

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 2ND, 2010
9:30 A.M.

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

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

CONSENT AGENDA

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

(Items 5 – 11)

5. Discuss and consider approving a line item transfer for Constable Pct. #4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0554-003002	Vehicle Equipment	1100.00	
to	0100-0554-005700	Vehicles	1100.00	

6. Discuss and consider approving a line item transfer for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0560-001100	F/T Salaries	8038.40	

To	0100-0560-001107	Temporary/Seasonal	8038.40	
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7. Discuss and consider approving a line item transfer for the County Attorney:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0475-003010	Computer Equipment	4279.11	
to	0100-0475-003006	Office Equipment	4279.11	

8. Consider approving the Treasurer's Report on the Williamson County Finances for January 2010.
9. Consider approving Property Tax Refunds Over \$2,500.00 for the month of January 2010 for the Williamson County Tax Assessor/Collector.
10. Consider and Discuss appointment of Brian Dirner, Sean Stoudt, Alan Behr, Albert Olguin, and Rick Brann as reserve deputies for Precinct One Constable.
11. Consideration of Denial of Approval of Preliminary Plan B / Plat B - Green Haven Subdivision

REGULAR AGENDA

12. Consider approving a resolution to proclaim March 2010 as Purchasing Month.
13. Discuss and take appropriate action on road bond program.
14. Consider authorizing County Judge to execute a Real Estate Contract with Wright for right-of-way needed on SH 195. (P13)
15. Consider authorizing County Judge to execute a Real Estate Contract with Ruben Vidal and Adelaida Vidal for right-of-way needed on RM 2338. (P14)
16. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Stephens)
17. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Risley)
18. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Martin)
19. Consider authorizing the County Judge to execute a real estate contract with Stonewood Enterprises, LTD. for right of way needed on SH 195. (Parcels 41 & 57)

20. Discuss and take action on property listing agreement with Don Quick & Associates.
21. Discuss and consider approving Pct. 3 Constable's Office reinstating the contract for Accurint Application & Agreement for Law Enforcement Investigation and Research.
22. Consider approving the agreement between Williamson County and M.J. Harden Associates, Inc. to provide photogrammetric services, digital orthophotography.

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)."

23. 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 Haybarn Lane.
 - j) Discuss proposed acquisition of property for right-of-way on CR 313.

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

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

m) Discuss proposed acquisition of property for right-of-way for Lakeline extension.

24. 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

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

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts (discussion and possible action)

a) Voss v. Williamson County

b) Employment related matters

26. Consultation with Attorney pursuant to Gov't Code Sec. 551.071 regarding Litigation or Claims or potential litigation or claims against the County or by the County.

27. Discuss and take appropriate action on real estate.

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

29. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 03/02/2010
Submitted By: Mark Birchard, Constable Pct. #4
Submitted For: Mark Birchard
Department: Constable Pct. #4
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #4

Background

Vehicles costs exceeded amount budgeted due to price change from April 2009 to February 2010

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0554-003002	Vehicle Equipment	1100.00	
to	0100-0554-005700	Vehicles	1100.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/23/2010 08:56 AM	APRV
4	Budget	Ashlie Koenig	02/23/2010 11:30 AM	APRV

Form Started By: Mark Birchard
 Started On: 02/22/2010 12:23 PM
 Final Approval Date: 02/23/2010

Line Item Transfer

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Sheriff's Office.

Background

This transfer will allow for the hiring of temporary personnel to cover while an employee is on FMLA leave. Additionally, on July 1, 2010 another person will retire and this will allow for the possible transition of the temporary personnel to full time employment. As of February 21, 2010, the unencumbered balance in the salary line item was \$6,862,331.41. The required balance to complete this fiscal year at full employment is \$6,748,038.82. This leaves \$114,292.59 available for this transfer.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0560-001100	F/T Salaries	8038.40	
To	0100-0560-001107	Temporary/Seasonal	8038.40	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/25/2010 10:36 AM	APRV
4	Budget	Ashlie Koenig	02/25/2010 11:35 AM	APRV

Form Started By: Deborah Wolf
 Started On: 02/25/2010 08:20 AM
 Final Approval Date: 02/25/2010

