

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 23RD, 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 – 10)

5. Discuss and consider approving a line item transfer for Constable Pct. #1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-003008	Const#1/LE equipment	1,600	
To	0100-0551-003002	Const#1/Vehicle equipment	1,600	

6. To discuss and take appropriate action on the approval of a Line Item Transfer for URS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005711	HEAVY EQPT.	\$2,000.00	

TO	0200-0210-005700	VEHICLES	\$2,000.00	
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7. Discuss and consider approving a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-004999	Miscellaneous	225.00	
To	0100-0499-003900	Membership	225.00	

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. Discuss and consider preliminary plat approval of Daum Estates, Pct. 4.
10. Discuss and consider final plat approval of Randall Subdivision, Pct. 4.

REGULAR AGENDA

11. Discuss and take appropriate action on road bond program.
12. Consider and take appropriate action regarding candidate CAMPO stimulus 2 projects.
13. Consider authorizing County Judge to execute a Possession and Use Agreement with Peggy Sue Simpson F/K/A Peggy Sue Brizendine and John Brizendine.
14. Consider authorizing County Judge to execute a Real Estate Contract with Thomas Dean Brizendine and Michelle Brizendine for right-of-way needed on SH 195. (P53)
15. Consider authorizing County Judge to execute a Real Estate Contract with Robert Bridges and Sharon F. Bridges for right-of-way needed on CR 138.
16. Consider authorizing the County Judge to execute a Possession & Use Agreement with the Walter and Jane Shepherd Family Trust for right of way needed to construct roadway improvements on CR 313.
17. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
18. Discuss and take appropriate action on purchase and installation of play equipment in Champion Park.
19. Discuss and take appropriate action on Work Authorization request (styled WCCF #2) covering Proposal for Georgetown Salamander (*Eurycea naufragia*) research for the Williamson County Conservation Foundation.

20. Discuss and take appropriate action on a Professional Services Agreement (PSA) for technical assistance in preparing written comments for the county in response to the Environmental Protection Agency's (EPA) proposed rules on ground level ozone as published in the Federal Register January 19, 2010.
21. Discuss and take action on Block House Creek Agreement
22. Consider approving the interlocal cooperative purchasing agreement between Williamson County and Hood County, Texas.
23. Consider authorizing advertising and setting date of April 13, 2010 at 2:00pm in the Purchasing Department to receive proposals for Food Services for the Williamson County Juvenile Services Facility
24. Consider awarding proposals received for Installation of Fiber Optic Cable to Close Network Loop, Proposal # 10WCP901, to the overall best proposal, Titus Systems, LP, with a contract total of \$88,529.00.
25. Consider authorizing advertising and setting date of March 17, 2010 at 11:00am in the Purchasing Department to receive bids for Traffic Signal Maintenance for Williamson County, Bid # 10WC807.

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)."

26. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)
 - 1) Proposed or potential purchase or lease of property by the County
 - Possible purchase of property for County facility or facilities location
 - 2) Proposed or potential purchase, lease or exchange of County-owned property
 - Possible sale of County real property

- 27.** 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 O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - f) Discuss proposed acquisition of property for proposed SH 29 project.
 - g) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - i) Discuss proposed acquisition of property for right-of-way on CR 175 from the intersection at CR 177 to RM 2243.
 - j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
 - k) Discuss proposed acquisition of property for right-of-way on CR 313.
 - l) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
 - m) Discuss proposed acquisition of property for right-of-way on CR 138.
- 28.** Possible Purchase or Lease of Property by the County or Sale or Lease of County-Owned Property by the County
- 29.** Discuss and take appropriate action on real estate.
- 30.** Comments from Commissioners.

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 _____, 2010 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: 02/23/2010
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1

Background

To cover the expense of purchasing additional emergency lights for three new Tahoe's.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-003008	Const#1/LE equipment	1,600	
To	0100-0551-003002	Const#1/Vehicle equipment	1,600	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/17/2010 02:37 PM	APRV
4	Budget	Ashlie Koenig	02/18/2010 10:09 AM	APRV

Form Started By: Mike Turek
 Started On: 02/16/2010 10:54 AM
 Final Approval Date: 02/18/2010

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

Date: 02/23/2010
Submitted By: Lydia Linden, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

To discuss and take appropriate action on the approval of a Line Item Transfer for URS

Background

This is for the purchase of a truck for the sign crew, replacing an older truck they currently have that will be auctioned

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005711	HEAVY EQPT.	\$2,000.00	
TO	0200-0210-005700	VEHICLES	\$2,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/18/2010 10:03 AM	APRV
4	Budget	Ashlie Koenig	02/18/2010 10:10 AM	APRV

Form Started By: Lydia Linden
 Started On: 02/18/2010 09:57 AM
 Final Approval Date: 02/18/2010

Consider line item transfer from Tax Assessor/Collector Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Tax Assessor/Collector.

Background

The Accounting Manager completed a rigorous one week course to earn the title of County Investment Officer. The membership dues are \$225.00 per year which were not considered in this fiscal year's budget. They have been noted for next year's budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-004999	Miscellaneous	225.00	
To	0100-0499-003900	Membership	225.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kathryn Morehouse
 Started On: 02/10/2010 03:36 PM
 Final Approval Date: 02/11/2010

Asset Transfers

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Kerstin Hancock, 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)	Kerstin Hancock	02/17/2010 02:03 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/17/2010 02:37 PM	APRV
Form Started By: Kerstin Hancock			Started On: 02/17/2010 10:05 AM	
Final Approval Date: 02/17/2010				

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	lateral filing cabinets	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): CSCD/Adult Probation

Transferor - Elected Official/Department Head/

Authorized Staff:

Marty Griffith

Print Name

Signature

Contact Person:

Kathy Blankenship

Print Name

943-3517

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Tammy Mc Culley

Print Name

Signature

Contact Person:

Print Name

943-1455

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
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	See 2nd page for items			

Parties involved:**FROM** (Transferor Department): Auditor's Office**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Julie Kiley

Print Name

Print Name

Signature

Date

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Quantity	Description	Serial #	County tag	Condition of Assets
1	Dell Monitor	CN-OY4299-71618-591-CAJ1		working
1	Dell Monitor	CN-OY4299-71618-591-CAGH		working
1	Dell Monitor	CN-OY6642-71618-58N-AE9L		working
1	Dell Monitor	CN-OY4299-71618-591-CAG3		working
6	Keyboards			working
4	mice			working
4	speaker sets			working
2	laptop batteries			working
1	Dell docking station	CN-0P8129-48643-59N-5160		working
1	Dell docking station	CN-0P8129-48643-59N-5274		working
2	laptop bags			working
1	Dell Latitude D810 laptop	4GN6N81	CO0994	working
1	Dell Latitude D810 laptop	HGN6N81	CO0995	working
1	Dell Optiplex GX520	C2BLN81		working
1	Dell Optiplex GX520	G2BLN81		working
1	Dell Optiplex GX520	GN2V3C1		working
1	Dell Optiplex GX520	D2BLN81		working
1	Dell Optiplex GX520	H2BLN81		working
1	HP Officejet Pro K550	MY61N312SW		non-working

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, Unknown)
1	laptop, Dell Inspiron 5150, Mod# PP08L	CN-OW940-12961-45J, Service Tag DMHT051	C01564	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

943-1599

Signature

Date Phone Number

02-08-2010

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2003 Orion Television Model # TV1334A	SN#053230413555A	no tag#	Non-Working

Parties involved:

FROM (Transferor Department): 570- Corrections/Inmate Trust Fund

* COMMISSARY *

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

L.C. Marshall

Maria Barraza 01-25-10

Print Name

Print Name

Signature

Date +1 (512) 943-1324

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell Computer & Monitor, Optiplex GX 520	54MXW81	C01023	Working
1	Dell Computer & Monitor, Optiplex GX 520	24MXW81	C01006	Working

Parties involved:

FROM (Transferor Department): COUNTY COURT AT LAW 4 (0429)

Transferor - Elected Official/Department Head/

Authorized Staff:

JOHN B. MCMASTER

Print Name

Contact Person:

DAVID TRISTAN

Print Name

Signature

February 10, 2010

Date

+1 (512) 943-1683

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Tony Hill

Print Name

+1 (512) 943-1488

Phone Number

Print Name

Signature

Date

* 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 _____

Preliminary Plat Daum Estates Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of Daum Esates, Pct. 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Projects Daum Estates](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 02/18/2010 10:21 AM
Final Approval Date: 02/18/2010

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

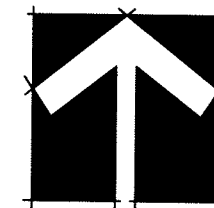
TOTAL ACRES: 26.71 ACRES
NO. OF LOTS: 11 LOTS
NO. OF BLOCKS: 2
AREA OF SMALLEST RESIDENTIAL LOT: 2.50 ACRES
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

OWNER: Janet Elizabeth Daum
 2903 Ledgeside Court
 Katy, TX 77494
 (512) 630-5981
 FAX: N/A
 Michael Hutka
 106 Meadow Lark Circle
 Georgetown, TX 78626
 (512) 863-4271
 FAX: N/A
 Chester Beam
 PO Box 54
 Weir, TX 78674
 (512) 922-3286
 FAX: N/A

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

ENGINEER:

Couller 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

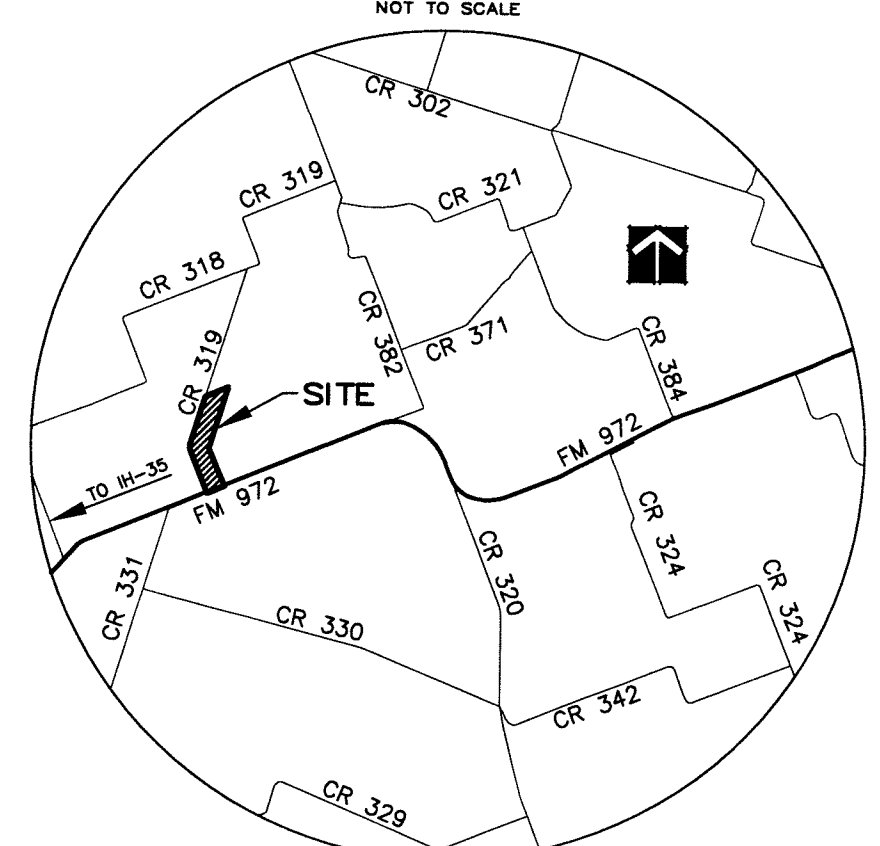
LINE TABLE

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'

CURVE 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

SITE MAP
 NOT TO SCALE



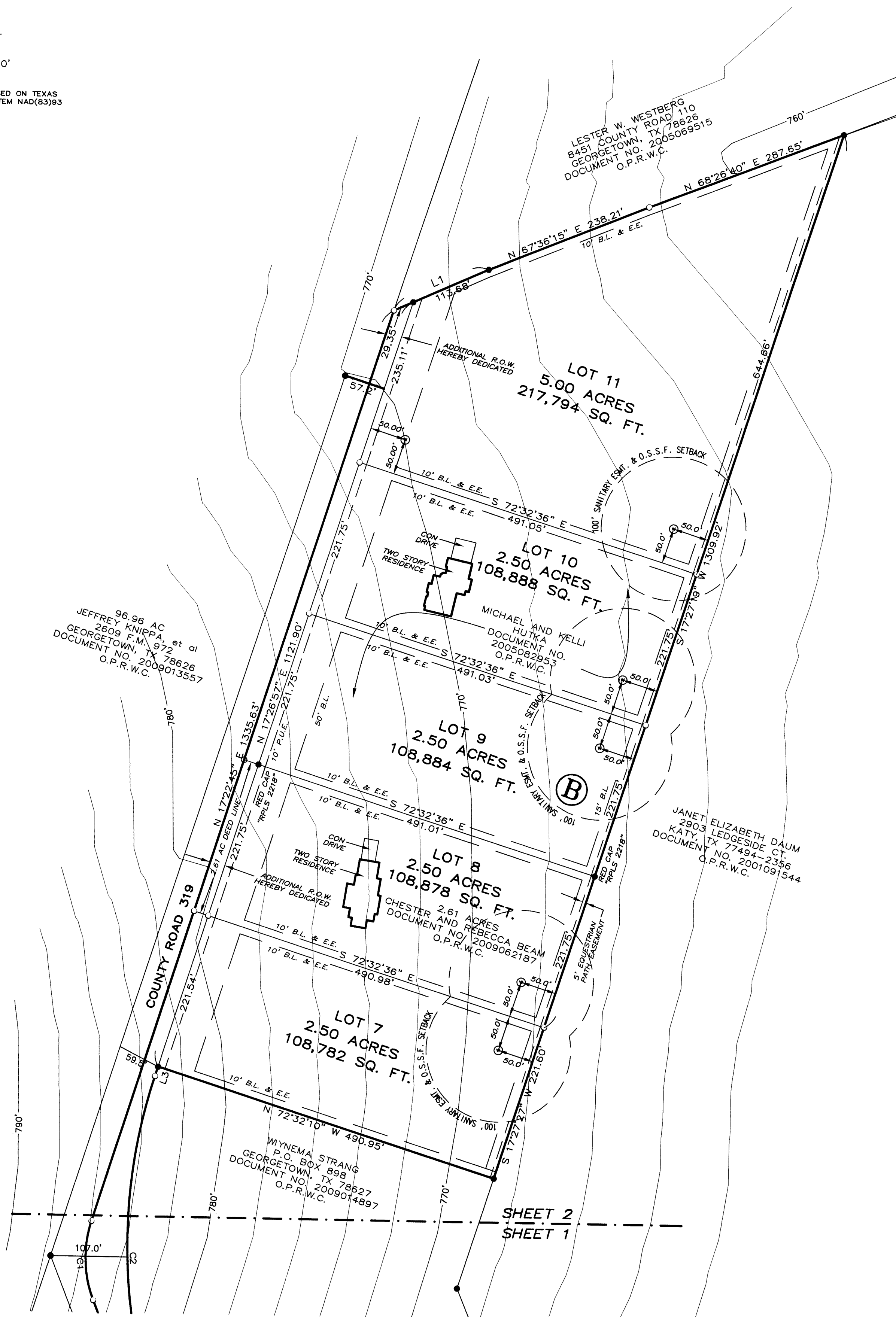
LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD."
⊙	PROPOSED WELL SITE
B.L.	BUILDING SETBACK LINE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.

Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET

1
 OF
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BEARINGS CITED HEREON BASED ON TEXAS
STATE PLANE COORDINATE SYTEM NAD(83)93



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

2

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

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 in 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, lc 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 Wiyneema Strang 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 Strang tract to a ½" iron pin found for the northwest corner of said Strang tract and an angle point of this tract;
4. S 17°22'41" W 14.10 feet with the west line of said Strang 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 Strang 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, lc 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 Strang tract and the east line of this tract to a ½" iron pin found for the southwest corner of said Strang tract and an angle point of this tract;
7. N 68°05'05" E 458.87 feet with the south line of said Strang tract and the east line of this tract to a ½" iron pin found for the southeast corner of said Strang tract and an angle point of this tract,
8. S 22°50'38" 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.

