

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**FEBRUARY 9TH, 2010**  
**9:30 A.M.**

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

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

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

( Items 5 – 11 )

5. Consider and take appropriate action regarding authorizing a line item transfer for Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-003011	Computer Software	1078.38	
To	0100-0509-003010	Computers	1078.38	

6. Consider approving a line item transfer for the Elections Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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From	0100-0492-004210	INTERNET/EMAIL SVCS	\$2,500.00	
To	0100-0492-004209	CELLULAR PHONE/PAGER	\$2,500.00	

7. Consider approving property tax collections for the month of December 2009 for the Williamson County Tax Assessor/Collector.
8. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to auction/donation/destruction. (Complete list filed with official minutes)
9. Consider approving donation to Victim Assistance from Williamson Central Appraisal District Employees (donation) in the amount of \$100.00.
10. Discuss and consider approving a cash deposit of \$100.00 to be held in a new checking account to administer recording fees due the County by the IRS to record tax lien notices.
11. Discuss and consider preliminary plat approval for Randall Subdivision, Pct. 4.

## **REGULAR AGENDA**

12. Hear and take appropriate action on a Resolution honoring Charles Montgomery of the Florence Volunteer Fire Department.
13. Discuss and take appropriate action on road bond program.
14. Discuss and consider approving Dannenbaum Engineering Co. Supplemental #3 to their US 183 (Riva Ridge Dr. to SH 29) pass through program Professional Service Agreement (PSA) to allow for the execution of Work Authorization #5 for construction phase services.
15. Discuss and consider approving Jacobs Carter Burgess Supplemental #6 to their US 79, sect. 5A pass through program Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #5 construction phase services.
16. Consider authorizing County Judge to execute a Possession and Use Agreement with Donald P. Mcevoy, Trustee of the Helen Brown Mcevoy Family Trust, Todd Bennette Brown and Mary Lou Brown regarding right-of-way on SH 195. (P4-11)
17. Consider authorizing County Judge to execute a Real Estate Contract with the Presbyterian Church for right-of-way needed on CR 104. (P1)
18. Consider authorizing County Judge to execute a Possession and Use Agreement with Mark Mason regarding right-of-way on US 183. (P21)
19. Consider authorizing County Judge to execute a Post Closing Agreement with Manor Business Center, Ltd. regarding right-of-way on US 183. (P8)

20. Consider authorizing County Judge to execute a Closing Agreement with Somerset Hills, Ltd. regarding right-of-way on Parmer. (P13)
21. Consider and take appropriate action regarding the procurement of a consultant to assist in performing a County facilities needs assessment.
22. Received landfill oversight update and take appropriate action regarding oversight contract.
23. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
24. Discuss and take appropriate action regarding proposed revisions to the courthouse rental policy.
25. Consider authorizing advertising and setting date of March 2, 2010 at 2:00pm in the Purchasing Department to receive qualifications for PSYCHIATRIC MEDICAL SERVICES FOR THE WILLIAMSON COUNTY JAIL, RFQ # 10WCRFQ1003.
26. Consider authorizing advertising and setting date of March 02, 2010 at 2:00pm in the Purchasing Department to receive bids for the following URS contracts: Asphalt Mixes, Asphalt Cement and Cut Back Asphalt and Asphalt Emulsions
27. 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	\$100.00	01

28. 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	\$100.00	01

29. 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	\$890.74	01

30. 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	\$890.74	01

31. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues from the Texas Municipal Police Association (TMPA) Incentive Award for the Impaired Driver Mobilization Program. Commissioners' Court accepted the award on February 2nd, 2010:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.333220	Pmts From Other Entities	\$4,000.00	01

32. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the use of the Texas Municipal Police Association (TMPA) Incentive Award for the Impaired Driver Mobilization Program approved in Commissioners' Court on February 2, 2010:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0554.005700	Vehicles > \$5,000	\$4,000.00	01

## **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)."***

33. 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 South of

Bell County Line 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 for O'Connor Boulevard and 620 project.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

h) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

- 34.** Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec.551.074 matters concerning personnel.)
- 35.** Discuss and take appropriate action on real estate.
- 36.** Discuss and take appropriate action on personnel.
- 37.** Comments from Commissioners.

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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.

**Line Item Transfer****Commissioners Court - Regular Session**

**Date:** 02/09/2010  
**Submitted By:** Shirley Taylor, Facilities Maintenance  
**Department:** Facilities Maintenance  
**Agenda Category:** Consent

**Information****Agenda Item**

Consider and take appropriate action regarding authorizing a line item transfer for Facilities.

**Background**

Funds were originally budgeted for a software upgrade to the access control computer. This software upgrade was needed for the addition of the new Round Rock Annex buildings. The expense for this upgrade was also covered in the project construction budget. The access control computer crashed in October and was repaired using a used hard drive. Only one computer was included in the 2010 budget and most of those funds were used to replace the computer when it just recently crashed again. These additional funds are needed to purchase a basic laptop computer that will have the software installed and will be a security backup to the main access control system.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-003011	Computer Software	1078.38	
To	0100-0509-003010	Computers	1078.38	

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/03/2010 02:03 PM	APRV
4	Budget	Wendy Coco	02/05/2010 02:43 PM	APRV

Form Started By: Shirley Taylor  
 Started On: 02/03/2010 01:38 PM  
 Final Approval Date: 02/05/2010

## Line Item Transfer Request re: cellular phone/pager Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Kay Eastes, Elections  
**Submitted For:** Rick Barron  
**Department:** Elections  
**Agenda Category:** Consent

### Information

#### Agenda Item

Consider approving a line item transfer for the Elections Department.

#### Background

For use during each election, cell phones are checked out to early voting and election day poll workers and technical/site support personnel. Additionally, a cell phone reimbursement fee of \$10.00 may be paid to election day judges who use their personal cell phones to conduct county business on election day. This procedure provides our department with a means of communicating with these election workers out in the field. Funds are needed to acquire cell phones and minutes and, if needed, to pay the cell phone reimbursement fee. Funds in the Original Budget of \$300.00 were all used for the November election. We checked with T-Mobile, Verizon, and AT&T for the best rates for both phones and minutes. T-Mobile was the most economical. This requested transfer will pay cell phone expenses for the rest of the elections held this fiscal year.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0492-004210	INTERNET/EMAIL SVCS	\$2,500.00	
To	0100-0492-004209	CELLULAR PHONE/PAGER	\$2,500.00	

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Kay Eastes      Started On: 02/03/2010 04:45 PM  
 Final Approval Date: 02/04/2010

## Property Tax Collections - December 2009

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Cathy Atkinson, County Tax Assessor Collector  
**Submitted For:** Deborah Hunt  
**Department:** County Tax Assessor Collector  
**Agenda Category:** Consent

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#### Information

##### Agenda Item

Consider approving property tax collections for the month of December 2009 for the Williamson County Tax Assessor/Collector.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [120109-123109 GWI-RFM.pdf](#)

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#### Form Routing/Status

Form Started By: Cathy Atkinson  
Started On: 02/03/2010 03:13 PM  
Final Approval Date: 02/04/2010

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**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**December 1-31, 2009**

Williamson County General Fund											
Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2009	\$153,756,129.96	\$20,977.16	\$153,777,107.12	\$79,962,790.37	\$0.00	\$16.09	\$67,623,140.53	\$86,153,966.59	56.03%	56.03%	56.34%
2008 & Prior	\$2,417,110.54	(\$167,993.73)	\$2,249,116.81	\$204,515.22	\$44,932.18	(\$0.94)	\$1,834,127.04	\$414,989.77	18.45%	20.45%	
Rollbacks	\$223,262.70	(\$9,798.92)	\$213,463.78	\$430.41	\$0.00	\$0.00	\$192,103.04	\$21,360.74	10.01%	10.01%	
Total All	\$156,396,503.20	(\$156,815.49)	\$156,239,687.71	\$80,167,736.00	\$44,932.18	\$15.15	\$69,649,370.61	\$86,590,317.10	55.42%	55.45%	

Williamson County RFM											
RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2009	\$10,097,182.50	\$1,932.73	\$10,099,115.23	\$5,245,367.70	\$0.00	\$1.14	\$4,438,092.18	\$5,661,023.05	56.05%	56.05%	56.37%
2008 & Prior	\$182,703.10	(\$11,629.64)	\$171,073.46	\$13,502.15	\$2,981.36	(\$0.06)	\$143,473.05	\$27,600.41	16.13%	17.88%	
Rollbacks	\$16,044.45	(\$671.84)	\$15,372.61	\$28.81	\$0.00	\$0.00	\$13,832.62	\$1,539.99	10.02%	10.02%	
Total All	\$10,295,930.05	(\$10,368.75)	\$10,285,561.30	\$5,258,898.66	\$2,981.36	\$1.08	\$4,595,397.85	\$5,690,163.45	55.32%	55.35%	

2009 COMBINED MONTHLY BREAKDOWN

Oct-09	\$166,692,433.25	(\$61,721.66)	\$166,630,711.59	\$177,606.92	\$58,770.68	\$3,074.53	\$166,450,030.14	\$180,681.45			
Nov-09	\$166,630,711.59	(\$41,741.48)	\$166,588,970.11	\$6,673,141.96	\$42,717.72	\$6.25	\$159,735,140.45	\$6,853,829.66			
Adjustment	\$166,588,970.11	\$7.50	\$166,588,977.61								
Dec-09	\$166,588,977.61	(\$63,728.60)	\$166,525,249.01	\$85,426,634.66	\$47,913.54	\$16.23	\$74,244,760.96	\$92,280,488.05			

## Consent Agenda

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**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 auction/donation/destruction. (Complete list filed with official minutes)

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Asset Transfers](#)

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	02/03/2010 04:04 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/04/2010 03:16 PM	APRV
Form Started By: Ursula Stone			Started On: 02/03/2010 10:58 AM	
Final Approval Date: 02/04/2010				

# Williamson County

## Asset Status Change Form

Print Form

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

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	2nd page lists items for auction			
	all insignias have been removed - unsuitable for reissue			

### Parties involved:

FROM (Transferor Department): 560 Law Enforcement Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison

Print Name

Print Name

Signature

Date

+1 (512) 943-1349

Phone Number

1 Box

1-21-10

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

## DESTRUCTION LIST

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	orange/black raincoat (outdated, used)	none	no tag	non-working
3	winter coats brown (outdated, replaced, used)	none	no tag	non-working
1	l/s Class A shirts (worn, replaced, torn, missing buttons)	none	no tag	non-working
6	s/s Class B shirts (worn, replaced, bad zippers)	none	no tag	non-working
4	duty pants Class A w red stripe (worn, replaced, torn)	none	no tag	non-working
	ALL INSIGNIAS HAVE BEEN REMOVED - UNSUITABLE FOR RE-ISSUE			

# 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)
2	Dell PC 4600 XP	S# GCYB051 / S# 2N3Q031	C00064 C00061 / C00062	Working
1	DELL MODEL # GX280	S# BKYZ71	C00890	Working
1	Dell PC 4600 XP	S# FM3Q031	C00065	Working
1	Dell PC 4600 XP	S# G4YJM41	C00066	Working
1	Dell PC 4600 XP	S# H4YJM41	C00239	Working

**Parties involved:****FROM** (Transferor Department): Justice of the Peace Pct. One Dept. 451**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Dairy Johnson

Bonnie Sims

Print Name

Print Name

Signature

January 29, 2010

Date Phone Number 248-3220

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

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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- ☐ 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	Motorized Pallet Truck	Clark	A111234	Working
11	Door Frames, Metal			
9	Doors, Metal			
1	DELL CPU	S/N FM6DG21	C00254	Non-Working
1	Printer, HP Deskjet 960c	S/N MY1AK1S1PM		Non-Working

**Parties involved:****FROM** (Transferor Department): Building Maintenance**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

Date

943-1599

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

**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	refrigerator	Manufacturer ID# 4line Serial # - 6564338	A102426	Working

**Parties involved:**

FROM (Transferor Department): 277th District Court

**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Wanda Davidson

Wanda Davidson

Print Name

Print Name

Wanda Davidson

1/26/10

943-1277

Signature

Date Phone Number

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

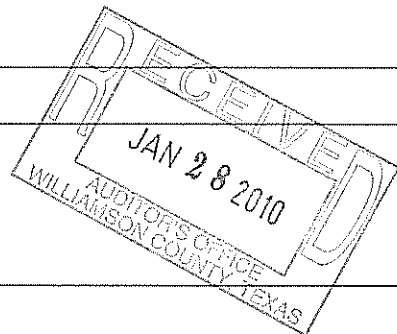
**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number



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

## Forward to County Auditor's Office

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

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

## Victim Assistance Donation Commissioners Court - Regular Session

Date: 02/09/2010  
Submitted By: Peggy Braun, Sheriff  
Department: Sheriff  
Agenda Category: Consent

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### Information

#### Agenda Item

Consider approving donation to Victim Assistance from Williamson Central Appraisal District Employees (donation) in the amount of \$100.00.

#### Background

Cashier check from Union State Bank.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Peggy Braun  
Started On: 02/01/2010 09:19 AM  
Final Approval Date: 02/01/2010

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## Cash Deposit for Checking Account, County Clerk Recording Fees, 2/9/10 Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Julie Kiley  
**Department:** County Auditor  
**Agenda Category:** Consent

### Information

#### Agenda Item

Discuss and consider approving a cash deposit of \$100.00 to be held in a new checking account to administer recording fees due the County by the IRS to record tax lien notices.

#### Background

The \$100.00 remains in the account to prevent it from automatically closing since it is utilized as a clearing account. The account is necessary because of a change in the way the IRS remits payments to the County. They will now send an ACH that must be reconciled to vouchers before liens can be recorded.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/04/2010 08:21 AM  
 Final Approval Date: 02/04/2010

## Randall Subdivision Preliminary Plat Approval Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Joe England  
**Department:** Unified Road System  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Discuss and consider preliminary plat approval for Randall Subdivision, Pct. 4.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Projects Subdivisions Randall](#)

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### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 01/21/2010 10:36 AM  
Final Approval Date: 02/04/2010

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PRELIMINARY PLAT OF  
**DAUM ESTATES SECTION 1**  
26.71 ACRES OUT OF THE I. & G.N. RAILROAD COMPANY SURVEY,  
ABSTRACT No. 765,  
WILLIAMSON COUNTY, TEXAS

SHEET 2  
SHEET 1

TOTAL ACRES: 26.71 ACRES  
NO. OF LOTS: 11 LOTS  
NO. OF BLOCKS: 2

AREA OF SMALLEST  
RESIDENTIAL LOT: 2.50 ACRES

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

OWNER:

Janet Elizabeth Daum  
2903 Leedgeside Court  
Katy, TX 77494  
(512) 630-5981

Michael Hutka  
106 Meadow Lark Circle  
Georgetown, TX 78626  
(512) 863-4271

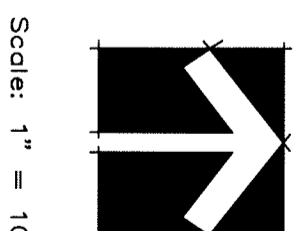
Chester Beam  
PO Box 54  
Weir, TX 78674  
(512) 922-3286

SURVEYOR:

CASTLEBERRY SURVEYING, LTD.  
3613 WILLIAMS DRIVE, SUITE 903  
GEORGETOWN, TX 78628  
(512) 930-1600 / (512) 930-9389 fax

ENGINEER:

**Couler Engineering**  
CIVIL ENGINEERS  
585 ROUND ROCK WEST DRIVE, STE. 101  
ROUND ROCK, TEXAS 78681  
(512) 248-1800 VOICE  
(512) 248-9903 FAX



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS  
STATE PLANE COORDINATE SYSTEM NAD(83)93

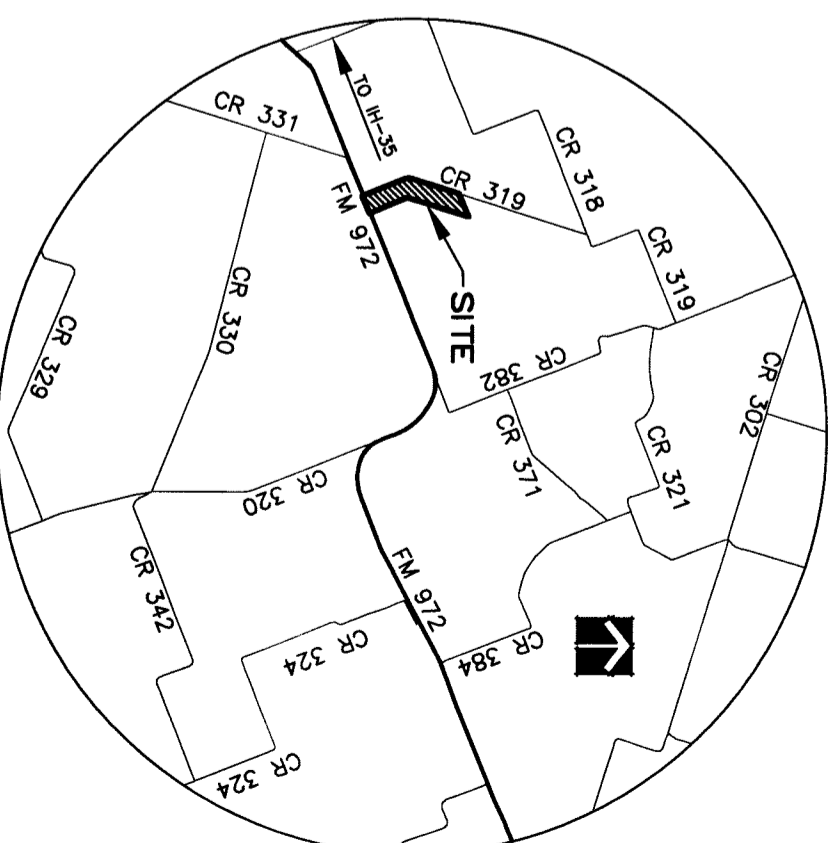
NUMBER	DIRECTION	DISTANCE
L1	N 65°36'49" E	143.02'
L2	S 67°18'47" E	34.91'
L3	S 17°22'41" W	14.10'
L4	S 21°53'53" E	96.21'

LINE TABLE


NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	39°20'47"	163.58	112.33	110.14	N 02°17'45" W
C2	39°21'59"	750.00	515.31	505.23	S 02°11'23" E

CURVE TABLE

SITE MAP  
NOT TO SCALE

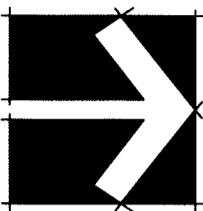


LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD."
⊕	PROPOSED WELL SITE
—	BUILDING SETBACK LINE
—	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
—	PLAT RECORDS WILLIAMSON CO.

