF 6

(EXHIBIT ATTACHED)

PARCEL 6F-6I

.09 ACRE

Being .09 acre of land situated in Williamson County, Texas, out of the William H. McCullough Survey, Abstract No. 465 and the James Hackett Survey, Abstract No. 312 and being a portion of that tract described as 77.5254 acres in a General Warranty Deed dated December 11, 2008, granted to Texas Land Fund No. 6, L.P. And recorded as Document No. 2008093237, Official Public Records of Williamson county, Texas, and further described by metes and bounds as follows:

PARCEL 6F

0.08 ACRE

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a 1/2" iron pin found in the existing east margin of said County road 214 for the north corner of that tract described as 3.18 acres in General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77.5254 acre tract bears S 26°11'43" W 70.15 feet, S 23°57'57" E 24.47 feet, S 34°01'15" W 137.98 feet, and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following six (6) courses:

1. N 26°11'43" E 218.33 feet to a calculated point for an angle point of this tract;
2. N 56°11'43" E 74.41 feet to a calculated point for the most northerly corner of this tract;
3. S 33°48'17" E 18.00 feet to a calculated point for the most easterly corner of this tract;
4. S 56°11'43" W 85.59 feet to a calculated point for an angle point of this tract;
5. S 26°11'43" W 199.65 feet to a calculated point for the most southerly corner of this tract;
6. N 63°48'17" W 10.00 feet to the point of Beginning and containing 0.08 acre of land.

PARCEL 6G

200 SQ. FT.

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a 1/2" iron pin found in the existing east margin of said County road 214 for the north corner of that tract described as 3.18 acres in General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77.5254 acre tract bears S 26°11'43" W 950.04 feet, S 23°57'57" E 24.47 feet, S 34°01'15" W 137.98 feet, and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following four (4) courses:

1. N 26°11'43" E 20.00 feet to a calculated point for the most northerly corner of this tract;
2. S 63°48'17" E 10.00 feet to a calculated point for the most easterly corner of this tract;
3. S 26°11'43" W 20.00 feet to a calculated point for the most southerly corner of this tract;
4. N 63°48'17" W 10.00 feet to the point of Beginning and containing 200 square feet of land.

FIELD NOTES

JOB NO: R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-07_PARCEL_6F-6i_CAT1A_COND2_20090831.doc

DATE: August 12, 2008

PAGE: 2 OF 6

(EXHIBIT ATTACHED)

PARCEL 6H
200 SQ. FT.

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a nail found in a fence corner post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said Official Public Records and the most northerly corner of said 77.5254 acre tract bears N 39°25'57" W 1166.88 feet and N 17°49'04" W 100.02 feet;

THENCE: into said 77.5254 acre tract in the following four (4) courses:

1. S 50°34'03" E 10.00 feet to a calculated point for the most easterly corner of this tract,
2. S 39°25'57" W 20.00 feet to a calculated point for the most southerly corner of this tract,
3. N 50°34'03" W 10.00 feet to a calculated point for the most westerly corner of this tract,
4. N 39°25'57" E 20.00 feet to the point of Beginning and containing 200 square feet of land.

PARCEL 6I
150 SQ. FT.

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6E, from which a nail found in a fence corner post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said Official Public Records and the most northerly corner of said 77.5254 acre tract bears N 39°25'57" W 469.38 feet and N 17°49'04" W 100.02 feet;

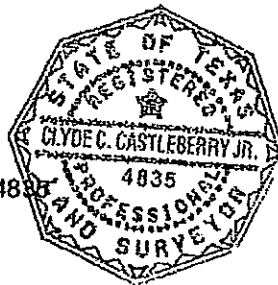
THENCE: into and across said Lookout Partners 7.2865 acre tract in the following four (4) courses:

1. S 50°34'03" E 10.00 feet to a calculated point for the most easterly corner of this tract,
2. S 39°25'57" W 15.00 feet to a calculated point for the most southerly corner of this tract,
3. N 50°34'03" W 10.00 feet to a calculated point for the most westerly corner of this tract,
4. N 39°25'57" E 15.00 feet to the point of Beginning and containing 150 square feet of land.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628


Clyde C. Castleberry Jr.
Registered Professional Land Surveyor No. 4835



CCC/jju

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PARCEL 6F
LAND TITLE SURVEY
0.08 ACRE OUT OF THE W.H. MCCULLOUGH SURVEY, ABSTRACT NO. 465, WILLIAMSON COUNTY, TEXAS.

SUBJECT TO: 1.) BLANKET PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY 826/325 & 833/618.

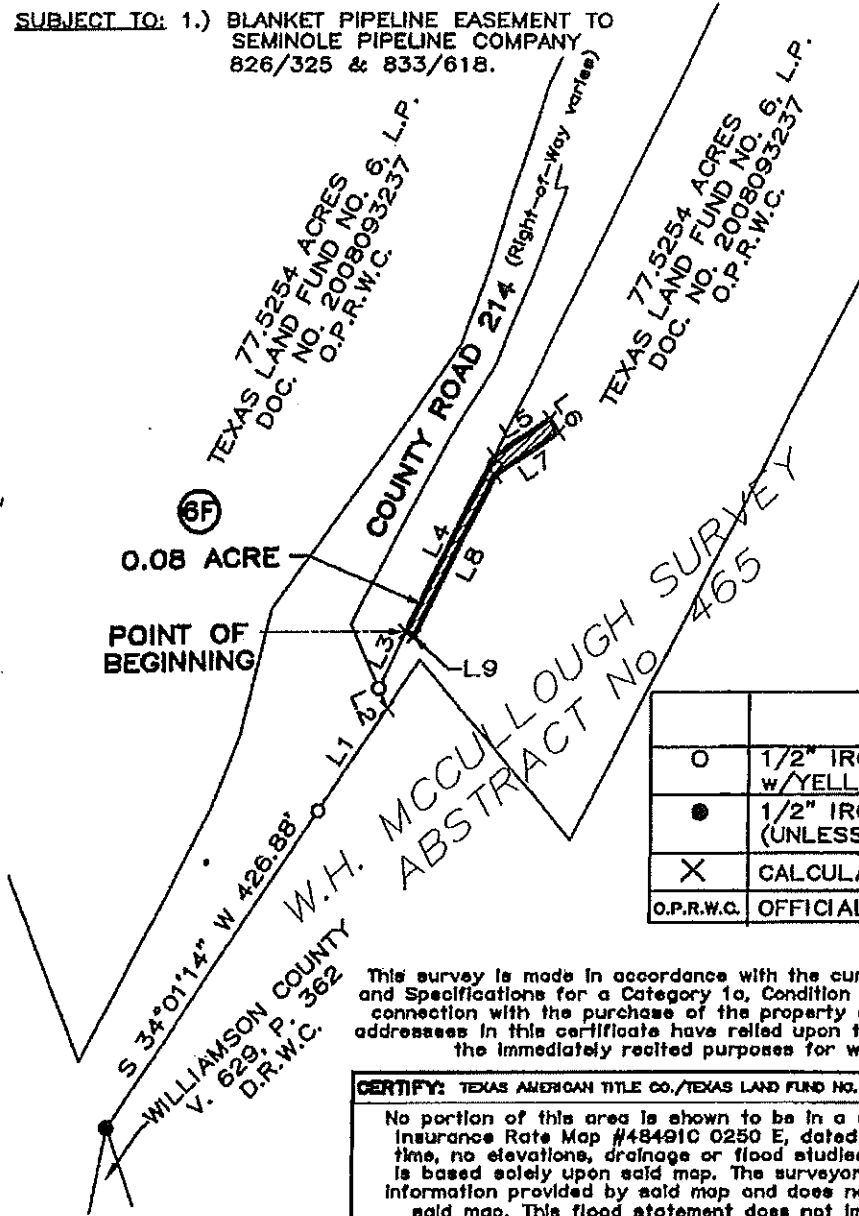


Scale: 1"=200'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | S 34°01'15" W | 137.98' |
| L2 | S 23°57'57" E | 24.47' |
| L3 | S 26°11'43" W | 70.15' |
| L4 | N 26°11'43" E | 218.33' |
| L5 | N 56°11'43" E | 74.41' |
| L6 | S 33°48'17" E | 18.00' |
| L7 | S 56°11'43" W | 85.59' |
| L8 | S 26°11'43" W | 199.65' |
| L9 | N 63°48'17" W | 10.00' |



| LEGEND | |
|------------|---|
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| X | CALCULATED POINT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |