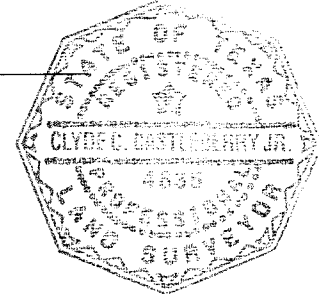
SURVEYOR'S CERTIFICATION:

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

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
CLYDE C. CASTLEBERRY, JR. REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

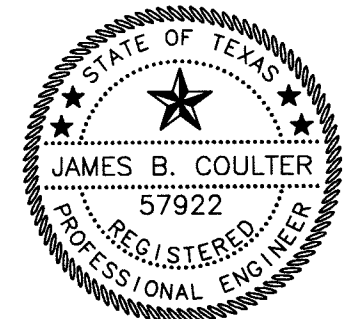


ENGINEER'S CERTIFICATION:

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

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



	Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628 (512) 930-1800/(512) 930-9389 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 WILLIAMSON § 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. 2001091544, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON 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 WILLIAMSON §

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 WILLIAMSON 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 WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:
MY COMMISSION EXPIRES:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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 WILLIAMSON 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.

CHESTER BEAM
PO BOX 54
WEIR, TX 78674

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.

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 WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
4. LOTS ARE TO BE SERVED BY PRIVATE WELLS AND OSSF'S.
5. ALL DRIVEWAYS SHALL BE DIP-TYPE.

MAIL 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 WILLIAMSON COUNTY.

WILLIAMSON COUNTY 911 ADDRESSING:

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

WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON 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 WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

DATE

COUNTY JUDGE'S APPROVAL:

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

I, DAN A. GATTIS, SR., COUNTY JUDGE OF WILLIAMSON 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 WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, SR., COUNTY JUDGE DATE APPROVED DATE SIGNED
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S APPROVAL:

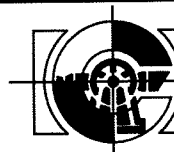
STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS;

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

BY: _____ DEPUTY



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1800/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

4

OF

4

Final Plat Randall Subdivision Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval of Randall Subdivision, Pct. 4.

Background

Fiscal Impact

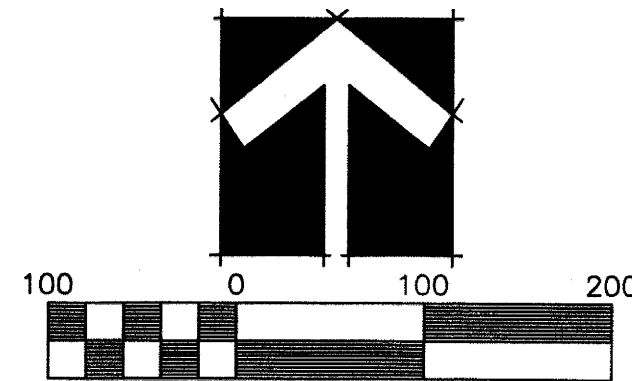
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Projects Randall Subdivision](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 02/18/2010 10:44 AM
Final Approval Date: 02/18/2010



RECORDS BASED ON DOC. NO. 9641778
O.P.R.W.C. UNLESS NOTED

Bearings cited hereon based on a calculated line from a 1/2" iron pin found for the northeast corner of Bacon tract to a 1/2" iron pin found for the most easterly southwest corner of said Bacon tract being the southwest corner of subject Randall tract having a call of N 01°49'30" E 1404.93 feet as calculated from record data and a found distance of 1404.89 feet.

FINAL PLAT OF RANDALL SUBDIVISION 3.14 ACRES OUT OF THE JOHN DYKES SURVEY, ABSTRACT No. 187, WILLIAMSON COUNTY, TEXAS

TOTAL ACRES: 3.14 ACRES

NO. OF LOTS: 1 LOTS

NO. OF BLOCKS: 1

AREA OF SMALLEST
RESIDENTIAL LOT: 3.01 ACRES

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

OWNER: STEVE RANDALL
P.O. BOX 728
HUTTO, TX 78634

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

ENGINEER:

Couller Engineering

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

PERIMETER FIELD NOTES:

3.14 ACRES

BEING 3.14 acres out of the John Dykes Survey, Abstract No.187, Williamson County, Texas and being a portion of that tract described as 137.786 acres in a Warranty Deed with Vendor's Lien granted to Seven Randall, et ux, dated August 5, 1996 and recorded as Document No. 9641778 of the Deed Records of Williamson County, Texas and further described by metes and bounds as follows:

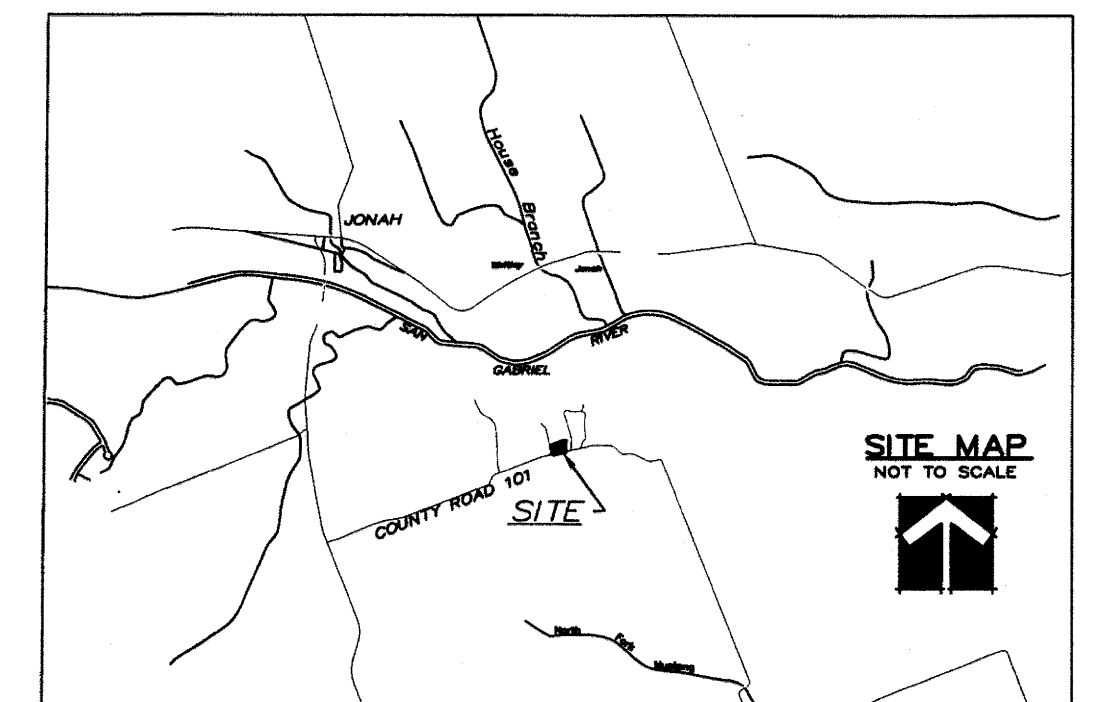
BEGINNING at a 1/2" iron pin found in the north margin of County Road 101 for the southeast corner of that tract described as 10.50 acres in a Warranty Deed with Vendor's Lien granted to Peter K. Bacon et ux, dated February 17, 2005 and recorded as Document No. 2005029746 of the Official Public Records of Williamson County, Texas for the southwest corner of said Randall tract and this tract;

THENCE: N 19°00'04" W 286.52 feet with the east line of said Bacon tract and the west line of said Randall tract and this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for an inside ell corner of said Bacon tract and an angle point in said Randall tract for the northwest corner of this tract;

THENCE: N 71°45'00" E 505.83 feet into said Randall tract with the north line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS,LTD" set for the northeast corner of this tract;

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

1. S 08°55'04" W 138.23 feet to a 1/2" iron pin found for an angle point of this tract,
2. S 03°16'16" E 222.72 feet to a 1/2" iron pin found in the north margin of said County Road 101 and the south line of said Randall tract for the southeast corner of this tract;
3. THENCE: S 79°27'40" W 384.88 feet with the north margin of said County Road 101 and the south line of said Randall tract and this tract to the POINT OF BEGINNING



SITE MAP
NOT TO SCALE



LEGAL DESCRIPTION:

RANDALL SUBDIVISION - 3.14 ACRES

All that tract or parcel of land being 3.14 acres out of the John Dykes Survey, Abstract No.187, Williamson County, Texas and being a portion of that tract described as 137.786 acres in a Warranty Deed with Vendor's Lien granted to Seven Randall, et ux, dated August 5, 1996 and recorded as Document No. 9641778 of the Deed Records of Williamson County, Texas.

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD."
⊙	PROPOSED WELL SITE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
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SHEET

1 OF 2

FINAL PLAT OF
RANDALL SUBDIVISION
3.14 ACRES OUT OF THE JOHN DYKES SURVEY, ABSTRACT No. 187,
WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT STEVE RANDALL, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING A PORTION OF THAT TRACT DESCRIBED IN DOCUMENT NO. 9641778, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, I DO HEREBY APPROVE THE RELOCATION 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 RANDALL SUBDIVISION.

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 ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

Steve Randall
STEVE RANDALL
P.O. BOX 728
HUTTO, TX, 78634

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 10th DAY OF February, 2013, PERSONALLY APPEARED Steve Randall, 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.

Debbie Chelf
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 WILLIAMSON §
§ KNOW ALL MEN BY THESE PRESENTS:

THAT RITA RANDALL, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING A PORTION OF THAT TRACT DESCRIBED IN DOCUMENT NO. 9641778, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RELOCATION 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 RANDALL SUBDIVISION.

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 ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

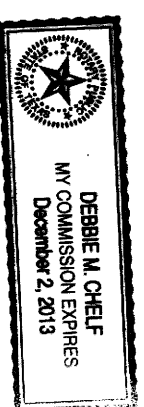
Rita Randall
RITA RANDALL
P.O. BOX 728
HUTTO, TX, 78634

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 10th DAY OF February, 2013, PERSONALLY APPEARED Rita Randall, 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.

Debbie Chelf
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES



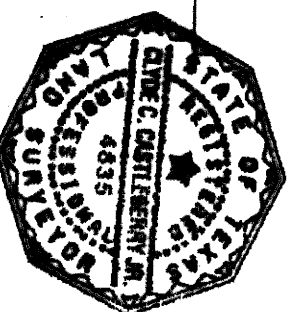
SURVEYOR'S CERTIFICATION:

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

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, OR 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.
CLYDE C. CASTLEBERRY JR.
DATE 1/28/10
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS



ENGINEER'S CERTIFICATION:

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

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 PART OF THIS SUBDIVISION IS ENCOMPALED BY ANY SPECIAL FLOOD HAZARD AREAS BOUNDARIED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48010305 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

James B. Coulter
JAMES B. COULTER
DATE 2 Feb 2010
REGISTERED PROFESSIONAL ENGINEER NO. 57922
STATE OF TEXAS



ROAD WORKING:
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 ASSUMES ALL LIABILITY OWING TO THE DEFECTS OR NEGLIGENCE, AND EMPLOYEES HAVING BEEN PLACED ON THE PROPERTY TO PROPERTY 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.

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 ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
2. 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 WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATOR.
3. WATER AND WASTEWATER ARE TO BE SERVED BY CENSUUS TRAIL P.U.D. AND OSSF'S.
4. ALL DRIVEWAYS SHALL BE DIP-TYPE.
5. NO LOT IN THIS SUBDIVISION IS ENCOMPALED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48010305 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
7. SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATOR.

OWNER'S 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 EASEMENTS 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.

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (FLOOD), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A 5513.11-313.15. THIS CERTIFICATION IS MADE SUBJECT TO THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DEPARTMENT AND WILLIAMSON COUNTY, TEXAS, SHALL BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Pablo Pinto
PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES
DATE 2/2/10

COUNTY JUDGE'S APPROVAL:

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

I, DAN A. GATTIS, SR., COUNTY JUDGE OF WILLIAMSON 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 WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, SR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
DATE APPROVED
DATE SIGNED

LIEN FREE RIGHT OF WAY:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 2 DAY OF FEB 2010 A.D.

Michaela
WILLIAMSON COUNTY ADDRESS COORDINATOR

MAIL BOXES:

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

COUNTY CLERK'S APPROVAL:

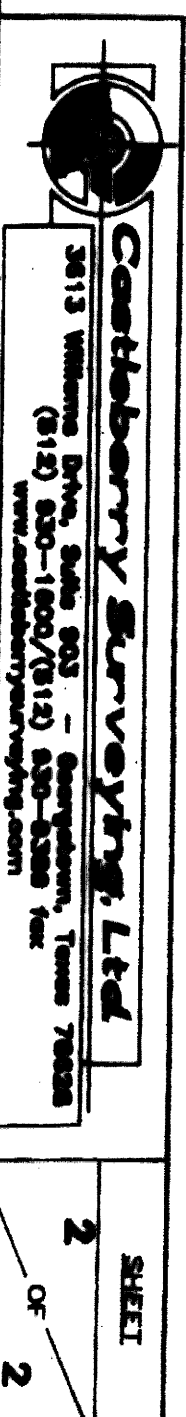
STATE OF TEXAS
COUNTY OF WILLIAMSON §
§ KNOW ALL MEN BY THESE PRESENTS:

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

BY: _____ DEPUTY



CAMPO Stimulus 2 Projects

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Bob Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding candidate CAMPO stimulus 2 projects.

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: Nickey Lawrence
Started On: 02/18/2010 09:28 AM
Final Approval Date: 02/18/2010

Simpson-Brizendine Possession and Use Agreement - SH 195 (P52) Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Peggy Sue Simpson F/K/A Peggy Sue Brizendine and John Brizendine.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Simpson-Brizendine PUA - SH 195 \(P52\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/18/2010 10:24 AM
Final Approval Date: 02/18/2010

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Project No.: SH 195

§

Parcel No.: 52

COUNTY OF WILLIAMSON

§

CSJ No.: 0440-01-037

This agreement, effective the _____ day of _____, 2009, between the State of Texas, acting by and through Williamson County (collectively the "State"), and PEGGY SUE SIMPSON I/K/A PEGGY SUE BRIZENDINE and JOHN BRIZENDINE (the "Grantor(s)"), grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. SH 195. The property involved is described more fully in field notes and plat map (attached hereto as Exhibits "A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this Irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of Two Hundred Fifty Thousand One Hundred Forty Six and 00/100 Dollars (\$250,146.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment as set out in paragraph 3 below. The parties agree that the sum tendered represents approximately 90% of the State's current approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The compensation shall be paid by State to Georgetown Title Company, to be held in escrow until completion of the release or other satisfaction of any title curative matters as shown on Schedule C of State's Title Commitment GF800063700, Dated May 1, 2009, for the acquisition of the Property described herein. Any remaining funds shall be disbursed to Grantors after the completion of the requirements of this paragraph, and after receipt of a written agreement between the Grantors settling out the amount to be paid to each party. Grantors further warrant that no other person or corporation owns an interest in the fee title to the Property.

The Grantor(s) further agree(s) to indemnify the State from all unreleased or undiscovered liens, claims or encumbrances affecting the Property.

4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within sixty (60) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property if requested by Grantor. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for negotiation or eminent domain proceeding purposes, will be the date on which payment was tendered to the Grantor(s) pursuant to paragraph two above.
6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE _____ DAY OF _____, 2010.

Grantors:

Peggy Sue Simpson f/k/a
Peggy Sue Brizendine


John Brizendine

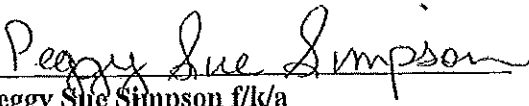
ACCEPTED AND AGREED TO BY WILLIAMSON COUNTY, THIS THE _____ DAY OF
SEPTEMBER, 2010.

Dan A. Gattis
County Judge

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE _____ DAY OF _____, 2010.

Grantors:


Peggy Sue Simpson f/k/a
Peggy Sue Brizendine

John Brizendine

ACCEPTED AND AGREED TO BY WILLIAMSON COUNTY, THIS THE _____ DAY OF SEPTEMBER, 2010.

Dan A. Gattis
County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on February 15, 2009 by
Peggy Sue Simpson f/k/a Peggy Sue Brizendine, in the capacity and for the purposes and
consideration recited herein.



Susan P. Woodrow
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
John Brizendine, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration
recited herein.

Notary Public's Signature

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
Peggy Sue Simpson f/i/a Peggy Sue Brizendine, in the capacity and for the purposes and
consideration recited herein.

Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on Feb. 12, 2010 by
John Brizendine, in the capacity and for the purposes and consideration recited herein.





Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration
recited herein.

Notary Public's Signature

Brizendine Real Estate Contract - SH 195 (P53)
Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing County Judge to execute a Real Estate Contract with Thomas Dean Brizendine and Michelle Brizendine for right-of-way needed on SH 195. (P53)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Brizendine RE Contract - SH 195 \(P53\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/18/2010 10:39 AM
Final Approval Date: 02/18/2010

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 6.250 acre tract of land, more or less, out of the M. Wells Survey, Abstract No. 646, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 53, part 1); and

All of that certain 1.578 acre tract of land, more or less, out of the M. Wells Survey, Abstract No. 646, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 53, part 2)

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

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHTY and 00/100 Dollars (\$78,280.00).

2.01.1. As additional compensation Purchaser shall pay the amount of EIGHTY THOUSAND SEVEN HUNDRED TWENTY and 00/100 Dollars (\$8,720.00) as payment for any improvements, replacement of any fencing or other damages to the remaining property of Seller. T.B.
MB.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Seller shall complete any relocation or replacement of fencing which is necessary and required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities by Purchaser or otherwise allow Seller's animals on the Property acquired by Purchaser.

Payment of Purchase Price and Additional Compensation

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

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

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Georgetown Title Company on or before March 10, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A-B", free and clear of any and all liens and restrictions, except for the following:

- (a) Pro-rated general real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

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

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

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

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

ARTICLE VII BREACH BY SELLER

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

ARTICLE VIII BREACH BY PURCHASER

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

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

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

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County

SELLER:

Thomas Dean Brizendine
Thomas Dean Brizendine

Date: 2-15-10

Address: P.O. Box 544
Florence TX 76527

Michelle Brizendine
Michelle Brizendine

Date: 2/15/10

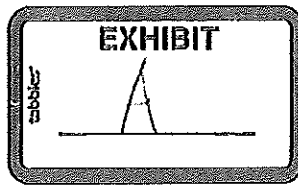
Address: P.O. BOX 544
Flower TX 76527

PURCHASER:

County of Williamson

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

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



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 53 Part 1

BEING a 6.250 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of a tract of land described as 14.17 acres conveyed from Terry Lynn Brizendine to Thomas Dean Brizendine by deed dated October 9, 2000 and recorded in Document No. 2000072138 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 302.77 feet left of Proposed Baseline Station 1065+80.24, for the southwest corner of a tract of land described as 10.00 acres conveyed from Stuart A. Spradley to Toni M. Raimondo by deed dated July 05, 1991 and recorded in Volume 2034, Page 722 of the Williamson County Deed Records and on the north line of a tract of land described as 44.00 acres conveyed from Mike Greene to Paul Ray Ward and wife, Janice Kay Ward, by deed dated March 29, 2002 and recorded in Document No. 2002024622 of the Williamson County Deed Records;

THENCE South $68^{\circ} 32' 54''$ West a distance of 19.64 feet, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 283.30 feet left of Proposed Baseline Station 1065+77.65, for the POINT OF BEGINNING;

- (1) THENCE South $68^{\circ} 32' 54''$ West a distance of 519.26 feet, along the south line of said 14.17 acre tract and the north line of said 44.00 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 231.44 feet right of Proposed Baseline Station 1065+09.27;
- (2) THENCE North $25^{\circ} 30' 50''$ West a distance of 621.51 feet, along the proposed west right-of-way line of State Highway 195 and a Control of Access line, crossing said 14.17 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 193.44 feet right of Proposed Baseline Station 1058+88.92;
- (3) THENCE North $68^{\circ} 50' 54''$ East a distance of 417.73 feet, along the north line of said 14.17 acre tract and the south line of a tract of land described as 10.5 acres conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed dated August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 220.36 feet left of Proposed Baseline Station 1059+46.10;

- (4) THENCE South $25^{\circ} 43' 40''$ East a distance of 354.48 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west line of an access road, and a Control of Access line, crossing said 14.17 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 200.00 feet left of Proposed Baseline Station 1063+00.00;
- (5) THENCE South $45^{\circ} 43' 06''$ East a distance of 289.88 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west line of said access road, and said Control of Access line, to the POINT OF BEGINNING and containing 6.250 acres of land.

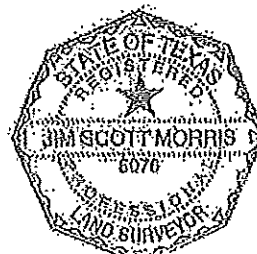
Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

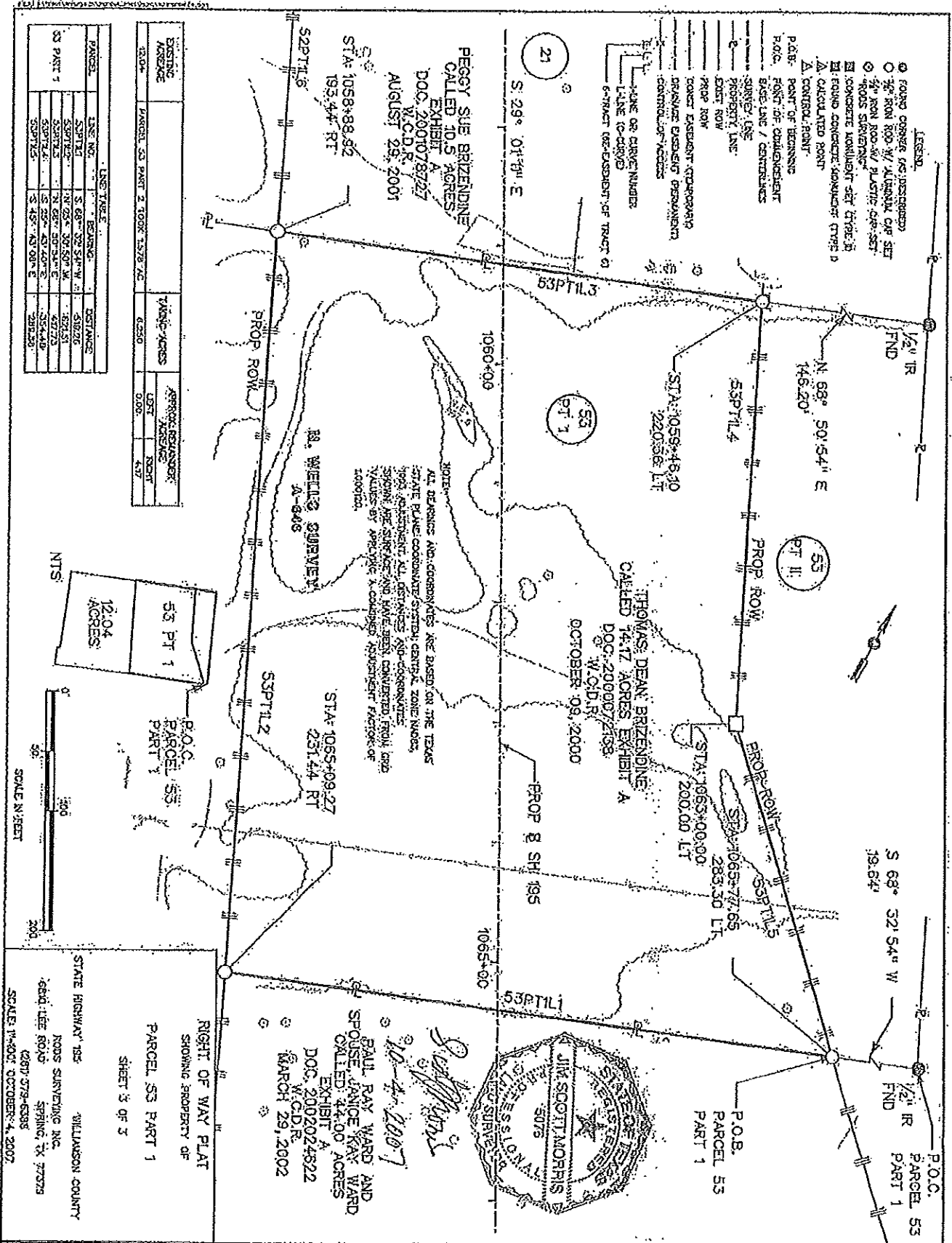
Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

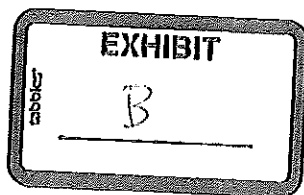
A plat of even survey date herewith accompanies this property description.

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

Scott Morris 10-4-2007
Scott Morris, Registered Professional Land Surveyor, No. 5076 Date:







Page 1 of 3 Pages
October 4, 2007

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSI: 0440-01-037

Property Description
for Parcel 53 Part 2

BEING a 1.578 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of a tract of land described as 14.17 acres conveyed from Terry Lynn Brizendine to Thomas Dean Brizendine by deed dated October 9, 2000 and recorded in Document No. 2000072138 of the Williamson County Deed Records.

BEGINNING at a found 1/2 inch iron rod, being 302.77 feet left of Proposed Baseline Station 1065+80.24, for the southeast corner of said 14.17 acre tract, the southwest corner of a tract of land described as 10.00 acres conveyed from Stuart A. Spradley to Toni M. Raimondo by deed dated July 05, 1991 and recorded in Volume 2034, Page 722 of the Williamson County Deed Records, and on the north line of a tract of land described as 44.00 acres conveyed from Mike Greene to Paul Ray Ward and wife, Janice Kay Ward, by deed dated March 29, 2002 and recorded in Document No. 2002024622 of the Williamson County Deed Records;

- (1) THENCE South 68° 32' 54" West a distance of 19.64 feet, along the south line of said 14.17 acre tract and the north line of said 44.00 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 283.30 feet left of Proposed Baseline Station 1065+77.65;
- (2) THENCE North 45° 43' 06" West a distance of 289.88 feet, along the proposed east right-of-way line of State Highway 195, the proposed west right-of-way line of an access road, and a Control of Access line, crossing said 14.17 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 200.00 feet left of Proposed Baseline Station 1063+00.00;
- (3) THENCE North 25° 43' 40" West a distance of 354.48 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west right-of-way line of said access road, and said Control of Access line, crossing said 14.17 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 220.36 feet left of Proposed Baseline Station 1059+46.10;

- (4) THENCE North $68^{\circ} 50' 54''$ East a distance of 146.20 feet, along the north line of said 14.17 acre tract and the south line of a tract of land described as 10.5 acres conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, to a found 1/2 inch iron rod for the northeast corner of said 14.17 acre tract and the southeast corner of said 10.5 acre tract,
- (5) THENCE South $23^{\circ} 13' 00''$ East, passing at a distance of 409.42 feet a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", and continuing for a total distance of 617.29 feet, along the east line of said 14.17 acre tract and the proposed east right-of-way line of said access road, to the POINT OF BEGINNING and containing 1.578 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
Rhonda (281) 379-6388

Scott Morris

Scott Morris, Registered Professional Land Surveyor, No. 5076

10/04/2007

Date



AL. WELLS SURVEY
A-848

STA: 1065+80.24
302.77 LT

1

405:4
55P1215

323.78 LT

1

2

PROP ROW

PROB. 10

77-65

--- SAFETY LINE
--- PRIORITY LINE
--- LEAST FIRM

STA: 1059+45.10
220.36 LT

100

2007

1940-1941 1942-1943

1-NAME OR CURVE NUMBER
1-WAVE REQUIRED

W.C.
OCTOBER

00

7-2-68

SPOUSE
CALL

KAY WARD
DO ACRES
T A

$$\text{P}=\text{O} \quad \text{P}=\text{O}$$

PART 2

IN SCOTT MORT

12.

RIGHT OF WAY PLAT
SHOWING PROPERTY OF

•

PROFESSOR
LINDSAY
5010

NTS

10

SHEET 3 OF 3

STATE HIGHWAY 195 WILLIAMSON COUNTY
R005 SURVEYING INC.
BRIDGEE ROAD SPRING, TX 77277
409.339.6588
SOURCE: "LAND" OCTOBER 4, 2007

Bridges Real Estate Contract - CR 138

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Robert Bridges and Sharon F. Bridges for right-of-way needed on CR 138.

Background

Fiscal Impact

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

Attachments

Link: [Bridges RE Contract - CR 138](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/18/2010 10:43 AM
Final Approval Date: 02/18/2010

REAL ESTATE CONTRACT
CR 138 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT BRIDGES and SHARON F. BRIDGES (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.432 acre tract of land, more or less, out of the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas and Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described 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 FIFTY SEVEN THOUSAND and 00/100 Dollars (\$57,000.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of EIGHT THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$8,260.00) for the purchase of any improvements or the replacement of fencing of Seller.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any relocation or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any planned road construction activities on the Property acquired by Purchaser.

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 22, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", and a duly executed and acknowledged Waterline Easement in and across the property described in Exhibit "B", free and clear of any and all liens and restrictions, except for the following:

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

The deed shall be in the form as shown in Exhibit "C" attached hereto. The waterline easement shall be in the form as shown in Exhibit "D" 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 the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. 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:

Robert Bridges
Robert Bridges
Date: 2/12/2010

Address: 281 County Road 138
Hutto, Tx 78634

Sharon F. Bridges
Sharon F. Bridges

Date: 2-12-2010

Address: 281 C. R. 138

Hutto, TX 78634

PURCHASER:

County of Williamson

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

EXHIBIT "A"

Williamson County
County Road 138 (CR 138)
Grantor: Bridges

Being 0.4352 acre (18,956 sq. ft.) of land in the N.D. Walling Survey, File No. 569, Patent No. 233, Abstract No. 675 in Williamson County and Abstract No. 2722 in Travis County, in Travis and Williamson Counties, Texas, and being out of a called 9.98 acre tract and a called 3.60 acre tract conveyed to Robert Bridges and wife, Sharon F. Bridges as recorded in Volume 1747, Page 471 of the Williamson County Deed Records (W.C.D.R.). Said 0.4352 acre tract being more particularly located and described as follows; (Bearings of lines refer to Grid North of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors; Parenthetical bearings and distances refer to record information; Parenthetical designations, i.e. "(L1)" etc., refer to line tag labels and the associated line table in the accompanying Boundary Survey.):

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 3.60 tract and an internal "L" corner of said 9.98 acre tract, from which a 1/2-inch iron pipe found in the northerly right-of-way line of CR 138 (r.o.w. varies, no record information) at the common southerly corner of said 9.98 acre tract and said 3.60 acre tract bears South 07° 32' 14" West, (South 10° 00' 10" West) along a common boundary line of said 9.98 acre tract and said 3.60 acre tract, a distance of 644.32 feet (644.32 feet) (**BEARING BASIS**);

THENCE, South 07° 32' 14" West, (South 10° 00' 10" West), along a common boundary line of said 9.98 acre tract and said 3.60 acre tract, a distance of 605.59 feet to a 5/8-inch iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set for the **POINT OF BEGINNING** of this tract;

(L1) **THENCE**, South 86° 59' 52" East, across said 3.60 acre tract, a distance of 244.51 feet to a calculated point in the easterly boundary line of said 3.60 acre tract at the southwest corner of Lot 1, Block A, Lakeside Estates Phase 1-A as recorded in Cabinet R, Slide 394 of the Williamson County Plat Records (W.C.P.R.) for the northeast corner of this tract, from which a 1/2-inch iron rod found bears South 87° East a distance of 0.25 feet, and from said calculated point a 1-inch iron pipe found at the northeast corner of said 3.60 acre tract bears North 07° 32' 05" East, (South 10° 00' 00" West), with the easterly boundary line of said 3.60 acre tract, a distance of 609.73 feet, from which a 1/2-inch iron pipe found at the northeast corner of said 9.98 acre tract subsequently bears North 07° 29' 44" East, (South 09° 57' 30" West), with an easterly boundary line of said 9.98 acre tract, a distance of 564.63 feet (564.63 feet);

(L2) **THENCE**, South 07° 32' 05" West, (South 10° 00' 00" West), with the easterly boundary line of said 3.60 acre tract, a distance of 34.16 feet to a calculated point in the northerly right-of-way line of said CR 138 at the southeast corner of said 3.60 acre tract for the southeast corner of this tract, from which a 1/2-inch iron rod found bears South 55° West a distance of 0.32 feet;

(L3) **THENCE**, North 88° 03' 50" West, (North 85° 35' 54" West), with the northerly right-of-way line of said CR 138 and the southerly boundary line of said 3.60 acre tract, a distance of 244.92 feet (244.73 feet) to the 1/2-inch iron pipe found at the southerly common corner of said 3.60 acre tract and said 9.98 acre tract for an angle point in this tract;

EXHIBIT "A"

(L4) THENCE, North 87° 57' 33" West, (North 85° 29' 37" West), continuing with the northerly right-of-way line of said CR 138 and with the southerly boundary line of said 9.98 acre tract, a distance of 247.93 feet (247.93 feet) to a 60D nail with washer stamped "WILLIAMSON COUNTY" set at the southeast corner of the remainder of a called 5.00 acre tract conveyed to Nelda Carol Phelps as recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and at the southwest corner of said 9.98 acre tract for the southwest corner of this tract, from which a 1/2-inch iron pipe found at the northwest corner of said 9.98 acre tract bears North 07° 36' 29" East, (North 10° 04' 25" East), with the westerly boundary line of said 9.98 acre tract, a distance of 1,208.41 feet (1,208.41 feet);

(L5) THENCE, North 07° 36' 29" East, (North 10° 04' 25" East), with the common boundary line of said 9.98 acre tract and said 5.00 acre tract, a distance of 42.91 feet to a 5/8-inch iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set for the northwest corner of this tract;

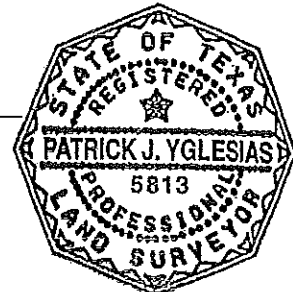
(L6) THENCE, South 86° 59' 52" East, across said 9.98 acre tract, a distance of 247.51 feet to the **POINT OF BEGINNING** and containing a computed area of 0.4352 acre (18,956 sq. ft.) of land.