**Castleberry Surveying, Ltd.**  
3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.castleberysurveying.com

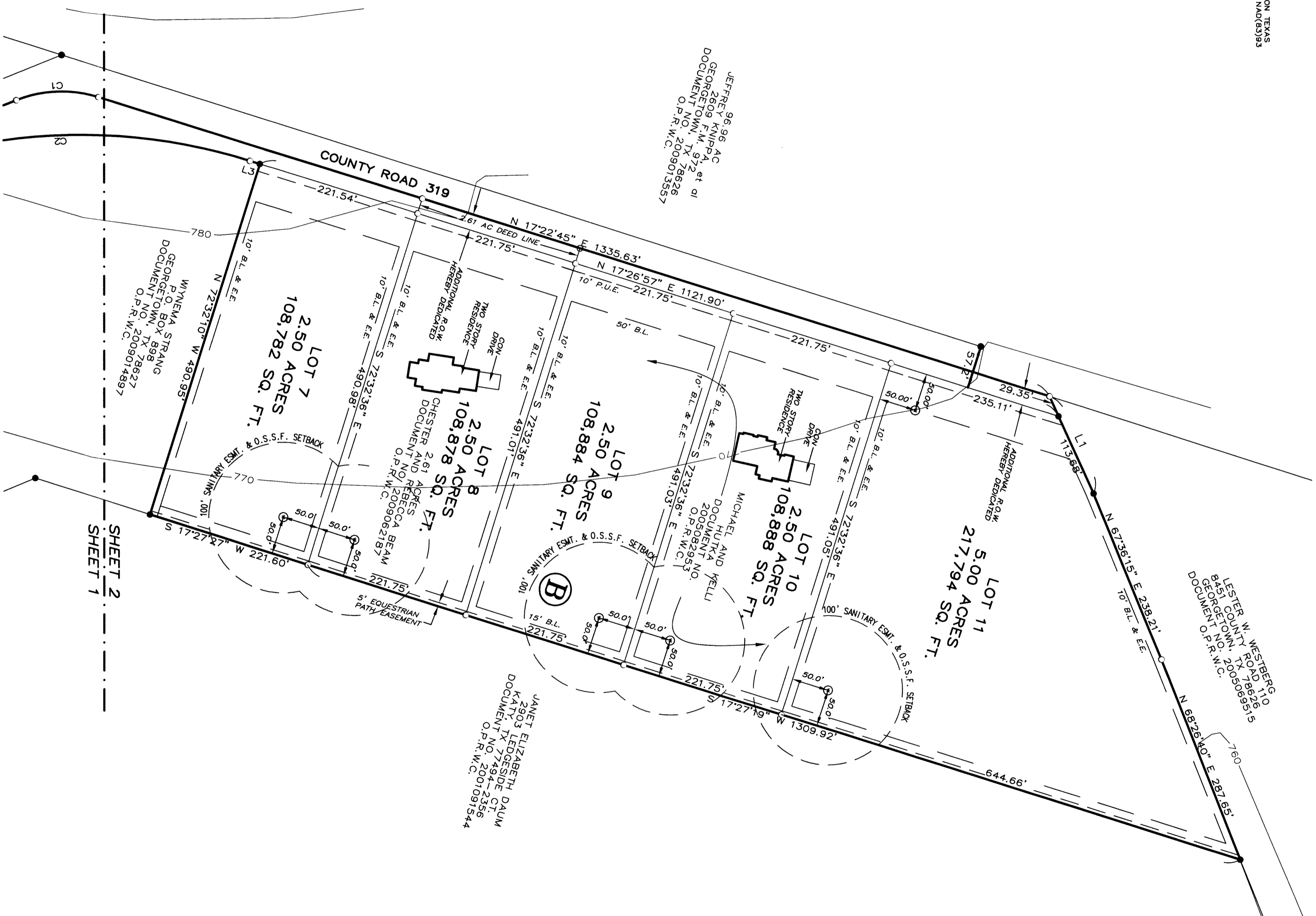
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1  
OF  
4

# PRELIMINARY PLAT OF DAUM ESTATES SECTION 1



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS  
STATE PLANE COORDINATE SYTEM NAD(83)93



PRELIMINARY PLAT OF  
**DAUM ESTATES SECTION 1**  
26.71 ACRES OUT OF THE I. & G.N. RAILROAD COMPANY SURVEY,  
ABSTRACT No. 765,  
WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

26.71 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas, out of the I. & G.N. Railroad Company Survey, Abstract No. 765, and being a portion of that tract described as 204.026 acres, a Special Warranty deed granted to Janet Elizabeth Daum, and recorded in Document No. 2001091544, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set at the intersection of the east line of County Road 319 (right-of-way varies), and the north line of F.M. 972 (right-of-way varies) for the southwest corner of said 204.026 acre Daum tract and this tract;

THENCE, with the east right-of way line of said County road 319 and the west line of said 204.026 acre Daum tract and this tract in the following three (3) courses

1. N 21°55'45" W 1270.22 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
2. 112.33 feet along a curve to the right, concave to the east, (D=39°20'47", r=163.58 feet, ie bears N 02°17'45" W 110.14 feet), to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
3. N 17°22'45" E 1335.63 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set for the northeast corner of this tract;

THENCE, in to and across said 204.026 acre Daum tract in the following nine (9) courses:

1. N 65°36'49" E 143.02 feet to a ½" iron pin found
2. N 67°36'15" E 238.21 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
3. N 68°26' 40" E 287.65 feet to a ½" iron pin found for the northeast corner of this tract;
4. S 17°27'19" W 1309.92 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
5. S 17°27'27" W 221.60 feet to a ½" iron pin found for the northeast corner of that tract described as Lot 4, Block "A", Daum Estates recorded in Cabinet V, Slide 134 (said Plat being cancelled per Document No. 2008056352 of said Official Public Records), conveyed to Wynema Strong and Recorded in Document No. 2009014897 of said Official Public Records;
6. N 72°32'10" W 490.95 feet with the north line of said Strong tract to a ½" iron pin found for the northwest corner of said Strong tract and an angle point of this tract;
4. S 17°22'41" W 14.10 feet with the west line of said Strong tract and the east line of this tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
5. with the west line of said Strong tract and the east line of this tract, 515.31 feet along a curve to the left, concave to the east, (D=39°21'59", r=750.00 feet, ie bears S 02°11'23" E 505.23 feet), to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
6. S 21°53'53" E 96.21 feet with the west line of said Strong tract and the east line of this tract to a ½" iron pin found for the southwest corner of said Strong tract and an angle point of this tract;
7. N 68°05'05" E 458.87 feet with the south line of said Strong tract and the east line of this tract to a ½" iron pin found for the southeast corner of said Strong tract and an angle point of this tract;
8. S 22°50'36" E 232.81 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set;
9. S 22°48'48" E 718.51 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the north line of said F.M. 972 and the south line of said 204.026 acre Daum tract for the southeast corner of this tract;

THENCE, S 67°12'20" W 494.77 feet with the north line of said F.M. 972 and the south line of said 204.026 acre Daum tract to the POINT OF BEGINNING of this tract.

OWNERS' RESPONSIBILITY:

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

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 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 THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

ROAD WIDENING:

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 ACKNOWLEDGES THAT THE IMPROVEMENTS MAY REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

LIEN FREE RIGHT OF WAY:

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §  
COUNTY OF WILLAMSON §  
I, CLYDE C. CASTLEBERRY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE "PROFESSIONAL LAND SURVEYING ACT" OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLYDE C. CASTLEBERRY, JR. DATE 1/20/10  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835  
STATE OF TEXAS



ENGINEER'S CERTIFICATION:

STATE OF TEXAS §  
COUNTY OF WILLAMSON §  
I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENGORGED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0150 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.



JAMES B. COULTER  
REGISTERED PROFESSIONAL ENGINEER NO. 57922  
STATE OF TEXAS



**Castleberry Surveying, Ltd**  
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 830-1600/(512) 830-8389 fax  
www.castleberrysurveying.com

SHEET  
3 OF 4

PRELIMINARY PLAT OF  
**DAUM ESTATES SECTION 1**  
26.71 ACRES OUT OF THE I. & G.N. RAILROAD COMPANY SURVEY,  
ABSTRACT No. 765,  
WILLIAMSON COUNTY, TEXAS

**OWNER'S CERTIFICATION:**

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

THAT JANET ELIZABETH DAUM, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2001091944, OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **DAUM ESTATES SECTION 1**.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

JANET ELIZABETH DAUM  
2903 LEDGESIDE COURT  
KATY, TX 77494-2356

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS §  
COUNTY OF WILLAMSON §

THAT MICHAEL HUTKA, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2005082953, OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **DAUM ESTATES SECTION 1**.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

MICHAEL HUTKA  
106 MEADOWLARK CIRCLE  
GEORGETOWN, TX 78626

STATE OF TEXAS §  
COUNTY OF WILLAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY BRIAN TUERFF.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:  
MY COMMISSION EXPIRES:

STATE OF TEXAS §  
COUNTY OF WILLAMSON §

THAT CHESTER BEAM, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2009062187, OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **DAUM ESTATES SECTION 1**.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

CHESTER BEAM  
PO BOX 54  
WEIR, TX 78674

STATE OF TEXAS §  
COUNTY OF WILLAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY BRIAN TUERFF.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:  
MY COMMISSION EXPIRES:

- PLAT NOTES:**
1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
  2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
  3. NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLAMSON COUNTY FLOOD PLAN ADMINISTRATOR.
  4. LOTS ARE TO BE SERVED BY PRIVATE WELLS AND OSSFS.
  5. ALL DRIVEWAYS SHALL BE DIP-TYPE.

**MAL BOXES:**

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLAMSON COUNTY.

**WILLAMSON COUNTY 911 ADDRESSING:**

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

WILLAMSON COUNTY ADDRESS COORDINATOR

**HEALTH DISTRICT:**

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HEREON, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A SS131.1-313.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO  
DIRECTOR ENVIRONMENTAL SERVICES

DATE

**COUNTY JUDGE'S APPROVAL:**

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

I, DAN A. GATTIS, SR., COUNTY JUDGE OF WILLAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLAMSON 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 WILLAMSON COUNTY, TEXAS.

DAN A. GATTIS, SR., COUNTY JUDGE

DATE APPROVED

DATE SIGNED

WILLAMSON COUNTY, TEXAS

**COUNTY CLERK'S APPROVAL:**


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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., IN THE 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 RISTER, CLERK COUNTY COURT  
OF WILLAMSON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY



**Castleberry Surveying, Ltd.**  
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.castleberysurveying.com

SHEET

4

OF

4

## Hear and take appropriate action on a Resolution honoring Charles Montgomery of FVFD.

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Regular Agenda Items

---

#### Information

##### Agenda Item

Hear and take appropriate action on a Resolution honoring Charles Montgomery of the Florence Volunteer Fire Department.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Charles Montgomery](#)

---

#### Form Routing/Status

Form Started By: Terri Countess  
Started On: 02/04/2010 11:20 AM  
Final Approval Date: 02/04/2010

---

Resolution

WHEREAS, Charles Montgomery joined the Florence Volunteer Fire Department in 1972; and

WHEREAS, Mr. Montgomery has served as Florence Volunteer Fire Department's fire chief from 1983-1985, 1992-1994 and 2003-2009 totaling 11 years of service in this role; and,

WHEREAS, throughout his tenure with the Florence Volunteer Fire Department, he has held other officer positions; and,

WHEREAS, Charles made his time with the Florence Volunteer Fire Department a family affair with his wife joining the department in 1979, his sons who started as junior members and continue to serve today, his grandson, a member of the Explorer Post at Florence VFD; and, therefore, be it

RESOLVED that Charles Montgomery be recognized for his years of service to the Florence Volunteer Fire Department and to the citizens of Williamson County.

---

Dan A. Gattis, County Judge

---

Valerie Covey, Commissioner Pct. 3

---

Nancy Rister, County Clerk

## Dannenbaum Supplemental #3 to US183 PTF project PSA Commissioners Court - Regular Session

Date: 02/09/2010  
Submitted By: Marie Walters, Road Bond  
Department: Road Bond  
Agenda Category: Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and consider approving Dannenbaum Engineering Co. Supplemental #3 to their US 183 (Riva Ridge Dr. to SH 29) pass through program Professional Service Agreement (PSA) to allow for the execution of Work Authorization #5 for construction phase services.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Dannenbaum Supp3 to US183 PSA](#)

Link: [Dannenbaum US183 WA5](#)

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### Form Routing/Status

Form Started By: Marie Walters  
Started On: 02/03/2010 10:24 AM  
Final Approval Date: 02/04/2010

---



Project Name: US 183 (Riva Ridge Dr. to SH 29)

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

Dannenbaum Engineering Company -  
Austin, LLC

By: 

Signature

Thomas C. Arndt, P.E.

Printed Name

President

Title

1-28-2010

Date

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_

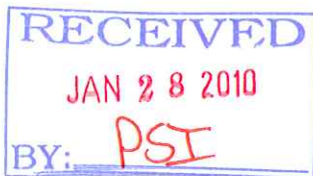
Signature

Printed Name

Title

Date

OK  
my 1/28/2010



Project Name: US 183 (Riva Ridge Dr. to SH 29)

## ATTACHMENT A

### WORK AUTHORIZATION NO. 5

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Dannenbaum Engineering Company – Austin, LLC (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

See Exhibit B.

*Construction Phase Services*

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$114,136.18.

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2012, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

*OK*  
*mm* 1/28/2010

**ENGINEER:**

Dannenbaum Engineering Company -  
Austin, LLC

By: *Thomas C. Arndt*

Signature

Thomas C. Arndt, P.E.

Printed Name

President

Title

1-28-2010

Date

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_

Signature

Dan A. Gattis

Printed Name

County Judge

Title

\_\_\_\_\_  
Date

Project Name: US 183 (Riva Ridge Dr. to SH 29)

## LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

## **EXHIBIT A**

**WORK AUTHORIZATION NO. 5**

### **SERVICES TO BE PROVIDED BY COUNTY**

#### **US 183 WILLIAMSON COUNTY, TEXAS**

Riva Ridge Drive to SH 29  
Length: 3.70 miles

#### **PROJECT STATEMENT**

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be constructed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

#### **DESCRIPTION**

In August 2009, Williamson County awarded Dan Williams Company the construction contract for the US 183 project from Riva Ridge Drive to SH 29. The County has requested Dannenbaum Engineering Company – Austin, LLC (Dannenbaum) team to provide a proposal for Construction Phase Services pertaining to this project.

#### **Existing Facility**

The existing facility is a rural four-lane roadway from US 183 from Riva Ridge Drive to SH 29.

#### **Proposed Facility**

The proposed facility is two two-lane frontage roads divided by 256 foot Future Transportation Corridor from Riva Ridge Drive to SH 29. Construction includes traffic control, grading, bridges, drainage structures, retaining walls, water quality ponds, erosion & sedimentation control, traffic signals, utilities, signing and pavement markings.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the COUNTY shall provide the following, as available:

1. The COUNTY shall relay pertinent Requests for Information (RFI), Submittals, Shop Drawings, Change Orders, or questions/inquiries within two (2) days of receiving them from the contractor in order for Dannenbaum to provide a timely response.

## **EXHIBIT B**

**WORK AUTHORIZATION NO. 5**

### **SERVICES TO BE PROVIDED BY ENGINEER**

**US 183**

**WILLIAMSON COUNTY, TEXAS**

Riva Ridge Drive to SH 29

Length: 3.70 miles

### **PROJECT STATEMENT**

**This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be constructed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.**

### **I. DESCRIPTION**

In August 2009, Williamson County awarded Dan Williams Company the construction contract for the US 183 project from Riva Ridge Drive to SH 29. The County has requested Dannenbaum Engineering Company – Austin, LLC (Dannenbaum) team to provide a proposal for Construction Phase Services pertaining to this project. The following is a more detailed description of the specific scope.

### **II. GENERAL**

1. Dannenbaum understands that the County has hired HDR, Inc. for construction inspection and those submittals, requests for information (RFI), and change orders not addressed by HDR, Inc. will be forwarded to Dannenbaum.
2. The Construction Phase Services will commence with the Notice-to-Proceed from the County and terminate three (3) years from the date of execution. Additional services beyond the expiration of this supplemental shall require an additional supplemental agreement.
3. Construction Phase Services shall include coordination, submittal reviews, responses to request for information and change orders.
4. During construction, it is anticipated that site visits will be necessary to coordinate the submittal reviews, RFI's, and change orders.
5. This scope of services is based upon a calendar Thirty Six (36) month construction period.

### **III. CONSTRUCTION PHASE SERVICES**

1. The ENGINEER shall coordinate with G.E.C., TxDOT, Williamson County, HDR, Contractor, and sub-consultant. Coordination will include all correspondence, telephone conversations, faxes, and meetings.
2. Prepare and submit monthly invoices.
3. Attend project site visits and meetings. A maximum of twelve (12) project site visits and meetings are estimated at four (4) hours each. If the ENGINEER determines that additional project site visits are required to competently address remaining submittals, RFI's, Shop Drawings, field problems and resolutions, or to attend additional progress meetings, the Engineer shall submit a supplemental agreement for approval.
4. Review twelve (12) Administrative Submittals.
5. Review twelve (12) Technical Submittals.
6. Review twenty (20) sets of Shop Drawings.
7. Provide a response to owner for each Request for Information (RFI's). An estimated total of thirty (30) RFI's.
8. Provide a response and design as needed for a Request for Information for any matter that becomes a change order. An estimated total of three (3) change orders. The County will not be billed for change orders resulting from Engineering errors and omissions.
9. Resolve field problems and provide input. An estimated total of Twelve (12) field problem resolutions.

### **IV. EXCLUDED SERVICES**

1. Attending weekly project meetings.
2. Record Drawings.

### **V. ESTIMATED FEES**

Exhibit D identifies the proposed man-hours and maximum cost development of the project. Dannenbaum will provide the services described above on a Time and Material basis. Services beyond those detailed in the Sections above shall require a supplemental agreement.

## EXHIBIT D / FEE ESTIMATE

US 183  
Construction Phase Services

DATE: 28-Jan-09

WORK AUTHORIZATION NO. 5

EXHIBIT D - FEE SCHEDULE

DANNENBAUM ENGINEERING COMPANY - Austin, LLC

PROJECT SCOPE: Construction Phase Services

TASK AND DESCRIPTION	ESTIMATED PLAN SHEET REQUIREMENTS	PROJECT MANAGER	QA/QC ENGINEER	SENIOR STRUC/ HYDR ENGR	CHIEF ENGINEER	SENIOR ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR DESIGN TECHNICIAN	CADD TECHNICIAN	CLERICAL	TOTAL	HR/SH
I CONSTRUCTION PHASE SERVICES (FC )	QTY	SCALE	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		
1 Coordination with Owner	n/a	n/a				16.0						24.0	
2 Coordination with Sub	n/a	n/a				16.0						16.0	
3 Coordination with HDR	n/a	n/a		16.0		40.0						56.0	
4 Invoice Preparation	n/a	n/a				36.0						36.0	
5 Project Management	n/a	n/a				24.0						72.0	
6 Project Site Visits and Meetings (12)	n/a	n/a		12.0		24.0					6.0	54.0	
7 Submittal Reviews (44)	n/a	n/a											
a) Administrative Submittals (12)	n/a	n/a		6.0		18.0	6.0					36.0	
b) Technical Submittals (12)	n/a	n/a		12.0		24.0	12.0					54.0	
c) Shop Drawings (20)	n/a	n/a		20.0		70.0	40.0					140.0	
8 Respond to RFIs (30)	40	n/a		15.0		45.0	15.0				15.0	105.0	2.6
9 Field Problem Resolutions (12)	n/a	n/a		6.0		12.0	12.0				6.0	36.0	
10 Change Orders (3)	60	n/a		6.0		36.0	6.0			12.0	3.0	63.0	1.1
TOTAL CONSTRUCTION PHASE SERVICES (FC )	100		105.0	93.0	0.0	361.0	91.0	0.0	0.0	12.0	30.0	632.0	
II. TOTAL PROJECT HOURS	100		105.0	93.0	0.0	361.0	91.0	0.0	0.0	12.0	30.0	692.0	

# EXHIBIT D / FEE ESTIMATE

DATE: 28-Jan-09

WORK AUTHORIZATION NO. 5  
 EXHIBIT D - FEE SCHEDULE  
 DANNENBAUM ENGINEERING COMPANY - Austin, LLC  
 PROJECT SCOPE: Construction Phase Services

US 183  
 Construction Phase Services

TASK AND DESCRIPTION		PROJECT MANAGER	QA/QC ENGINEER	SENIOR HYDR ENGR	CHIEF ENGINEER	SR/PROJ ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR DGN TECHNICIAN	CADD TECHNICIAN	CLERICAL	TOTALS
I. CONSTRUCTION PHASE SERVICES (FC )	HOURLY RATE	\$56.00	\$58.00	\$93.00	\$56.00	\$50.00	\$36.00	\$32.00	\$33.50	\$26.00	\$18.00	692.0
	TOTAL HOURS	105.0	-	1,569.60	-	5,252.37	91.0	-	-	12.0	30.0	9,734.20
	FIXED FEE	\$ 1,711.02	-	\$ 15,696.00	-	\$ 52,523.70	\$ 9,532.83	-	-	\$ 907.89	\$ 1,571.35	\$ 97,341.98
	DIRECT SALARY COST	\$ 17,110.21	-	\$ 17,265.60	-	\$ 57,776.07	\$ 10,486.11	-	-	\$ 998.68	\$ 1,728.49	\$ 107,076.18
COST INCLUDING OVERHEAD AND PROFIT		\$ 18,821.23	-	-	-	-	-	-	-	-	-	-
II. TOTAL PROJECT HOURS	TOTAL HOURS	105.0	-	93.0	-	361.0	91.0	-	-	12.0	30.0	692.0
	FIXED FEE	\$ 1,711.02	-	\$ 1,569.60	-	\$ 5,252.37	\$ 9,532.83	-	-	\$ 907.89	\$ 1,571.35	\$ 9,734.20
	DIRECT SALARY COST	\$ 17,110.21	-	\$ 15,696.00	-	\$ 52,523.70	\$ 9,532.83	-	-	\$ 907.89	\$ 1,571.35	\$ 97,341.98
	DIRECT SALARY COST	\$ 18,821.23	-	\$ 17,265.60	-	\$ 57,776.07	\$ 10,486.11	-	-	\$ 998.68	\$ 1,728.49	\$ 107,076.18
COST INCLUDING OVERHEAD AND PROFIT		\$ 18,821.23	-	-	-	-	-	-	-	-	-	-
Percent of Total Cost		18%	-	16%	-	54%	10%	-	-	1%	2%	100%
OTHER DIRECT COSTS		TOTAL LABOR										\$107,076.18
Printing	\$420.00	OTHER DIRECT COSTS										\$1,780.00
Postage/Delivery	\$800.00	TOTAL COST										\$108,856.18
Misc. Supplies	\$200.00	HDR-WHM										\$5,280.00
TRAVEL	\$360.00	TOTAL SUBS										\$5,280.00
TOTAL OTHER DIRECT COSTS		TOTAL CONTRACT COST										\$114,136.18

**WORK AUTHORIZATION NO. 5**  
**EXHIBIT D - FEE SCHEDULE**  
**DANNENBAUM ENGINEERING COMPANY - Austin, LLC**  
**PROJECT SCOPE: Construction Phase Services**

DATE: 28-Jan-09

Reproduction (Mylars Prints, & Xerox)

<b>TOTAL EXPENSES</b>	<b>\$1,780.00</b>
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**SERVICES TO BE PROVIDED BY ENGINEER  
HDR Engineering, Inc.**

**US 183 and SH 29  
WILLIAMSON COUNTY, TEXAS**

**PROJECT STATEMENT**

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

This document describes the portions of the complete Exhibit B that HDR Engineering, Inc. will complete.