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

Date: 03/02/2010
Submitted By: Vicki Vickers, County Attorney
Submitted For: Vicki Vickers
Department: County Attorney
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the County Attorney:

Background

This is a line item transfer for the County Attorney's Office. There was a drop in the price of our laptop computers between the time of the quote and the actual ordering of equipment. We need additional funds in our Office Equipment line item, due to our office's transition to "going paperless". We had requested 2 scanners in the 09-10 budget. The scanners we budgeted for have been discontinued. After much research, we would like to order the same type of scanners used by the District Clerk's Office. The cost for 2 scanners is over \$5200.00, more than we have in that line item. We had also budgeted for new equipment for our discovery section. We are unable to order that equipment without additional funds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0475-003010	Computer Equipment	4279.11	
to	0100-0475-003006	Office Equipment	4279.11	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Vicki Vickers Started On: 02/25/2010 10:41 AM
 Final Approval Date: 02/25/2010

Treasurer's Report on the Williamson County Finances January 2010 Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for January 2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasurer's Report on the Williamson County Finances January 2010](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 02/23/2010 10:25 AM
Final Approval Date: 02/23/2010

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JANUARY TERM 2010

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2010, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JANUARY 2010**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$410,457,136.46.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2010.

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

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance January 31, 2010
GENERAL FUND	\$ 12,000,000.00
TOBACCO FUNDS	\$ 3,265,016.72
CO RECORDS ARCHIVE	\$ 1,000,000.00
DEBT SERVICE	\$ 13,500,000.00
ROAD & BRIDGE	\$ 9,000,000.00
WC SH45 FUND	\$ 1,500,000.00
CAPITAL PROJECTS FUND	\$ 122,979,475.00
TOTAL	\$ 163,244,491.72

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

ACCOUNT NAME	TEXPOOL BALANCE 1/31/2010	TEXPOOL PRIME BALANCE 1/31/2010	TEXSTAR BALANCE 1/31/2010	GRAND TOTAL
COURTHOUSE SECURITY	77,443.29			77,443.29
COUNTY RMP	845,370.70			845,370.70
GENERAL FUND	36,176.24	71,172,642.13		71,208,818.37
LIBRARY FUND	603,254.14			603,254.14
COURT REPORTER SVC	684,155.05			684,155.05
TOBACCO FUNDS	8,384.37	810,597.49		818,981.86
KARST	1,201,303.89			1,201,303.89
CO RECORD ARCHIVE	605,589.62			605,589.62
ROAD AND BRIDGE	24,390.03	9,527,322.53		9,551,712.56
TOTAL CO'S & BOND	3,052.22	71,631,267.23	4,596,720.23	76,231,039.68
DEBT SERVICE	483,554.13	49,187,047.26		49,670,601.39
BENEFITS	13,116.55	913,562.06		926,678.61
2008 TAN	97,415.41	8,049,719.34		8,147,134.75
*RESTRICTED FUNDS	1,796,957.51			1,796,957.51
TOTALS	\$ 6,480,163.15	\$ 211,292,158.04	\$ 4,596,720.23	\$ 222,369,041.42

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

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation January 31, 2010	
GENERAL FUND	\$	23,694,919.80
PAYROLL	\$	1,085,903.43
CSCD TREASURER	\$	62,780.09
<hr/> TOTAL	<hr/> \$	<hr/> 24,843,603.32

Bank Statement Reconciliation Report
Ending January 31, 2010
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$ 25,138,328.17
ADD:	
OUTSTANDING DEPOSITS	\$ 0.00
 SUBTRACT:	
OUTSTANDING CHECKS	\$ (1,443,408.37)
 RECONCILED BANK BALANCE	 <u>\$ 23,694,919.80</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$ 18,767,411.07
ADD:	
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL FEBRUARY 2010	\$ 4,920,083.31
 SUBTRACT:	
INSUFFICIENT FUNDS CHECKS	\$ (13.25)
 BANK INTEREST 0.370%	\$ 7,438.67
 RECONCILED BOOK BALANCE	 <u>\$ 23,694,919.80</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 <u>\$ 0.00</u>

NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2010
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,168,980.53
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(29,599.72)
ESCROW OUTSTANDING CHECKS	\$	(53,477.38)
ADJUSTMENTS:		

RECONCILED BANK BALANCE	\$	<u>1,085,903.43</u>
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BOOK BALANCE	\$	1,085,903.43
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$578.92 at 0.370%
(Payroll interest is *NOT* considered revenue by the Auditors.)