This description is accompanied by and based on a Boundary Survey issued by Patrick J. Yglesias, Registered Professional Land Surveyor No. 5813.

Patrick J. Yglesias
Patrick J. Yglesias

Registered Professional Land Surveyor No. 5813

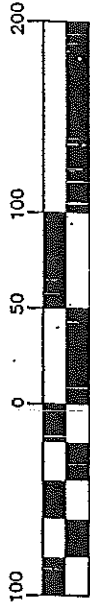
06/22/09
Date



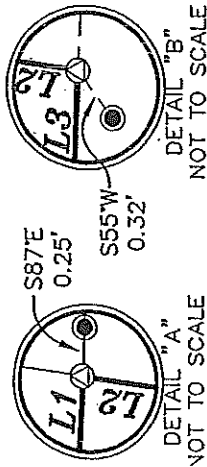
RAWING: V:\PATRICK-OR PLANS\CR 138 Drawings\CR 138 P2.dwg
 LOT TIME: Jun 22, 2009 - 3:02pm
 LOTTED BY: P.Yglesias
 SHEET TAB: SHEET 1

SEE SHEET 2 FOR NOTES, LEGEND, LINE TABLE
 AND WHOLE PROPERTY INSET.

GRAPHIC SCALE



COMMENCING POINT
 FOUND 1/2-INCH IRON PIPE



NELDA CAROL PHELPS
 REMAINDER OF 5.00 ACRES
 DOC. 2000032529, O.P.R.W.C.T

APPROXIMATE
 COUNTY LINE
 WILLIAMSON COUNTY
 TRAVIS COUNTY

ROBERT BRIDGES & WIFE,
 SHARON F. BRIDGES
 CALLED 9.98 ACRES
 VOL. 1747, PG. 471, W.C.D.R.R.
 BEARING BASIS
 (S 10°00'10" W) 644.32'
 (N 10°00'10" E) 605.59'

ROBERT BRIDGES & WIFE,
 SHARON F. BRIDGES
 CALLED 3.60 ACRES
 VOL. 1747, PG. 471, W.C.D.R.R.

0.4352 ACRE
 (18,956 SQ. FT.)

POINT OF BEGINNING

L5 L6 L4 L3 L2

CR 138

(R.O.W. VARIES)
 (NO RECORD INFORMATION)

EDGE OF ASPHALT ROAD

SEE DETAIL "B"

SEE DETAIL "A"

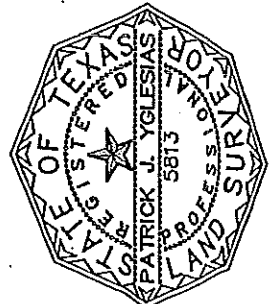
LOT 1, BLOCK A
 LAKESIDE ESTATES PHASE 1-A
 FENCE ESMT.
 LANDSCAPE
 25 FT. P.U.E.
 15 FT. P.U.E.
 (S 10°00'00" W) 100.00'

LITTLE LAKE RD.
 (70 FT. R.O.W.)

ADDITIONAL R.O.W.
 CAB. R. SL. 394, W.C.P.R.

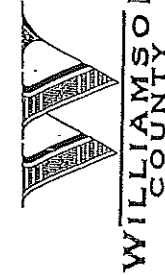
I, PATRICK J. YGLESIAS, A REGISTERED PROFESSIONAL LAND
 SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND THE
 ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL
 SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Patrick J. Yglesias
 DATE 06/22/09
 PATRICK J. YGLESIAS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5813



0.4352 ACRE

(18,956 SQ. FT.) OF LAND OUT OF THE N.D. WALLING
 SURVEY, PATENT NO. 233, ABSTRACT 2722 IN TRAVIS
 COUNTY & ABSTRACT 675 IN WILLIAMSON COUNTY, TEXAS



WILLIAMSON COUNTY
 UNIFIED ROAD SYSTEM
 3151 S.E. INNER LOOP, SUITE B
 GEORGETOWN, TEXAS 78626
 943-3330
 www.wilco.org

SCALE: 1"=100'

DATE: JUNE 2009

PROJECT: CR138

DRAWN BY: P. Yglesias

SHEET

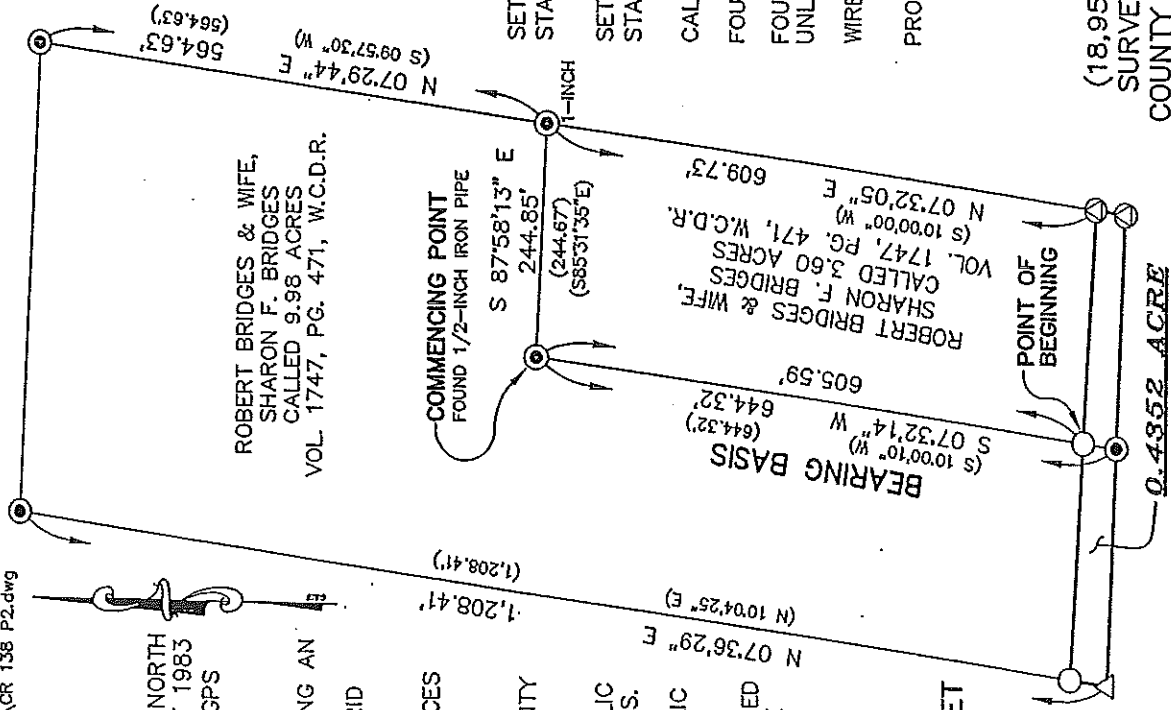
1

OF 2

NOTES:

1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.
2. ALL DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99989064. SURFACE DISTANCE = GRID DISTANCE / 0.99989064.
3. PARENTHEetical BEARINGS & DISTANCES INDICATE RECORD INFORMATION UNLESS OTHERWISE NOTED.
4. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS.
5. O.P.R.W.C.T. INDICATES OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
6. O.P.R.T.C.T. INDICATES OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
7. THIS PLAT OF SURVEY IS ACCOMPANIED BY AND MADE A PART OF A NARRATIVE NOTES & BOUNDS DESCRIPTION.

WHOLE PROPERTY INSET
 SCALE: 1" = 200'



0.4352 ACRE

(18,956 SQ. FT.) OF LAND OUT OF THE N.D. WALLING SURVEY, PATENT NO. 233, ABSTRACT 2722 IN TRAVIS COUNTY & ABSTRACT 675 IN WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE	BEARING	LENGTH
L1	S 86°59'52" E	244.51'
L2	S 07°32'05" W (S 10°00'00" W)	34.16'
L3	N 88°03'50" W (N 85°35'54" W)	244.92' (244.73')
L4	N 87°57'33" W (N 85°29'37" W)	247.93' (247.93')
L5	N 07°36'29" E (N 10°04'25" E)	42.91'
L6	S 86°59'52" E	247.51'

LEGEND

- SET 5/8" IRON ROD WITH CAP
STAMPED "WILLIAMSON COUNTY"
- △ SET 1/2" 60D NAIL W/ WASHER
STAMPED "WILLIAMSON COUNTY"
- ⊙ CALCULATED POINT
- ⊙ FOUND IRON ROD
- ⊙ FOUND 1/2-INCH IRON PIPE
UNLESS OTHERWISE NOTED
- X — WIRE FENCE
- R — PROPERTY LINE

SCALE: 1"=100'

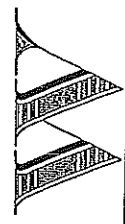
DATE: JUNE 2009

PROJECT: CR138

DRAWN BY: P. Yglestas

WILLIAMSON COUNTY
 UNIFIED ROAD SYSTEM

3151 S.E. INNER LOOP, SUITE B
 GEORGETOWN, TEXAS 78626
 943-3330
 www.wilco.org



WILLIAMSON
 COUNTY
 1848

SHEET

2

OF 2

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing the County Judge to execute a Possession & Use Agreement with the Walter and Jane Shepherd Family Trust for right of way needed to construct roadway improvements on CR 313.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Sheperd](#)

Form Routing/Status

Form Started By: Wendy Started On: 02/19/2010 01:56
Coco PM
Final Approval Date: 02/19/2010

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, THE WALTER AND JANE SHEPHERD FAMILY TRUST, 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, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", 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 proposed CR 313 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) paid by the GRANTEE, which amount represents the current 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 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, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The 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 Exhibit "A", 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 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 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 deposit of a special commissioners award in any condemnation case associated with 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.

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 16th day of February, 2010.

GRANTOR:

The Walter and Jane Shepherd Family Trust

By: Walter Shepherd
Walter Shepherd, Trustee

By: Jane Shepherd
Jane Shepherd, Trustee

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 16th day of February, 2010
by Lynn E Powell, in the capacity and for the purposes and consideration recited
herein.

Lynn E Powell

Notary Public, State of Texas

Printed Name: Lynn E. Powell

My Commission Expires:

March 19, 2012

**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

Jester Annex Commissioners Court - Regular Session

Date: 02/23/2010
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 06:18 PM
Final Approval Date: 01/28/2010

Discuss and take appropriate action on purchase and installation of play equipment in Champion Park.

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on purchase and installation of play equipment in Champion Park.

Background

Improvements planned for Champion Park include a birthday pavilion; additional paved parking and a dinosaur themed play/climbing apparatus. Only recently has such a themed piece of equipment become available that would be in concert with the other items in the park. The attachments show a photo of the structure, purchase and installation price. It is requested that approval be given to purchase and install this piece of play equipment. We would need to construct a retainer (concrete or masonry) and purchase engineered wood fiber for the fall surface. The total project cost is anticipated to cost \$42,000. If purchased now the play equipment should be in place by Dino Day May 1st. Sufficient dollars exist in the Park's capital fund.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [photo](#)

Link: [T REX quote](#)

Link: [Install Quote](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 02/11/2010 07:57 AM
 Final Approval Date: 02/18/2010

NatureForms™ T-Rex



- T-Rex Bones is the latest addition to the NatureForms natural play product line, which also includes Climbing Boulders™ and Diggables.
- Our NatureForms products create a complete play experience that will blend into a natural setting while challenging kids' imaginations and muscles.
- Kids' imaginations blast through time as they climb, crawl, tunnel, and hide among the giant, lifelike T-Rex. Unique tunnels and hiding spots provide endless natural play adventures.
- Our superdurable PolyFiberCrete® material creates the look of real fossils -- with a low-maintenance, non-slip surface that lasts for eons. Surface layers will not crack or chip.
- Purchase and install pieces separately or in combinations to create your own Jurassic playspace.
- The large size is a strong visual focal point on the playground, creating a real draw for children.
- Limited, 10-year warranty on all pieces.



Item Number	Use Zone	Weight	Size	Capacity	To Install
Hatchling Egg					
ZZXX00139	15'10" x 15'9" 4,82m x 4,8m	2,860 lbs 1298kg	3'10" x 3'9" x 4'7" 1,17m x 1,14m x 1,4m	Up to 3 children	1 hour
Hatched Egg					
ZZXX0138	16'7" x 15'4" 5,05m x 4,67m	1,500 lbs 681kg	4'7" x 3'4" x 3'7" 1,4m x 1,01m x 1,09m	Up to 3 children	1 hour
T-Rex Head					
ZZXX0135	17'3" x 14'10" 5,26m x 4,52m	2,500 lbs 1,134kg	5'3" x 2'10" x 4'2" 1,6m x ,86m x 1,27m	Up to 5 children	1 hour
T-Rex Ribs					
ZZXX0136	19'8" x 16'11" 6m x 5,16m	2,750 lbs 1248kg	7'8" x 4'11" x 5'6" 2,34m x 1,5m x 1,68m	Up to 9 children	1 hour
T-Rex Tail					
ZZXX0137	18'5" x 16'3" 5,61 m x 4,95m	1,326 lbs 601kg	6'5" x 4'3" x 3'9" 1,96m x 1,3m x 1,14m	Up to 5 children	1 hour

T-Rex Bones



- The T-Rex head is perfect for climbing, and children will love to climb into the mouth and pretend that they have been captured.
- The T-Rex ribs create a fun and challenging climb to the top. The open ribcage makes a great tunnel, with two openings for play. One “broken” rib creates a side entrance.
- Children can scale the T-Rex tail by balancing and walking up the arch and jumping off. The arched tail also creates a fun ground-level passageway for crawling through.
- All three pieces are available separately or can be ordered in combinations (e.g., the head and tail only).
- The head, ribs, and tail can be placed close together to create a complete skeleton, or spaced out separately as individual items for discovery on the playground.

T-Rex Eggs



- Two different eggs are available. The “hatched” egg features two openings – a larger hole for entrance and a smaller hole for peeking out. The “hatchling” egg features a baby dinosaur breaking through the shell, creating a fun opportunity for imaginative play. Both eggs are also great for climbing.
- Eggs can be placed in combinations to create a “nest” where children can pretend to be baby dinosaurs.

The PlayWell Group

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico

9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas

4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

1/29/2010

Williamson County
Jim Rogers
350 Discovery Lane
CEDAR PARK TX 78613
UNITED STATES
Tel: (512)-260-4263

Thank You for Choosing, The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

Warning

Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

Owner's Responsibility

All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

DelvTerms

F.O.B. FACTORY

Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacture's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.

Terms & Conditions

New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply.