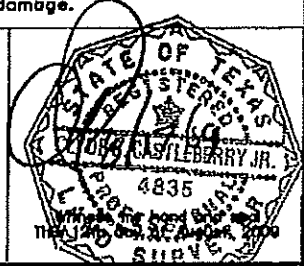
This survey is made in accordance with the current Texas Surveyors Association Standards and Specifications for a Category 1a, Condition II Survey. This survey has been prepared in connection with the purchase of the property and the issuance of title insurance; and the addresses in this certificate have relied upon the contents of this survey in connection with the immediately recited purposes for which this survey has been prepared.


CERTIFY: TEXAS AMERICAN TITLE CO./TEXAS LAND FUND NO. 6, L.P./WILLIAMSON COUNTY/OF NO. 9561-05-1440

No portion of this area is shown to be in a special flood hazard area per FEMA's Flood Insurance Rate Map #48491C 0250 E, dated September 28, 2008, however at present time, no elevations, drainage or flood studies have been performed and the information is based solely upon said map. The surveyor does not assume responsibility as to any information provided by said map and does not represent the accuracy or inaccuracy of said map. This flood statement does not imply that property and/or the structures there on will be free of flooding or flood damage.

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

That I, Clyde C. Castleberry, Jr., a Registered Professional Land Surveyor in the State of Texas, have caused to be performed an on-the-ground survey under my supervision of the foregoing platted tract of land and to the best of my knowledge and belief there are no discrepancies, conflicts, shortages in area, encroachments, visible utility lines or roads in place, and that said property has access to and from a dedicated roadway, except as shown hereon.




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SHEET

3

OF

6

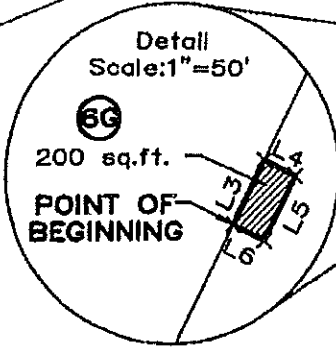
(FIELD NOTES ATTACHED)

**PARCEL 6G
LAND TITLE SURVEY
200 SQUARE FEET OUT OF THE W.H. MCCULLOUGH SURVEY,
ABSTRACT NO. 465, WILLIAMSON COUNTY, TEXAS.**



Scale: 1" = 200'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).



6G

200 sq.ft.

TEXAS LAND FUND NO. 6, L.P.
DOC. NO. 2008093237 O.P.R.W.C.

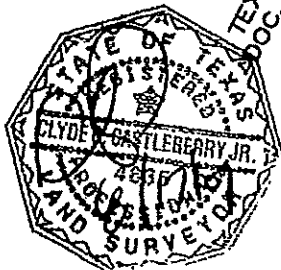
COUNTY ROAD 214
(Right-of-Way varies)

PROPOSED PARCEL 6D
S 26°11'43" W 950.04'

W.H. MCCULLOUGH SURVEY
ABSTRACT NO. 465
TEXAS LAND FUND NO. 6, L.P.
DOC. NO. 2008093237 O.P.R.W.C.

865.49 ACRES
TEXAS LAND FUND NO. 6, L.P.
DOC. NO. 2008076591 O.P.R.W.C.

S 34°01'14" W 426.88'
WILLIAMSON COUNTY
V. 629, P. 362
D.R.W.C.



LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | S 34°01'15" W | 137.98' |
| L2 | S 23°57'57" E | 24.47' |
| L3 | N 26°11'43" E | 20.00' |
| L4 | S 63°48'17" E | 10.00' |
| L5 | S 26°11'43" W | 20.00' |
| L6 | N 63°48'17" W | 10.00' |

LEGEND

| | |
|------------|--|
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| ● | 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED) |
| X | CALCULATED POINT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| D.R.W.C. | DEED RECORDS WILLIAMSON CO. |

(FIELD NOTES ATTACHED)

Castleberry Surveying, Inc.
 3513 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600 / (512) 930-9389 fax
 www.castleberryurveying.com

SHEET
 4
 OF
 6

DRAWING FILE: R:\egpt_04\40261_County_Road_214\TSPS SURVEY\ 40261-07_Parcel_6F-6_TSPS_CATIA_COND2_20090831.DWG Sep 21, 2009 - 3:15 pm Jamie

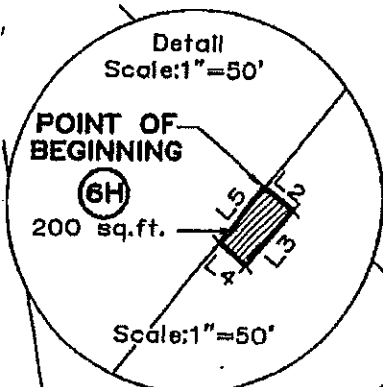
PARCEL 6H

LAND TITLE SURVEY
200 SQUARE FEET OUT OF THE JAMES HACKETT SURVEY, ABSTRACT
NO. 312, WILLIAMSON COUNTY, TEXAS.



Scale: 1" = 200'

BEARINGS CITED HEREON BASED
ON GRID NORTH, TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE NAD83(93).



LOT 144
COUNTY ROAD 214
(Right-of-Way varies)
PROPOSED PARCEL 6E

SUNDANCE RANCH
NORTH PHASE 2
CAB. R. SL. 7 P.R.W.C.

LOT 142

LOT 143

N 39°25'57" E 1166.88'

J. HACKETT SURVEY
ABSTRACT No. 312

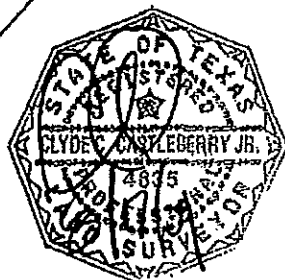
77.5254 ACRES
TEXAS LAND FUND NO. 6, L.P.
DOC. NO. 2008093237 O.P.R.W.C.

LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 17°49'04" W | 100.02' |
| L2 | S 50°34'03" E | 10.00' |
| L3 | S 39°25'57" W | 20.00' |
| L4 | N 50°34'03" W | 10.00' |
| L5 | N 39°25'57" E | 20.00' |

LEGEND

| | |
|------------|--|
| ○ | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| × | CALCULATED POINT |
| ▲ | 60D NAIL FOUND |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| P.R.W.C. | PLAT RECORDS OF WILLIAMSON CO. |



(FIELD NOTES ATTACHED)

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 / (512) 930-9389 fax
www.castleberryurveying.com

| |
|-------|
| SHEET |
| 5 |
| OF |
| 8 |

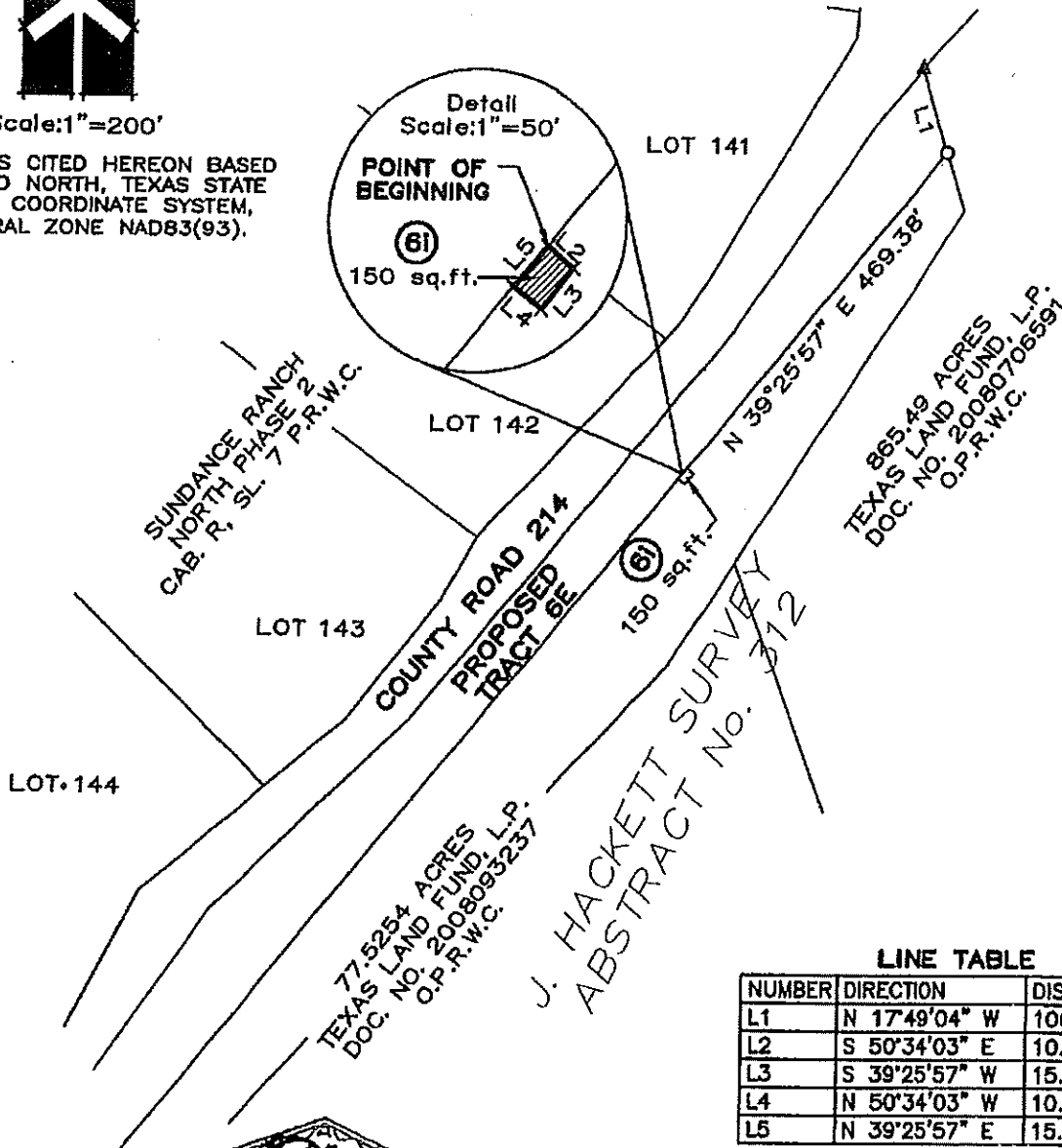
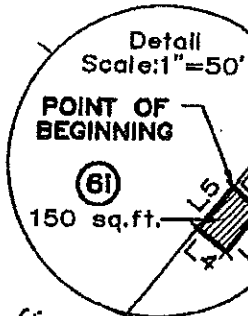
DRAWING FILE: R:\Egpt_04\40261_County_Road_214\TSPS SURVEY\ 40261-07_PARCEL_6F-8I_TSPS_CAT1A_COND2_20090831.DWG Sep 21, 2009 - 3:15 pm jamie

PARCEL 6i
LAND TITLE SURVEY
150 SQUARE FEET OUT OF THE JAMES HACKETT SURVEY, ABSTRACT
NO. 312, WILLIAMSON COUNTY, TEXAS.



Scale: 1"=200'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).



LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 17°49'04" W | 100.02' |
| L2 | S 50°34'03" E | 10.00' |
| L3 | S 39°25'57" W | 15.00' |
| L4 | N 50°34'03" W | 10.00' |
| L5 | N 39°25'57" E | 15.00' |

LEGEND

| | |
|---|--|
| | 1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD." |
| | CALCULATED POINT |
| | 60D NAIL FOUND |
| O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLIAMSON CO. | |



(FIELD NOTES ATTACHED)

| | | |
|--|---|--------|
| | 3813 Williams Drive, Suite 903 - Georgetown, Texas 78626 (512) 930-1800 / (512) 930-9389 fax www.castleberrysurveying.com | SHEET |
| | | 6 OF 6 |

Landfund Addendum to Real Estate Contract - CR 214 (P6)
Commissioners Court - Regular Session

Date: 12/08/2009
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 Addendum to Real Estate Contract with Landfund regarding ROW on CR 214.

Background

Fiscal Impact

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

Attachments

Link: [Landfund Addendum to RE Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/03/2009 11:08 AM
Final Approval Date: 12/03/2009

ADDENDUM TO
REAL ESTATE CONTRACT

This Addendum to Real Estate Contract (this "**Addendum**") is made and entered into by and between **TEXAS LAND FUND NO. 6, L.P.**, a Delaware limited partnership ("**Seller**") and **COUNTY OF WILLIAMSON** ("**Buyer**").

RECITALS

A. Seller and Buyer entered into that certain Real Estate Contract (the "**Contract**") concerning a fee simple interest in nine (9) tracts of land containing a total of approximately 7.02 acres in Williamson County, Texas, and a drainage easement interest in and to four (4) tracts of land containing a total of approximately 0.0936 acre in Williamson County, Texas.

B. Seller and Buyer desire to enter into this Addendum to revise, supplement, and modify certain provisions of the Contract as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller and Buyer hereby agree as follows:

1. All terms used in this Addendum that are defined in the Contract shall have the same meaning as given in the Contract.

2. The purchase price of the Property shall be Twelve Thousand and No/100 Dollars (\$12,000.00) per gross acre contained in the Property.

3. **AS IS, WHERE IS, WITH ALL FAULTS SALE.**

(a) Seller hereby notifies Buyer that Seller is not the developer of the Property, and that Seller makes no representations or warranties whatsoever, express, implied, or arising by operation of law, with respect to the Property or the condition of the Property. Buyer hereby represents and warrants to Seller that Buyer has not entered into the Contract based upon any representation, warranty, agreement, statement, or expression of opinion by Seller or any other person or entity acting or allegedly acting for or on behalf of Seller with respect to Seller, the Property, or the condition of the Property. Buyer agrees that the Property will be sold and conveyed to (and accepted by) Buyer at the Closing in the then condition of the Property, **AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW**, other than the limited special warranty of title in the Deed. Without limiting the generality of the foregoing, except for the limited special warranty of title in the Deed, the transaction contemplated by the Contract is without any express or implied warranty, representation, agreement, statement, or expression of opinion of or with respect to: (i) the condition of the Property or any aspect thereof, including, without limitation, any and all express or implied representations or warranties related to suitability for habitation, merchantability, or fitness for a particular use or purpose; (ii) the soil conditions, drainage, topographical features, flora, fauna, or other conditions of or which affect the Property; (iii) any conditions at or which affect the Property with respect to any

particular use, purpose, development potential, or otherwise; (iv) area, size, shape, configuration, location, access, cash flow, expenses, value, or condition; (v) any express or implied representations or warranties created by any affirmation of fact or promise, by any description of the Property, or by operation of law; (vi) any environmental, botanical, zoological, hydrological, geological, meteorological, or other condition or hazard or the absence thereof heretofore, now, or hereafter affecting in any manner any of the Property; and (vii) all other express or implied representations and warranties by Seller whatsoever.