ADJUSTMENTS:	\$	0.00
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RECONCILED BOOK BALANCE	\$	<u>1,085,903.43</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>
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NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2010
CSCD ACCOUNT

BALANCE PER BANK	\$	89,713.02
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(26,932.93)

RECONCILED BANK BALANCE	\$	<u>62,780.09</u>
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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	62,735.60
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ADD:		
OUTSTANDING DEPOSIT	\$	0.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.370%	\$	44.49
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RECONCILED BOOK BALANCE	\$	<u>62,780.09</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>
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NOTES: _____

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL January 2010
TOTAL TAXES	\$ 24,666,879.01
TOTAL FEES OF OFFICE	\$ 495,605.45
TOTAL FINES AND FORFEITURES	\$ 366,528.52
TOTAL CHARGES FOR SERVICES	\$ 707,116.66
TOTAL INTERGOVERNMENTAL	\$ 56,842.59
TOTAL INVESTMENT INCOME/OTHER	\$ 40,116.76
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TOTAL REVENUES	\$ 26,333,088.99

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL January 2010
TOTAL GENERAL GOVERNMENT	\$ 1,615,478.92
TOTAL PUBLIC SAFETY	\$ 4,901,397.87
TOTAL JUDICIAL	\$ 1,326,927.76
TOTAL COMMUNITY SERVICES	\$ 1,135,876.33
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TOTAL EXPENDITURES	\$ 8,979,680.88

Property Tax Refunds - Over \$2,500.00 - January 2010

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds Over \$2,500.00 for the month of January 2010 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

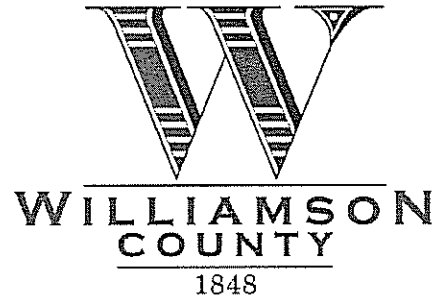
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Jan 10](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 02/24/2010 10:37 AM
Final Approval Date: 02/24/2010



Date: March 2, 2010
To: Members of the Commissioners
Court
From: Deborah M. Hunt, CTA
Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 S Main St
Georgetown TX 78626
Phone: (512)943-1601
Fax: (512)943-3578
www.williamson-county.org

Annex Locations:

211 Commerce Blvd, Ste 101
Round Rock TX 78664
Phone: (512)248-3278
Fax: (512)248-3253

350 Discovery Blvd, Ste 101
Cedar Park TX 78613
Phone: (512)260-4290
Fax: (512)260-4295

412 Vance St, Ste 1
Taylor TX 76574
Phone: (512)352-4140
Fax: (512)352-4143

8:46 AM

02/24/10

Accrual Basis

Property Tax
Account QuickReport
 As of January 31, 2010

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	1/8/2010	34750	Gloria Hazelwood	RC805092 - Erroneous payment	-9,492.70
Check	1/8/2010	34754	Jan R Delassen	R476977 - 2008-2009 Freeze Supplement	-2,735.37
Check	1/8/2010	34731	Prosperity Bank	R458632 - Double Payment	-5,965.10
Check	1/8/2010	34756	Benny George	R347584 - Double Payment	-4,356.67
Check	1/8/2010	34741	Chase Home Finance LLC	R455518 - Double payment	-4,132.17
Check	1/8/2010	34749	Wells Fargo	Multiple Accounts - Over and Double payments	-114,280.49
Check	1/8/2010	34755	Suntrust Mortgage	R441786 - Overpayment	-7,421.32
Check	1/19/2010	34763	Wells Fargo	Multiple Accounts - Over and Double payments	-10,409.08
Check	1/19/2010	34765	Patrick Schneider	R033986 - Double payment	-2,655.55
Check	1/21/2010	34768	Austin Title Company	Reissue refund ck# 34748 -	-3,569.17
Check	1/25/2010	34782	Williamson County Tax Office	R456677 - 2005 Supplement #51 - Pay back	-4,572.20
Check	1/26/2010	34849	SYMM, HARVEY J & JOSEPHINE	R389994 - 2009 Supplement #5	-3,330.05
Check	1/26/2010	34890	First American Title Company	R006931 - Overpayment	-15,436.90
Check	1/27/2010	34895	Williamson County Tax Office	R083945 - 2009 Supplement #6 - Pay back	-3,101.84
Total Refunds Payable - Taxpayers					-191,458.61
TOTAL					-191,458.61