Full payment due on all orders under \$1,000.00 No Exceptions

ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

CancelPolicy

THANK YOU FOR YOUR BUSINESS!

Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

Installation Is Not Included On This Quote

A separate installation quote must be included with your order if installation is required.

Installation is not included in any price listed on this quote.

Please sign below to acknowledge acceptance of these terms.

SIGNATURE: _____

Date: _____

The PlayWell Group

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Free Fax: (800) 560-9150

New Mexico

9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas

4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-19886

1/29/2010

Customer		Contact		Ship To			
Williamson County PO Box 873 GEORGETOWN TX 78627 UNITED STATES		Williamson County Jim Rogers 350 Discovery Lane CEDAR PARK TX 78613 UNITED STATES Tel: (512)-260-4263		Williamson County/Walk In The Park /Chuck Longino 4904 CR 123 HUTTO TX 78634 UNITED STATES Tel: (214)-587-7266			
Account	Terms		Due Date	Account Rep		Schedule Date	
1349	50% Net 15 Days		1/29/2010	Carl Simmons		3/28/2010	
Quotation	PO #		Reference	Ship VIA		Page	Printed
SQ-19886				Default Carrier		3	1/29/2010 3:42:48PM
L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	\$0.00	EA		\$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 269-07					
3	PWS-ZZXX0138	Playworld NatureForm Hatched Egg	2	\$2,739.00	EA	\$438.24	\$5,039.76
4	PWS-ZZXX0139	Playworld NatureForms™ Hatchling Egg	1	\$3,169.00	EA	\$253.52	\$2,915.48
5	PWS-ZZXX0135	Playworld NatureForm Head	1	\$4,999.00	EA	\$399.92	\$4,599.08
6	PWS-ZZXX0136	Playworld NatureForm Ribs	1	\$9,649.00	EA	\$771.92	\$8,877.08
7	PWS-ZZXX0137	Playworld NatureForm Tail	1	\$3,599.00	EA	\$287.92	\$3,311.08
8	SH-Reynolds	Shipping & Handling	1	\$2,035.87	EA		\$2,035.87
<p>This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.</p> <p>Customer PO No. _____</p> <p>Approved By: _____ Date: _____</p>			<p>Tax Details EXEMPT \$0.000</p>		<p>Taxable</p> <p>Total Tax</p> <p>Exempt</p> <p>Total</p> <p>Balance</p>		<p>\$0.00</p> <p>\$0.00</p> <p>\$26,778.35</p> <p>\$26,778.35</p> <p>\$26,778.35</p>

PlayWorks, Inc.

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico

9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas

4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

1/29/2010

PRICES AND PROJECT QUOTATION

PRICES shown in all of our Quotations are subject to change without notice. QUOTATION: Is for acceptance within a maximum of 30 days from date of Quotation and prices are guaranteed only for installations scheduled within one year from date of quotation.

TERMS & CONDITIONS

New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due next 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply.

SURFACING REQUIRED!

IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommend the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Product Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

OWNER

All playground equipment and surfaces must be maintained and /or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

DELIVERY TIME

Approximate Time to Deliver Materials is six weeks from the week the order is entered plus a few days for transit. Submittal approvals if required will add additional time to the delivery schedule Order will be placed after deposits are received, credit is approved, and /or full payment for material is made. Visa, MasterCard, and American Express accepted. Please disregard if you have established prior credit with us. Please contact your Sales Consultant for additional information.

ROCK CLAUSE

PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Every effort will be made prior to installation to determine if additional rock charges will be required. Your PlayWell Sales Associate will notify you and meet you at the work site to review the conditions requiring additional charges.

SITE ACCESS NOTE

The site for equipment to be installed must be accessible by trucks, trailers, Bobcats and/or a tractor-trailer. In the event this equipment is used at your site, please note there may be signs of access afterwards. We will try to keep this to a minimum. Please note, we are not responsible for repairing sod, fixing concrete curbs, or sidewalks due to machinery trying to access the site through or over these items, unless specifically spelled out in the above quotation! If the site is not accessible due to fences, landscaping, sprinkler systems, etc., please address this issue with your PlayWell Sales Associate. PlayWell will review possible alternate means of access and include additional charges if required in your proposal. Please discuss any concerns you may have about site conditions with your PlayWell Sales Associate prior to accepting our proposal.

ON SITE SECURITY

PlayWell Group installation sub-contractors install caution tape around the immediate work area. Tape is to be removed and disposed of by the customer a minimum of 24 hours after completion. Orange Safety fencing or other security will be furnished for an additional charge. Please contact your Sales Associate to request a quote.

UNDERGROUND UTILITIES NOTE

It is the customer's responsibility to locate ALL underground utilities in the area of installation and have them marked unless prior arrangements are made. Texas State Law requires a call to Texas Excavation Safety Systems (Dig Tess) at 1-800-344-8377 a minimum of 48 hours prior to digging. There are some public utilities that will locate and mark their own lines if the customer calls them directly. Utilities usually require notification a minimum of 5-7 days prior to digging when Dig Test is not used. Utility location includes but is not limited to power, water, gas, sewer, telephone, and cable television. We must receive a faxed/mailed copy of the report from Dig Tess or the company that marks the locations of your lines before digging will start.

TRASH DISPOSAL

It is the customer's responsibility to dispose of any trash created from the installation. PlayWorks, Inc. installation sub-contractors will break down and consolidate all packing materials as much as possible. If a customer-furnished dumpster is provided onsite, we will place trash within the dumpster. Haul off and disposal of trash is available for an additional amount.

SITE COMMENTS

Site preparation by others is not listed on this quote. Site must be level, free of utilities, and rock. Site must be accessible to work trucks and equipment. Install schedule based on site readiness, delivery of product, weather, and the results of weather on the site itself. No site security provided after hours if not listed on this quote.

Installation will be ordered immediately upon receipt of written approval. Please fax all pages.

SIGNATURE: _____

DATE: _____

PlayWorks, Inc.

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico

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Albuquerque, NM 87113
(505) 899-1762

Texas

4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

INSTALLATION QUOTE

SQ-15782

1/29/2010

Customer		Contact		Ship To			
Williamson County PO Box 873 GEORGETOWN TX 78627 UNITED STATES Tel: (512)-260-4263 Fax: (512)-260-4284		Williamson County/ Baghdad Heritage Trl Jim Rodgers 350 Discovery Blvd CEDAR PARK TX 78613 UNITED STATES Tel: (512)-260-4263 Fax: (512)-260-4231		Williamson County/ T Rex Bones Jim Rodgers TBD GEORGETOWN TX 78627 UNITED STATES Tel: (512)-260-4263 Fax: (512)-260-4231			
Account	Terms	Due Date	Account Rep	Schedule Date			
1014	NET 30	2/28/2010	Carl Simmons	3/28/2010			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-15782			Default Carrier	3	1/29/2010 11:51:08AM		
L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	\$0.00	EA		\$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts as Listed on Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc. #269-07					
3	IW-MISC	Installation of (1) ZZXX0138 Hatched Egg	1	\$2,449.10	EA		\$2,449.10
		2) ZZXX0139 Hatchling Egg ,(1) T-Rex ZZXX0135 Head,(1) ZZXX0136 Ribs,(1) ZZXX0137 Tail.					
4		Installation of Misc Installations					
This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.			Tax Details EXEMPT \$0.000		Taxable		\$0.00
Customer PO No. _____					Total Tax		\$0.00
Approved By: _____ Date: _____					Exempt		\$2,449.10
					Total		\$2,449.10
					Balance		\$2,449.10

WCCF Work Authorization - Research Proposal for Eurycea naufragia Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Work Authorization request (styled WCCF #2) covering Proposal for Georgetown Salamander (Eurycea naufragia) research for the Williamson County Conservation Foundation.

Background

As a part of the it's Habitat Conservation Plan the county's Williamson County Conservation Foundation (WCCF) is committed to a five-year research and monitoring project that focuses on better delineating the range of the salamander, gathering baseline data on water quality and quantity at salamander spring sites, and monitoring salamander presence/abundance at selected spring sites. After completion of the first two years of the program, a status review will be prepared describing an appropriate conservation strategy for the species. Water quality monitoring and salamander presence/abundance monitoring will continue through Year 6 of the plan to continue collecting baseline data. At the end of the five-year research and monitoring program, if the Georgetown salamander is still a candidate species, the Foundation will investigate the feasibility of developing a Candidate Conservation Agreement with Assurances.

A Candidate Conservation Agreement with the US Fish and Wildlife Service provides for an agreed plan to keep the subject species from being listed as endangered.

Dr. Ben Pierce, Professor and holder of the Lillian Nelson Pratt Chair, Department of Biology, Southwestern University, will be the lead researcher for this research, to be assisted by SWCA Environmental Consultants.

A copy of the Proposal is attached. The WCCF board approved this agreement in its February 10 meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RHCP Salamander proposal](#)

Form Routing/Status

Form Started By: Gary
Boyd

Started On: 02/17/2010 08:48
AM

Final Approval Date: 02/17/2010



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.

1 February 2010

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613

**Re: Proposal for Georgetown Salamander (*Eurycea naufragia*) Research for the
Williamson County Regional Habitat Conservation Plan**

SWCA Environmental Consultants appreciates the opportunity to provide the Williamson County Conservation Foundation with this proposal to conduct Georgetown salamander research as called for in the Williamson County Regional Habitat Conservation Plan.

The proposed work tasks are described in greater detail in the attached scope of services. If you have any questions about the included scope of services, feel free to contact me at our office at (512) 476-0891.

Respectfully,

A handwritten signature in purple ink that reads "Craig Crawford". The signature is written in a cursive, flowing style.

Craig Crawford
Project Manager

INTRODUCTION

The Georgetown salamander (*Eurycea naufragia*) is an amphibian in the Plethodontidae family that is endemic to springs flowing from the northern segment of the Edwards Aquifer near Georgetown, Texas. This species is considered by the United States Fish and Wildlife Service (USFWS) as a candidate for Federal listing (66 FR 54807). Georgetown salamanders are thought to be threatened by habitat loss as many of the springs where this species formerly lived have been degraded by development. In fact, the species name "*naufragia*" means "remnants" in Latin and refers to the few remaining remnants of habitat for this salamander. While the USFWS considers listing of the Georgetown salamander to be warranted, publication of a proposal to list the species has been precluded by other, higher priority listing actions (USFWS 2004). In their 2008 Candidate Notice of Review (73 FR 75176), the USFWS lowered the listing priority number (LPN) for this species from a 2 to an 8. It is their opinion that current and planned conservation actions taken by Williamson County reduce the magnitude of the threat to the Georgetown salamander to a moderate level. Their rationale includes:

Williamson County and the Williamson County Conservation Fund are currently actively working to protect habitat and acquire land within the contributing watershed for the Georgetown salamander. Also, they are planning to conduct monitoring and data-collecting activities in an effort that is expected to lead to the development of a conservation strategy for this species. Although this species still meets our definition of a candidate, these conservation actions reduce the magnitude of the threat to the Georgetown salamander to a moderate level by reducing the amount of development occurring in the portion of the watershed that affects the species. Thus, we have changed the LPN for this species.

The overarching objective of SWCA's proposal is to characterize salamander habitat utilization of the open space at Twin Springs and one other reference population, to describe and monitor this habitat for water quality and quantity on a seasonal and annual basis, to determine short- and long-term Georgetown salamander population trends, and to make recommendations designed to ensure minimal conflict between development and the ecological health of the salamander and its habitat.

BACKGROUND AND SCOPE OF SERVICES

Background. The Georgetown salamander is a small (less than 3 inches long) salamander that inhabits springs and spring runs within the San Gabriel watershed. The species is known to occur only in Williamson County, Texas, where it has been found at springs in association with the South, Middle, and North Forks of the San Gabriel River, The Cowan and Berry Creek drainages, and in one cave (Bat Well) near the Sun City Development. Habitat for the Georgetown salamander and *Eurycea* salamanders in general, is described as shallow pools of well-oxygenated, sediment-free water that occur in caves and at springs and spring runs. The Service identifies the primary threats to the Georgetown salamander as degradation of water quality and quantity due to urbanization.

The Georgetown salamander is entirely aquatic and, based on similarities with other *Eurycea* species, it is expected that water quality degradation from various contaminants, decreased dissolved oxygen, increased sediments, and increased nutrients can cause disease and deformities, which could then result in salamander population declines. Urbanization and increases in impervious cover can increase contaminant loads in springs and groundwater, as well as alter local hydrologic regimes by increasing storm runoff and decreasing baseflows in drainages. Increased storm runoff may result in a decrease in aquifer recharge, increased variability in water availability and flow, and decreased water quality. Decreases in baseflow result in a decrease in water availability at spring locations, with decreased spring flow especially problematic during periods of drought.

A total of 13 Georgetown salamander locations are currently known in Williamson County and given the rapid rate of urban development and current lack of understanding of existing habitat conditions, perceived threats and long-term ecological needs of this species, federal listing within the next few years is a distinct possibility. To the extent possible it is in the best interests of Williamson County to develop proactive habitat management and monitoring plans that strive to remove threats and conserve populations to the maximum extent practicable.

The following scope of services proposes to utilize the best available scientific information to evaluate, protect and monitor Georgetown salamanders and their habitat on the Twin Springs Preserve property.

Scope of Services. SWCA proposes to accomplish project objectives through implementation of six work tasks: spring and drainage assessment, habitat monitoring, literature review, mark-recapture studies, monthly surface counts, and characterization of known and potential Georgetown salamander habitat. SWCA will coordinate efforts with Dr. Benjamin A. Pierce, a local Southwestern University professor and expert on amphibians and salamanders, and Dr. Andy Price, a salamander expert.

WORK TASKS

Task I. Spring and Drainage Assessment for Occupied Salamander Habitat

SWCA biologists will visit Twin Springs to initiate the following:

1. prepare a preliminary map of occupied and potential salamander habitat;
2. determine hydrologic origins of spring discharge;
3. establish quantitative techniques for monitoring dominant flora and invertebrate fauna; and
4. document site assessment findings.

Cost for Task I: \$5,560.00

Task II. Salamander Habitat Monitoring and Water Quality/Quantity Assessment

SWCA will establish a water quality/quantity monitoring station for monthly site visits to Twin Springs, where physical, chemical and meteorological parameters will be considered for inclusion in a long-term monitoring program and include:

1. *Physical environment:* air and water temperatures, precipitation rates (frequency and duration), groundwater flow quantity (flow meter) and quality.
2. *Hydrologic / meteorological data:* yearly and monthly spring discharge; monthly spring stage; spring run temperatures (intervals), and water velocity.
3. *Water Quality:* pH, dissolved oxygen concentration, water temperature, and total dissolved solids.

Cost for Task II: \$15,028.00

Tasks III, IV, and V will be performed by Dr. Ben Pierce of Southwestern University as a sub-contractor to SWCA.

Task III: Literature Review

The literature review and synthesis will provide a compilation and analysis of existing research literature relevant to the conservation and management of Georgetown salamanders. There are only two papers currently published or in press on the Georgetown salamander, but research on related species of *Eurycea* and other stream-dwelling salamanders will provide important information about the ecology of *Eurycea naufragia*, including environmental factors that may be positively and negatively associated with population persistence.

The main objectives of the literature review include:

1. Conduct detailed review and synthesis of existing data on natural history, geology, ecology, and genetics of *Eurycea* salamanders.
2. Identify critical issues, parameters, and needs for preparation of conservation strategy for the Georgetown salamander.
3. Gather information that can be used in development of educational materials on the Georgetown salamander.

Task IV: Mark-Recapture Studies

Dr. Ben Pierce and students have conducted monthly surface counts of salamanders at Twin Springs over the past year and surface counts of salamanders at Swinbank Spring over a two-year period. While surface counts can provide information about relative density of salamanders and long-term trends in relative numbers of salamanders, mark-recapture studies are required to estimate absolute population size.

Mark-recapture studies will follow the same protocol used successfully by biologists at the City of Austin to monitor the closely related species Jollyville Plateau salamander (*Eurycea tonkawae*). Animals will be captured and anesthetized in the field. Small spots of colored plastic (visual implant elastomers) will be injected under the skin. Using several different colors and positions of the marks, we will provide a unique mark for each animal. In addition, each animal will be photographed for later analysis of size and backup identification. All marking and photography will be done in the field; animals will be anesthetized for only a few minutes and then quickly returned to the spring.

Studies conducted by the City of Austin indicate that animals are not harmed by the marking procedure.