**I. CONSTRUCTION PHASE SERVICES**

The scope of services for this phase assumes that the OWNER will adhere to the construction phase sequences (3 phases) as stated in the latest submission of the signal design plans. The budget suggested herein will be adjusted if necessary if the construction phase sequence is changed.

1. Attend pre-construction meeting. One (1) meeting has been assumed for budget purposes. This task will be completed for a fee of \$532.  
 $3 \times \$170 \text{ (Project Manager)} + 44 \text{ miles} \times \$0.50 = \$532$
2. Review shop drawing submittals from contractor. This task will be completed for a fee of \$1,940.  
 $8 \times \$170 \text{ (Project Manager)} + 4 \times \$95 \text{ (Graduate Engineer)} + \$200 \text{ (General Expenses)} = \$1,940$
3. Conduct site visits at the intersection during each of the three signal installation phases. Four (4) visits have been assumed for the budget purpose. This task will be completed for a fee of \$2,808.  
 $16 \times \$170 \text{ (Project Manager)} + 44 \text{ miles} \times 4 \text{ trips} \times \$0.50 = \$2,808$

Tasks listed above will be completed on an hourly not to exceed basis for an estimate of \$5,280.

**II. DELIVERABLES**

Deliverable Requirements:

1. All contract documents, including hard copies and electronic files, shall be turned over to the OWNER at the completion of the project. Contract documents shall be posted to the OWNER'S Internet project management database (if utilized) as requested.
2. Plans shall be developed to half-scale, 11"x17" unless otherwise determined necessary.

## Jacobs Carter Burgess Supplemental #6 to US79, sect. 5A PTF PSA Commissioners Court - Regular Session

Date: 02/09/2010  
Submitted By: Marie Walters, Road Bond  
Department: Road Bond  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and consider approving Jacobs Carter Burgess Supplemental #6 to their US 79, sect. 5A pass through program Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #5 construction phase services.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Jacobs Supp6 to US79-sect5A PSA](#)

Link: [Jacobs Supp1 to WA5 - US79-sect5A PTF](#)

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### Form Routing/Status

Form Started By: Marie Walters  
Started On: 02/03/2010 10:34 AM  
Final Approval Date: 02/04/2010

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Project Name: US 79, Sect. 5A [0204-04-040]

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 6**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter Burgess, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on 8/23/2005, and amended it on 12/20/2005, 2/28/2006, 1/24/2007, 3/18/2008 & 2/18/2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement is \$ 2,471,385 ;  
and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 2,471,385; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

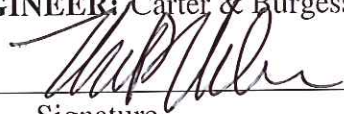
NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$ 2,471,385 to \$ 2,481,385.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 2,471,385 to \$ 2,496,385.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER: Carter & Burgess, Inc.

By:   
Signature

Kevin P. Nelson  
Printed Name

Senior Vice President  
Title

1/28/10  
Date

COUNTY:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  


ATTACHMENT A  
SUPPLEMENTAL AGREEMENT NO. 1 TO  
WORK AUTHORIZATION NO. 5



This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter Burgess, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

See Attachment US 79 Improvements (Refer to attached Exhibit B)

sect. 5A

CST # 0204-04-040

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$112,027.00. This represents an increase of \$10,000.

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate November 30, 2011, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:  
Carter & Burgess, Inc.

By: \_\_\_\_\_

Signature

Kevin P. Nelson

Printed Name

Senior Vice President

Title

1/28/10

Date

COUNTY:  
Williamson County, Texas

By: \_\_\_\_\_

Signature

Printed Name

Title

Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

ok  
m

**WORK AUTHORIZATION NO. 5  
SUPPLEMENTAL AGREEMENT NO. 1  
EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE COUNTY**

Project: US 79 Section 5A  
Limits: US 79-B East of Taylor  
To: East of FM 1063  
County: Williamson  
Length: 6.117 Miles

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In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Williamson County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the Shop Drawing, Change Order and Construction Phase efforts of the project.
2. A written statement of the shop drawing review requirements if they differ in any way from the Texas Department of Transportation review requirements.

**WORK AUTHORIZATION NO. 5**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**Exhibit B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
**US 79 Improvements**  
**Williamson County**

**Project Limits:** Section 5A (US 79-B E. of Taylor to E. of FM 1063) 6.117 miles

**Proposed Action:** Provide construction phase engineering services for US 79 Section 5A within the project limits described above.

**Scope of Services:** All design work is to be performed and completed according to the requirements of the Master Agreement between Williamson County (the County) and the Texas Department of Transportation (TxDOT) for the Pass Through Toll Program. This project shall be developed in accordance with TxDOT 2004 Standard Specifications.

If requested, the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to the commencement of any task associated with this Work Authorization and submit it to the County for approval. The MOU shall outline the work, time frame and level of effort associated with each individual task to ensure that both parties are in agreement as to the magnitude of the task.

Construction Phase Services will include:

**Shop Drawing Review**

Shop drawings requiring review may include, but shall not be limited to, the following items:

- 403 Temporary Shoring
- 441 Steel Structures
- 442 Structural Steel
- 449 Anchor Bolts
- 462 Concrete Box Culverts and Sewers
- 465 Manholes and Inlets
- 471 Frames, Grates, Rings and Covers
- 610 Roadway Illumination Assemblies
- 624 Ground Boxes
- 634 Plywood Signs
- 636 Aluminum Signs (Type A)
- 637 Aluminum Signs (Type G)
- 639 Revising Guide Sign Messages
- 642 Aluminum Signs (Type O2)
- 644 Small Roadside Sign Assemblies
- 644 Small Roadside Sign Supports
- 644 Large Roadside Sign Supports
- 650 Overhead Sign Supports

Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:

1. Review the drawings for conformity to the plans, specifications and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom. The contractor remains solely responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Re-submit." The drawings must then be re-submitted for a second review.
5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
6. A cover letter will be returned with the reviewed drawings containing:
  - A description of the submittal;
  - The status of the submittal;
  - A listing of sheet numbers and titles reviewed;
  - If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
  - If the submittal was not accepted without exception, an explanation of the exceptions.

**Preparation of Change Orders, Alternate Design or Additional Design Details –**

Prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of construction. Document each Change Order, Alternate Design or Design Details in sufficient detail to allow for the processing of the design refinement. Submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of change order documents, The Engineer shall be available to:

- Prepare a Fair Construction Cost Estimate for the change

- Evaluate contractor's proposed quotation against the Fair Construction Cost Estimate
- Submit recommendations to the County for final approval
- Assist the County and/or its representative in negotiating change order following approval

**Respond to Questions related to the Plans and Handle Requests for Information (RFI)** – Respond to questions/RFI related to the plans and specifications as needed throughout the duration of construction. Document each question/RFI in sufficient detail, formulate a response and submit a written version of the response to the County for distribution to all involved parties.

**Attend Meetings** – Attend meetings as needed to discuss any issues that may arise during construction.

**WORK AUTHORIZATION NO. 5  
SUPPLEMENTAL AGREEMENT NO. 1  
EXHIBIT C**

**WORK SCHEDULE**

Project: US 79  
Limits: US 79-B East of Taylor  
To: East of FM 1063  
County: Williamson  
Length: 6.117 Miles

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The Engineer shall complete the review of **all shop drawings** within 14 calendar days from the date of its receipt, unless permitted otherwise by Williamson County (the County) or its representatives.

If requested, on tasks defined as construction phase services that are not related to shop drawings, a schedule shall be outlined within the Memorandum of Understanding for each of those tasks.

A	B	C	D	E	F	G	H	I	J	K	L
1											
2	CARTER & BURGESS, INC.			EXHIBIT D							Contract No. 050789
3				ENGINEERING FEE ESTIMATE							
4				US 79 SECTION 5A							
5	CONSTRUCTION PHASE SERVICES			WORK AUTHORIZATION NO. 5							
6				SUPPLEMENTAL AGREEMENT NO.1							
7				2006 CONTRACT SALARY RATES							
8											
9	HOURS										
10				PROJECT	SENIOR	DESIGN	GRADUATE	SENIOR	CADD		
11	FUNCTION CODE / TASK DESCRIPTION			MANAGER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	TECHNICIAN	CLERICAL	TOTAL
12											
13	SHOP DRAWING REVIEW							0	0		0
14	CHANGE ORDERS, ALTERNATE OR ADDITIONAL DESIGN			8	6	4	8	0	8		34
15	CONSTRUCTION PHASE QUESTIONS / REQUESTS FOR INFORMATION (RFI)			8	4	2	7	0	8		29
16	ATTEND MEETINGS			5		4		0		0	9
17											
18	TOTALS: CONSTRUCTION PHASE SERVICES			21	10	10	15	0	16	0	72
19											
20	COST										
21	LOADED HOURLY RATE			\$207.61	\$136.02	\$121.70	\$89.49	\$137.20	\$95.96	\$60.84	
22											
23	DIRECT SALARY COST			\$4,360	\$1,360	\$1,217	\$1,342	\$0	\$1,535	\$0	\$9,815
24											
25											
26											
27											
28											
29											
30	COST INCLUDING OVERHEAD AND PROFIT			\$4,360	\$1,360	\$1,217	\$1,342	\$0	\$1,535	\$0	\$9,815
31											
32											
33			Subtotal			Delivery					TOTAL
34			Loaded	Print/		Postage		Subtotal	Engineering		ENGINEERING
35			Labor	Repro	Travel	Materials	Misc	Expenses	Fee		FEE
36											
37	CARTER & BURGESS, INC.			\$50	\$75	\$60	\$0	\$185	\$10,000		\$10,000
38											
39											
40											
41	TOTALS										\$10,000
42											
43											
44											
45											
46											
47											
48											
49											
50											

## Brown Possession and Use Agreement - SH 195(P4-11) Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Donald P. Mcevoy, Trustee of the Helen Brown Mcevoy Family Turst, Todd Bennette Brown and Mary Lou Brown regarding right-of-way on SH 195. (P4-11)

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Brown PUA - SH 195 \(P4-11\)](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:19 AM  
Final Approval Date: 02/04/2010

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**POSSESSION AND USE AGREEMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, DONALD P. MCEVOY, TRUSTEE OF THE HELEN BROWN MCEVOY FAMILY TRUST, TODD BENNETTE BROWN, AND MARY LOU BROWN, hereinafter referred to as "GRANTOR", whether one or more, is the owner of those certain pieces, parcels or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-G" (Parcels 4 & 11, 4E, 4WE, 4TCE), which are attached hereto and made a part hereof; and

WHEREAS, THE STATE OF TEXAS, acting by and through WILLIAMSON COUNTY, TEXAS, plans to acquire a fee simple and/or easement interest in the tract(s) of land described in Exhibits "A-E", and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT plans to acquire a waterline easement interest and temporary easement interest in, under and across the property described in Exhibits "F-G", "collectively known as GRANTEE", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the State Highway 195 roadway and related utility relocation improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of SEVEN HUNDRED EIGHTY THREE THOUSAND AND TWO HUNDRED NINETY TWO AND 20/100 DOLLARS (\$783,292.00) paid by the GRANTEE, which amount represents 90% of the GRANTEE'S estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-G".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further warrants and represents that there are no debts, estate or inheritance taxes, or any Medicare recovery debts now due and owing in connection with the Estates of J.C. Brown, Helen Brown McEvoy, or Thomas Warren Brown. GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-G", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-G".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

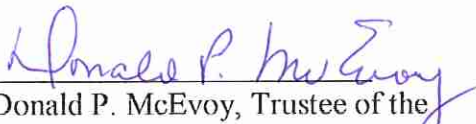
1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 14<sup>th</sup> day of DECEMBER, 2009.

**GRANTOR:**

  
Donald P. McEvoy, Trustee of the  
Helen Brown McEvoy Family Trust

\_\_\_\_\_  
Todd Bennette Brown

\_\_\_\_\_  
Mary Lou Brown

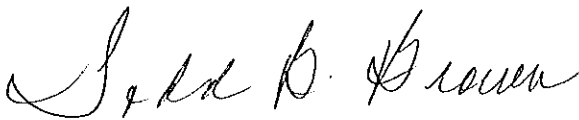
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 20th day of November, 2009.

**GRANTOR:**

\_\_\_\_\_  
Donald P. McEvoy, Trustee of the  
Helen Brown McEvoy Family Trust



\_\_\_\_\_  
Todd Bennette Brown

\_\_\_\_\_  
Mary Lou Brown

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

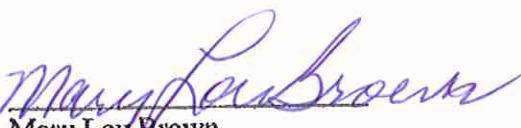
TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_  
Donald P. McEvoy, Trustee of the  
Helen Brown McEvoy Family Trust

\_\_\_\_\_  
Todd Bennette Brown

  
Mary Lou Brown

**GRANTEE:**  
WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
County Judge Dan A. Gattis  
Williamson County, Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON** *Dallas*

This instrument was acknowledged before me on this the *14<sup>th</sup>* day of *December*, ~~2008~~ *2009*  
by Donald P. McEvoy, in the capacity and for the purposes and consideration recited herein.



*Sonya C. Boone*  
\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: *SONYA C. BOONE*  
My Commission Expires: *6/6/2011*

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008  
by Todd Bennette Brown, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**  
WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
County Judge Dan A. Gattis  
Williamson County, Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008  
by Donald P. McEvoy, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**STATE OF ~~TEXAS~~ Pennsylvania**  
**COUNTY OF ~~WILLIAMSON~~ Delaware**

This instrument was acknowledged before me on this the 20<sup>th</sup> day of November, 2008-2009  
by Todd Bennette Brown, in the capacity and for the purposes and consideration recited herein.

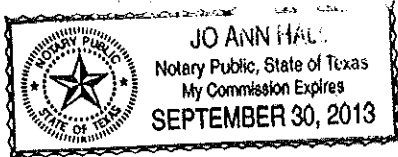
Rachel Erin Morris  
Notary Public, State of ~~Texas~~ Pennsylvania  
Printed Name: Rachel Erin Morris  
My Commission Expires: 9/23/13

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Rachel Erin Morris, Notary Public  
Media Boro, Delaware County  
My Commission Expires Sept. 23, 2013  
Member, Pennsylvania Association of Notaries

**STATE OF TEXAS  
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of NOVEMBER, 2008  
by Mary Lou Brown, in the capacity and for the purposes and consideration recited herein.



Jo Ann P. Hall  
Notary Public, State of Texas  
Printed Name: JO ANN HALL  
My Commission Expires:

**STATE OF TEXAS  
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and  
consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires:

After recording return to:

Don Childs  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664



County: Williamson  
Highway: SH 195  
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South  
ROW CSJ: 0836-01-013

Property Description  
for Parcel 4

BEING a 52.631 acre parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod, being 9.21 feet right of Proposed Baseline Station 979+18.46, for the POINT OF BEGINNING and the southeast corner of a tract of land described as 13.00 acres conveyed from Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

- (1) THENCE North 19° 46' 45" West a distance of 871.40 feet, along the west line of said 460 acre tract and the east line of said 13.00 acre tract, to a found 3/8 inch iron rod;
- (2) THENCE North 21° 04' 38" West a distance of 1,287.36 feet, along the west line of said 460 acre tract and the east line of a tract of land described as 11.96 acres conveyed from Carl Leroy Champlin and wife, Anita K. Champlin, to Leonard G. Hyden, by deed dated December 30, 1993 and recorded in Volume 2480, Page 183 of the Williamson County Deed Records, to a fence post;

- (3) THENCE South  $82^{\circ} 23' 28''$  West a distance of 59.38 feet, along the north line of said 11.96 acre tract, to the existing east right-of-way line of State Highway 195, being on a curve to the left;
- (4) THENCE northwesterly a distance of 350.77 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of  $24^{\circ} 33' 14''$ , a radius of 818.51 feet, a chord bearing of North  $05^{\circ} 37' 36''$  West, and a chord distance of 348.09 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (5) THENCE North  $17^{\circ} 02' 23''$  West 115.86 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (6) THENCE northwesterly 605.02 feet, along the existing east right-of-way of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of  $14^{\circ} 44' 23''$ , a radius of: 2,351.83 feet, a chord bearing of North  $13^{\circ} 25' 54''$  West, and a chord distance of 603.35 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (7) THENCE North  $20^{\circ} 31' 22''$  West a distance of 181.50 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument;
- (8) THENCE North  $11^{\circ} 31' 13''$  West a distance of 240.44 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (9) THENCE northwesterly a distance of 533.50 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of  $20^{\circ} 45' 37''$ , a radius of 1,472.39 feet, a chord bearing of North  $21^{\circ} 58' 06''$  West, and a chord distance of 530.59 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (10) THENCE North  $31^{\circ} 35' 58''$  West a distance of 146.72 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a point for corner;

- (11) THENCE North  $20^{\circ} 46' 49''$  West a distance of 1,125.05 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the right;
- (12) THENCE northeasterly a distance of 1,271.65 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the right, having a central angle of  $25^{\circ} 58' 37''$ , a radius of 2,804.79 feet, a chord bearing of North  $07^{\circ} 45' 07''$  West, and a chord distance of 1,260.78 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the right;
- (13) THENCE North  $05^{\circ} 13' 33''$  East a distance of 462.34 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (14) THENCE northeasterly a distance of 84.26 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of  $05^{\circ} 03' 20''$ , a radius of 954.93 feet, a chord bearing of North  $27^{\circ} 49' 44''$  East, and a chord distance of 84.23 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 906+34.42;
- (15) THENCE South  $05^{\circ} 13' 54''$  West a distance of 16.70 feet, along the proposed east right-of-way line of said State Highway 195 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 906+51.12, for the beginning of a curve to the left;
- (16) THENCE southeasterly, passing at a distance of 719.47 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap stamped "COA", being 150.00 feet left of Proposed Baseline Station 914+00.00, for the beginning of a Control of Access line, and continuing a total distance of 1,391.98 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, and the arc of said curve to the left, having a central angle of  $21^{\circ} 43' 59''$ , radius 3,669.72', a chord bearing of South  $05^{\circ} 38' 06''$  East, and a chord distance of 1,383.65 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 921+00.00, for the end of said curve to the left;

- (17) THENCE South  $20^{\circ} 03' 50''$  East, passing at a distance of 168.09 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, passing at a distance of 248.09 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, passing at a distance of 309.61 feet a set Texas Department of Transportation Type II concrete monument and continuing a total distance of 587.11 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 927+00.00, for the beginning of a curve to the left;
- (18) THENCE southeasterly a distance of 517.18 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the left, having a central angle of  $10^{\circ} 33' 39''$ , a radius of 2,805.81', a chord bearing of South  $32^{\circ} 28' 56''$  East, and a chord distance of 516.45 feet to a set Texas Department of Transportation Type II concrete monument, being 249.80 feet left of Proposed Baseline Station 932+06.71;
- (19) THENCE South  $37^{\circ} 39' 59''$  East a distance of 925.62 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 510.00 feet left of Proposed Baseline Station 940+95.00;
- (20) THENCE South  $33^{\circ} 03' 09''$  East a distance of 418.72 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;
- (21) THENCE South  $09^{\circ} 32' 28''$  East a distance of 229.86 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;
- (22) THENCE South  $09^{\circ} 14' 13''$  West a distance of 93.71 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68;
- (23) THENCE South  $08^{\circ} 39' 32''$  West a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