Reserve Deputies Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider and Discuss appointment of Brian Dirner, Sean Stoudt, Alan Behr, Albert Olguin, and Rick Brann as reserve deputies for Precinct One Constable.

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: Mike Turek Started On: 02/23/2010 10:55 AM
Final Approval Date: 02/23/2010

Consideration of Denial of Approval of Preliminary Plan B / Plat B - Green Haven Subdivision

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Consent

Information

Agenda Item

Consideration of Denial of Approval of Preliminary Plan B / Plat B - Green Haven Subdivision

Background

The Commissioners Court previously approved Plan A - Plat A, Green Haven Subdivision and the agreed Development Agreement regarding the Green Haven Subdivision and Haybarn Lane on Dec. 15, 2009. As part of the Development Agreement it was agreed that the Preliminary Plan B "shall not be approved and will be expressly denied by Commissioners Court Order". This proposed Order (see attached) is for purposes of fulfilling that provision.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Order Denying Approval of Preliminary Plan B-Green Haven Subdivision](#)

Form Routing/Status

Form Started By: Prejean Henry
 Started On: 02/25/2010 09:39 AM
 Final Approval Date: 02/25/2010

DATE: March 2, 2010

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

REGULAR/SPECIAL SESSION

ORDER NO. _____

RE: **Denial of approval of Preliminary Plan B / Plat B, Green Haven Subdivision**

ORDER

The Court denies approval of the Preliminary Plan B / Plat B, Green Haven Subdivision.

Proclamation Purchasing Month March 2010 Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving a resolution to proclaim March 2010 as Purchasing Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Resolution Purchasing Month](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 02/24/2010 03:18 PM
Final Approval Date: 02/25/2010

Williamson County, Texas

Proclamation Purchasing Month March 2010

- Whereas: Purchasing professionals in the public sector make important contributions to assure the efficient use of taxpayer dollars by providing efficient service while maintaining high standards;
- Whereas: Purchasing and materials management professionals, through their combined purchasing power, spend billions of dollars every year and so have a significant influence upon economic conditions throughout the world;
- Whereas: A strong, well managed purchasing program is essential to good government; and
- Whereas: The Williamson County Purchasing Department and other professional purchasing associations throughout the world engage in special efforts, during the month of March, to inform the public about the importance of the role played by the purchasing profession in business, industry and government

BE IT RESOLVED, that the Commissioner's Court of Williamson County hereby proclaims March 2010 as Purchasing Month and encourages everyone in our area to learn more about the exciting field of purchasing and to see first-hand how this field affects our everyday lives

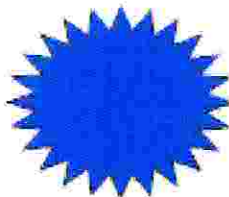
PROCLAIMED THIS 2nd day of March, 2010

Now therefore I hereby proclaim

MARCH 2010
as
PURCHASING MONTH
In Williamson County

Date: _____

Judge Dan Gattis-County Judge _____



Shell-Hwy.195, Llc Real Estate Contract - SH 195 (P13) Commissioners Court - Regular Session

Date: 03/02/2010
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 Wright for right-of-way needed on SH 195. (P13)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RE Contract - SHELL-HWY.195, LLC - SH 195 \(P13\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 08:17 AM
Final Approval Date: 02/25/2010

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SHELL-HWY. 195, LLC, (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 3.687 acre tract of land, more or less, situated in the W. Robert Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 113).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A", 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 SIX HUNDRED FORTY TWO THOUSAND FOUR HUNDRED FIFTY SIX and 00/100 Dollars (\$642,456.00).