The mark-recapture protocol requires that we collect and mark animals for three days in a row. Mark-recapture studies will be conducted on the Twin Springs population and one reference population. This study is labor-intensive and will require Dr. Pierce, three student assistants, and a summer research intern, as well as several volunteers. The mark-recapture studies will be carried out in the summer of 2010.

The main objectives of the mark-recapture studies include:

1. Conduct mark-recapture studies of Georgetown salamander populations at Twin Springs and one additional site.
2. Determine estimates of absolute population size of salamanders.
3. Provide information on survivorship and movement of salamanders within spring run.
4. Gather abundance and ecological data that can be used in development of conservation management strategies.

Task V: Monthly Surface Count Surveys

Monthly surface counts will be continued at Twins Springs and a reference population over the 12-month period of the grant. These counts will provide information on trends in relative population size. With the availability of marked animals (see mark-recapture studies above), the surface counts will also provide information on survivorship and movement of animals within the spring run.

For each surface count, a transect will be established along the spring run, beginning at the spring outflow and extending 25-30 meters downstream. We will overturn all potential cover objects that are submerged in the spring run and look for salamanders. Salamanders will be captured with a dip net and photographed for identification of marks and later measurement of size. Salamanders will then be returned to the spring. At the conclusion of each surface count, temperature (°C), oxygen concentration (mg/l), specific conductivity, and discharge will be measured.

Monthly surface counts will be conducted by Dr. Ben Pierce and three students.

On a volunteer basis, Dr. Ben Pierce and his students conducted salamander surface counts at Twin Springs Preserve at monthly intervals between September 2008 and

December 2009. One survey was completed in the spring of 2007, before the property was acquired by Williamson County. The number of salamanders observed at Twin Springs during surface counts ranged from a low of 3 to a high of 30, with an average of 18 ± 2.13 (standard error of the mean). The mean percent of cover objects occupied by salamanders was $1.07\% \pm 0.11$. Mark-recapture studies conducted on the closely related species Jollyville Plateau salamander found that surface counts such as those previously conducted detected on the average about 20% of the total population size. If the same relationship between animals detected in surface counts and total population size holds for the Georgetown salamander, then the total population at Twin Springs is likely around 100 animals.

The main objectives of the surface counts include:

1. Conduct monthly surface counts of *E. naufugia* at Twin Springs Preserve and reference populations.
2. Monitor status of salamanders at each site.
3. Gather abundance and ecological data that can be used in development of conservation management strategies.
4. Estimate survivorship and movement with data from marked animals.

Cost for Tasks III, IV, and V: \$24,965.00

Task VI will be performed by Dr. Andy Price as a sub-contractor to SWCA.

Task VI: Characterize habitat and water quality of known and potential sites of Georgetown Salamanders

Work under this task will be performed by Dr. Andy Price in order to characterize both habitat quality and water quality at up to 10 additional spring sites. This effort will be an attempt to identify new locations with habitat occupied by the Georgetown salamander, as well as evaluating sites thought to potentially contain suitable habitat for the Georgetown salamander.

Cost for Task VI: \$4,000.00

Total Cost for Year 1: \$49,553.00

PSA for written comments to EPA on ground level ozone rules Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Professional Services Agreement (PSA) for technical assistance in preparing written comments for the county in response to the Environmental Protection Agency's (EPA) proposed rules on ground level ozone as published in the Federal Register January 19, 2010.

Background

The EPA has published proposed rules for National Ambient Air Quality Standards (NAAQS) for Ozone. EPA proposes to set different primary and secondary standards than those set in 2008. The published proposal is to set the 8-hour primary standard at a level within the range of 0.060 to 0.070 parts per million (i.e. 60 to 70 parts per billion or ppb) instead of the present 75 ppb. The stated intent of the revised and lowered standard is to provide for protection of public health and welfare.

EPA is also proposing a secondary standard to be a cumulative, seasonal standard expressed as an annual index of the sum of weighted hourly concentrations, cumulated over 12 hours per day (0800 to 2000 hours) during the 3-month consecutive period within the ozone season. The stated intent of the secondary standard is to protect against adverse effects on vegetation and forests.

On February 2 a hearing for oral comments was held in Houston, Texas. Williamson County Commissioners provided oral comments in that hearing and those comments have been posted on the County's website.

Written comments must be received by March 22, 2010.

The purpose of this PSA is to provide the county with technical support in preparing written comments during the comment period. The County Attorney has reviewed the PSA for form and content.

Comments are to be identified by EPA Docket ID No. EPA-HQ-OAR-2005-0172.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Oris proposal for ozone standard comments](#)

Link: [EPA Response](#)

Form Routing/Status

Form Started By: Gary
Boyd

Started On: 02/17/2010 11:40
AM

Final Approval Date: 02/18/2010



February 16, 2010

Mr. Gary Boyd
Director, Environmental Programs
Williamson County Conservation Foundation
350 Discovery #207
Cedar Park, TX 78613

Re: Proposal for Review and Comment on Proposed Ozone Standard

Dear Mr. Boyd:

Oris Solutions, LLC (Oris) is pleased to submit this proposal for consulting services to Williamson County. This project will involve developing and documenting the County's comments on the United States Environmental Protection Agency's proposed new National Ambient Air Quality Standard (NAAQS) for ozone.

The scope of services will include a review of EPA's current ozone NAAQS proposal, a review of existing technical reports and other documents produced for Williamson County related to any ozone NAAQS (current or previously proposed), the production of a draft set of comments for review by you and other Williamson County officials, and a final, complete set of detailed comments ready for submittal to the EPA by their March 22, 2010 deadline. The comments will include discussions regarding the soundness of the air quality science used to set the proposed standard, an analysis of the 11 factors EPA considers in evaluating attainment status, the impact and influence of transported and background ozone and ozone precursors, the pro-active measures already in place in the County, and future measures planned by the County.

Costs will only be billed for work/hours completed and will not exceed the total estimated amount in Table 1 unless a change in scope of work is requested by and approved by the County. If travel becomes necessary, automobile travel within Texas will be billed at a rate of \$0.50/mile. Any other travel costs, including air fare, lodging, meals, parking, etc will be reimbursable based on current Williamson County per diem rates. However, the current scope of work does not include travel.

Table 1 - Tasks and Estimated Costs

Task	Description	Estimated time (hrs)	Charge rate (\$/hour)	Cost/Task
1	Review current EPA ozone NAAQS proposal	8	\$105	\$840
2	Review existing technical documents provided by client	16	\$105	\$1,680
3	Development and production of draft set of comments	30	\$105	\$3,150
4	Production of final comments for submittal to EPA	16	\$105	\$1,680
	Total Estimated Cost	72		\$7,350

If you have any questions or comments regarding this proposal, please call me at (512) 258-8855 or (828) 628-0634 (mobile). When you are prepared for me to commence working on this, please sign and date the Notice to Proceed at the bottom of this letter and fax it to me at (512) 258-7522. I am looking forward to working with you on this project.

Sincerely,



James Red
Senior Consultant
Oris Solutions, LLC



Notice to Proceed

PROPOSAL FOR PREPARATION OF COMMENTS ON EPA'S PROPOSED OZONE STANDARDS ON BEHALF OF WILLIAMSON COUNTY

ACCEPTANCE OF PROPOSAL:

Signature

Date

Printed Name and Title

Company/Organization

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (the "Agreement") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Oris Solutions, LLC (the "Consultant");

WHEREAS, County desires to obtain professional services for preparing written comments for County in response to EPA proposed rules for ground level ozone as published in the Federal Register on January 19, 2010 (the "Project");

WHEREAS, Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in relation to the Project;

NOW, THEREFORE, County and Consultant agree to the performance of the professional services by Consultant and the payment for these services by County as set forth herein.

Section I Employment of the Consultant

County agrees to employ Consultant and Consultant agrees to perform professional services for the Project as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent, or as otherwise designated (individually or collectively the "County Judge"). The County Judge shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II Basic Services of the Consultant

- A. In consideration of the compensation herein provided, Consultant shall perform professional services for the Project, which are acceptable to the County, based on standard engineering practices and the scope of work described in this Agreement. Consultant shall also serve as County's professional consultant in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Consultant's services.
- B. County shall provide Consultant with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to this particular Project at no cost to Consultant; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs Consultant.

- C. Consultant shall perform the following Basic Scope of Services (the “Basic Scope of Services”):
1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County, in accordance with the requirements, policies, and general practices of Williamson County.
 2. Consultant will perform the following services, as per Consultant’s proposal letter dated 2/17/2010:
 - A. Developing and documenting the County’s comments on the United States Environmental Protection Agency’s proposed new National Ambient Air Quality Standard (NAAQS) for ozone.
 - B. Review of EPA’s current ozone NAAQS proposal, a review of existing technical reports and other documents produced for Williamson County related to any ozone NAAQS (current or previously proposed), the production of a draft set of comments for review by County and its other officials, and a final, complete set of detailed comments ready for submittal to the EPA by their March 22, 2010 deadline. The comments will include discussions regarding the soundness of the air quality science used to set the proposed standard, an analysis of the 11 factors EPA considers in evaluating attainment status, the impact and influence of transported and background ozone and ozone precursors, the pro-active measures already in place in the County, and future measures planned by the County.

Section III Fee schedule

- A. For and in consideration of the performance by Consultant of the work described in the Basic Scope of Services, County shall pay and Consultant shall receive the lump sum fee set forth in Exhibit I, which is attached hereto. Invoices shall be submitted by Consultant on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. Prior to the performance of services not specifically described in the Basic Scope of Services, Consultant and County shall mutually agree, in writing, on the scope and compensation for any such additional services.

Section IV Period of Service

- A. Consultant shall perform the professional services described herein in accordance with the time periods set forth in Section II. C. above.
- B. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by Consultant of written

Notice of Reinstatement from County.

- C. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering, surveying and consulting practices and the scope of work described in this Agreement), through no material fault of the terminating party.
- D. Either party may terminate this Agreement for convenience and without cause or further liability upon ten (10) days written notice to the other party; provided that the terminating party is not in breach of this agreement. In the event of termination for convenience and without cause, it is understood and agreed that only the amounts due to Consultant for services provided and expenses incurred to and including the date of termination, will be due and payable.
- E. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V

Consultant's Responsibility and Liability

- A. Consultant covenants to undertake no task in which a professional license or certificate is required unless it or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five working days.
- B. Consultant shall perform all services and responsibilities required of Consultant under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the Project.
- C. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of County, to perform the services when and as required and without delays. It is understood that County will approve assignment and release of all key Consultant and professional personnel.
- D. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's and/or County Judge's request be immediately removed from association with the Project.
- E. Consultant shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- F. Consultant is an independent contractor under this Agreement. Neither it nor any officer, agent nor employee of Consultant shall be classified as an employee of County.

Section VI Ownership of Documents

- A. Any and all documents prepared by Consultant as a part of this Agreement shall become the property of County and upon completion of the work or termination of this Agreement or as otherwise instructed by County and/or County Judge, shall be delivered to County in an organized fashion with Consultant retaining a copy.
- B. Any reuse by Consultant of any such documents described in Subsection A. above, without the specific written consent of County shall be at Consultant's sole risk and without liability or legal exposure to County. Should Consultant be terminated, Consultant shall not be liable for County's use of partially completed reports for this Project or any other project.

Section VII Maintenance of and Right of Access to Records

- A. Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation produced as a part of this Agreement for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. Consultant further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

Section VIII Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- C. ***Equal Opportunity in Employment.*** Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit II, which is attached hereto and made a part hereof.
- D. ***Certificate of Consultant.*** Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Consultant further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. ***Notice.*** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CONSULTANT: Oris Solutions, LLC
c/o James Red, Senior Consultant
4611 Bee Caves Rd, Suite 100
Austin, Texas 78746

COUNTY: Williamson County Judge
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

with copy to: Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

- F. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent County becomes aware that Consultant is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, Consultant hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax

Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, County shall not have an affirmative duty to determine if Consultant is delinquent in the payment of property taxes.

- G. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- H. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- I. ***Taxpayer Identification.*** Consultant shall provide to County Judge upon submittal of Consultant's initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- J. ***Compliance with Laws.*** Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Consultant shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- K. ***Definition of Consultant.*** The term "Consultant" as used herein is defined as including Registered Professional Surveyors and Engineers, as applicable to the work to be performed under this Agreement.
- L. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- M. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- N. ***Entity Status.*** By my signature below, I certify that Consultant is a corporation, duly authorized to transact and do business in the State of Texas.
- O. ***Acknowledgement.*** As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- P. ***Independent Contractor Status.*** Both parties hereto, in the performance of this contract,

shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Consultant shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Consultant's employees.

- Q. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- R. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- S. ***Interest and Late Payments.*** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the party requesting payment of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- T. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no

presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

- U. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- V. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both County and Consultant. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200____

THE CONSULTANT:

WILLIAMSON COUNTY:

ORIS SOLUTIONS, LLC

BY: _____

BY: _____

Dan A. Gattis, County Judge

Printed Name: _____

Representative Capacity: _____

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

LUMP SUM FEE

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The lump sum fee for the performance of the Basic Scope of Services described in the Agreement shall be the sum of \$7,350.00 (Seven Thousand Three Hundred Fifty and no/100 Dollars.

Costs will only be billed for work/hours completed and will not exceed the total estimated amount in Table 1 unless a change in scope of work is requested by and approved by the County. If travel becomes necessary, automobile travel within Texas will be billed at a rate of \$0.50/mile. Any other travel costs, including air fare, lodging, meals, parking, etc will be reimbursable based on current Williamson County per diem rates. However, the current scope of work does not include travel.

Table 1 - Tasks and Costs

Task	Description	Estimated time (hrs)	Charge Rate (\$/hour)	Cost/Task
1	Review current EPA ozone NAAQS proposal	8	\$105	\$840
2	Review existing technical documents provided by client	16	\$105	\$1,680
3	Development and production of draft set of comments	30	\$105	\$3,150
4	Production of final comments for submittal to EPA	16	\$105	\$1,680
	Total Estimated Cost		72	\$7,350

- 1.2 Consultant shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Agreement at the Consultant's invoice cost.

SECTION 2 - NOT-TO-EXCEED AMOUNT

- 2.1 Consultant and County acknowledge the maximum amount payable under this Agreement for all labor and non-labor costs and expenses, without modification, shall be \$7,350.00 (not-to-exceed-amount). In no event may the aggregate amount of compensation and expenses authorized under this agreement exceed this not-to-exceed-amount.

SECTION 3 - ADDITIONAL SERVICES

- 3.1 For Additional Services, the scope and compensation for the additional services shall be negotiated in advance of the performance of any such services and reduced to a written agreement.

SECTION 4 – REQUIRED SUPPORTING DOCUMENTATION

- 4.1 Upon submittal of the initial invoice for service, Consultant shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 4.2 All invoices submitted to County will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the Project.
- 4.3 For Additional Services performed pursuant this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 4.2 of this Exhibit.
- 4.4 Invoices requesting reimbursement for expenditures related to the project must be accompanied by copies of the provider's invoice which was previously paid by Consultant.

EXHIBIT II

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. In the event of Consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Discuss and take action on Block House Creek Agreement Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on Block House Creek Agreement

Background

Attachment was too large to attach to the agenda.

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: Terri Countess
Started On: 02/18/2010 11:55 AM
Final Approval Date: 02/18/2010

Interlocal Agreement with Hood County, TX Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider approving the interlocal cooperative purchasing agreement between Williamson County and Hood County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Hood County Interlocal Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/17/2010 09:45 AM
Final Approval Date: 02/17/2010

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BY AND BETWEEN WILLIAMSON COUNTY, TEXAS AND
HOOD COUNTY, TEXAS

THIS AGREEMENT is made and entered into by and between **WILLIAMSON COUNTY**, a political subdivision of the State of Texas, and **HOOD COUNTY**, a political subdivision of the State of Texas.

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allow the local governments to purchase from a contract currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, WILLIAMSON COUNTY currently has a contract for products and/or services, a copy of each such contract is attached to this agreement collectively as Exhibit "A: and each such existing contract between **WILLIAMSON COUNTY** and the respective vendor is made a part of this Agreement as if recited herein verbatim; and **HOOD COUNTY** has a need for same and desires to enter into a Cooperative Purchasing Agreement with **WILLIAMSON COUNTY** pursuant to Chapter 271 et seq. (Cooperating Purchasing Program), Local Government Code, in order to make purchases for products and/or services provided by such vendors; and

WHEREAS, HOOD COUNTY agrees to prepare, execute and administer its own contract with the vendor and **WILLIAMSON COUNTY** shall not be a party to the **HOOD COUNTY'S** agreement with the vendor.