(b) Buyer hereby releases and discharges Seller from all liability and waives all claims against Seller for, and Buyer hereby assumes the risk with respect to, all matters in any way or manner whatsoever arising out of, related to, connected with, or emanating from the condition of the Property, including, without limitation, all patent and latent defects, hazards, and dangerous conditions on or about the Property, whether or not discoverable prior to the Closing Date.

4. INFORMATION. BUYER ACKNOWLEDGES THAT ANY REPORTS SUPPLIED OR MADE AVAILABLE BY SELLER, WHETHER WRITTEN OR ORAL, OR IN THE FORM OF MAPS, SURVEYS, PLATS, SOIL REPORTS, ENGINEERING STUDIES, ENVIRONMENTAL STUDIES, OR OTHER INSPECTION REPORTS PERTAINING TO THE PROPERTY ("REPORTS") ARE BEING DELIVERED TO BUYER ON AN "AS-IS/WHERE-IS" BASIS SOLELY AS A COURTESY AND THAT SELLER HAS VERIFIED NEITHER THE ACCURACY OF ANY STATEMENTS OR OTHER INFORMATION CONTAINED IN THE REPORTS, ANY METHOD USED TO COMPILE THE REPORTS, OR THE QUALIFICATIONS OF THE PERSON(S) PREPARING THE REPORTS. SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE ACCURACY, COMPLETENESS, OR ANY OTHER ASPECT OF THE REPORTS.

5. The mailing address of Texas American Title Company is 715 Discovery Blvd., Suite 205, Cedar Park, Texas 78613. The closer will be Julia Bechara, who can be reached by telephone at (512) 259-5950 and by email at jbechara@texasamerican.com.

6. Subsection (b) of Section 5.02(1) of the Contract is hereby deleted in its entirety and this following is hereby substituted in lieu thereof:

"(b) all title exceptions listed in the Commitment for Title Insurance and as would be shown on a survey of the Property; and"

7. Subsection (b) of Section 5.02(2) of the Contract is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

"(b) the exception as to restrictive covenants shall either be deleted or shall list those restrictive covenants that affect title to the Property; and"

8. Notices.

Any Notice must be in writing and enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and received for by a messenger service, with instructions for delivery on the same day or the next day which is not a Saturday, Sunday, or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at a post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified mail, return receipt requested. The addresses to which any Notice is to be sent are as follows:

if to Seller, to: Texas Land Fund No. 6, L.P.
Attn: Jim McAlister, Jr.
3200 Southwest Freeway, Suite 3000
Houston, Texas 77027
Telephone: (713) 535-2200
Facsimile: (713) 535-2205
Email: jimjr@mcalistereco.com

with a copy to: Cordray & Tomlin, P.C.
Attn: Howard F. Cordray, Jr.
3306 Sul Ross Street
Houston, Texas 77098-1808
Telephone: (713) 630-0600
Facsimile: (713) 630-0017
Email: hcordray@dealmakerlaw.com

if to Buyer, to: County of Williamson
Attn: County Judge
710 Main St., Suite 101
Georgetown, Texas 78626
Telephone: (512) 943-1550
Facsimile: (512) 943-1662
Email: ctyjudge@wilco.org

with a copy to: Don Childs
Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
Telephone: (512) 255-8877
Facsimile: (512) 255-8986
Email: dchilds@sheets-crossfield.com

or to such other address within the continental United States as any addressee(s) shall specify in writing, which change of address, in order to be effective, must actually have been received not fewer than ten (10) days prior to the giving of any such Notice. Any Notice sent by messenger service shall be timely given if receipted for by such messenger service on or before 11:59 p.m. on the date the Notice is to be given; and any Notice sent by mail shall be timely given if deposited with the domestic mail service of the United States Postal Service on or before 11:59 p.m. of the date the Notice is to be given. Any Notice sent in accordance with the preceding sentence shall be deemed to have been received on the next day after the receipt for the Notice by a messenger service; or on the date of the first attempted delivery of the mailed Notice, as shown on the United States Postal Service's return receipt. Notwithstanding any other provision of this Section 8 to the contrary, any Notice shall be effective from and after the date actually received by an addressee, however addressed or delivered, including facsimile and e-mail.

9. **Assignment; Binding Effect; No Third Party Beneficiary; Limited Liability of Seller.**

(a) Buyer may not assign the Contract without the prior written consent of Seller, which consent may be denied for any reason.

(b) Except for the Parties and their respective heirs, successors, legal representatives, and assigns, no person or entity has any rights or benefits under the Contract, and no person or entity is a third party beneficiary of the Contract.

10. **Counterparts.**

This Addendum is executed in multiple counterparts, each of which is an original, but all of which shall constitute but one and the same document. The signatures of the Seller, Buyer, and the Title Company may appear on multiple separate signature pages.

11. **WAIVER OF CONSUMER RIGHTS.**

AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THE CONTRACT, WITHOUT WHICH INDUCEMENT BUYER ACKNOWLEDGES THAT SELLER WOULD NOT ENTER INTO THE CONTRACT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, WITHOUT RESERVATION, BUYER HEREBY EXPRESSLY WAIVES ALL OF BUYER'S RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY EXPRESSLY WARRANTS, REPRESENTS, AND CERTIFIES TO SELLER THAT (A) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION AS TO ANY PROVISION OF THE CONTRACT OR AS TO ANY MATTER CONTAINED HEREIN; (B) BUYER IS EXPERIENCED IN THE PURCHASE OF REAL PROPERTY AND THE ANALYSIS OF REAL PROPERTY; AND (C) BUYER IS REPRESENTED BY LEGAL COUNSEL OF BUYER'S OWN CHOOSING IN SEEKING, ACQUIRING, AND PURCHASING THE PROPERTY AND IN NEGOTIATING THE TERMS OF THE CONTRACT. AFTER CONSULTATION WITH AN ATTORNEY OF BUYER'S OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

12. **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.**

If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the County in which the Property is located.

13. **NOTICE REGARDING POSSIBLE ANNEXATION.**

If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

14. **Deed Form.** The Special Warranty Deed to be delivered by Seller at closing shall be substantially in the form attached hereto as **Exhibit "B"** and incorporated herein by this reference for all purposes.

15. **Deposit of Contract.** Unless this Contract has been executed by Seller and Buyer and has been deposited with the Earnest Money with the Title Company by 5:00 p.m. upon the expiration of fourteen (14) days after the date of execution and return by Seller, this Contract shall be null and void and of no effect.

16. **No Recordation.** Seller and Buyer agree that neither the Contract, this Addendum, nor any reference to either shall be recorded or filed of public record.

17. **Partner Approval.** Seller shall have the right to terminate this Contract in the event the required partner approval is not obtained within fifteen (15) days after the Effective Date provided that Seller notifies Buyer of its election to terminate within five (5) days thereafter. In the event Seller does not notify Buyer of its election to terminate within such time period, it shall be conclusively deemed a waiver and cancellation of Seller's right to terminate provided in this paragraph.