2.01.1As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property, Purchaser shall pay the amount of SIX THOUSAND ONE HUNDRED TWENTY SEVEN and 00/100 Dollars (\$6,127.00).



Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 30 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a driveway connection between the proposed SH195 roadway improvements and the remaining property of Seller for the purpose of providing access between Seller's remaining property and the SH195 roadway improvements. The driveway will be constructed as part of the SH195 construction project, and shall be built in substantial compliance with the specifications and at the approximate location as shown on the plan sheet attached hereto at Exhibit "B". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

3.03. **Title.** Within 20 days from the Effective Date of this Contract, or as soon thereafter as Title Company may prepare same, SELLER shall furnish BUYER with a Commitment for Title Insurance and legible copies of all instruments mentioned therein as exceptions to good and indefeasible title, as well as legible copies of any instruments referred to in

such instruments which affect the Property (all of such items hereinafter collectively referred to as the Commitment) as well as copies of all notes, if any, secured by liens upon the Property and copies of all instruments securing their payment. Should such Commitment contain any exceptions other than the standard preprinted exceptions, to be modified as set forth elsewhere in this Contract, BUYER shall, within ten (10) days after receipt of the Commitment notify SELLER if any such exceptions are unacceptable. If any exceptions are unacceptable to BUYER, SELLER shall have 10 days from the date SELLER receives notice of such unacceptable exceptions to remove or cure such exceptions. All liens against the Property shall automatically be deemed to be unacceptable exceptions to title. All exceptions, other than liens, to which BUYER fails to object shall be deemed Permitted Exceptions. If SELLER fails or refuses to cure said unacceptable exceptions within the time period herein provided (except as to liens to be satisfied at Closing from the closing proceeds), BUYER may, as BUYER'S sole remedy, either (i) terminate this Contract and the Earnest Money shall be returned to BUYER or (ii) waive such exceptions, enforce specific performance and accept title subject to such exceptions. In the event that SELLER notifies BUYER that SELLER cannot or will not cure one or more exceptions, BUYER shall, within 10 days, notify SELLER and Escrow Agent that BUYER either (a) agrees to accept title subject to such uncured exceptions, in which case they shall be deemed Permitted Exceptions, or (b) that BUYER elects to terminate this Contract in which case all Earnest Money shall be refunded to BUYER and neither party shall have further liability to the other. In the event BUYER fails to give such notice within 10 days, it will be conclusively presumed that BUYER has elected to accept title pursuant to (a).

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;

(3) "AS IS". PURCHASER HAS EXAMINED THE PROPERTY TO PURCHASER'S COMPLETE SATISFACTION AND KNOWS ITS CONDITION. IN PURCHASING THE PROPERTY, PURCHASER RELIES ONLY ON PURCHASER'S EXAMINATION AND JUDGMENT, NOT ON THE REPRESENTATION OF ANY OTHER PERSON AS TO VALUE, FUTURE VALUE, CONDITION, SIZE, AGE, USE OR ANY OTHER MATTER. PURCHASER ACKNOWLEDGES THAT IN SELLING THE PROPERTY, SELLER MAKES NO WARRANTIES OTHER THAN TITLE OR AS OTHERWISE MAY BE SET FORTH SPECIFICALLY IN THIS CONTRACT, AND SELLS THE PROPERTY AS IS, WITH ALL

FAULTS. THIS CONTRACT IS THE ENTIRE AND ONLY AGREEMENT BETWEEN PURCHASER AND SELLER, AND INCORPORATES ALL OTHER WRITTEN, VERBAL, EXPRESS AND IMPLIED AGREEMENTS MADE BETWEEN ANY PARTY OR ANY AGENT OF ANY PARTY OF THIS CONTRACT IN CONNECTION WITH THIS TRANSACTION. IF ANY PROVISIONS IN THIS CONTRACT CONFLICT WITH ANY PROVISIONS IN ANY OTHER INSTRUMENT, THOSE IN THIS CONTRACT SHALL CONTROL. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

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 Merlin Lester, 213A West 8th Street, Georgetown, Texas, 78626, on or before March 31, 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", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable, and subsequent assessments for prior years (i.e., rollback taxes);
- (b) Any Permitted Exceptions as provided in Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title 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, the boundary and survey exceptions may be deleted at Purchaser's option and expense.