- (24) THENCE South  $21^{\circ} 20' 24''$  East a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;
- (25) THENCE South  $16^{\circ} 20' 52''$  East, passing at a distance of 613.33 feet a set Texas Department of Transportation Type II concrete monument, passing at a distance of 779.16 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;
- (26) THENCE South  $04^{\circ} 22' 26''$  East a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the beginning of a curve to the right;
- (27) THENCE southeasterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the right, having a central angle of  $06^{\circ} 06' 00''$ , a radius of 5,904.58 feet, a chord bearing of South  $12^{\circ} 33' 00''$  East, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the end of said curve to the right;
- (28) THENCE South  $05^{\circ} 18' 20''$  East a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00, for the end of said Control of Access line;
- (29) THENCE North  $73^{\circ} 26' 27''$  East a distance of 434.14 feet, along the proposed north right-of-way line of Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;
- (30) THENCE South  $67^{\circ} 52' 24''$  West a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a fence post;

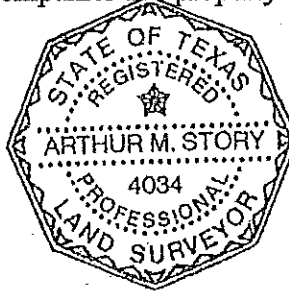
- (31) THENCE South 54° 58' 20" West a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to the POINT OF BEGINNING and containing 52.631 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring, Texas 77379  
Phone (281) 379-6388

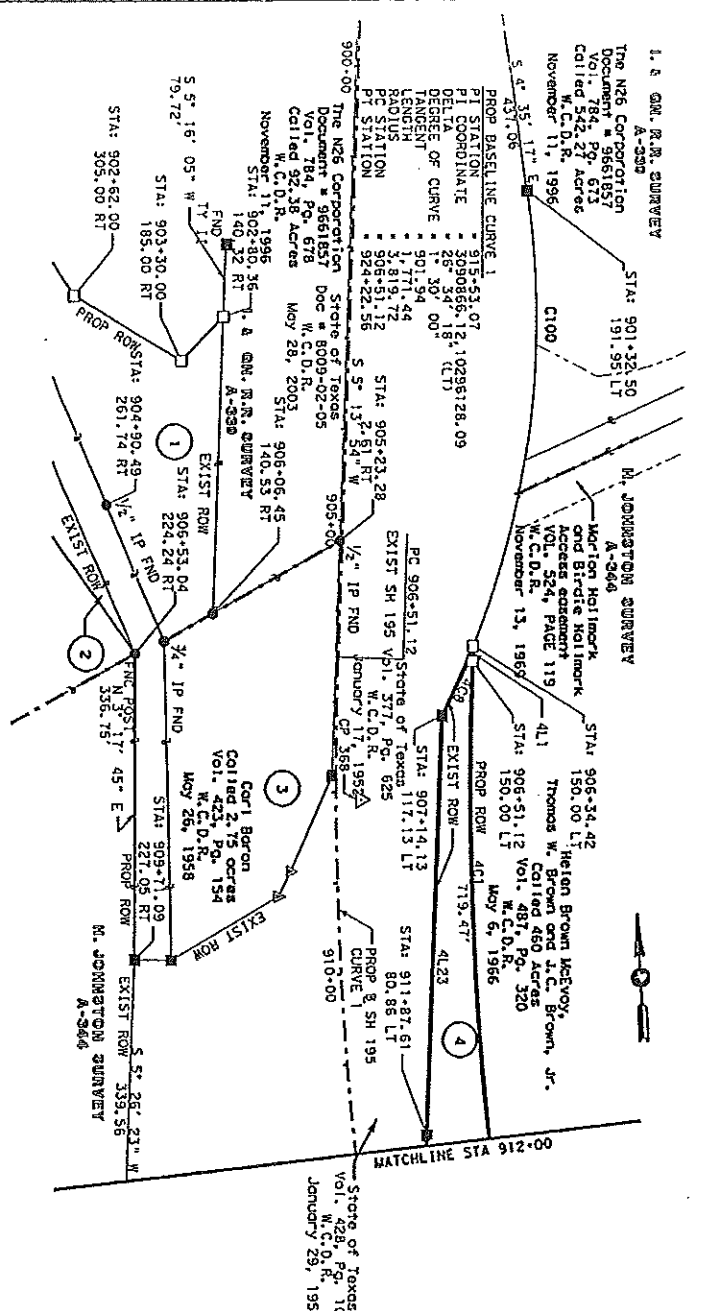


A handwritten signature in black ink, appearing to be "A. M. Story", written over a horizontal line.

9/28/04

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

Date



EXISTING ACRES	TAKING ACRES	APPROX. REMAINDER
LEFT	RIGHT	
APPROX. 321	52.631	268.73

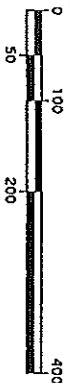
PARCEL	LINE NO.	BEARING	DISTANCE
4	4L1	S 05° 13' 54" W	16.70
	4L2	S 20° 03' 50" E	587.11
	4L3	S 37° 39' 59" E	925.62
	4L4	S 33° 03' 09" E	418.72
	4L5	S 09° 32' 28" E	229.86
	4L6	S 09° 14' 13" W	93.71
	4L7	S 08° 39' 32" W	420.68
	4L8	S 21° 20' 24" E	640.00
	4L9	S 16° 20' 52" E	1023.34
	4L10	S 04° 22' 26" E	190.37
	4L11	S 05° 18' 20" E	165.03
	4L12	S 73° 26' 27" E	434.14
	4L13	S 67° 52' 24" W	385.38
	4L14	S 54° 58' 20" W	260.67
	4L15	N 19° 46' 45" W	871.40
	4L16	N 21° 04' 38" W	1287.35
	4L17	S 82° 23' 28" W	59.38
	4L18	N 17° 02' 23" W	115.86
	4L19	N 20° 31' 22" W	181.50
	4L20	N 11° 31' 13" W	240.44
	4L21	N 31° 35' 58" W	146.72
	4L22	N 20° 46' 49" W	1125.05
	4L23	N 05° 13' 33" E	462.34

CURVE	RADIUS	LENGTH	DELTA	CHORD BRC	CHORD
C100	954.93	509.71	30° 34' 57"	S 10° 00' 35" W	503.68

PARCEL	CURVE	RADIUS	LENGTH	DELTA	CHORD BRC	CHORD
4	4C1	3,669.72	1,391.98	21° 43' 59"	S 05° 38' 06" E	1,383.65
	4C2	2,805.81	517.18	10° 33' 39"	S 32° 28' 58" E	516.45
	4C3	5,904.58	628.63	06° 06' 00"	S 12° 33' 00" E	628.33
	4C4	818.51	350.77	24° 33' 14"	N 05° 37' 35" W	348.09
	4C5	2251.83	603.02	14° 44' 23"	N 13° 25' 54" W	603.35
	4C6	1472.39	533.50	20° 45' 37"	N 21° 58' 06" W	530.59
	4C7	2804.79	1271.65	25° 58' 37"	N 07° 45' 07" W	1260.78
	4C8	954.93	84.26	08° 03' 20"	N 27° 49' 44" E	84.23

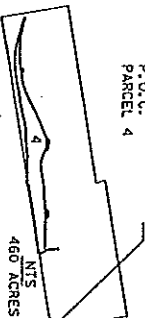
NOTE:

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.

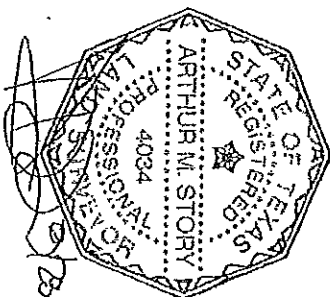


SCALE IN FEET

P.O.C. PARCEL 4



- LEGEND
- FOUND CORNER (AS DESCRIBED)
  - 1/2" IRON ROD W/ ALUMINUM CAP SET
  - ⊗ 1/2" IRON ROD W/ PLASTIC CAP SET
  - CONCRETE MONUMENT SET (TYPE 11)
  - ⊠ FOUND CONCRETE MONUMENT (TYPE 11)
  - △ CALCULATED POINT
  - △ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.E. POINT OF END/TERMINATION
  - BASE LINE / CENTERLINE
  - SURVEY LINE
  - PROPERTY LINE
  - PROPOSED ROW
  - EXIST ROW
  - CONST EASEMENT (TEMPORARY)
  - DRAINAGE EASEMENT (PERMANENT)
  - CONTROL OF ACCESS
  - 1/4" LINE ON CURVE NUMBER
  - T-1 LINE (C-CURVE)
  - TRACT (EASEMENT OF TRACT 6)



RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF

PARCEL 4

SHEET 7 OF 12

ROW CSJ NO. 0836-01-013

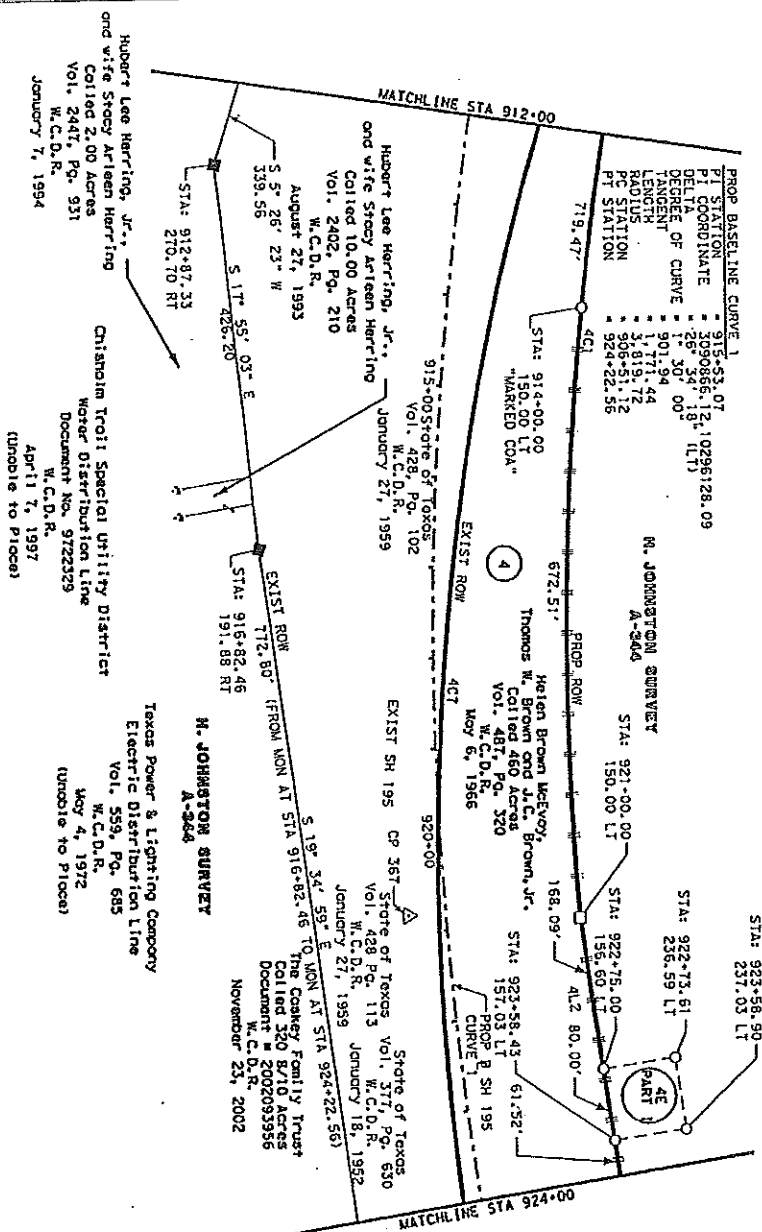
STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6368

SCALE: 1"=200' September 28, 2004



NOTE: ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.

- LEADER
- FOUND CORNER (AS DESCRIBED)
  - ¾" IRON ROD W/ ALUMINUM CAP SET
  - "RODS SURVEYING"
  - ◻ CONCRETE MONUMENT SET (TYPE 11)
  - △ POLYD CONCRETE MONUMENT (TYPE 1)
  - ▲ CALCULATED POINT
  - △ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMPLETION
  - BASE LINE / CENTER LINES
  - SURVEY LINE
  - PROPERTY LINE
  - EXIST ROAD
  - PROP. ROAD
  - CONSTANT ELEVATION (TEMPORARY)
  - DRAINAGE ELEVATION (PERMANENT)
  - CONTROL OF ACCESS
  - LINE OR CURVE NUMBER
  - LINE (IC-CURVED)
  - TRACT (IC-ELEVATION OF TRACT 6)



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF

PARCEL A

**SHEET 8 OF 12**

ROW CSJ NO. 0836-01-013  
STATE HIGHWAY 195 WILLIAMSON COUNTY

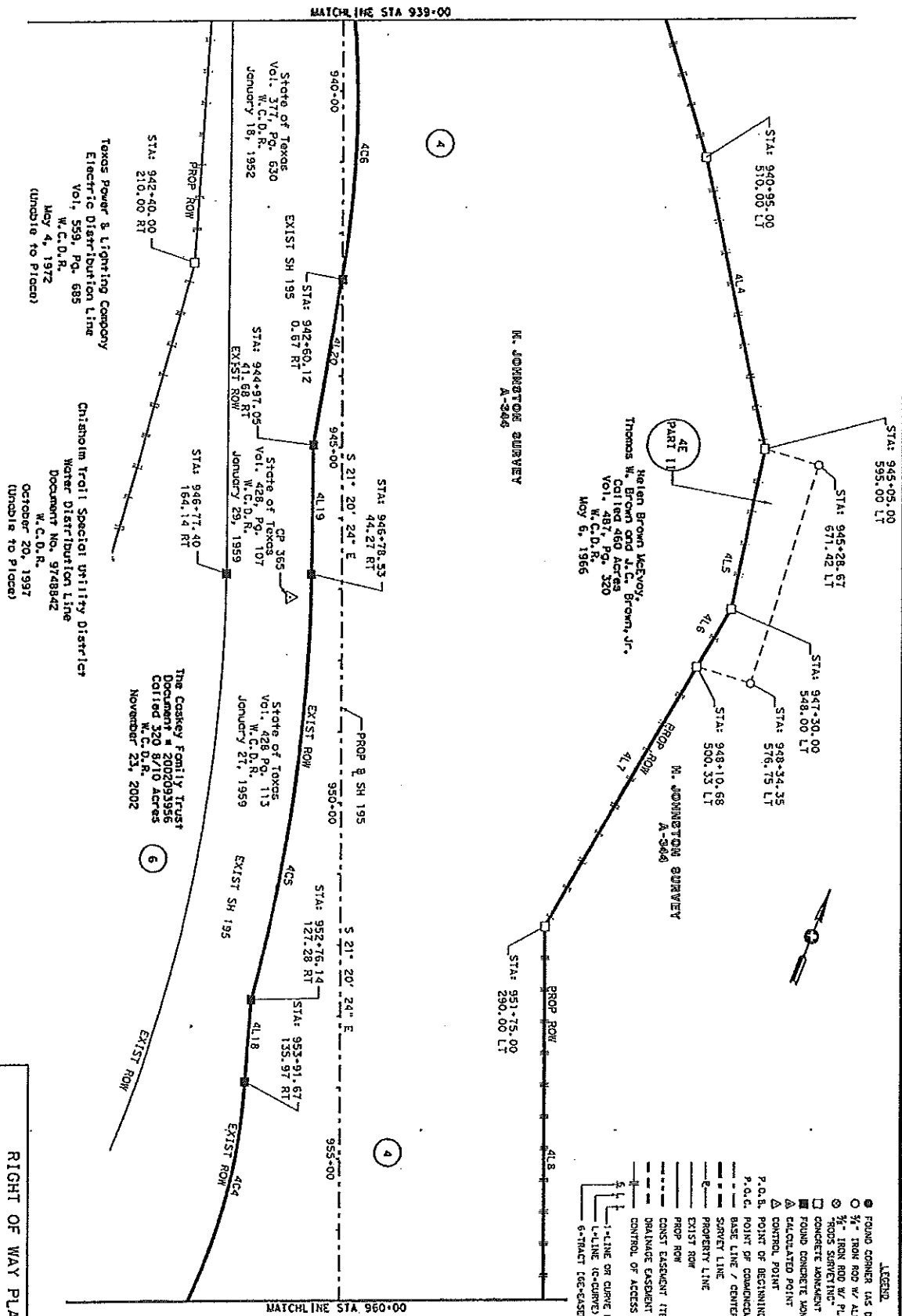
**RODS SURVEYING INC.**

6810 LEE ROAD SPRING, TX 77379

SCALE: 1"=200' September 28, 2004

6810 LEE ROAD SPRING, TX 77579  
(281) 379-6388  
SCALE: 1"=200' September 28, 2004

NOTE:  
 ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS  
 STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,  
 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES  
 SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID  
 VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF  
 1.000120.

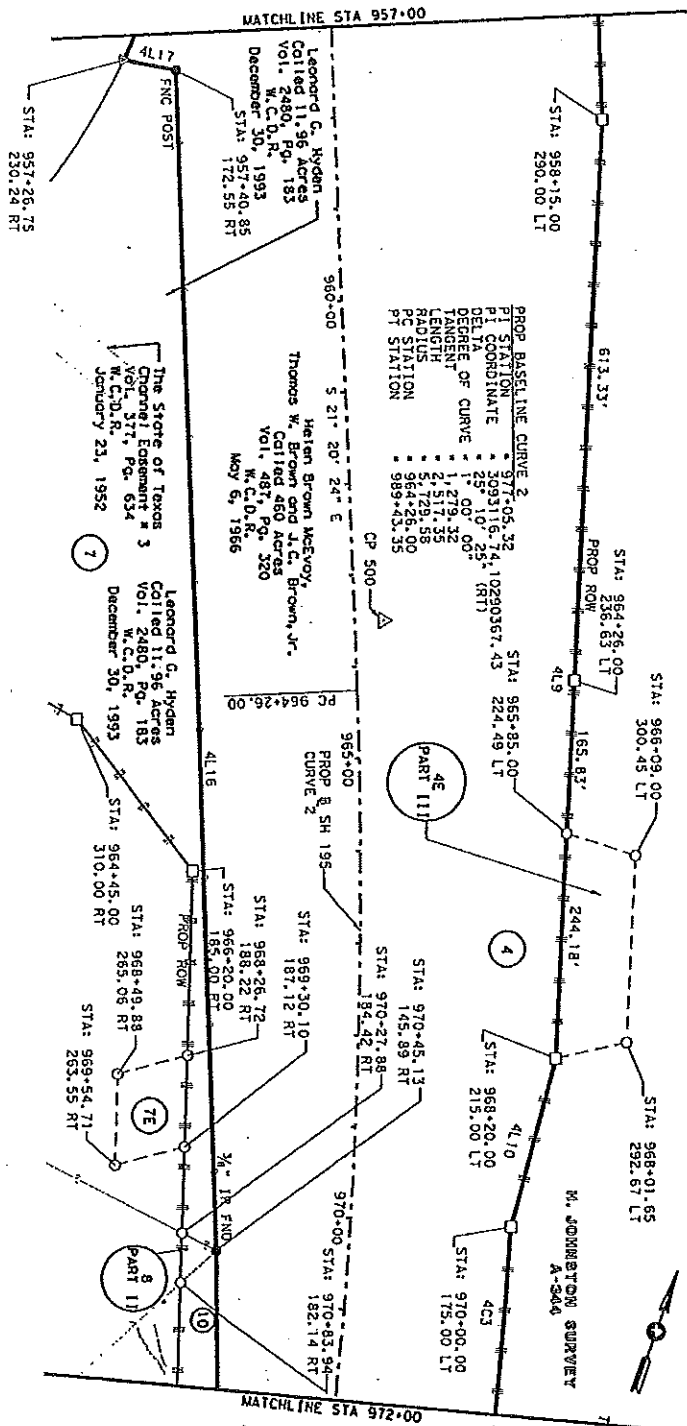


- LEGEND
- FOUND CORNER (AS DESCRIBED)
  - 1/4" IRON ROD W/ ALUMINUM CAP SET
  - ⊙ 3/4" IRON ROD W/ PLASTIC CAP SET
  - ⊕ "RODS SURVEYING"
  - ⊞ CONCRETE MONUMENT SET (TYPE 1)
  - ⊞ FOUND CONCRETE MONUMENT (TYPE 1)
  - △ CALCULATED POINT
  - △ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - BASE LINE / CONTROLLING
  - SURVEY LINE
  - PROPERTY LINE
  - EXIST ROW
  - PROP ROW
  - CONST EASEMENT (TEMPORARY)
  - DRAINAGE EASEMENT (PERMANENT)
  - CONTROL OF ACCESS
  - 1" L-LINE OR CURVE NUMBER
  - 6" TRACT (EASEMENT OF TRACT 6)

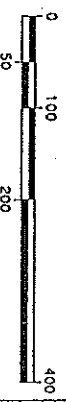


RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 PARCEL 4  
 SHEET 10 OF 12  
 ROW CSJ NO. 0836-01-013  
 STATE HIGHWAY 195 WILLIAMSON COUNTY  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=200' September 28, 2004

NOTE:  
 ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS  
 STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,  
 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES  
 SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID  
 VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF  
 1.000120.