18. **U.S. Army Corps of Engineers/Buyer's Reports.** Buyer covenants and agrees to not make any filings or requests or make any communication with the US Army Corps of Engineers with respect to the Property without the prior written consent of Seller. If Buyer terminates the Contract, then Buyer shall deliver to Seller, in addition to the written termination notice, copies of all reports, assessments, and studies that have been furnished to or prepared by or for Buyer in

connection with Buyer's review of the Property during the Feasibility Period. No Earnest Money shall be released to Buyer until these copies have been received by Seller.

19. **Dispute Resolution.** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation, and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this Contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

20. **Restrictive Covenants.**

The Deed shall contain the following restrictive covenants:

(a) No excavations or removal of dirt or topsoil shall be allowed on the Property except as shall be reasonably necessary to construct improvements (including, without limitation, roads, culverts, ditches, on-site detention ponds or retention areas and similar improvements) on the Property.

(b) All improvements placed upon the Property shall be constructed and operated in accordance with all applicable federal, state, and local laws (including environmental laws).

(c) The Property shall not be occupied or used in such a manner as may be unreasonably offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is unreasonably hazardous by reason of excessive danger of fire, explosion, or other potential casualty, nor shall any portion of the Property be occupied or used in such a manner as to create a public or a private nuisance or to constitute an unreasonable interference with the use, occupancy, or enjoyment of any other portion of the Property.

(d) The Property shall only be used for constructing, reconstructing, widening and/or maintaining of a public roadway and related drainage and public utilities, and to perform associated public use and related purposes.

21. This Addendum is an amendment to the Contract; and the Contract, as amended hereby, is hereby ratified, approved, and confirmed in each and every respect. All references to the Contract and any other document, instrument, agreement, or writing shall hereafter be deemed to refer to the Contract, as amended hereby.

22. This Addendum shall be an agreement made under and governed by the laws of the State of Texas.

23. This Addendum may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Addendum by signing one or more counterparts.

24. This Addendum shall be binding upon Seller and Buyer and their respective successors and assigns and shall enure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

25. Except as set forth in this Addendum, all provisions of the Contract shall remain unchanged and in full force and effect.

26. All terms used in this Addendum shall have the same meaning as defined in the Contract.

27. In the event that any conflict exists between the terms of the Addendum and the terms of the Contract, the terms of this Addendum shall control; and the terms of the Contract shall be amended accordingly.

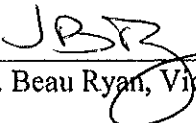
EXECUTED in multiple counterparts, any one of which shall have the force and effect of an original, effective as of December 2, 2009.

SELLER:

TEXAS LAND FUND NO. 6, L.P., a Delaware limited partnership

By: JM Equity Venture No. 3, Ltd., a Texas limited partnership, its General Partner

By: RBGP Investments, L.L.C., a Texas limited liability company, its General Partner

By: 
J. Beau Ryan, Vice President

BUYER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

SPECIAL WARRANTY DEED

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

THAT _____ ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by _____ ("**Grantee**"), whose mailing address is _____, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, subject to all of the matters set forth or referred to herein, has **GRANTED, SOLD, AND CONVEYED**, and by these presents does **GRANT, SELL, AND CONVEY**, unto Grantee all those certain tracts or parcels of land containing approximately 7.02 acres, together with all improvements thereon (if any), lying and being situated in the State of Texas and County of Williamson, more particularly described on **Exhibits "A-B"** attached hereto and made a part hereof for all purposes (the "**Property**").

THIS CONVEYANCE is made and accepted subject to the following:

[Insert Permitted Exceptions]

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, his successors and assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT and FOREVER DEFEND** all and singular the Property unto Grantee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same,

or any part thereof, by, through, or under Grantor from and after the date Grantor last acquired title to the Property, but not otherwise.

No excavations or removal of dirt or topsoil shall be allowed on the Property except as shall be reasonably necessary to construct improvements (including, without limitation, roads, culverts, ditches, on-site detention ponds or retention areas and similar improvements) on the Property.

All improvements placed upon the Property shall be constructed and operated in accordance with all applicable federal, state, and local laws (including environmental laws).

The Property shall not be occupied or used in such a manner as may be unreasonably offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is unreasonably hazardous by reason of excessive danger of fire, explosion, or other potential casualty, nor shall any portion of the Property be occupied or used in such a manner as to create a nuisance or constitute an unreasonable interference with the use, occupancy, or enjoyment of any other portion of the Property.

The Property shall be used only for constructing, reconstructing, widening and/or maintaining of a public roadway and related drainage and public utilities, and to perform associated public use and related purposes.

AD VALOREM TAXES with respect to the Property for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

GRANTOR HAS EXECUTED and delivered this Special Warranty Deed and has granted, bargained, sold, and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, **AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF**

GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR

WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

EXECUTED effective as of the _____ day of _____, 2009.

By: _____
Name: _____
Title: _____

RECEIVED, ACCEPTED, AND AGREED
TO BY GRANTEE:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

STAMP NAME AND DATE OF
EXPIRATION OF COMMISSION
BELOW:

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

STAMP NAME AND DATE OF
EXPIRATION OF COMMISSION .
BELOW:

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 12/08/2009
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 |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 11/12/2009 10:42 AM
Final Approval Date: 11/12/2009

Literacy Council Contracts
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Rebecca Clemons, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving contracts to provide educational services to inmates at the Williamson County Jail, residents at the Central Texas Treatment Center, and adults on probation with Williamson County.

Background

These contracts are between Williamson County and the Literacy Council of Williamson County. The attached contracts are renewals of the existing contracts with the Literacy Council of Williamson County for FY07/08, FY08/09, and FY09/10.

Fiscal Impact

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

Attachments

Link: [Contract1](#)

Link: [Contract2](#)

Link: [Contract3](#)

Form Routing/Status

Form Started By: Rebecca Clemons
Started On: 12/03/2009 10:27 AM
Final Approval Date: 12/03/2009

EDUCATIONAL SERVICES CONTRACT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

TERM OF AGREEMENT: The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2009 to September 30, 2010. This service contract will automatically renew each year unless terminated by either party under the terms of this contract.

PAYMENTS: The County agrees to pay \$187,240 in twelve monthly installments. County's payment for such services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Provider of the discrepancy. Following County's notification of any discrepancy, Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

PROVIDER SERVICES: The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.
- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;
- Project: Better Chance program awareness and recruitment of program participants;
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- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;
- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;
- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

LAW: Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SEVERABILITY: If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

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COMPLIANCE WITH LAWS. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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FORCE MAJEURE. Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

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NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Contract for convenience.

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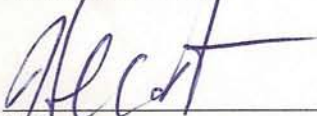
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

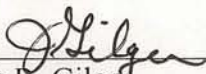
Williamson County, Texas

By: _____
Title: _____
Date: _____

Literacy Council of Williamson County, TX
By: _____
Title: _____
Date: _____

Approved as to form:

By:  _____
Hal C. Hawes
Assistant County Attorney

By:  _____
James R. Gilger
Contract Auditor

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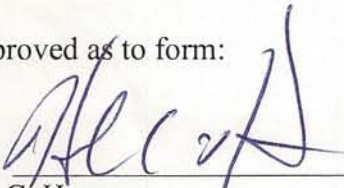
Williamson County, Texas

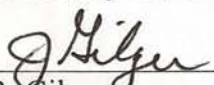
By: _____
Title: _____
Date: _____

Literacy Council of Williamson County, TX

By: _____
Title: _____
Date: _____

Approved as to form:

By:  _____
Hal C. Hawes
Assistant County Attorney

By:  _____
James R. Gilger
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Williamson County, Texas

By: _____

Title: _____

Date: _____

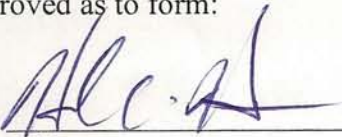
Literacy Council of Williamson County, TX

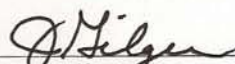
By: _____

Title: _____

Date: _____

Approved as to form:

By:  _____
Hal C. Hawes
Assistant County Attorney

By:  _____
James R. Gilger
Contract Auditor

Discuss and take action on building lease located at 3800 CR 123 for relocation of EMS station housing Medic 12

Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Pete Correa, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on building lease located at 3800 CR 123 for relocation of EMS station housing Medic 12.