NOW, THEREFORE, WILLIAMSON COUNTY and **HOOD COUNTY**, for the mutual consideration hereinafter stated, agree as follows:

I.
EFFECTIVE DATE

The effective date of this Agreement shall be effective upon execution by the parties.

II.
DUTIES OF HOOD COUNTY

HOOD COUNTY agrees to prepare, execute and administer its own contract with the vendor, and **WILLIAMSON COUNTY** shall not be a part to the agreement with the vendor and the other governmental entity. **WILLIAMSON COUNTY** shall have no obligations for payment to the vendor for any services or goods incurred by any party other than **WILLIAMSON COUNTY**. Any payments owed the vendor for services or goods shall be paid directly by **HOOD COUNTY**. **HOOD COUNTY** will be responsible

for the vendor's compliance with provisions relating to the quantity of items and terms of delivery and any other terms or conditions of its agreement with the vendor.

III.
TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

IV.
NOTICE

Notice as required by the Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing ten (10) days of any change in the information in this paragraph.

WILLIAMSON COUNTY

Honorable Dan A. Gattis
County Judge
WILLIAMSON COUNTY, Texas
710 Main Street, Ste 101
Georgetown, TX 78626

HOOD COUNTY

Honorable Andy Rash
County Judge
HOOD COUNTY, Texas
1402 W. Pearl St.
Granbury, TX 76048

V.
ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between WILLIAMSON COUNTY and HOOD COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VI.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in **WILLIAMSON COUNTY**, Texas. Exclusive venue shall be **WILLIAMSON COUNTY**, Texas.

VII.
SEVERABILITY

The provisions of the Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement shall be found to be contrary to the law or contrary to any rule or regulation having the force and effect of the

law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

VIII.

AUTHORITY TO SIGN/COUNTY COMMISSION AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

HOOD COUNTY has executed this Agreement pursuant to the duly authorized vote of the **HOOD COUNTY** Commissioners' Court on Feb. 9, 2010.
WILLIAMSON COUNTY has executed this Agreement pursuant to the vote duly authorized by **WILLIAMSON COUNTY** Commissioners' Court on _____, 2010.

IX.

ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

X.

INTERPRETATION OF AGREEMENT

This is a negotiated Agreement, and should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

XII.

REMEDIES

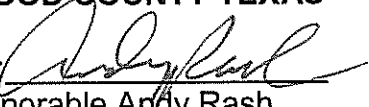
No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waive thereof.

EXECUTED in duplicate originals this _____ day of _____ 2010.

WILLIAMSON COUNTY, TEXAS

BY: _____
Honorable Dan A. Gattis
County Judge
710 Main Street, Ste 101
Georgetown, TX 78626

HOOD COUNTY TEXAS

By: 
Honorable Andy Rash
County Judge
1402 W. Pearl St.
Granbury, TX 76048

ATTEST:

ACKNOWLEDGEMENTS

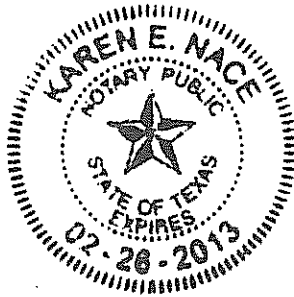
STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

This instrument was acknowledged by me on the ____ day of ____ 2009 by the Honorable Dan A. Gattis, County Judge of **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of such subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF HOOD)

This instrument was acknowledged by me on the 9th day of Feb. 2009 by the Honorable Andy Rash, County Judge of **HOOD COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of such subdivision.



Karen E. Nace
NOTARY PUBLIC, STATE OF TEXAS

Authorizing advertisement and setting date for Juvenile Services Food Services

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of April 13, 2010 at 2:00pm in the Purchasing Department to receive proposals for Food Services for the Williamson County Juvenile Services Facility

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)	Kerstin Hancock	02/17/2010 02:03 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/17/2010 02:38 PM	APRV

Form Started By: Kerstin Hancock
 Started On: 02/17/2010 10:12 AM
 Final Approval Date: 02/17/2010

Fiber Optic Cable to Close Network Loop Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jay Schade
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Installation of Fiber Optic Cable to Close Network Loop, Proposal # 10WCP901, to the overall best proposal, Titus Systems, LP, with a contract total of \$88,529.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Titus Agree](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/11/2010 11:19 AM
Final Approval Date: 02/17/2010

AGREEMENT made as of the 10TH day of FEBRUARY in the year 2010.

BETWEEN the Owner:

and the Contractor:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626
512-943-3553 / 512-943-1575 FAX

Titus Systems, LP
1821 Central Commerce Court
Round Rock, TX 78664
512-252-7171 / 512-252-7278 FAX

for the following Project:

Installation of Fiber Optic Cable to Close Network Loop - RFP# 10WCP901

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Attachments A (provided by Owner), B (Add Alternate Proposal), C (Scope of Work and Project Schedule), C-1 (Certificate of Insurance), D (Schedule of Values), Williamson County Request for Proposals # 10WCP901 and Addenda issued prior to execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor has entered into a contract with the Owner to perform certain labor and furnish supervision, labor, certain tools, equipment, materials and other services for the construction and completion of the Project in the manner set out in the Contract Documents, the work described in **Attachment C** of this Agreement.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be in accordance with the terms of a notice to proceed from Owner. Contractor will prosecute the Work regularly, diligently and without interruption within the time specified in the progress schedule, which is set forth within the Scope of Work and Project Schedule. Contractor shall cooperate with Owner in scheduling and performing the Work to avoid conflict, delay in or interference with the work of other Contractors or Subcontractors.

§3.2 **Delay** means that the work shall be extended by one working day for each day the Contractor is reasonably unable to work because of the following as reasonably agreed to, in writing, by Contractor and Owner:

- Unusually adverse weather conditions that delay the Work, taking into consideration the location and season where the Work is being performed; or
- Owner preventing Contractor reasonable access to the Project; or
- Other circumstances or conditions beyond the Contractor's control; or
- Force majeure

§3.3 Completion of the Work is of the essence of this Agreement. Therefore, Contractor agrees:

1. to provide materials, equipment, tools, labor, and supervision necessary to commence the Work upon Owner's order to do so;
2. to perform the Work and all parts of the Work promptly, diligently, in a good and workmanlike manner in such order and sequence as set forth in the Scope of Services to assure the efficient, expeditious and timely prosecution of the entire Work;

____ Owner  Contractor

Williamson County RFP#10WCP901

3. and to furnish sufficient forces, supervision, tools, equipment, and materials, at such times and for such periods, as will result in the progress of the Work in a reasonable manner.

ARTICLE 4 CONTRACT SUM

§4.1 The Owner shall pay to Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighty-Eight Thousand Five Hundred Twenty-Nine Dollars (\$88,529.00), subject to additions and deductions as provided in the Contract Documents.

§4.2 The Contract Sum is based upon the following alternates, if any which are described in the Contract Documents and are hereby accepted by the Owner:

Fiber Optic Cabling to Close Fiber Loop Proposal:	\$73,872.00
Connection to Lott Building:	\$12,441.00
Replace the Non-armored Fiber with Armored Fiber in Original Proposal:	\$3,405.00
Replace the Non-armored Fiber with Armored Fiber to the LOTT Building:	\$1,409.00
Rail Road Crossing Permit:	\$2,000.00
Deduction Due to Change in Route	-\$4,598.00

Note: Price does not include any pole or RR crossing Annual Lease Fees

§4.3 Owner may make changes in the Work or the time allowed to complete the Work by executing a written change order ("Change Order") signed by the Owner and Contractor respectively authorized representative setting forth any additions, deletions or alterations to the Work, the materials and equipment which are part of the Work, and any increase or decrease, if any, in the Contract Sum or time allowed to complete the Work, and Contractor shall promptly follow such Change Order. All Change Orders shall indicate the reasonable profit and overhead factor associated with the Work to be performed under a particular Change Order. Any Change Proposals must be approved in advance of the commencement of the Work. All terms of this Agreement shall apply to any changes in the Work in like manner and to the same extent as the Work. Employees of Contractor at the job site, including the Project Manager, are not authorized to execute Change Orders on behalf of Contractor.

§4.4 Subsequent Add Alternate Proposals

ALT#1: Underground Construction (If required through permit process):	\$13,850.00
ALT#2: Payment and Performance Bond: (If Required)	\$2,420.00

ARTICLE 5 PAYMENTS

§5.1 PROGRESS PAYMENTS

§5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

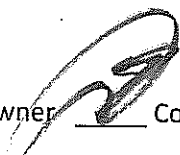
§5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§5.1.3 Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of Owner's receipt of such Application for Payment provided there is no dispute in relation to the amount requested in the Application for Payment.

§5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. This schedule, unless objected by the Owner, shall be used as a basis for reviewing the Contractor's Application for Payment.

§5.1.5 Application for Payment shall show the percentage of completion of each portion of the Work as the end of the period covered by the Application for Payment.

§5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

____ Owner  Contractor

.1 Take that portion of the Contract Sum properly allocable to the completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent (5%). The Contractor may also request payment for Work completed under a Construction Change Order in Applications for Payment.

.2 Add that portion of the Contract Sum properly associable to materials and equipment delivered and suitable stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing), less Retainage of zero percent (0%);

.3 Subtract the aggregate of previous payments made by the Owner

§5.1.7 Either party may request changes in the work as originally proposed in this Agreement. All changes will require a Change Order indicating work to be performed and the associated costs of such work including a reasonable profit and overhead factor. Any Change Proposals must be approved in advance of the commencement of the Work. Approved Change Orders may increase or decrease the Contract Sum.

§5.2 FINAL PAYMENT

§5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor with in thirty (30) days when

- .1 Contractor gives written notice that all Work has been fully performed; and
- .2 All acceptance of Work have been received and any appropriate and applicable certificates, permits and approvals have been issued, as contemplated in the Scope of Work and Project Schedule;
- .3 A final Certificate of Payment has been issued by the Owner.

ARTICLE 6 DISPUTE RESOLUTION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the American Arbitration Association ("AAA") in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

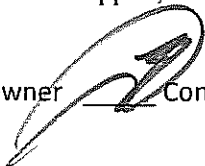
The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

ARTICLE 7 TERMINATION OR SUSENSION

§7.1 The Contractor may elect to terminate this Agreement for any of the following reasons:

§7.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

§7.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

____ Owner  Contractor

Williamson County RFP#10WCP901

§7.1.3 Because the Owner has not made payment on a Application for Payment in accordance with the terms of this Agreement or has not notified the Contractor of the reason for withholding payment; or

§7.1.4 Justifiable Cause: If, through no act or fault of the Contractor or Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to delays or interruptions of the entire Work by the Owner in the aggregate more than 120 days in any 365-day period.

§7.2 If one of the reasons described in Section 7.1 exists, the Contractor may, upon seven days' written notice to the Owner, terminate this Agreement and recover from the Owner payment for Work executed, including reasonable overhead and profit.

§7.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within twenty (20) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within twenty (20) days, then and in that instance, the twenty (20) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within twenty (20) days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies set forth herein and at law, terminate this Agreement.

§7.4 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 7.5 Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party provided that such terminating party is not then in breach of any of the covenants, terms and/or conditions of this Agreement. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Agreement for convenience provided that such terminating party is not then in breach of any of the covenants, terms and/or conditions of this Agreement.

§7.6 The Contract Sum shall be adjusted for increases in the cost caused by suspension, delay or interruption as described in Section 7.4. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was or would have been so delayed or interrupted by another cause for which the Contractor was responsible; or that an equitable adjustment is made or denied under another provision of this Agreement.

ARTICLE 8 WARRANTIES

Contractor warrants its workmanship of the Work for a period of three (3) years following the date of Final Payment and acceptance. The equipment and products that are provided as a party of Contractor's work shall contain a twenty-five (25) year or associated manufacturer's specified warranty that shall be transferred to the Owner following Final Payment and acceptance. During the warranty period, Contractor shall repair or replace, at no cost to Owner, all defective system components and/or correct deficiencies in workmanship within twenty-four (24) hours after receiving notification of such deficiency from Owner. Materials used in the Work will retain their respective Manufacturer's Warranty as provided by each manufacturer. Furthermore, Contractor shall implement the standard quality control procedures defined Williamson County Request for Proposals # 10WCP901 and as otherwise defined therein for installation of the fiber

____ Owner  Contractor

Williamson County RFP#10WCP901

system. Contemporaneously with the execution of this Agreement, Contractor shall produce written criteria for quality control guidelines to be employed.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§9.1 Payment, Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Applications for Payment shall be paid by Owner within thirty (30) days from the date of the Williamson County Auditor's receipt of an Application for Payment. Interest charges for any late payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an Application for Payment, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an Application for Payment to evidence the amount claimed to be due, Owner shall notify Contractor of the discrepancy. Following Owner's notification of any discrepancy as to an Application for Payment, Contractor must resolve the discrepancy and resubmit a corrected or revised Application for Payment, which includes all required support documentation, to the Williamson County Auditor. Owner shall pay the Application for Payment within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised Application for Payment. Owner's payment of an Application for Payment that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised Application for Payment.

§9.2 Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the parties' representatives at the following addresses:

The Owner's representative

Bob Space, Purchasing Director *Bill Bingham*
512-943-~~3553~~ *1423*
~~purchase@wilco.org~~ *B.Bingham@wilco.org*
Jonathan Harris, Asst. Purchasing Agent
~~512-943-1692~~
~~joharris@wilco.org~~

The Contractor's representative

Cory Brymer, Operations Manager
Cory.Bryment@Titus-Systems.com
Joseph E. Begey, Jr., CFO
Joe.Begey@Titus-Systems.com
512-252-7171

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§9.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain

____ Owner  Contractor

Williamson County RFP#10WCP901

release based on force majeure, the party obligated to perform shall file a written request with the other party.

§9.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

§9.5 Indemnity. CONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS OWNER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

§9.6 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

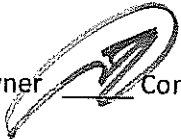
§9.8 Assignment. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

§9.9 Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

§9.10 Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

§9.11 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

§9.12 Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no

____ Owner  Contractor

Williamson County RFP#10WCP901

presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

§9.13 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

§9.14 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

§9.15 No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

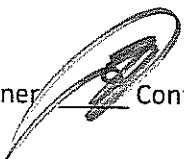
§9.16 Owner's Right to Audit. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

§9.17 Non-Appropriation and Fiscal Funding. The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Owner shall have the right to terminate this Agreement at the end of any Owner fiscal year if the governing body of Owner does not appropriate sufficient funds as determined by Owner's budget for the fiscal year in question. Owner may effect such termination by giving written notice of termination at the end of its then-current fiscal year. In the event Owner must terminate this Agreement pursuant to this provision, Owner hereby acknowledges that it is obligated to pay Contractor for all amounts, including all amounts of accepted change orders, contract amounts and purchase orders that are owing as of the date of Owner's termination.

ARTICLE 10 INSURANCE

§10.1 During the life of this Agreement, Contractor agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate, including coverage on same for independent subcontractor(s).

____ Owner  Contractor

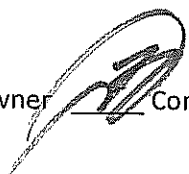
Williamson County RFP#10WCP901

WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

Contractor shall not commence any Work under this Agreement until it has obtained all required insurance and such insurance has been approved by Owner. Contractor shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Contractor shall furnish Owner with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER OWNER HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

____ Owner  Contractor

This Agreement entered into as the day and year first written above.

Williamson County

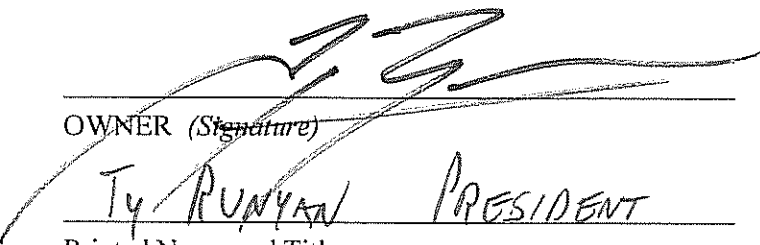
OWNER (Signature)

Printed Name and Title

Signature Date

Titus Systems, LP

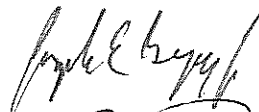

OWNER (Signature)

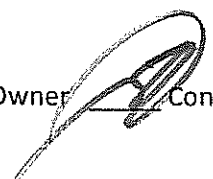

Ty RUNYAN PRESIDENT

Printed Name and Title

2/10/10
Signature Date

REVIEWED AND APPROVED:

Owner  Contractor

ATTACHMENT A

Attachment A

Please provide your response to the following listed criteria. Please include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Please note the following:

If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.