- LEGEND**
- FOUND CORNER (AS DESCRIBED)
  - 1/4" IRON ROD W/ ALUMINUM CAP SET
  - ⊗ 3/4" IRON ROD W/ PLASTIC CAP SET
  - ⊠ "RODS SURVEYING"
  - ⊞ CONCRETE MONUMENT SET (TYPE 11)
  - ⊞ FOUND CONCRETE MONUMENT (TYPE 1)
  - △ CALCULATED POINT
  - △ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - BASE LINE / CENTER LINES
  - SURVEY LINE
  - PROPERTY LINE
  - EXIST ROW
  - PROP ROW
  - CONST EASEMENT (TEMPORARY)
  - DRAINAGE EASEMENT (PERMANENT)
  - CONTROL OF ACCESS
  - 1/4" LINE OR CURVE NUMBER
  - 1/4" LINE (C-CURVE)
  - G-RACE (SEE EASEMENT OF TRACT 61)



RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF

PARCEL 4

SHEET 11 OF 12

ROW CSJ NO. 0836-01-013

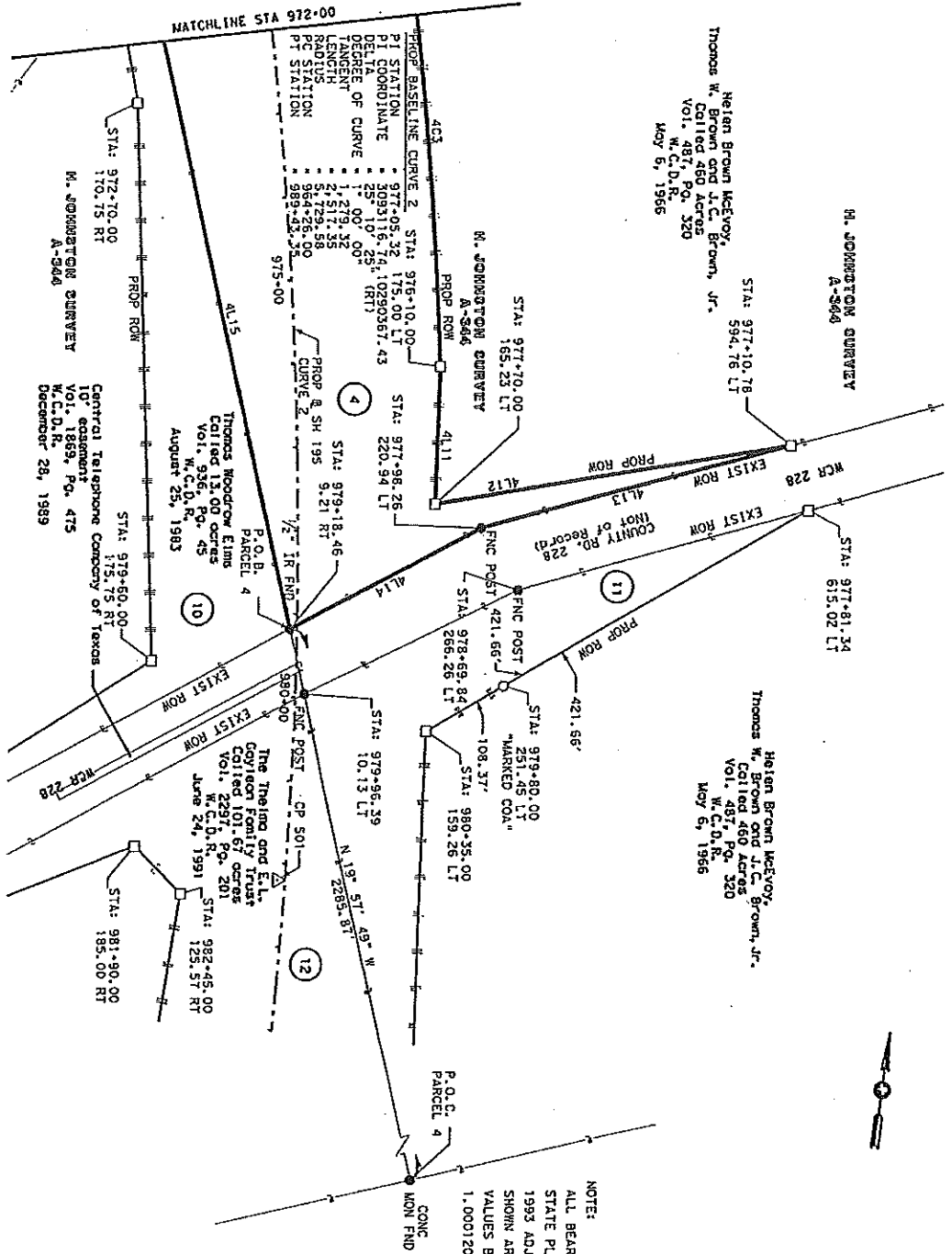
STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING INC.

6610 LEE ROAD SPRING, TX 77379

(281) 379-6388  
 September 28, 2004

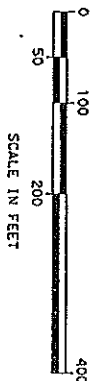
SCALE: 1"=200'



**LEGEND**

- FOUND CORNER (AS DESCRIBED)
- 1/4" IRON ROD W/ ALUMINUM CAP SET
- 3/4" IRON ROD W/ PLASTIC CAP SET
- "RODS SURVEYING"
- ▣ CONCRETE MONUMENT SET (TYPE 11)
- FOUND CONCRETE MONUMENT (TYPE 1)
- ▲ CALCULATED POINT
- △ CONTROL POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BASE LINE / CENTER LINES
- SURVEY LINE
- PROPERTY LINE
- EXIST ROW
- PROP ROW
- CONST EASEMENT (TEMPORARY)
- DRAINAGE EASEMENT (PERMANENT)
- CONTROL OF ACCESS
- 1-LINE OR CURVE NUMBER
- 1-LINE (IC-CURVE)
- 6-TRACT (EE-ELEMENT OF TRACT 6)

**NOTE:**  
 ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



**RIGHT OF WAY PLAT**  
 SHOWING PROPERTY OF  
**PARCEL 4**  
 SHEET 12 OF 12  
 ROW CSJ NO. 0836-01-013  
 STATE HIGHWAY 195 WILLIAMSON COUNTY  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=200' September 28, 2004



County: Williamson  
Highway: SH 195  
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South  
ROW CSJ: 0836-01-013

Property Description  
for Easement 4E Part 1

BEING a 0.147 acre (6,400 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South 73° 26' 27" West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North 05° 18' 20" West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the left, having a central angle of 06° 06' 00", a radius of 5,904.58 feet, a chord bearing of North 12° 33' 00" West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North 04° 22' 26" West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;

THENCE North 16° 20' 52" West, passing at a distance of 244.18 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;

THENCE North 21° 20' 24" West a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

THENCE North 08° 39' 32" East a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68;

THENCE North 09° 14' 13" East a distance of 93.71 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;

THENCE North 09° 32' 28" West a distance of 229.86 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;

THENCE North  $33^{\circ} 03' 09''$  West a distance of 418.72 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 510.00 feet left of Proposed Baseline Station 940+95.00;

THENCE South  $37^{\circ} 39' 59''$  East a distance of 925.62 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 249.80 feet left of Proposed Baseline Station 932+06.71, for the beginning of a curve to the right;

THENCE northwesterly a distance of 517.18 feet, crossing said 460 acre tract, along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the right, having a central angle of  $10^{\circ} 33' 39''$ , a radius of 2,805.81', a chord bearing of North  $32^{\circ} 28' 56''$  West, and a chord distance of 516.45 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 927+00.00, for the end of said curve to the right;

THENCE North  $20^{\circ} 03' 50''$  West a distance of 339.02 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 157.03 feet left of Proposed Baseline Station 923+58.43, to the POINT OF BEGINNING;

- (1) THENCE North  $20^{\circ} 03' 50''$  West a distance of 80.00 feet, along the west line of said proposed drainage easement, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 156.60 feet left of Proposed Baseline Station 922+75.00;
- (2) THENCE North  $69^{\circ} 56' 22''$  East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 236.59 feet left of Proposed Baseline Station 922+73.61;
- (3) THENCE South  $20^{\circ} 03' 50''$  East a distance of 80.00 feet, along the east line of said proposed drainage easement, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 237.03 feet left of Proposed Baseline Station 923+58.90;

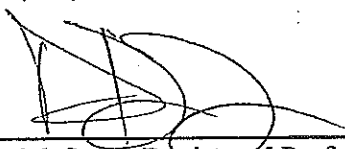
- (4) THENCE South  $69^{\circ} 56' 22''$  West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.147 acres (6,400 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

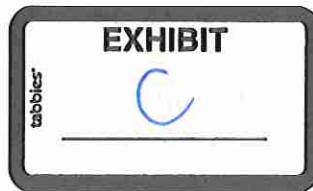
Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring, Texas 77379  
Phone (281) 379-6388



  
\_\_\_\_\_  
Arthur M. Story, Registered Professional Land Surveyor, No. 4034

9/28/04  
\_\_\_\_\_  
Date

SCALE: 1"=100' September 28, 2004



County: Williamson  
Highway: SH 195  
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South  
ROW CSJ: 0836-01-013

Property Description  
for Easement 4E Part 2

BEING a 0.508 acre (22,133 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South  $73^{\circ} 26' 27''$  West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North  $05^{\circ} 18' 20''$  West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the left, having a central angle of  $06^{\circ} 06' 00''$ , a radius of 5,904.58 feet, a chord bearing of North  $12^{\circ} 33' 00''$  West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North  $04^{\circ} 22' 26''$  West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;

THENCE North  $16^{\circ} 20' 52''$  West, passing at a distance of 244.18 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;

THENCE North  $21^{\circ} 20' 24''$  West a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

THENCE North  $08^{\circ} 39' 32''$  East a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68, for the POINT OF BEGINNING;

- (1) THENCE North  $09^{\circ} 14' 13''$  East a distance of 93.71 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;


- (2) THENCE North  $09^{\circ} 32' 28''$  West a distance of 229.86 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;
- (3) THENCE North  $85^{\circ} 52' 11''$  East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 671.42 feet left of Proposed Baseline Station 945+28.67;
- (4) THENCE South  $04^{\circ} 07' 54''$  East a distance of 320.00 feet, along the east line of said proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 576.75 feet left of Proposed Baseline Station 948+34.35;
- (5) THENCE South  $85^{\circ} 52' 11''$  West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.508 acres (22,133 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring, Texas 77379  
Phone (281) 379-6388

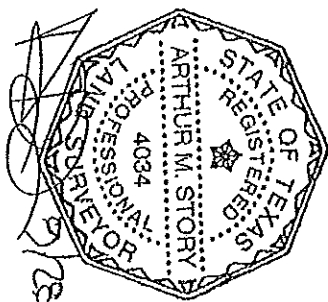
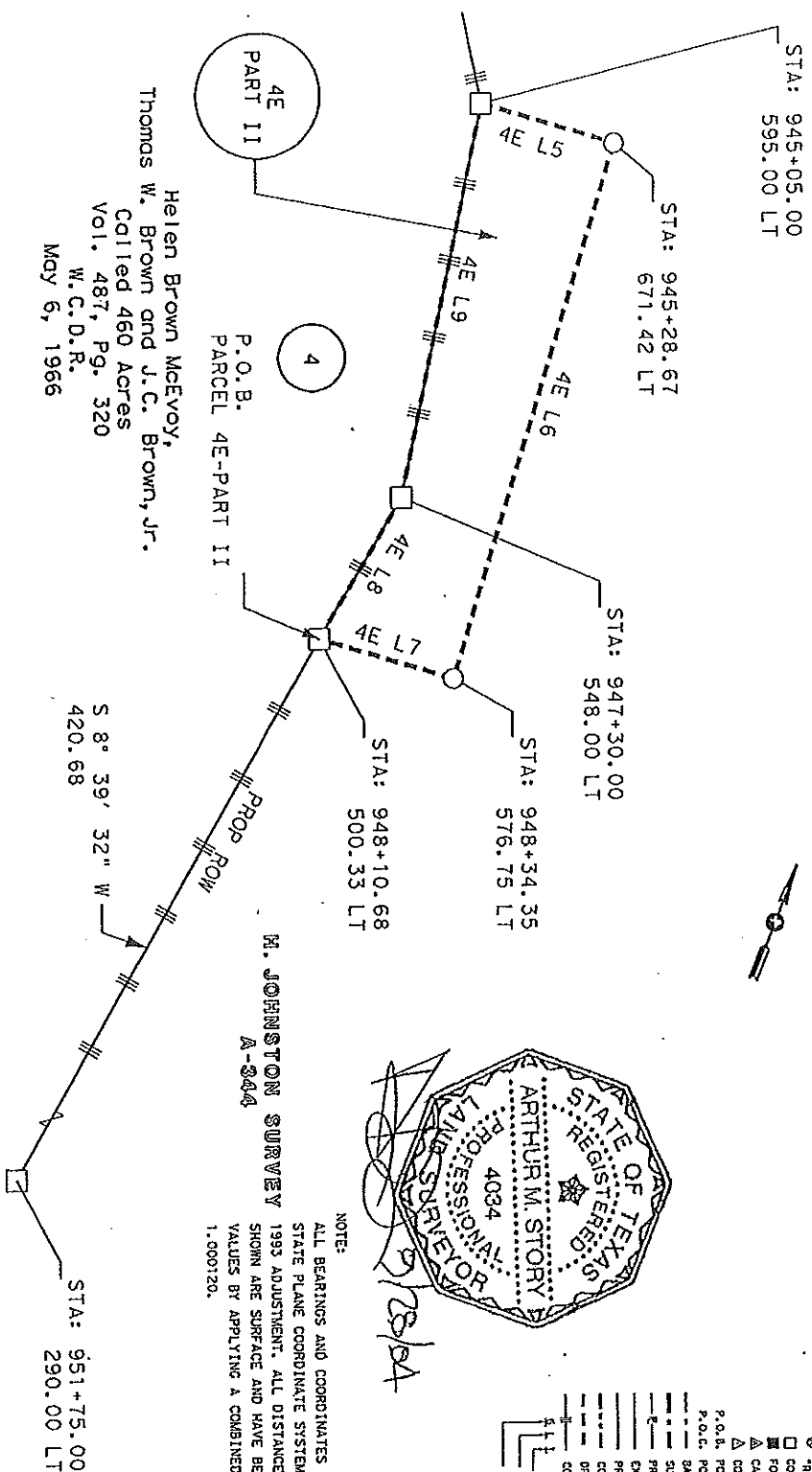


  
Arthur M. Story, Registered Professional Land Surveyor, No. 4034

  
Date

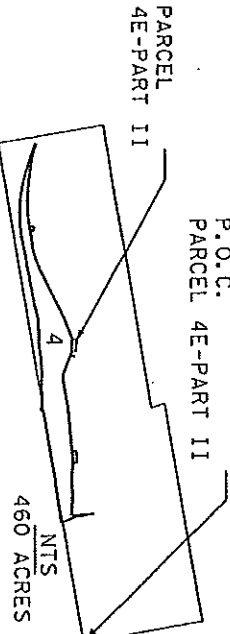
PARCEL	LINE NO.	BEARING	DISTANCE
4E-PART II	4E L5	N 85° 52' 11" E	80.00
	4E L6	S 4° 07' 54" E	320.00
	4E L7	S 85° 52' 11" W	80.00
	4E L8	N 9° 14' 13" E	93.71
4E-PART II	4E L9	N 9° 32' 28" W	229.86
	4E L10	N 85° 52' 11" E	80.00
EXISTING TAKING ACRES			
APPROX. 321			
APPROX. REMAINDER			
LEFT RIGHT			
APPROX. 0.508			
22,133 sq ft			

Helen Brown McEvoy,  
 Thomas W. Brown and J.C. Brown, Jr.  
 Coiled 460 Acres  
 Vol. 487, Pg. 320  
 W.C.D.R.  
 May 6, 1966



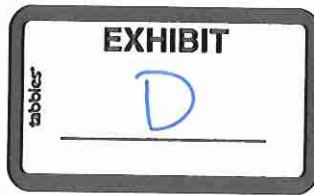
- LEGEND**
- FOUND CORNER (AS DESCRIBED)
  - 1/2" IRON ROD W/ ALUMINUM CAP SET
  - ⊙ 3/4" IRON ROD W/ PLASTIC CAP SET
  - ⊠ CONCRETE MONUMENT SET (TYPE 11)
  - ⊡ FOUND CONCRETE MONUMENT (TYPE 12)
  - △ CALCULATED POINT
  - ▲ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - BASE LINE / CENTERLINE
  - SURVEY LINE
  - PROPERTY LINE
  - EXIST. ROW
  - PROP. ROW
  - CONST. EASEMENT (TEMPORARY)
  - DRAINAGE EASEMENT (PERMANENT)
  - CONTROL OF ACCESS
  - 1/4" LINE OR CURVE NUMBER
  - 1/4" LINE (C-CURVED)
  - 1/4" TRACT (EASEMENT OF TRACT 6)

**NOTE:**  
 ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS  
 STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,  
 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES  
 SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID  
 VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF  
 1.000120.



**RIGHT OF WAY PLAT**  
 SHOWING PROPERTY OF  
 PARCEL 4E PART II

ROW CSJ NO. 0836-01-013  
 STATE HIGHWAY 195 WILLIAMSON COUNTY  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALES: 1"=100' September 28, 2004



County: Williamson  
Highway: SH 195  
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South  
ROW CSJ: 0836-01-013

Property Description  
for Easement 4E Part 3

BEING a 0.396 acre (17,268 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South 73° 26' 27" West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North 05° 18' 20" West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, and the arc of said curve to the left, having a central angle of 06° 06' 00", a radius of 5,904.58 feet, a chord bearing of North 12° 33' 00" West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North 04° 22' 26" West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00, for the POINT OF BEGINNING;

- (1) THENCE North 16° 20' 52" West a distance of 244.18 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 224.49 feet left of Proposed Baseline Station 965+85.00;
- (2) THENCE North 88° 39' 12" East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 300.45 feet left of Proposed Baseline Station 966+09.00;
- (3) THENCE South 16° 20' 52" East a distance of 202.76 feet, along the east line of said proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 292.67 feet left of Proposed Baseline Station 968+01.65;

- (4) THENCE South  $58^{\circ} 38' 54''$  West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.396 acres (17,268 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring, Texas 77379  
Phone (281) 379-6388

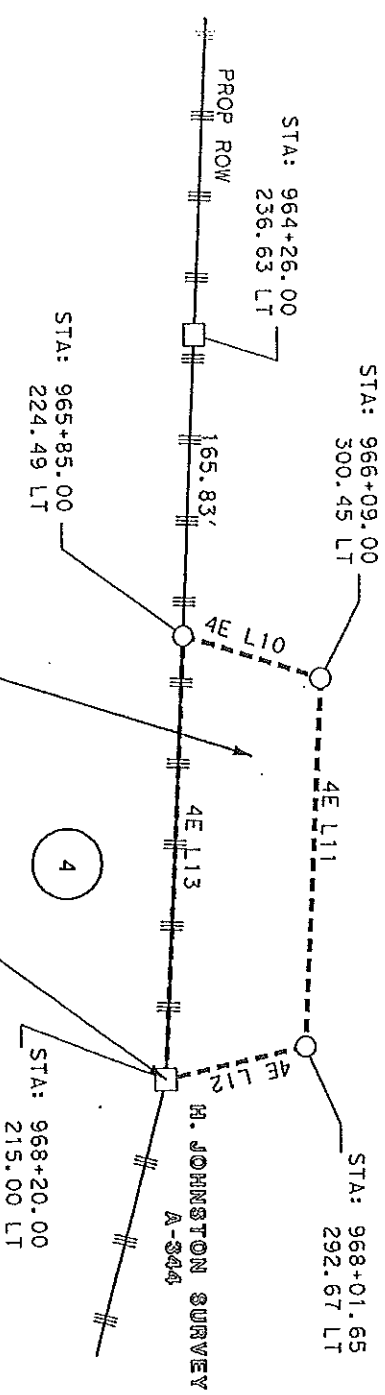


A handwritten signature in black ink, appearing to be "A. Story", written over a horizontal line.