Background

Medic 12 is currently located on Gattis School Road, housed with the Round Rock Fire Department. Due to the arrival of new fire equipment there is no longer room for the ambulance to be housed indoors. In cooperation with Round Rock an attempt is being made to shorten the average response time for first responders. This move will offer faster response to the heavily populated area in east Round Rock as well as back up for Medic 43 in Hutto.

Fiscal Impact

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

Attachments

Link: [Basic Lease Information](#)

Form Routing/Status

Form Started By: Pete Correa Started On: 12/03/2009 11:37 AM
Final Approval Date: 12/03/2009

BASIC LEASE INFORMATION

"Landlord": Aaron Thomison
Landlord's Address and Phone Number: c/o Aaron Thomison
301 Will Smith Drive
Hutto, Texas 78634
(512) 759-1320

"Tenant": WILLIAMSON COUNTY, a political subdivision of the State of Texas
Tenant's Address: 710 Main Street, Suite 101, Georgetown, Texas 78626
Tenant's Contact Person: Kenny Schnell
Director
Williamson County EMS
P.O. Box 873
Georgetown, TX 78627-0873
(512) 943-1264

"Premises": 3800 CR 123, Round Rock, Texas 78664. The Premises consists of a building, all interior and exterior site improvements, a fence surrounding the entire Premises and the real property described as follows:

Lot 6, Creekview Subdivision, a subdivision situated in Williamson County, Texas, according to the plat or map thereof recorded in Cabinet S, Slide 366, Plat Records of Williamson County, Texas; being 2.10 acres more or less.

The building situated on the Premises contains approximately 4,000 rentable square feet.

"Term": The period beginning on the Commencement Date and ending on the last day of the month that is Twelve (12) months after the Commencement Date. As used herein, "Term" shall include all valid renewals or extensions (whether or not expressly stated) unless the context clearly indicates to the contrary.

"Delivery Date": The date upon which Landlord delivers the Premises to Tenant.

"Lease Year": The first Lease Year shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter. Each successive Lease Year shall consist of the twelve month period during the Term which immediately follows the preceding Lease Year.

"Base Rent": The Base Rent for the Term of the Lease and all valid renewals or

extensions shall be \$2,400.00 per month.

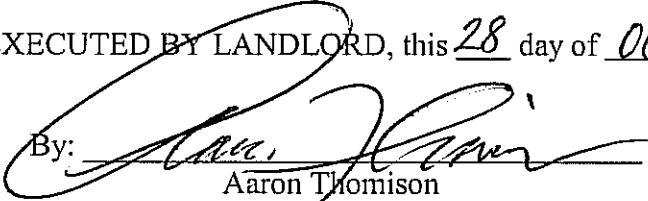
The "Monthly Payment" (as defined in Paragraph 3(a)) will equal the sum of the following:

Base Rent of \$2,400.00 per month plus any Additional Rent, if any,

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease attached hereto.

Each reference in the Lease to any of the information and definitions set forth in the Basic Lease Information shall mean and refer to the information and definitions set forth above and shall be used in conjunction with and limited by all references thereto in the provisions of the Lease. If there is a conflict between any Basic Lease Information and the Lease, the Lease will control. The "Effective Date" will be the date the last party to the Lease signs below.

EXECUTED BY LANDLORD, this 28 day of October, 2009.

By: 
Aaron Thomison

Address: 301 Will Smith Drive
Hutto, Texas 78634

EXECUTED BY TENANT, this _____ day of _____, 20____.

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____

Name: Judge Dan A. Gattis

Title: Williamson County Judge

Brushy Creek Regional Trail Extension
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution and local match to support the CTRMA's application for federal funds from the Statewide Transportation Enhancement Program (STEP) to construct a pedestrian bridge for a connection to the Brushy Creek Regional Trail.

Background

The proposed pedestrian bridge will provide a link between the County's existing Brushy Creek Regional Trail and the CTRMA's trail along 183A. This would allow an extension of a northern trail from Brushy Creek to FM 1431.

Fiscal Impact

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

Attachments

Link: [Back-up Material](#)

Link: [Resolution](#)

Link: [Location Map](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 12/03/2009 09:15 AM

Final Approval Date: 12/03/2009

183A South Brushy Creek Pedestrian Bridge

Background:

The Central Texas Regional Mobility Authority (CTRMA) is coordinating with Williamson County, Leander and Cedar Park to plan, design and construct a shared use path for bicycles and pedestrians along 183A. The facility originates on the north bank of South Brushy Creek and extends northward to the San Gabriel River, a distance of approximately 10.3 miles.

The 183A bicycle pedestrian pathway is an integral component of a developing network of trails that provide connections between the communities of Cedar Park, Austin and Leander. The bicycle pedestrian pathway will link residential areas with elementary and middle schools, the Cedar Park Town Center, and 1890 Ranch, which has entertainment, employment and shopping activities. CTRMA will commence the construction of phase 1, which begins at the north bank of South Brushy Creek and extends north to FM 1431, in early 2010. Additional opportunities to provide pedestrian/bicycle connections for the region including Round Rock can be realized with the construction of a pedestrian bridge over South Brushy Creek. The bridge would connect the 183A Shared Use Path with Williamson County's South Brushy Creek Regional Trail thus providing safe pedestrian/bicycle access and travel throughout the Cedar Park, Leander and Austin's Avery Ranch community.

The South Brushy Creek Bridge Pedestrian Bridge

CTRMA is proposing a partnership with Williamson County to pursue federal funds through TxDOT's Transportation Enhancement Program to accomplish construction of the South Brushy Creek Pedestrian Bridge. Since the project is in multiple jurisdictions, Williamson County is eligible to nominate this important link in the region's pedestrian bicycle network for federal funding. In order to participate in the program, a 20% local match is required. CTRMA is proposing to develop the project nomination form and to provide funding along with Williamson County to meet the required 20% local match.

The bridge is designed as an AASHTO compliant pedestrian/bicycle facility and will be constructed within CTRMA ROW. In addition to providing partial funding, CTRMA will provide environmental, design and construction administration services for the project. CTRMA will work closely with the project partners to provide maintenance in perpetuity for the facility.

The construction phase is estimated to cost \$568,300. TxDOT requires an additional 15% administrative cost be added to the project (\$85,245) which results in a project total of \$653,545. The 20% local match total is \$130,709.

Transportation Enhancement Project Nomination – Due Dec. 11, 2009

- CTRMA develops nomination form with Williamson County identified as the nominator.
- Williamson County Commissioners Court adopts a resolution confirming project participation/nomination and funding commitment of an amount not to exceed \$65,000 toward the 20% match.
- CTRMA furnishes resolution confirming project participation, and all remaining local match funding of \$65,000 to meet the 20% commitment.
- MPO furnishes letter supporting project.
- City of Cedar Park furnishes resolution supporting project.

Williamson County Shared Use Path Construction Estimate Bridge and Associated Approaches For South Brushy Creek Crossing

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON 2010 DOLLARS.