- 1) Pricing with detailed information of your proposed cable routing solution. Include separate price and routing solution for the possible connection of the Lott Center (30 pts)
(Please respond to this criterion in the provided space below)

Attached is a drawing of our planned route (Tab 1). 

This proposal assumes that we can attach to the existing poles, Placement of one pole along Hwy 29 and No underground construction required.

Fiber Optic Cabling to Close Fiber Loop Proposal:	\$73,872.00
--	--------------------

Connection to Lott Building:	\$12,441.00
-------------------------------------	--------------------

- 2) Estimated project length (# of days), with and without the connection of the Lott Center (20 pts)
(Please respond to this criterion, in the provided space below)

Permits can will take an average of 4 weeks (depends on processing time).

Construction/Install will take 5 weeks (25 days) without the Lott Connection.

Construction/Install will take 7 weeks (35 days) with the Lott Connection.

- 3) Warranty/Guarantee to be provided to Williamson County (20 pts)
(Please respond to this criterion in the provided space below)

A Manufactures warranty will be provided for 25 years.

A 3 year Workmanship Warranty will also be provided by Titus Systems LP.

Clarifications:

Warranty will not cover any natural causes, tear downs or damages by others and or rodent damage.

- 4) Years of experience firm has in the fiber optic cable industry (10 pts)
(Please respond to this criterion in the provided space below)

Titus Systems has been in the Fiber Optic Industry for 23 Years.

- 5) Vendor Qualifications (certifications, licenses, personnel resumes, etc), and References from (3) three similar fiber optic cable installation projects (20 pts)
(Please respond to this criterion in the provided space below)

Attached is a detailed list of our Qualified Team (Tab 2). 

Project References

Greater Austin Area Telecommunications Network (GAATN)

Contact: City of Austin

625 E. 10th Street, 6th floor, Austin, TX 78701

James Gomez, GAATN Network Manager 512.974.2482

James.gomez@ci.austin.tx.us

Contract Amount: \$1,400,000

Percent Complete: Maintenance

Completion Date: N/A

Bond Requirement: \$180,000

Design-Build Misc. Construction, Renovation & Alteration Projects

Owner: Department of the Army, Corps of Engineers

P.O. Box 17300, Fort Worth, TX 76102-0300

Contractor: Hensel Phelps Construction Company

P.O. Box 140107, Austin, TX 78714-0107

Ross Messner, Sr. Estimator 254.532.9170 rmessner@henselphelps.com

Contract Amount: \$685,740.00

Percent Complete: 100%

Completion Date: Feb. 2006

Bond Requirement: \$700,000.00

University of Mary Hardin-Baylor – Campus-wide Fiber upgrade

Owner: The University of Mary Hardin-Baylor

Contact: Shawn Kung, Director of Information Technology

900 College Street, UMHB Box 8425, Belton, TX 76513

Shawn.Kung@umhb.edu (254)295-4658

Contract Amount: \$145,838.00

Percent Complete: 100%

Start Date: July 2008

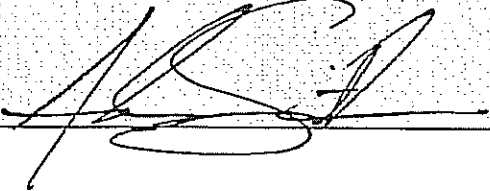
Completion Date: August 2008

Installation of Fiber Optic Cable to Close Network Loop

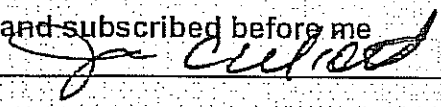
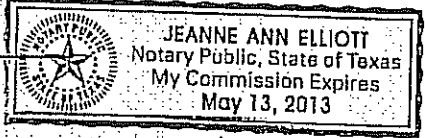


WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:	Adam Smith
Name of Company:	Titus Systems, LP
Date:	12/30/09
Signature of person submitting form:	

Notarized:

Sworn and subscribed before me by: 	
on 12/29/09 (date)	

WILLIAMSON COUNTY PROPOSAL FORM
Installation of Fiber Optic Cable to Close Network Loop
PROPOSAL NUMBER: 10WCP901

NAME OF PROPOSER: **Titus Systems LP,**

Mailing Address: **1821 Central Commerce Ct. Suite 100**

City: **Round Rock** State: **Texas** Zip: **78664**

Email Address: **adam.smith@titus-systems.com**

Telephone: (**512**) **252-7171** Fax: (**512**) **252-7278**

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

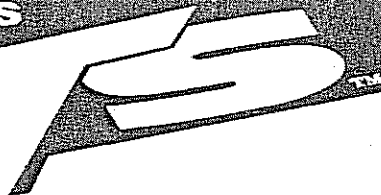
Signature of Person Authorized to Sign Proposal Date: **12/30/09**

Printed Name and Title of Signer: **Adam Smith** **Lead Estimator**

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

ATTACHMENT B
ALTERNATE PROPOSAL

**Titus Systems
Data Com**1821 Central Commerce Ct
Suite 100
Round Rock, TX 78664
512-252-7171
fax 252-7278

Attachment B

Add Alternate Proposal

Project: Williamson County Fiber Loop.

Date: 01/21/10

We appreciate your continued interest in our services and thank you for the chance to offer the following proposal for the Fiber Optic Cabling project referenced above. Below is the requested Add Alternate pricing,

<u>ALT#1: Replace the Non-armored Fiber with Armored Fiber in Original Proposal:</u>	<u>\$3,405.00</u>
<u>ALT#2: Replace the Non-armored Fiber with Armored Fiber to the LOTT Building:</u>	<u>\$1,409.00</u>
<u>ALT#3: Underground Construction (If required through permit process):</u>	<u>\$13,850.00</u>
<u>ALT#4: Rail Road Crossing Permit:</u>	<u>\$2000.00</u>
<u>ALT#5: Payment and Performance Bond: (If Desired/Required)</u>	<u>\$2420.00</u>

A. Clarifications/Qualifications/Exclusions:

1. Clarifications fall to original bid documents.
2. Price does not include any pole or RR crossing annual lease fees; these fees will be handled directly between Williamson County and utility provider/owner.

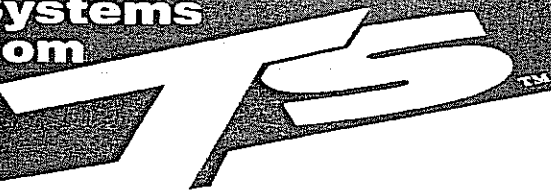
Should questions or the need for additional information arise, please feel free to contact me.

Thank you,

Adam Smith
Lead Estimator
Titus Systems, LP
512-252-7171

**Titus Systems
Data Com**

1821 Central Commerce Ct
Suite 100
Round Rock, TX 78664
512-252-7171
fax 252-7278



Change in Route

Project: Williamson County Fiber Loop.

Date: 02/9/2010

Jonathan,

The following amount is for the changes in the route that we discussed with your firm. Our original design will be modified accordingly to reflect the changes in pathway reducing overall costs.

Total Deduct: \$4,598.00

A. Clarifications/Qualifications/Exclusions:

1. Clarifications fall to original bid documents/contract.

Should questions or the need for additional information arise, please feel free to contact me.

Thank you,

Adam Smith
Lead Estimator
Titus Systems, LP
512-252-7171

ATTACHMENT C
SCOPE OF WORK AND PROGRESS SCHEDULE

SEE ATTACHMENT A

AERIAL FIBER OPTIC CABLING

General

1 Scope of work

These guidelines are to serve as the minimum requirement for all new construction and retrofit work, including all materials, equipment, and labor necessary to install, test, and certify cabling system. On new construction sites the conduits will be provided by other contractors.

- a. The structured cabling system for this project includes all communications cabling, wire ways, patch cords, and related connectors, mounting hardware, identification devices, accessories, and appurtenances for TIA/EIA Fiber Optic cabling system.
- b. The design review will be made available to the project site contact, data processing, and any additionally needed personnel prior to installation. This group will make up the Design Review Team. Design documents will be provided by the contractor with input from the Design Review Team. A joint site survey will be scheduled to verify and agree on requirements.
- c. Provide Fiber Optic Cabling to Close Fiber Loop with an Additional Alternate Proposal of connection of the Lott Center. The installation shall include all accessories, devices, and labor.

2 Submittals

- a. Submit for approval, manufacturer's catalog data bearing the printed logo or trademark for items proposed
- b. Receive approval in writing from the Design Review Team for each item of submission prior to commencing work. Items to be considered for substitution must be clearly indicated as a substitute item at time of submission.
- c. Samples of materials/devices shall be provided as requested by the Design Review Team. Samples shall be returned to the contractor after formal review is complete and written authorization to use submitted products has been received.
- d. As-built drawings shall be provided which indicate accurately all approved changes, labeling, actual device mounting locations, and all pertinent graphical information necessary to facilitate system administration, maintenance, and future moves. Contract drawings shall be furnished to the contractor and shall be returned and revised to reflect as-built conditions using the same format. The as-built drawings shall be returned no less than ten (10) working days from the substantial completion of the project and copies furnished to the members of the Design Review Team during the final inspection of each project.

3 Quality Assurance

- a. All work performed under this contract shall be done in accordance with the most recent issues of codes,
- b. The Aerial Fiber Optic Cabling System Contractor shall be an experienced firm regularly engaged in the layout and installation of cabling systems of similar size and complexity as required for this installation.
- c. A pre-design meeting may be held with the selected contractor to answer any further questions.

4 Delivery, Storage, and Handling

- a. The contractor shall make all arrangements to unload and transport delivered materials and equipment to the job site. Equipment and materials shall be received at the site in new condition and shall be maintained in new condition throughout the installation process.
- b. Designated telecommunication rooms may be used with the project manager's approval for material storage.
- c. Materials shall be new. Damaged or deteriorated equipment and material will not be acceptable.

5 Project/Site Conditions

- a. Conditions of the projects will vary with each installation. The majority of the buildings within the scope of this work will be occupied during this installation. Every consideration must be given to the building occupants.
- b. Projects may require some work to be performed when the building is unoccupied or after normal working hours.

6 Sequencing/Scheduling

- a. This task shall be the responsibility of the Aerial Fiber Optic Cabling System Contractor. Scheduling of work to be performed in existing, occupied buildings shall be the responsibility of the project manager along with the Design Review Team.

7 Warranty

- a. The installed structured cabling system shall be GUARANTEED against defects in material and installation for a minimum period of three years from the date of completion. Longer periods of warranty as provided by the equipment manufacturer will be provided.
- b. Upon completion of the project, all Owner's Manuals and related documents will be provided to the Design Review Team.

Execution

1 Installation

- a. The installation shall be in strict accordance with all applicable codes and standards, the respective manufacturer's written instructions, contract drawings, and these specifications. All materials, equipment, and devices shall be new and unused, of current manufacture of the highest grade, free from defects.
- b. Workmanship shall be of the highest grade in accordance with modern practice. The installed system shall be neat, clean, and well organized in appearance. Provide working clearances for normal system operation, reconfiguration, and repair.

2 Cabling

- a. Route cabling in provided/existing pathways if available. Install all required cabling support systems per TIA/EIA 568A. All cables shall follow the building at parallel and perpendicular angles and be supported every 4' with approved methods. No cables shall be supported by the ceiling grids or attached to any existing conduit or ceiling support wires.
- b. Any penetrations must be sleeved and fire stopped as required by NEC, State and County Codes.

3 Termination

- a. Fiber termination shall be made in strict accordance with TIA guidelines as well as the manufacture's printed instructions for both the cable and the termination device for all field connections in the "horizontal telecommunications link".

4 Identification

- a. Label cable at each end. All labels shall be produced using a laser printer and shall be easily readable from the floor level when viewing a backboard, panel, or communications outlet from the front. Handwritten labels are not acceptable. Provide data sheets describing proposed labeling products for cable and conduit with pre-installation submittals.
- b. Label all fiber and copper uplink cables to identify equipment connection.

5 System Verification and Acceptance

- a. Fiber Optic Cable shall be tested with a Anritsu OTDR. The OTDR shall be fitted with an appropriate storage device for storing test results in *.WMF format. Each strand of the installed fiber optic cabling, with mated connectors at each end, shall have a total power loss (in db) less than or equal to the manufacturers' performance specifications for the cable and connectors, when adjusted for the installed length, and with an allowable deviation of 1.0 db.
- b. Document results of testing and submit to the owner's representative for review and approval. The test log to be submitted shall include outlet identifiers as indicated on the drawings, the test date, the initials of the technician who performed the test, and the test results.

6 Instruction of Owner

- a.** Final acceptance shall include a "walk-through" of the system for location and labeling orientation, a discussion of overall system concepts and configuration, specific instruction in system reconfiguration using patch cords in the wiring closets, a review of the as-built drawings, a review of the system testing and acceptance documentation, and guidelines for basic trouble-shooting of the structured cabling system.
- b.** The instruction shall be presented in an organized and professional manner by a person who is thoroughly familiar with the installation.

ATTACHMENT C-1
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID MC
TITUS-1DATE (MM/DD/YYYY)
01/22/10

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759 Phone: 512-452-8877 Fax: 512-452-0999	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Titus Systems, LP 1821 Central Commerce Ct., #100 Round Rock TX 78664	INSURER A: America First Lloyds	
	INSURER B: The Netherlands Ins. Co.	
	INSURER C: America First Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

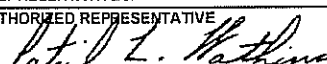
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	CBP9851354	05/28/09	05/28/10	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> XCU Included				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual				GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	BA9851654	05/28/09	05/28/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
C	EXCESS / UMBRELLA LIABILITY	CU9851854	05/28/09	05/28/10	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$	
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9850654	05/28/09	05/28/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	E.L. EACH ACCIDENT				\$ 1,000,000		
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000		
A	OTHER	CBP9851354	05/28/09	05/28/10	Per Item	50,000	
	Equipment Floater				Max Limit	100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Installation of Fiber Optic Cable to Close Network Loop
Proposal #10WCP901

CERTIFICATE HOLDER

CANCELLATION

WILCO02 Williamson County Purchasing Department 301 SE Inner Loop, Ste. 106 Georgetown TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT D
SCHEDULE OF VALUE

Traffic Signal Maintenance Bid Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Joe England
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of March 17, 2010 at 11:00am in the Purchasing Department to receive bids for Traffic Signal Maintenance for Williamson County, Bid # 10WC807.

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: Patrick Strittmatter Started On: 02/18/2010 09:09 AM
Final Approval Date: 02/18/2010

**Possible Purchase or Lease of Property by the County or Sale or Lease of
County-Owned Property by the County
Commissioners Court - Regular Session**

Date: 02/23/2010
Submitted By: Prejean Henry, County Attorney
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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

- 1) Proposed or potential purchase or lease of property by the County
 - Possible purchase of property for County facility or facilities location
- 2) Proposed or potential purchase, lease or exchange of County-owned property
 - Possible sale of County real property

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: Prejean Henry
 Started On: 02/09/2010 04:25 PM
 Final Approval Date: 02/10/2010

Discuss real estate matters

Commissioners Court - Regular Session

Date: 02/23/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

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

1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 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 O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - f) Discuss proposed acquisition of property for proposed SH 29 project.
 - g) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - i) Discuss proposed acquisition of property for right-of-way on CR 175 from the intersection at CR 177 to RM 2243.
 - j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

k) Discuss proposed acquisition of property for right-of-way on CR 313.

l) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

m) Discuss proposed acquisition of property for right-of-way on CR 138.

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: Charlie Crossfield Started On: 02/18/2010 09:40
AM

Final Approval Date: 02/18/2010

**Possible Purchase or Lease of Property by the County or Sale or Lease of
County-Owned Property by the County
Commissioners Court - Regular Session**

Date: 02/23/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Possible Purchase or Lease of Property by the County or Sale or Lease of
County-Owned Property by the County

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: Prejean Henry
Started On: 02/09/2010 04:06 PM
Final Approval Date: 02/09/2010