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

9/28/04  
Date

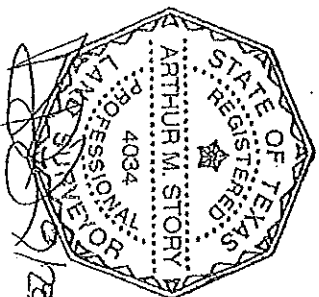
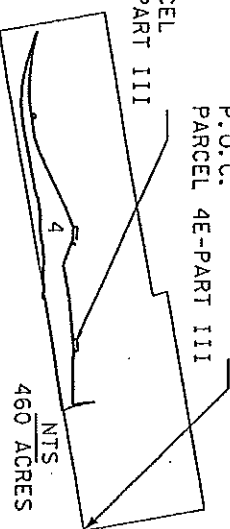
NOTE:  
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,  
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES  
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID  
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF  
1.000120.



4E  
PART III

P.O.B.  
PARCEL 4E-PART III  
Helen Brown McEvoy,  
Thomas W. Brown and J.C. Brown, Jr.  
Coiled 460 Acres  
Vol. 487, Pg. 320  
W.C.D.R.  
May 6, 1966

P.O.C.  
PARCEL 4E-PART III



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF

PARCEL 4E PART III

SHEET 4 OF 4

ROW CSJ NO. 0836-01-013

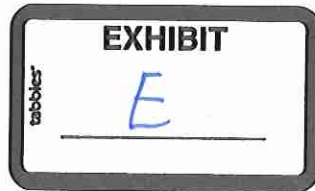
STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING INC. SPRING, TX 77379

6810 LEE ROAD (281) 379-6368

SCALE: 1"=100' September 28, 2004

- LEGEND
- FOUND CORNER (AS DESCRIBED)
  - 1/4" IRON ROD W/ ALUMINUM CAP SET
  - ⊗ 3/8" IRON ROD W/ PLASTIC CAP SET
  - CONCRETE MONUMENT SET (TYPE 1)
  - FOUND CONCRETE MONUMENT (TYPE 1)
  - ▲ CALCULATED POINT
  - △ CONTROL POINT
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - BASE LINE / CENTERLINE
  - SURVEY LINE
  - PROPERTY LINE
  - EXIST ROW
  - PROP ROW
  - COAST ELEVANT (TEMPORARY)
  - DRAINAGE ELEVANT (PERMANENT)
  - CONTROL OF ACCESS
  - L-LINE OR CURVE NUMBER
  - L-LINE (RECORDED)
  - E-TRACT (RECORDING OF TRACT 6)



County: Williamson  
Highway: SH 195  
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South  
ROW CSJ: 0836-01-013

Property Description  
for Parcel 11

BEING a 1.807 acre tract of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North  $19^{\circ} 57' 49''$  West a distance of 1,616.28 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 183.59 feet left of Proposed Baseline Station 985+50.49, for the POINT OF BEGINNING;

- (1) THENCE North  $19^{\circ} 57' 49''$  West a distance of 589.29 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the existing south right-of-way line of Williamson County Road No. 228 and the northeast corner of said 101.67 acre tract;
- (2) THENCE North  $56^{\circ} 53' 26''$  East a distance of 287.04 feet, along the existing south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;
- (3) THENCE North  $67^{\circ} 22' 16''$  East a distance of 361.54 feet, along the existing south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract; to a set Texas Department of Transportation Type II concrete monument, being 615.02 feet left of Proposed Baseline Station 977+81.34;

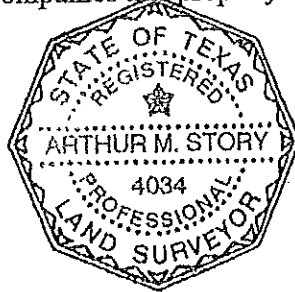
- (4) THENCE South  $52^{\circ} 45' 35''$  West, passing at a distance of 421.66 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap stamped "COA", being 251.45 feet left of Proposed Baseline Station 979+80.00, for the beginning of a Control of Access line, and continuing for a total distance 530.03 feet, along the proposed south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 159.26 feet left of Proposed Baseline Station 980+35.00;
- (5) THENCE South  $05^{\circ} 17' 39''$  East a distance of 531.29 feet, along the proposed east right-of-way line of State Highway 195 and said Control of Access line, crossing said 460 acre tract, to the POINT OF BEGINNING and containing 1.807 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring, Texas 77379  
Phone (281) 379-6388



A handwritten signature in black ink, appearing to be "A. M. Story", written over a horizontal line.

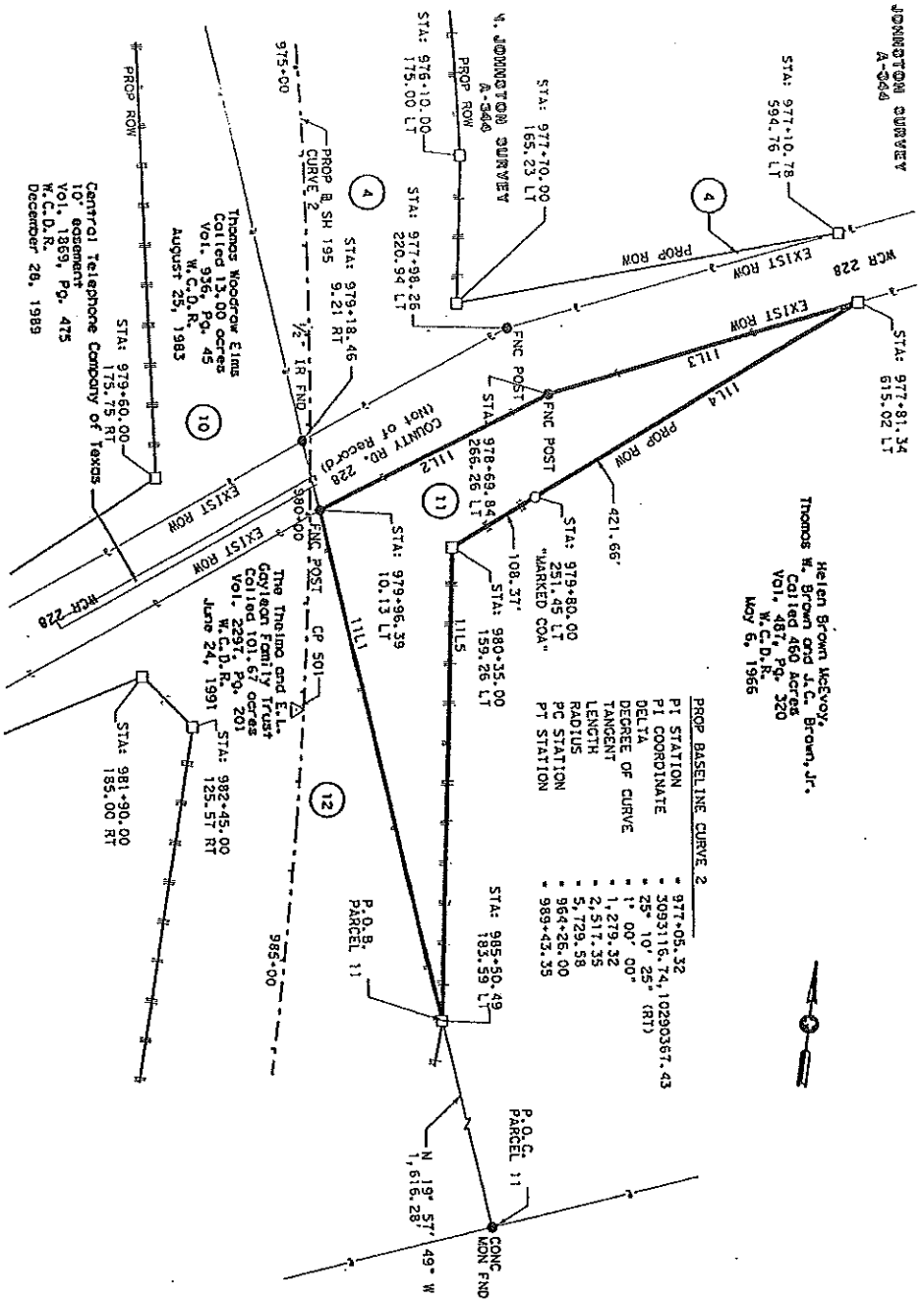
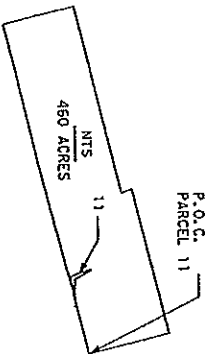
9/28/04

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

Date

EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE	
		LEFT	RIGHT
ADDOX. 126	1.807	124.2	

LINE TABLE		
PARCEL	LINE NO.	DISTANCE
	BEARING	
	N 19° 57' 49" W	589.29
	N 56° 53' 26" E	281.04
	N 56° 22' 15" E	351.54
1:	N 67° 22' 35" E	530.03
	S 52° 43' 35" E	531.29
	S 5° 17' 39" E	



PROP BASELINE CURVE 2

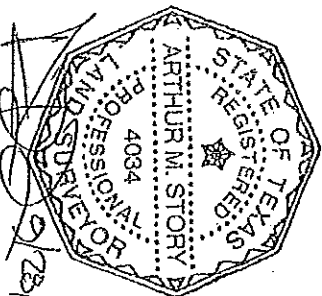
- 977-05.32
- 3093116.74, 10290367.43
- 25° 10' 25" (RT)
- 1° 00' 00"
- 1,279.32
- 2,517.35
- 5,729.58
- 964+26.00
- 989+43.35

1

NOTE:  
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,  
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES  
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID  
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF  
1.000120.

LEGEND

- FOUND CORNER (AS DESCRIBED)
- 1/4" IRON ROD W/ ALUMINUM CAP SET
- 1/4" IRON ROD W/ PLASTIC CAP SET
- "GOODS SURVEYING"
- CONCRETE MONUMENT SET (TYPE 1)
- FOUND CONCRETE MONUMENT (TYPE 1)
- Δ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMPLETION
- BASE LINE / CENTERLINE
- SURVEY LINE
- PROPERTY LINE
- EXIST. ROW
- PROP. ROW
- CONCT. EASEMENT (TWO-FOOT-AND-1/2')
- DRAINAGE EASEMENT (TWO-FOOT-AND-1/2')
- CONTROL OF ACCESS
- 1" LINE ON CURVE NUMBER
- L-1 LINE (IC-CONTROL)
- 6" TRACT (SEE EASEMENT OF TRACT 6)



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF

PARCEL 11

**SHEET 3 OF 3**

ROW CSJ NO. 0836-01-013

STATE HIGHWAY 195 . WILLIAMSON COUNTY

RODS SURVEYING INC.

SPRING, TX 77379

(28)

SCALE: 1"=200' September 28, 2004

4



11/10/00

STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.202 ACRE SITUATED IN  
HARRISON JOHNSTON SURVEY  
ABSTRACT No. 344  
WILLIAMSON COUNTY, TEXAS

### LEGAL DESCRIPTION

DESCRIPTION OF A 0.202 ACRE (8,806 SQUARE FEET) TRACT SITUATED IN THE HARRISON JOHNSTON SURVEY, ABSTRACT 344, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 460 ACRES TRACT DESCRIBED IN A DOCUMENT TO HELEN BROWN McEVOY, THOMAS W. BROWN & J.C. BROWN AND RECORDED IN VOLUME 487, PAGE 320 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3/8 inch iron rod found at the intersection of the west line of said 460 acres tract and the existing north right-of-way line of County Road 228, a varying width right-of-way, not of record, same being the southeast corner of a called 13.00 acres tract as described in a document to Thomas Woodrow Elms and recorded in Volume 936, Page 45 of the Deed Records of Williamson County, Texas;

**THENCE** leaving said west line of the 460 acres tract, with said existing north right-of-way line of County Road 228 the following two (2) courses and distances:

1. N54°58'20"E a distance of 260.67 feet to a fence corner post found for an angle point in said existing north right-of-way line of County Road 228, and
2. N67°52'24"E a distance of 385.38 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument found at the intersection of the existing and proposed north right-of-way lines of County Road 228 for the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said existing north right-of-way with said proposed north right-of-way line of County Road 228, S73°26'27"W a distance of 434.14 feet to a TxDOT Type II Concrete Monument found at the northeast intersection of said proposed north right-of-way line of County Road 228 and the proposed east right-of-way line of State Highway 195, a varying width right-of-way;

**THENCE** leaving said proposed north right-of-way line of County Road 228, with said proposed east right-of-way line of State Highway 195, N05°18'20"W a distance of 20.39 feet;

**THENCE** leaving said proposed east right-of-way line of State Highway 195, with a line being 20.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, N73°26'27"E a distance of 429.09 feet to an angle point;

**THENCE** continuing across the said 460 acres tract, S61°33'33"E a distance of 25.91 feet to a point in the said existing north right-of-way line of County Road 228;

**THENCE** with the said existing north right-of-way line of County Road 228, S67°52'24"W a distance of 17.33 feet to said **POINT OF BEGINNING** and containing 0.202 acre.

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

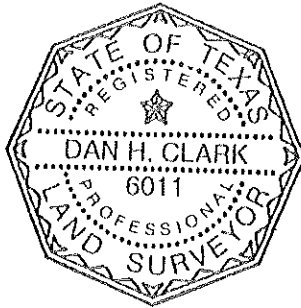
§  
§  
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**KNOW ALL MEN BY THESE PRESENTS:**

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of January 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of April 2009, A.D.

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



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

**ADDITIONAL NOTES:**

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in January of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(PARCEL 4)-25221.dgn, dated April 27, 2009, AVO No. 25221.
3. See Texas Department of Transportation Right-of-Way map CSJ 0440-01-036 for detailed information regarding State Highway 195.

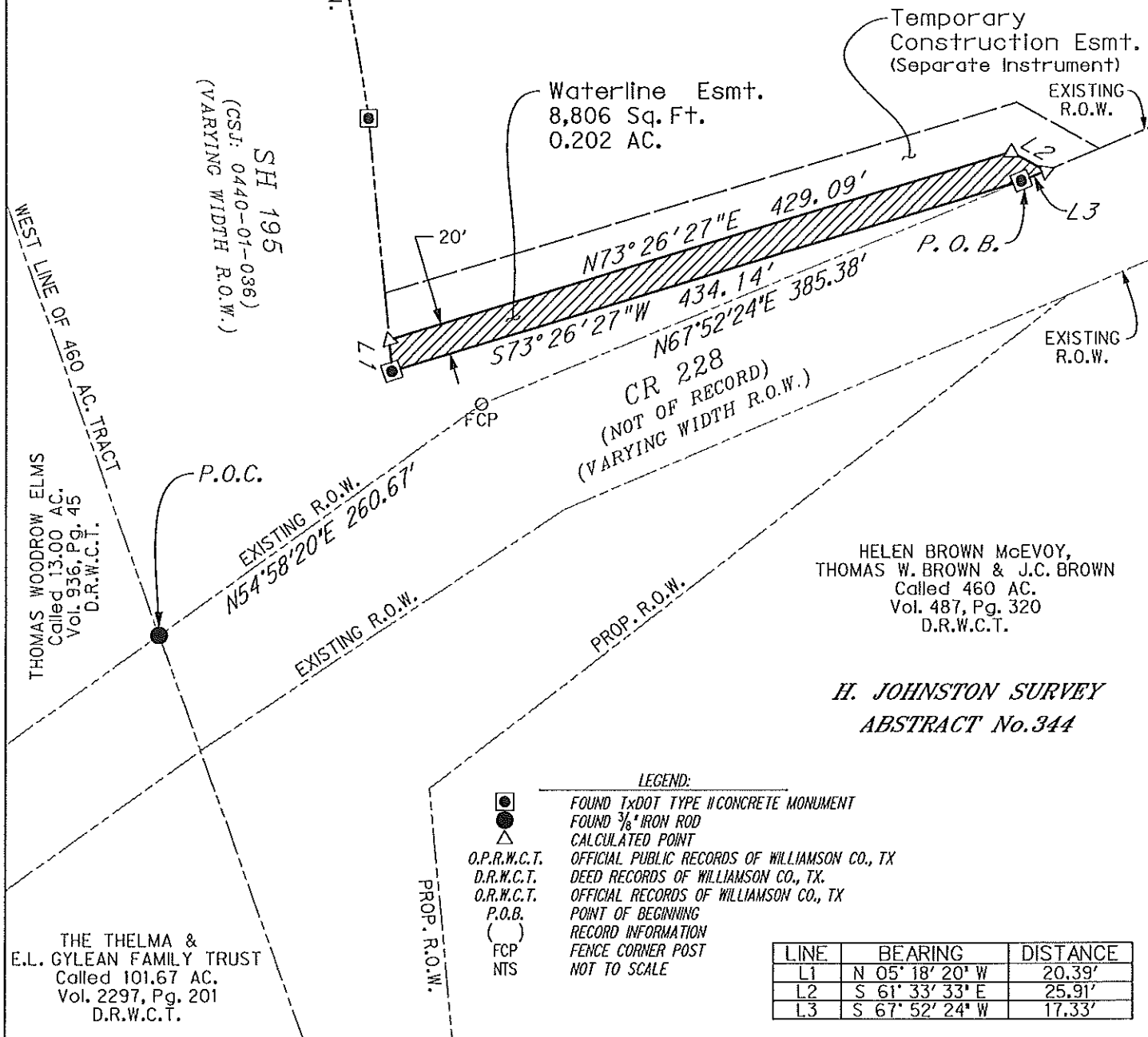
GRAPHIC SCALE

1"=100'

0' 50' 100'



PARCEL 4  
HELEN BROWN McEVOY,  
THOMAS W. BROWN & J.C. BROWN  
Called 460 AC.  
Vol. 487, Pg. 320  
D.R.W.C.T.



HELEN BROWN McEVOY,  
THOMAS W. BROWN & J.C. BROWN  
Called 460 AC.  
Vol. 487, Pg. 320  
D.R.W.C.T.

*H. JOHNSTON SURVEY  
ABSTRACT No. 344*

## LEGEND:

FOUND TxDOT TYPE II CONCRETE MONUMENT  
 FOUND 3/8" IRON ROD  
 CALCULATED POINT  
 OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX  
 DEED RECORDS OF WILLIAMSON CO., TX  
 OFFICIAL RECORDS OF WILLIAMSON CO., TX  
 POINT OF BEGINNING  
 RECORD INFORMATION  
 FENCE CORNER POST  
 NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 05° 18' 20" W	20.39'
L2	S 61° 33' 33" E	25.91'
L3	S 67° 52' 24" W	17.33'



**HALFF**

4630 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

SH 195 UTILITY  
WATERLINE EASEMENT FOR  
PARCEL 4  
FLORENCE, TX

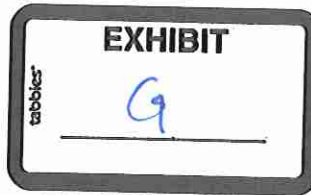
Project No.: 25221

Issued: 4/27/2009

Accompanying file Name:  
SV-LD-PARCEL 4-25221.doc

3 of 3

9  
STATE OF TEXAS  
COUNTY OF WILLIAMSON



TEMPORARY  
CONSTRUCTION  
EASEMENT

0.328 ACRE SITUATED IN  
HARRISON JOHNSTON SURVEY  
ABSTRACT No. 344  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.328 ACRE (14,303 SQUARE FEET) TRACT SITUATED IN THE HARRISON JOHNSTON SURVEY, ABSTRACT 344, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 460 ACRES TRACT DESCRIBED IN A DOCUMENT TO HELEN BROWN McEVOY, THOMAS W. BROWN & J.C. BROWN AND RECORDED IN VOLUME 487, PAGE 320 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3/8 inch iron rod found at the intersection of the west line of said 460 acres tract and the existing north right-of-way line of County Road 228, a varying width right-of-way, not of record, same being the southwest corner of a called 13.00 acres tract as described in a document to Thomas Woodrow Elms and recorded in Volume 936, Page 45 of the Deed Records of Williamson County, Texas;

**THENCE** leaving said west line of the 460 acres tract, with said existing north right-of-way line of County Road 228 the following three (3) courses and distances:

1. N54°58'20"E a distance of 260.67 feet to a fence corner post found for an angle point in said existing north right-of-way line of County Road 228,
2. N67°52'24"E a distance of 385.38 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument found at the intersection of the existing and proposed north right-of-way lines of County Road 228, and
3. N67°52'24"E with the said existing north right-of-way line of County Road 228 a distance of 17.33 feet for the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said existing north right-of-way line of County Road 228, crossing said 460 acres tract N61°33'33"W a distance of 25.91 feet to an angle point;

**THENCE** crossing said 460 acres tract with a line 20.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, S73°26'27"W a distance of 429.09 feet to point in the proposed east right-of-way line of State Highway 195, a varying width right-of-way, and from which a TxDOT Type II Concrete Monument found at the northeast intersection of said proposed north right-of-way line of County Road 228 and said proposed east right-of-way line of State Highway 195 bears S05°18'20"E a distance of 20.39 feet;

**THENCE** with the proposed east right-of-way line of State Highway 195, N05°18'20"W a distance of 30.59 feet;

**THENCE** leaving the said proposed east right-of-way line of State Highway 195 and continuing across said 460 acres tract, with a line 50.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, N73°26'27"E a distance of 435.55 feet to an angle point;

**THENCE** continuing across the said 460 acres tract, S61°33'33"E a distance of 63.00 feet to a point in said existing north right-of-way line of County Road 228;

**THENCE** with said existing north right-of-way line of County Road 228, S67°52'24"W a distance of 38.84 feet to said **POINT OF BEGINNING** and containing 0.328 acre.