DESCRIPTION

335 LF - 10' Shared Use Path and Bridge to Connect 183A Shared Use Path to Williamson County Shared-Use Path

| ITEMS | ITEM DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | COST |
|---|--|------|-------------|----------|-------------------|
| REMOVALS | PREP ROW | STA | \$ 1,100.00 | 4 | \$ 4,400 |
| EARTHWORK | EXCAVATION | CY | \$ 27.50 | 1,000 | \$ 27,500 |
| | EMBANK | CY | \$ 20.00 | 200 | \$ 4,000 |
| PATH | CONCRETE PAVEMENT | CY | \$ 94.00 | 50 | \$ 5,000 |
| | FLEX BASE | CY | \$ 60.00 | 50 | \$ 3,000 |
| SUBTOTAL I (REMOVALS, EARTHWORK, ROADWAY) | | | | | \$ 43,900 |
| DRAINAGE | DRAINAGE (40% OF SUBTOTAL I) | | | | \$ 17,600 |
| SUBTOTAL II (REMOVALS, EARTHWORK, ROADWAY, DRAINAGE) | | | | | \$ 61,500 |
| STRUCTURES | BRIDGE STRUCTURE | SF | \$ 120.00 | 2,800 | \$ 336,000 |
| | RETAINING WALL W/ Hand Rail | SF | \$ 60.00 | 160 | \$ 9,600 |
| SUBTOTAL III (STRUCTURES) | | | | | \$ 345,600 |
| SUBTOTAL IV (I+II+III) | | | | | \$ 451,000 |
| | PAV MRK/SIGNS (7% OF SUBTOTAL IV) | | | | \$ 31,600 |
| | LANDSCAPING (9% OF SUBTOTAL IV) | | | | \$ 40,600 |
| | MOBILIZATION/OVERHEAD (10% OF SUBTOTAL IV) | | | | \$ 45,100 |
| SUBTOTAL V (MISCELLANEOUS) | | | | | \$ 117,300 |
| TOTAL PROJECT ESTIMATE | | | | | \$ 568,300 |

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE APPLICATION TO RECEIVE FUNDING TO CONSTRUCT THE 183A SOUTH BRUSHY CREEK PEDESTRIAN BRIDGE FROM THE STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDE A LOCAL FUNDING MATCH IN AN AMOUNT NOT TO EXCEED \$65,000

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) is a regional transportation agency established by Travis and Williamson County; and

WHEREAS, CTRMA is proposing to design and construct a pedestrian bridge which would connect the 183A Shared Use Path with Williamson County's South Brushy Creek Regional Trail, thus providing safe pedestrian/bicycle access and travel throughout the Cedar Park, Leander and Austin's Avery Ranch communities; and

WHEREAS, the Texas Department of Transportation (TxDOT) is currently accepting project nominations for consideration of federal funds under the Statewide Transportation Enhancement Program (STEP); and

WHEREAS, pursuant to the TxDOT STEP rules, Williamson County has agreed to be the local government sponsor of the application; and

WHEREAS, CTRMA has prepared a STEP project nomination application that requests federal funds for 80% of the construction costs for the 183A South Brushy Creek Pedestrian Bridge.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. The County staff is hereby authorized and directed to coordinate with the Central Texas Regional Mobility Authority (CTRMA) staff to submit a Statewide Transportation Enhancement Program (STEP) project nomination in compliance with TxDOT program rules and the County agrees to be the local government sponsor of the application.

SECTION 2. Williamson County will apply for funding through the Texas Department of Transportation. The County agrees to support the project's development, implementation, construction, maintenance, management, and financing.

The County further agrees to provide an amount not to exceed \$65,000 to help meet the required local match of 20% of the total project cost. CTRMA will fund the remaining \$65,000 to meet the 20% required local contribution.

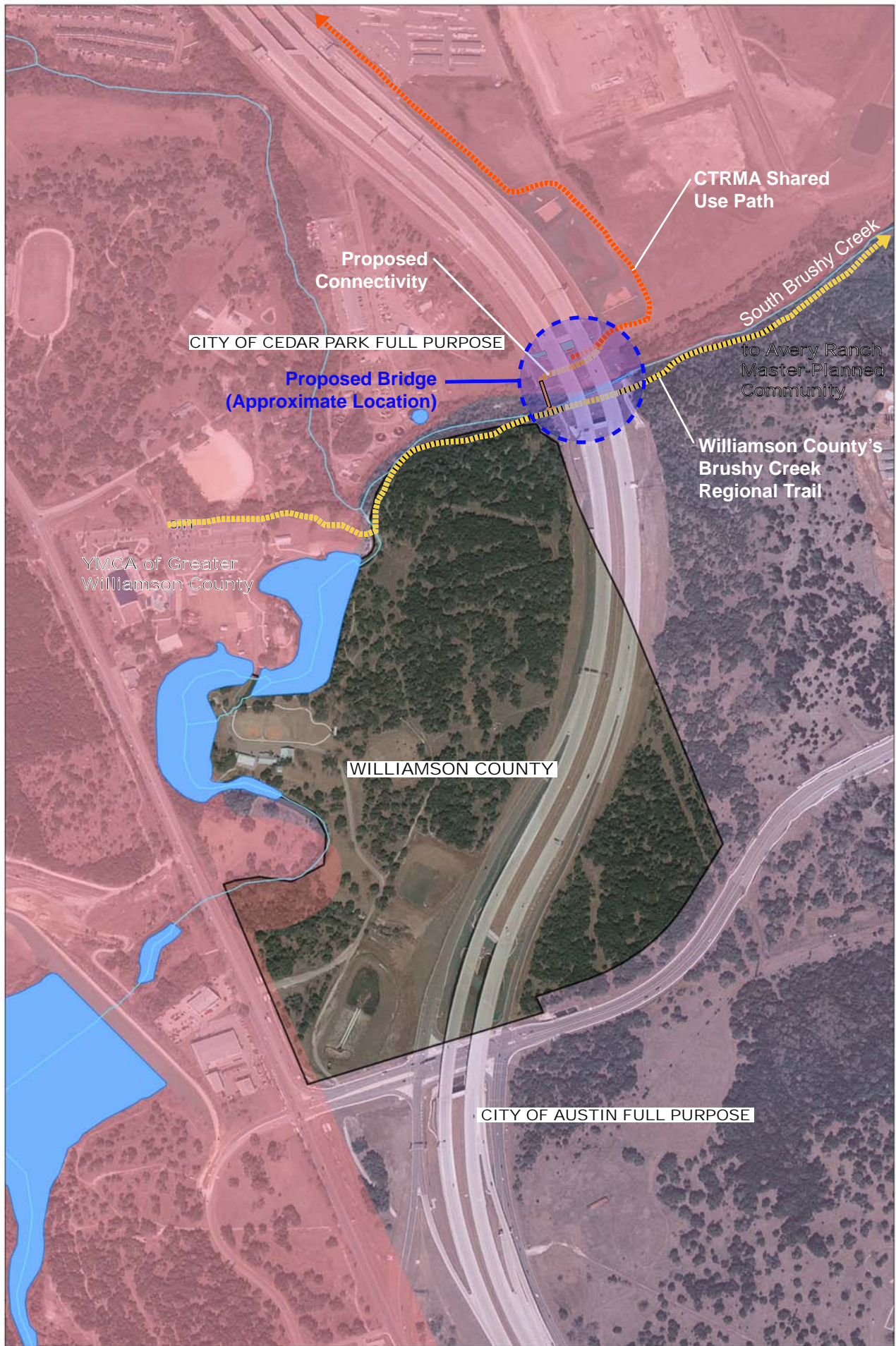
SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of December 2009.

WILLIAMSON COUNTY, TEXAS

Name, Title

ATTEST



South Brushy Creek Pedestrian Bridge Location Map

Freeport Exemption

Commissioners Court - Regular Session

Date: 12/08/2009
 Submitted By: Grimes Kathy, Commissioner Pct. #2
 Submitted For: Cynthia Long
 Department: Commissioner Pct. #2
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action approval of a Freeport Exemption for Williamson County.

Background

The Commissioners Court has previously discussed a possible Freeport Exemption.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 12/03/2009 11:48 AM

Final Approval Date: 12/03/2009

Rejection of Proposals received for RFP# 10WCAP125 Administrative and Investment Services for Wilco 457 Deferred Compensation Plan
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider rejecting proposals received for Administrative and Investment Services for Williamson County 457 Deferred Compensation Plan

Background

Rejection of Requests for Proposal # 10WCAP126 Administrative and Investment Services for Williamson County 457 Deferred Compensation Plan

We have been informed that the scope of the specifications will be changed. To facilitate this need the responses received should be rejected and the date/time for this Request for Proposal be re-set.

The Submittals will remain unopened and returned to the bidder.

For questions regarding this request please contact Bob Space at 512-943-1555 or rspace@wilco.org

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Purchasing (Originator) | Bob Space | 12/03/2009 09:19 AM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/03/2009 10:30 AM | APRV |

Form Started By: Kerstin Hancock
Started On: 12/02/2009 03:33 PM

Final Approval Date: 12/03/2009

Renewal of contract 09WCP703 Radio Frequency Identifications File Tracking System
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider re-awarding existing contract for Radio Frequency Identifications File Tracking System with File Trail for fiscal 2010.

Background

Fiscal Impact

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

Attachments

Link: [Renewal Letter File Trail](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Purchasing (Originator) | Bob Space | 12/03/2009 09:17 AM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 12/03/2009 10:30 AM | APRV |

Form Started By: Kerstin Hancock
Started On: 12/02/2009 03:19 PM

Final Approval Date: 12/03/2009



FileTrail, Inc.
101 N. Market Street, Suite 715
San Jose, CA 95113-1108

Phone: 408.974.7240
Fax: 408.290-3087
www.filetrail.com

November 12, 2009

Barry Becker
Assistant Purchasing Agent

Williamson County

RE: FileTrail Renewal

FileTrail accepts Williamson County's renewal of the Radio Frequency Identification File Tracking System # 09WCP703 for the next fiscal year at the same price, terms and conditions as the existing contract.

FileTrail also is willing to allow other governmental entities to participate in this contract under the same terms and conditions.

Regards;

Darrell Mervau
Vice President

LEASE APPROXIMATELY 162.7ACRES OF AGRICULTURAL LAND NEAR HUTTO
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of December 30, 2009 at 11:00am in the Purchasing Department to receive proposals to LEASE APPROXIMATELY 162.7ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, Proposal # 10WCP903.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 12/02/2009 01:43 PM
Final Approval Date: 12/03/2009

LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of December 30, 2009 at 11:00am in the Purchasing Department to receive proposals to LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, Proposal # 10WCP902.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 12/02/2009 01:40 PM
Final Approval Date: 12/03/2009

ESD, B/A, 12/8/09

Commissioners Court - Regular Session

Date: 12/08/2009

Submitted By: Lisa Moore, County Auditor

Submitted For: Melanie Denny

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Departments:

Background

To acknowledge and recognize the revenue received for the EMPG Grant.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------|-------------|----------|
| | 0100.0000.370507 | EMPG Grant Revenues | \$15,034.25 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/30/2009 02:31 PM

Final Approval Date: 12/02/2009

ESD, B/A, 12/8/09
 Commissioners Court - Regular Session

Date: 12/08/2009
 Submitted By: Lisa Moore, County Auditor
 Submitted For: Melanie Denny
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Departments:

Background

To acknowledge and approve the use of the EMPG Grant funds.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0541.003102 | Safety Supplies | \$1,200.00 | 01 |
| | 0100.0583.003311 | Uniforms | \$1,200.00 | 02 |
| | 0100.0541.003311 | Uniforms | \$1,200.00 | 03 |
| | 0100.0541.004210 | Internet/Email Svs | \$6,500.00 | 04 |
| | 0100.0541.005700 | Vehicles >\$5,000 | \$4,934.25 | 05 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/30/2009 02:35 PM
 Final Approval Date: 12/02/2009

Park Donations, B/A, 12/8/09
 Commissioners Court - Regular Session

Date: 12/08/2009
 Submitted By: Lisa Moore, County Auditor
 Submitted For: Melanie Denny
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park donations:

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|------------|----------|
| | 0100.0000.367403 | Park Donations | \$1,854.23 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 12/02/2009 08:10 AM
 Final Approval Date: 12/03/2009

Park Donations, B/A, 12/8/09
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park donations:

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------|------------|----------|
| | 0100.0510.003670 | Use of Donations | \$1,854.23 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 12/02/2009 08:12 AM
Final Approval Date: 12/03/2009

Victim's Assistance Donations, B/A, 12/8/09
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance donations:

Background

Various donations received for Victim's Assistance.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|----------|----------|
| | 0100.0000.367400 | Donations | \$254.35 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 12/02/2009 08:14 AM
Final Approval Date: 12/03/2009

Victim's Assistance Donations, B/A, 12/8/09
Commissioners Court - Regular Session

Date: 12/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the use of Victim's Assistance donations:

Background

Various donations received for Victim's Assistance.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| | 0100.0560.003671 | V.A. Donations | \$254.35 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 12/02/2009 08:17 AM
Final Approval Date: 12/03/2009

Discuss Real Estate Matters
Commissioners Court - Regular Session

Date: 12/08/2009
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 of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for CR 104 project.
 - e) Discuss proposed acquisition of property for right-of-way along SH 29.
 - f) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - g) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - h) Discuss proposed acquisition of property for right-of-way along CR 214.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie
Crossfield

Started On: 12/03/2009 11:29
AM

Final Approval Date: 12/03/2009

Consultation with Attorney: Litigation or claims or potential litigation or claims against the County or by the County

Commissioners Court - Regular Session

Date: 12/08/2009

Submitted By: Prejean Henry, County Attorney

Submitted For: Prejean Henry

Department: County Attorney

Agenda Category: Executive Session

Information

Agenda Item

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

Litigation or claims or potential litigation or claims against the County or by the County (discussion and possible action)

a) Green Haven Plat– including possible Development Agreement

b) Intergovernmental Agreement with ICE (Immigration and Customs Enforcement) regarding T. Don Hutton Facility

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry Started On: 12/03/2009 11:43 AM

Final Approval Date: 12/03/2009

Consultation with Attorney: Litigation or claims or potential litigation or claims against the County or by the County

Commissioners Court - Regular Session

Date: 12/08/2009

Submitted By: Prejean Henry, County Attorney

Submitted For: Prejean Henry

Department: County Attorney

Agenda Category: Executive Session

Information

Agenda Item

Consultation with Attorney: Litigation or claims or potential litigation or claims against the County or by the County

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry Started On: 12/03/2009 11:02 AM

Final Approval Date: 12/03/2009

Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.074 matters concerning personnel.)

Commissioners Court - Regular Session

Date: 12/08/2009

Submitted By: Lisa Zirkle, Human Resources

Submitted For: Lisa Zirkle

Department: Human Resources

Agenda Category: Executive Session

Information

Agenda Item

Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec 551.074 matters concerning personnel.)

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 12/02/2009 11:01 PM

Final Approval Date: 12/03/2009