**THE STATE OF TEXAS**

§  
§  
§

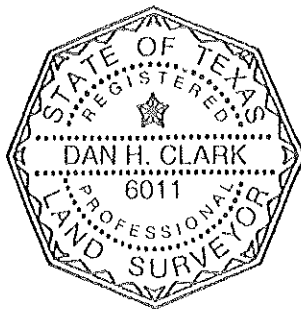
**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TRAVIS**

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of January 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of April 2009, A.D.

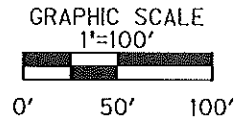
Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759



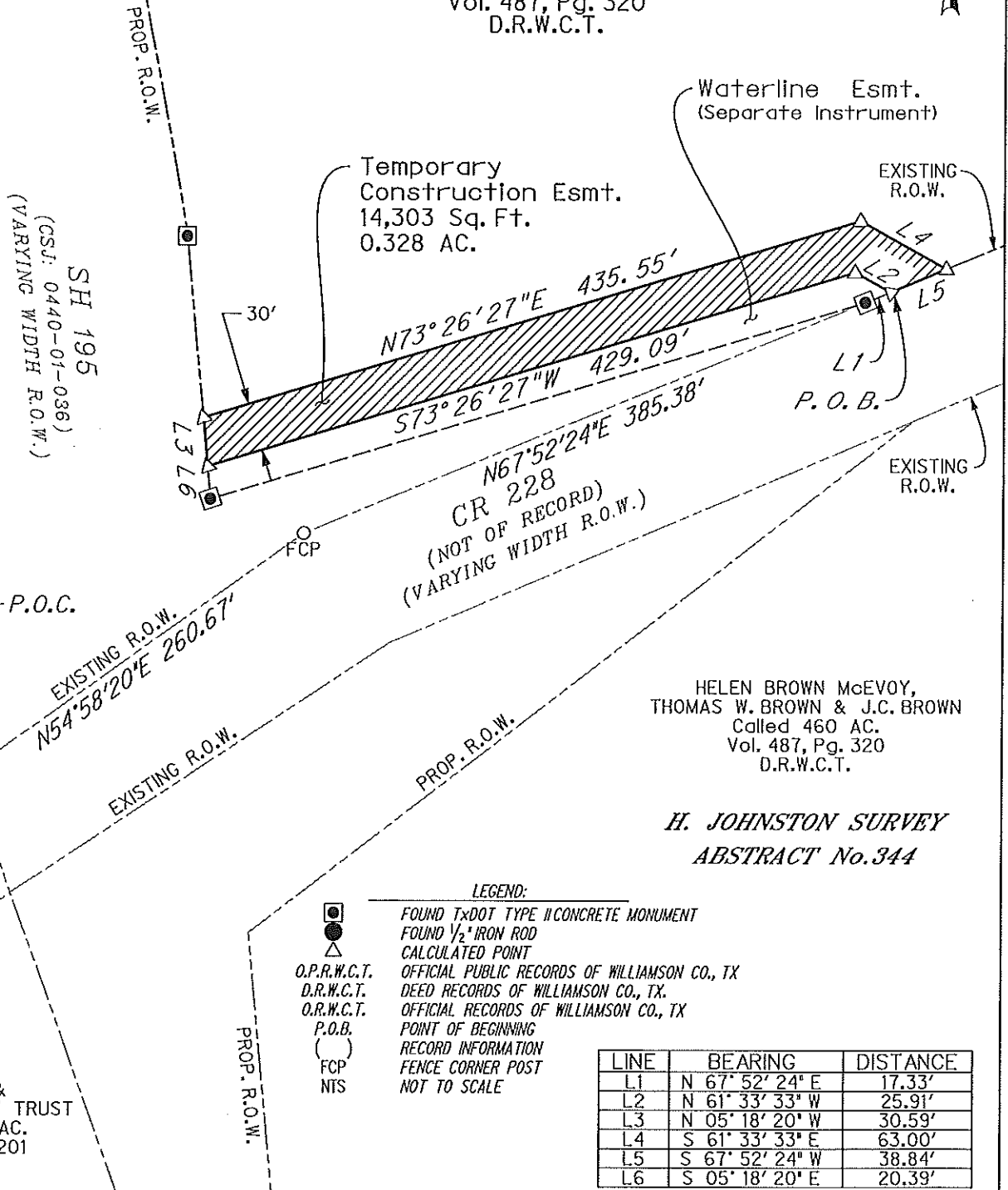
  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

**ADDITIONAL NOTES:**

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in January of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(PARCEL 4-TCE)-25221.dgn, dated April 27, 2009, AVO No. 25221.
3. See Texas Department of Transportation Right-of-Way map CSJ 0440-01-036 for detailed information regarding State Highway 195.



PARCEL 4  
HELEN BROWN McEVoy,  
THOMAS W. BROWN & J.C. BROWN  
Called 460 AC.  
Vol. 487, Pg. 320  
D.R.W.C.T.



HELEN BROWN McEVoy,  
THOMAS W. BROWN & J.C. BROWN  
Called 460 AC.  
Vol. 487, Pg. 320  
D.R.W.C.T.

H. JOHNSTON SURVEY  
ABSTRACT No. 344

THE THELMA &  
E.L. GYLEAN FAMILY TRUST  
Called 101.67 AC.  
Vol. 2297, Pg. 201  
D.R.W.C.T.



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

SH 195 UTILITY  
TEMPORARY CONSTRUCTION EASEMENT  
FOR PARCEL 4  
FLORENCE, TX

Project No.: 25221

Issued: 4/27/2009

Accompanying file Name:  
SV-LD-PARCEL 4-TCE-25221.doc

3 of 3

## Presbyterian Church Real Estate Contract - CR 104 (P1) Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with the Presbyterian Church for right-of-way needed on CR 104. (P1)

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Presbyterian Church RE Contract - CR 104 \(P1\)](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:27 AM  
Final Approval Date: 02/04/2010

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**REAL ESTATE CONTRACT**  
**CR 104 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by TRUSTEES OF THE AGNUS BRINKLUM TRUST UNDER THE WILL DATED MAY 18, 1933 (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 1.389 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 1); 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 THIRTY SIX THOUSAND ONE HUNDRED FOURTEEN and 00/100 Dollars (\$36,114.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of FIVE THOUSAND SIX HUNDRED THIRTY and 00/100 Dollars (\$5,630.00) for the purchase of any improvements or the replacement of fencing of Seller.

### Special Provisions, Additional Terms and Consideration

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, if necessary, 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.

2.02.1. As additional consideration for sale of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a maximum of two (2) asphalt driveway connections between the proposed CR104 roadway improvements and the remaining property of Seller. The driveways will be constructed as part of the CR104 construction project, and shall not exceed thirty (30) feet in width, and shall be located at roadway project stations and constructed in accordance with any notes or specifications as shown on the plan sheet in Exhibit "B" attached hereto and incorporated herein. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

### 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 February 26, 2010, 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.

#### 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 104 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.

*[signature page follows]*

**SELLER:**

TRUSTEES OF THE AGNES BRINKLUM  
TRUST UNDER THE WILL DATED MAY 18, 1933

By: [Signature] Address: 703 Church St  
Its: Trustee [Signature] Georgetown, Texas  
Date: JAN 31, 2010 1/31/2010 78626

**PURCHASER:**

County of Williamson

By: \_\_\_\_\_  
Dan A. Gattis, County Judge  
Date: \_\_\_\_\_

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

## Mason Possession and Use Agreement - US 183 (P21) Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Mark Mason regarding right-of-way on US 183. (P21)

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Mason PUA - US 183 \(P21\)](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:31 AM  
Final Approval Date: 02/04/2010

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## POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, MARK MASON, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 21), whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 183 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of FOUR HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED EIGHTY ONE AND 00/100 Dollars (\$448,381.00), which compensation amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other real property situated on Exhibit "A" or on the remainder property adjacent to Exhibit "A" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR'S request. Any award that exceeds \$448,381.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

*[signature page follows]*

Executed this the 22 day of JANUARY, 2010.

**GRANTOR:**

Mark Mason  
Mark Mason

Address: 114 circle drive  
UNIVERSAL CITY, TEXAS 78148

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
County Judge Dan A. Gattis  
Williamson County, Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 22 day of JANUARY, 2010 by Mark Mason, in the capacity and for the purposes and consideration recited herein.



Richard A. Doan  
Notary Public, State of Texas  
Printed Name: RICHARD A. DOAN  
My Commission Expires: 5-14-2011

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

After recording return to:

Don Childs  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

EXHIBIT 

**County:** Williamson  
**Parcel No.:** 21  
**Highway:** U.S. 183  
**Limits:** From: Riva Ridge Drive  
To: State Highway 29

**PROPERTY DESCRIPTION FOR PARCEL 21**

DESCRIPTION OF A 3.042 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 21.543 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MARK MASON, AS RECORDED IN DOCUMENT NO. 2007021744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.042 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 195+81.76, same being the south line of said 21.543 acre tract, and the north line of a called 38.24 acre tract of land, described in the deed to Emogene Champion, as recorded in Volume 595, Page 288, of the Deed Records of Williamson County, Texas, also being in the proposed east right-of-way line of said U.S. Highway 183, and the southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the east common corner of said 21.543 acre tract and said 38.24 acre tract, bears N 68° 55' 45" E, distance of 1722.91 feet;

**THENCE** leaving said proposed east right-of-way line, with the common line of said 21.543 acre tract and said 38.24 acre tract, S 68° 55' 45" W, a distance of 282.01 feet to the calculated west common corner of said 21.543 acre tract and said 38.24 acre tract, same being in the existing east right-of-way line of said U.S. Highway 183;

**THENCE** with said existing east right-of-way line, N 25° 04' 07" W, a distance of 469.38 feet to a 1/2-inch iron rod with a "3DS" cap found for a common west corner of said 21.53 acre tract and a called 19.758 acre tract of land, described in the deed to Michael W. Mason, as recorded in Document No. 2007021745, of the Official Public Records of Williamson County, Texas, same being the northwest corner of the tract described herein;

**THENCE** leaving said existing east right-of-way line with the north line of said 21.543 acre tract same being the south line of said 19.758 acre tract, N 69° 09' 35" E, a distance of 286.68 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 191+09.10, same being the northeast corner of the tract described herein, also being the proposed east right-of-way line of said U.S. Highway 183, from which a 1/2-inch iron rod found for the east common corner of said 21.543 acre tract and said 19.758 acre tract, bears N 69° 09' 35"E, a distance of 1754.75 feet;

**THENCE** leaving said common line with said proposed east right-of-line and crossing through the interior of said 21.543 acre tract with the arc of a curve to the left a distance of 467.94 feet, through a central angle of 01° 21' 15", having a radius of 19,800.00 feet, and whose chord bears S 24° 30' 30" E, a distance of 467.93 feet to the **POINT OF BEGINNING** and containing 3.042 acres of land, more or less.

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

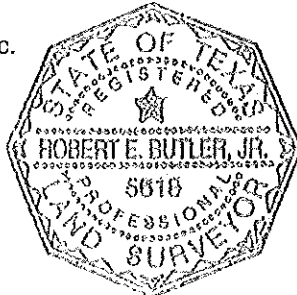
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

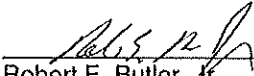
THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

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 12<sup>th</sup> day of September 2007.

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

PSta 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

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

100 0 50 100

GRAPHIC SCALE  
 SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68° 55' 45"E	1722.91'
(L1)	(N69° 50'E)	(2000.92')
[L1]	[N69° 09' 38"E]	[2004.26']

JOHN B. ROBINSON SURVEY  
 ABSTRACT NO. 521

MARK MASON  
 CALLED 21.543 ACRES  
 DOC. NO. 2007021744  
 O.P.R.W.C.TX.

DELTA = 01° 21' 15" R = 19,800.00'  
 T = 233.98' L = 467.94'  
 CB = S24° 30' 30"E CH = 467.93'

# 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
- DRW.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- ORW.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OPRW.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PRW.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

EMOGENE CHAMPION  
 CALLED 38.24 ACRES  
 VOL. 595, PG. 288  
 D.R.W.C.TX.

PROPOSED R.O.W. LINE

[N69° 09' 38"E 2041.26']  
 N69° 09' 35"E 1754.75'  
 [N69° 09' 38"E 2041.26']

191+09.10  
 200.00' LT

N69° 09' 35"E 286.68'

3.042 ACRES

U.S. 183 ENGINEER'S CENTERLINE

195+00

P.O.B.  
 195+81.76  
 200.00' LT

S68° 55' 45"W 282.01'

EXISTING R.O.W. LINE

N25° 04' 07"W 469.38'

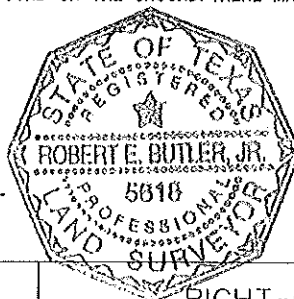
U.S. 183  
 (VARIABLE WIDTH R.O.W.)

## NOTES:

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

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

09/12/07  
 DATE



PAGE 3 OF 3  
 REF. FIELD NOTE NO. 4603R



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

RIGHT-OF-WAY SKETCH  
 PARCEL  
 21  
 WILLIAMSON COUNTY, TEXAS

## MBC Post Closing Agreement - US 183 (P8) Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute a Post Closing Agreement with Manor Business Center, Ltd. regarding right-of-way on US 183. (P8)

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [MBC Post Closing Agreement - US 183 \(P8\)](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:34 AM  
Final Approval Date: 02/04/2010

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## **POST CLOSING AGREEMENT**

STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON       §

KNOW ALL MEN BY THESE PRESENTS:

THIS Post Closing Agreement (“Agreement”) is made and entered into by and between MANOR BUSINESS CENTER, LTD. (“Seller”) and WILLIAMSON COUNTY, TEXAS (“Purchaser”).

WITNESSETH:

WHEREAS, simultaneously with the execution and delivery of this Agreement, Seller is executing and delivering to Purchaser a Special Warranty Deed granting and conveying to Purchaser the property described in EXHIBIT A attached hereto ( the “Property”); and

WHEREAS, Seller has and retains other property adjacent to or in close proximity to the Property (the “Retained Property”); and

WHEREAS, as a part of such sale, the parties have agreed to certain terms and provisions as set forth in a Real Estate Contract between those parties (the “Contract”).

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid by Purchaser to Seller, together with other good and valuable considerations paid by Purchaser to Seller, and Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree to the following terms and conditions:

1. Agreements. Purchaser and Seller have agreed, as a part of the conveyance of the Property, as follows:

- a. All existing culverts, if any, to be replaced at Seller's new property lines and road crossings by Purchaser at Purchaser's cost as part of the US 183 roadway widening project.
- b. The parties acknowledge that all cost which may be necessary to construct a retaining wall within, or to otherwise reconfigure, the detention pond existing on the Seller's remaining property is paid by Purchaser as a part of the Additional Compensation in Section 2.01.1 above, and Seller shall not seek any additional damages to the detention pond or remaining property as a result of the acquisition of the Property and construction of the proposed US 183 roadway improvements upon the Property purchased herein.

2. Continuation. Conveyance of the Property is not intended as, and shall not be construed as a merger between the conveyance and the Contract. All terms of the Contract not satisfied as of the date of the conveyance shall remain in full force and effect.

3. Binding Effect. The provisions of this Agreement shall be binding on the Property and shall inure to the benefit of the heirs, personal representatives, successors and assigns of each party hereto and to future owners of the Retained Property.

4. Miscellaneous. Whatever the context of this Agreement requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include all other genders. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Time is of the essence with respect to each and every matter pertaining to performance under this Agreement. Any terms used herein and not otherwise defined shall have the meanings attributed thereto as set forth in the Real Estate Contract between the parties hereto,

EXECUTED to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**SELLER:**

MANOR BUSINESS CENTER, LTD.

By:\_\_\_\_\_

Its:\_\_\_\_\_

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:\_\_\_\_\_

Dan A. Gattis  
County Judge

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

      This instrument was acknowledged before me by \_\_\_\_\_, on the \_\_\_\_\_  
day of \_\_\_\_\_, 2010, in the capacity and for the purposes and consideration  
recited herein.

\_\_\_\_\_  
Notary Public – State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

      This instrument was acknowledged before me by Dan A. Gattis, County Judge of  
Williamson County, Texas, on the \_\_\_ day of \_\_\_\_\_, 2010, in the capacity and for  
the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public – State of Texas

After recording, please return to:

## Somerset Closing Agreement - Parmer (P13) Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute a Closing Agreement with Somerset Hills, Ltd. regarding right-of-way on Parmer. (P13)

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Somerset Closing Agreement - Parmer \(P13\)](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:38 AM  
Final Approval Date: 02/04/2010

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STATE OF TEXAS

§

**CLOSING AGREEMENT**

COUNTY OF WILLIAMSON

§

THIS AGREEMENT is made between **SOMERSET HILLS, LTD.** a Texas corporation, Grantor (“Grantor”), and the **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, as Grantee (“Grantee”). We, the undersigned, are the Grantee and Grantor of the following-described real estate (the “Property”):

All of that certain 15.55 acre tract of land, more or less, out of and part of the L.P. Dychess Survey, Abstract No. 171 in Williamson County, Texas; and

All of that certain 51.41 acre tract of land, more or less, out of and part of the Fredrick Foy Survey, Abstract No. 229 in Williamson County, Texas; and

All of that certain 11.33 acre tract of land, more or less, out of and part of the Fredrick Foy Survey, Abstract No. 229 in Williamson County, Texas; and

All of that certain 10.8151 acre tract of land, more or less, out of and part of the Fredrick Foy Survey, Abstract No. 229 in Williamson County, Texas.

As part of the closing, and to consummate various agreements, the parties hereby make the following agreements, each of which shall survive closing. In every instance where the provisions of this instrument conflict with any other prior or contemporaneous agreement, either oral or written, between these parties, the provisions of this instrument shall control.

**1. VALUE OF PROPERTY / TITLE POLICY.** The parties agree that the value of the Property being donated is **\$285,232.32** (i.e. \$3,200.00 times 89.1351 acres). Grantor has paid the premium for an Owner’s Policy of Title Insurance for Grantee.

**2. PRORATIONS.** Notwithstanding anything to the contrary contained herein, any *ad valorem* taxes relating to 2010 and previous years shall be paid in full by Grantor; *ad valorem* taxes for 2010 shall not be prorated as of Closing, but if Grantee receives an invoice for 2010 *ad valorem* taxes, Grantor shall pay, on demand by Grantee, the 2010 taxes. The provisions of this section shall survive the closing of this transaction.

**3. COMPLIANCE AGREEMENT.** Each of the parties hereto agrees, upon the request of the Closing Agent, or upon the request of another party hereto, to fully cooperate and adjust for mistakes or errors in any and all closing documentation which is reasonably necessary or desirable to correct inadvertent mistakes or errors.

4. **CLOSING SURVIVAL.** The agreements, covenants, promises, and representations contained in this Agreement shall survive closing, and shall not be merged therein.

EXECUTED to be EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

**SOMERSET HILLS, LTD.**

A Texas Limited Partnership

BY: Somerset Hills Management II, LLC  
A Texas Limited Liability Company  
General Partner

BY: \_\_\_\_\_  
Albert V. Furman, Manager

By: \_\_\_\_\_  
Terry L. Wright, Manager

**GRANTEE:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

## Consultant for County facilities needs Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Bob Daigh  
**Department:** Unified Road System  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider and take appropriate action regarding the procurement of a consultant to assist in performing a County facilities needs assessment.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 02/04/2010 09:44 AM  
Final Approval Date: 02/04/2010

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## Landfill oversite contract Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Bob Daigh  
**Department:** Unified Road System  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Received landfill oversight update and take appropriate action regarding oversite contract.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 02/04/2010 09:39 AM  
Final Approval Date: 02/04/2010

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## Jester Annex

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Mary Clark      Started On: 01/26/2010 06:14 PM  
 Final Approval Date: 01/28/2010

## Courthouse Rental Policy Commissioners Court - Regular Session

Date: 02/09/2010  
Submitted By: Peggy Vasquez, County Judge  
Department: County Judge  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action regarding proposed revisions to the courthouse rental policy.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Draft Courthouse Rental Policy Edits](#)

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### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 02/02/2010 08:55 AM  
Final Approval Date: 02/02/2010

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**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

The Williamson Museum offers rentals of the restored Williamson County Courthouse including the Conference Room, District Courtroom, Commissioners Courtroom, and rotundas. All of the areas are available for social events and meetings Wednesday through Saturday from 9:00 am to 10:00 pm (**available times may be adjusted with prior approval from the Museum**). Other county facilities may be available for events and/or rentals for public use; ~~some are free of charge.~~

**DEPOSITS**

**Conference Room**

- A \$100 security deposit is required to hold specified date. ~~If no damage occurs to the property and the room is returned to the condition in which it was in when entered, it is refunded after event. The security deposit **does not** count as partial payment of rental fee.~~

**District Courtroom**

- A \$300 security deposit is required to hold specified date. ~~If no damage occurs to the property and the room is returned to the condition in which it was in when entered, it is refunded after event. The security deposit **does not** count as partial payment of rental fee.~~

**Commissioners Courtroom**

- A \$300 security deposit is required to hold specified date. ~~If no damage occurs to the property and the room is returned to the condition in which it was in when entered, it is refunded after event. The security deposit **does not** count as partial payment of rental fee.~~

**Rotundas**

- A \$100 security deposit is required to hold specified date. ~~If no damage occurs to the property and the room is returned to the condition in which it was in when entered, it is refunded after event. The security deposit **does not** count as partial payment of rental fee.~~

**Entire Courthouse (Conference Room, 2 Courtrooms, 3 Rotundas)**

- A \$400 security deposit is required to hold specified date. ~~If no damage occurs to the property and the room is returned to the condition in which it was in when entered, it is refunded after event. The security deposit **does not** count as partial payment of rental fee.~~
- **If no damage occurs to the property and the room is returned to the condition in which it was in when entered, security deposit is refunded after event. The security deposit **does not** count as partial payment of rental fee. This applies to all rooms listed above.**
- Reservations cannot be made more than 12 months in advance from when the contract is signed.
- Make checks payable to Williamson County Historical Museum
- Additional forms of payment for rental fees and deposits include VISA, Master Card, and American Express.

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- Any necessary security (see **SECURITY** below) for the event ~~will~~ **must** be scheduled by WCHM; however, the renter is responsible for the cost.
- ~~Make checks or money orders only for security fees payable to Williamson County General Fund.~~

**CAPACITY AND FEES**

**Conference Room**

- The Conference Room has a maximum capacity of 25 people, with table seating for 14.
- Rental fee is \$25 per hour. There is a two (2) hour minimum and four (4) hour maximum stay. If event goes over agreed time in this contract, a charge of \$25 per half-hour will be deducted from the deposit.
- Resident rate is \$21.25 per hour. Documentation of residency required.
- Non-profit rate is \$20 per hour. Documentation of status required to receive rate.

**District Courtroom**

- The District Courtroom has a maximum capacity of 200 people.
- Rental fee is \$150.00 per hour. If event goes over agreed time in contract, a charge of \$150 per half-hour will be deducted from deposit.
- ~~For an additional \$25.00 per hour, use of an adjacent changing room is available.~~
- Resident rate is \$127.50 per hour. Documentation of residency required.
- Non-profit rental rate is \$120 per hour. Documentation of status required to receive rate.

**Commissioners Courtroom**

- The Commissioners Courtroom has a maximum capacity of 100 people.
- Rental fee is \$100 per hour. If event goes over the agreed time in this contract, a charge of \$100 per half-hour will be deducted from deposit.
- Resident rate is \$85.00 per hour. Documentation of residency required.
- Non-profit rental rate is \$80 per hour. Documentation of status required to receive rate.

**Rotundas**

- Each rotunda has a maximum capacity of 50 people.
- Rental fee is \$75 per hour per floor. Use of two or more floors will be discounted. There is a two (2) hour minimum and four (4) hour maximum stay. If event goes over agreed time in this contract, a charge of \$75 per half-hour per floor will be deducted from the deposit.
- Resident rate is \$63.75 per hour. Documentation of residency required.
- Non-profit rental rate is \$60 per hour. Documentation of status required to receive rate.

**Entire Courthouse**

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- The entire courthouse has a capacity of 475 people.
- Rental fee is \$400.00 per hour for the entire courthouse including three (3) rotunda areas, Conference Room, District Court and Commissioner's Court. If event goes over agreed time in contract, a charge of \$200 per half-hour will be deducted from deposit.
- **Resident rate is \$340.00 per hour. Documentation of residency required.**
- **Non-profit rental rate is \$320 per hour. Documentation of status required to receive rate.**
- Rental time includes **all** set-up and tear down, **no exceptions**. Additional fees will be charged for hours necessary for **delivery**, set-up, clean up, rehearsals, or **any** other activities concerning the event.
- All rooms must be vacated at agreed upon time in the contract or overtime is charged. If overtime charge exceeds deposit fee **minus** any damage, renter will be billed for the balance, which is due 30 days after event.
- All rental fees are **due in full 30 days prior** to the scheduled event.

**CANCELLATION POLICY**

**Conference Room**

- \$50 of deposit will be returned if canceling 90 days or more prior to event. If canceling between 90 and 46 days, \$25 will be returned. ~~If canceling less than 46 days prior to event, renter will forfeit entire deposit of \$100.~~

**District Courtroom**

- \$150 of deposit will be returned if canceling 90 days or more prior to event. If canceling between 90 and 46 days prior to event, \$100 will be returned. ~~If canceling less than 46 days prior to event, renter will forfeit entire deposit of \$300.~~

**Commissioners Courtroom**

- \$150 of deposit will be returned if canceling 90 days or more prior to event. If canceling between 90 and 46 days prior to event, \$100 will be returned. ~~If canceling less than 46 days prior to event, renter will forfeit entire deposit of \$300.~~

**Rotundas**

- \$50 of deposit will be returned if canceling 90 days or more prior to event. If canceling between 90 and 46 days, \$25 will be returned. ~~If canceling less than 46 days prior to event, renter will forfeit entire deposit of \$100.~~

**Entire Courthouse**

- \$200 of deposit will be returned if canceling 90 days or more prior to event. If canceling between 90 and 46 days prior to event, \$100 will be returned. ~~If canceling less than 46 days prior to event, renter will forfeit entire deposit of \$400.~~

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- If canceling less than 45 days prior to the event, renter will forfeit entire deposit.
- Renter must give written notice to receive a refund of any rental fees. Rescheduled events will not require additional deposits. Any rescheduled event will be subject to availability.
- The County/Museum reserves the right to move, switch rooms, or cancel rental date(s)/room reservations in the event of unforeseen circumstances. If it is necessary for the County/Museum to cancel an event due to circumstances beyond their control, the deposit will be refunded in its entirety. All dates/times are subject to change.

## **SECURITY**

- ~~Please note that for groups over 75, a licensed Sheriff's Deputy at the event for security is mandatory.~~
- ~~Renter **must** provide licensed Sheriff's Deputy for any events taking place from 6:00 pm to 10:00 pm.~~
- For any event taking place from 5 pm-10 pm, or any time on weekends, a Deputy from the Williamson County Constable's Office is mandatory.
- If any type of alcoholic beverages will be served at the event, ~~the renter **must** provide licensed Sheriff's Deputy~~ a Constable's Deputy is required for the duration of the event.
- If a ~~licensed Sheriff's~~ Constable's Deputy is necessary for any event, WM will coordinate ~~with the Sheriff's Department for all~~ scheduling.
- ~~Sheriff's Deputies~~ Deputy's are billed at \$40 per hour (~~one~~ two hour minimum) above and beyond the rental of the courthouse facilities. ~~There is not a non-profit discount for security fees.~~
- ~~Some events may also require the presence of a Sheriff's Deputy Car, as well as a deputy (if alcohol is present or attendees number over 100). This will be determined on a case-by-case basis with Museum staff. Sheriff's Deputy Cars are an additional \$12 per hour (one hour minimum).~~
- ~~Renter will be invoiced for the cost of the licensed Sheriff's Deputy, and full payment is due at the same time the balance for facility rental is due.~~
- If event attendance exceeds 100, an additional Constable's Deputy is required at an additional \$40 per hour rate.

## **PREMISES AND PROPERTY**

- The courthouse is a public space and there may be public and office traffic during event.
- Use of the Williamson County Courthouse grounds for events is prohibited.
- Public restrooms are available for use during the event.
- No smoking, candles, or flame; however, supervised caterer flames are allowed.

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- The Museum/County has the right to deny any activity or equipment usage that could damage the Courthouse and/or its contents. The building must be considered as an artifact.
- Activities must be confined to the room or combination of rooms dedicated to the event. All additional space allowances are subject to additional fees.
- Weapons of any kind are not permitted in the Courthouse. Exceptions include Georgetown Police Officers, Williamson County officers, other recognized police and public safety officers, and Secret Service agents or other representatives as required and necessary and as designated by the Museum/County.
- Renter will not use the premises or property for any purpose activity or business other than what has been agreed to in writing.
- Renter will not deface or damage the Courthouse premises or property and will be responsible for any damages to the property by Renter or Renter's guests or representatives.
- The Museum/County assumes no responsibility for any loss or damage to any property owned by the Renter, guests, or other parties either in Courthouse or on the Courthouse grounds.
- All events, their attendees, caterers, entertainment, etc. must vacate the premises so that the building can be secured ~~no later than 10:00 pm~~ **by the original scheduled conclusion of the event.**
- No smoking is allowed in the building.
- No set-up closer than 2 feet from any wall.
- Sparklers are not allowed anywhere on the premises including porches or sidewalks.
- The Museum/County staff ***does not*** assist in setting up or dismantling of special events.

**DELIVERIES**

- All deliveries must be made during contracted hours of the event.
- All event deliveries must first be scheduled through the Museum/County office.
- Museum/County will not accept legal responsibility for deliveries, including food, beverage, equipment, or other properties brought into the Courthouse for rentals, either before, during or after contract hours.
- Museum/County is not responsible for the contents of deliveries, such as incorrect linens, flowers, etc.

**DECORATIONS**

- No stapling, taping or tacking of banners, decorations or other materials to any of the Courthouse's surfaces, furnishings, fixtures, walls or any areas of the building.
- No combustible materials, sparklers, water-related displays, smoke or fog machines allowed in the Courthouse.

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- No tinsel, glitter, confetti, rice, birdseed, hay, hay bales, helium-filled balloons, stickers or silly string may be used on the Courthouse premises. None of the above may be thrown at weddings inside or outside the Courthouse.
- Professional vendors may bring in balloons, but all balloons must be taken out of the Courthouse upon completion of the event.
- All decorations or items not owned by the Museum/County must be removed from the event space the day/evening of the event.
- No candles are allowed. Battery operated candles may be used.

## **ENTERTAINMENT**

- ~~The Courthouse is an historic building dating back to 1911. No amplified music or bands are allowed in the courthouse.~~
- Amplified music or bands are allowed in the courthouse but require written approval from the Museum and all appropriate City and County permits.

## **CATERING**

- The following rules and policies apply to any professional caterer and/or any persons bringing food and/or beverages into the Courthouse for any event.
- All food must be pre-approved ~~and adhere to the pre-set food guidelines:~~ by Museum staff.
- Please advise the Museum of your choice in caterer or your intent to bring in your own food/beverages before the final contract is signed.
- The Museum/County does not provide catering services, tables, chairs, or linens.
- The Museum/County staff **does not** assist in setting up or dismantling of special events.
- The renter will provide their own licensed caterer who is responsible for linens, china, silverware, and any other needs. The Museum's management must approve all caterers and asks that the renter consider one of the caterers from our preferred list, **available upon request.**
- Caterers must carry a minimum of \$1,000,000 commercial general liability listing Williamson County and the Williamson County Historical Museum as additional insured and indemnify the County against all liability. A copy of indemnification must be in the hands of the Museum two weeks before the event.
- Catering Policies and Procedures guidelines will be given to the client to forward to their caterer (or whoever is providing food for the event). The Museum/County reserves the right to refuse building access to any renter/caterer who violates these policies.
- **Cooking within the Courthouse is prohibited. Food must be cooked in advance and brought to the Courthouse.**
- **All liquids must be contained at all times. Ice sculptures are not allowed in the Courthouse.**

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- Renter/caterer bears responsibility for all costs associated with the use of independent and subcontractors.
- The renter/caterer must provide all appropriate dollies, hand trucks, or other moving equipment for the setup and removal of equipment and supplies.
- The renter/caterer is responsible for cleaning tables, floors, and other spaces utilized for the event and removing all trash incurred by activities of the event. ***Trash will need to be removed from the Courthouse premises and disposed of away from the building.*** Courthouse does not have a dumpster on premises.
- In the event of a spill of food or beverages that may stain, ***do not attempt to clean it up.*** Immediately ~~call the main office at 512-943-1670.~~ contact a Museum representative.

**ALCOHOLIC BEVERAGES**

- The renter/caterer must provide the Museum with ~~copies of Texas State Department of Health Certificate,~~ a certificate of Insurance for General Liability ~~and Off-site Liquor License~~ and all appropriate permits in compliance with TABC regulations.
- All alcoholic beverages must be served by a TABC licensed bartender.
- All alcohol to be sold on the premises must have appropriate TABC permit.
- ~~• Absolutely no alcohol may be brought into the Courthouse unless it is from a licensed caterer (see above). In addition, alcohol ***may not*** be sold on Courthouse premises.~~
- ~~• No red wine or other staining liquids/beverages are allowed in the Courthouse.~~
- ~~• Cooking within the Courthouse is prohibited. Food must be cooked in advance and brought to the Courthouse.~~
- ~~• The renter/caterer is responsible for cleaning tables, floors, and other spaces utilized for the event and removing all trash incurred by activities of the event. ***Trash will need to be removed from the Courthouse premises and disposed of away from the building.*** Courthouse does not have a dumpster on premises.~~
- ~~• In the event of a spill of food or beverages that may stain, ***do not attempt to clean it up.*** Immediately call the main office at 512-943-1670. contact a Museum representative.~~
- ~~• All liquids must be contained at all times. Ice sculptures are not allowed in the Courthouse.~~
- ~~• Renter/caterer bears responsibility for all costs associated with the use of independent and subcontractors.~~
- ~~• The renter/caterer must provide all appropriate dollies, hand trucks, or other moving equipment for the setup and removal of equipment and supplies.~~
- No kegs are allowed in the Courthouse.

**COMPLIANCE**

- The renter agrees that all activities will be conducted in compliance with all laws, regulations, and ordinances of the State of Texas, the City of Georgetown, and Williamson County.

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

- Persons attending a function while intoxicated or demonstrating unruly behavior may be detained by security. The Museum/County reserves the right to remove from its premises any person whose behavior is disruptive.
- Alcohol cannot be displayed or consumed in areas that the Museum/County has open to the general public **if rental occurs between Monday-Friday from 8am-5pm.**
- All food and beverages must remain within event area(s), and are strictly prohibited in other areas not included in the contract. Alcoholic beverages may not be taken outside of the designated area of use. TABC laws prohibit alcohol from being taken off the premises. No alcohol may be taken outdoors.
- Smoking is not permitted inside the Courthouse **or on balconies** at any time.
- To ensure the safety and security of the Courthouse and its contents as well as minimize liability to the renter, all non-event areas are off-limits to the renter and his/her guests unless advance arrangements have been made for entry to other levels/rooms and such arrangements are made in writing.

## **CONDUCT**

- In addition to complying with the other policies contained herein and your rental agreement, the renter and his/her guests and independent contractors must comply with all instructions and requests made by Museum/County staff and security concerning conduct during your event. Museum/County has the right to require the immediate removal from the Courthouse premises of any person who is causing a disturbance or engaging in any conduct that, in the sole discretion of the Museum/County's staff, is threatening or dangerous to people or property within the Courthouse. Museum/County is not responsible for any damages or delays caused by the removal of such a person.

## **PRE-EVENT SITE VISIT**

- Before the event takes place, the renter, event coordinator, caterer, and the Museum coordinator should have a site visit of the facilities to review the plans for the event and the Museum/County's guidelines.
- The site visit should include a discussion in detail of the plans for food, decoration, music, layout, placement of furniture, staffing levels, additional services, delivery, pick-up, and any other facet of the event affecting the Museum/County.
- Special attention should be given to pre-and post event activities such as set-up, cleaning, and pick-up of event-related materials.
- Museum/County staff is not responsible for day of services, such as event coordination.

By signing below, the authorized representative acknowledges that they have read and agree to all seven pages of the Policy and Procedures document provided by Williamson County Historical Museum and Williamson County.

**Renter Initials** \_\_\_\_\_

**WM Staff Initials** \_\_\_\_\_

**Williamson County Courthouse  
Rental and Special Event  
Policies and Procedures**

By: \_\_\_\_\_  
Authorized Rental Representative Signature Date

By: \_\_\_\_\_  
Museum Representative Signature Date

**Please provide contact information in case of problems, such as clean-up, rentals, pick-up, or items left behind.**

\_\_\_\_\_  
Name (printed) Phone Number

Renter Initials \_\_\_\_\_

WM Staff Initials \_\_\_\_\_

## PSYCHIATRIC MEDICAL SERVICES FOR THE WILLIAMSON COUNTY JAIL Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Kurt Showalter  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing advertising and setting date of March 2, 2010 at 2:00pm in the Purchasing Department to receive qualifications for PSYCHIATRIC MEDICAL SERVICES FOR THE WILLIAMSON COUNTY JAIL, RFQ # 10WCRFQ1003.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 02/04/2010 09:29 AM  
Final Approval Date: 02/04/2010

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## Authorizing advertisement and setting date for asphalt contracts for URS Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Kerstin Hancock, Purchasing  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider authorizing advertising and setting date of March 02, 2010 at 2:00pm in the Purchasing Department to receive bids for the following URS contracts: Asphalt Mixes, Asphalt Cement and Cut Back Asphalt and Asphalt Emulsions

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	02/04/2010 11:11 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/04/2010 03:17 PM	APRV
Form Started By: Kerstin Hancock			Started On: 02/04/2010 10:26 AM	
Final Approval Date: 02/04/2010				

## Victim's Assistance Donations, B/A, 2/9/10

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**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	\$100.00	01

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/02/2010 09:06 AM  
 Final Approval Date: 02/02/2010

## Victim's Assistance Donations, B/A, 2/9/10

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**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	\$100.00	01

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore  
 Started On: 02/02/2010 09:09 AM  
 Final Approval Date: 02/02/2010

**Park Donations, B/A, 2/9/10**  
**Commissioners Court - Regular Session**

**Date:** 02/09/2010  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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**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**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$890.74	01

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Lisa Moore  
Started On: 02/02/2010 09:12 AM  
Final Approval Date: 02/02/2010

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**Park Donations, B/A, 2/9/10**  
**Commissioners Court - Regular Session**

**Date:** 02/09/2010  
**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	\$890.74	01

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Lisa Moore      Started On: 02/02/2010 09:14 AM  
 Final Approval Date: 02/02/2010

## **TPMA Incentive Award Program, B/A, 2/9/10** **Commissioners Court - Regular Session**

**Date:** 02/09/2010  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues from the Texas Municipal Police Association (TPMA) Incentive Award for the Impaired Driver Mobilization Program. Commissioners' Court accepted the award on February 2nd, 2010:

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.333220	Pmts From Other Entities	\$4,000.00	01

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Lisa Moore  
 Started On: 02/04/2010 08:08 AM  
 Final Approval Date: 02/04/2010

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## **TMPA Incentive Award Program, B/A, 2/9/10** **Commissioners Court - Regular Session**

**Date:** 02/09/2010  
**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 the Texas Municipal Police Association (TMPA) Incentive Award for the Impaired Driver Mobilization Program approved in Commissioners' Court on February 2, 2010:

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0554.005700	Vehicles > \$5,000	\$4,000.00	01

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/04/2010 08:14 AM  
 Final Approval Date: 02/04/2010

## Discuss Real Estate Matters

### Commissioners Court - Regular Session

**Date:** 02/09/2010  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

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#### Information

##### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:
  - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
  - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line 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 for O'Connor Boulevard and 620 project.
  - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
  - g) Discuss proposed acquisition of property for proposed SH 29 project.
  - h) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Charlie Crossfield      Started On: 02/04/2010 10:46  
AM

Final Approval Date: 02/04/2010

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