- (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, as Purchaser's sole and exclusive remedy, either: (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:

Shell-Hwy 195, LLC

By: 
Michael Wright, Manager

Address: 137 Canyon Oak Loop
Georgetown, TX 78633

Date: 2-22-10

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge

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

Date: _____

<p>Receipt of Earnest Money Deposit in the amount of \$500.00 in the form of _____ _____ is hereby acknowledged.</p> <p>_____ GEORGETOWN TITLE COMPANY, Escrow Agent</p> <p>Date: _____ Time: _____</p>

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements (“Project”); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Shell-Hwy 195, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 3.687 acre tract of land, more or less, situated in the W. Robert Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 113).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the

property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements. Grantee assumes responsibility for the payment of all additional taxes, penalties and interest assessed against the property for periods prior to closing (rollback taxes).

Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

Access is prohibited across the control of access line to the transportation facility from the adjoining property as shown on the plat which accompanies the metes and bounds description in Exhibit "A".

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2010.

GRANTOR:

Shell-Hwy 195, LLC
a Texas limited liability company

Michael Wright, Manager

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF TEXAS

202

COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the ____ day of _____, 2010 by **Michael Wright, Manager of Shell-Hwy 195, LLC**, a Texas **limited liability company**, on behalf of said company.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



Page 1 of 6
October 26, 2009

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 113

BEING a 3.687 acre (160,614 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 3.687 acre tract of land is out of and a part of an 11.01 acre tract of land conveyed by Talmadge Edwin Brannon and Betty M. Brannen to Brannen Family Trust by deed recorded June 8, 2001 as Document No. 2001040681 of the Official Public Records of Williamson County, Texas, said 3.687 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVEYING, INC." set for the west or northwest corner of the above referenced 11.01 acre tract and being in the south line of a 419.34 acre tract conveyed by Gladys Queen to Wilford E. Schneider and wife, Mary Schneider, by deed recorded August 4, 1970 and recorded in Volume 528, Page 590, of the Deed Records of Williamson County, Texas, said rod is located 628.62 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1679+90.48;

THENCE North 68° 46' 25" East with the common line of the 419.34 acre tract and the 11.01 acre tract for a distance of 391.52 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 300.00 feet right of Proposed SH 195 Baseline Station 1682+03.32;

1. THENCE North 68° 46' 25" East continuing with said common line for a distance of 596.17 feet to a 3/8 inch iron rod found in the existing southwest right of way line of SH 195 for the north corner of the 11.01 acre tract, for the east corner of the 419.34 acre tract, and for the non-tangent beginning of a curve to the right;
2. THENCE with the existing southwest right of way line of SH 195 in a southeasterly direction and with a curve to the right for an arc distance of 65.98 feet, said curve has a radius of 8135.11 feet, a delta angle of 0° 27' 53", a chord bearing of South 57° 55' 06" East, and a chord distance of 65.98 feet to a 1/2 inch iron rod found at the non-tangent ending of said curve, said rod is located at the

EXHIBIT 2

intersection of said existing right of way line of SH 195 and the existing northwest right of way line of Shell Road;

3. THENCE South $12^{\circ} 34' 05''$ East with the existing northwest right of way line of Shell Road for a distance of 68.87 feet to a 1/2 inch iron rod found for an angle point;
4. THENCE South $34^{\circ} 09' 05''$ West continuing with the existing northwest right of way line of Shell Road for a distance of 989.41 feet to a TxDOT Type II concrete monument set at the intersection of said existing right of way line of Shell Road and the proposed southwest right of way line of SH 195, said monument is located 40.94 feet left of Proposed Shell Road Baseline Station 5+48.03;
5. THENCE North $56^{\circ} 02' 27''$ West with the proposed southwest right of way line of SH 195 for a distance of 29.06 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 70.00 feet left of Proposed Shell Road Baseline Station 5+47.88;
6. THENCE North $34^{\circ} 14' 34''$ East continuing with the proposed southwest right of way line of SH 195 for a distance of 453.32 feet to a TxDOT Type II concrete monument set for an angle point and for the beginning of an ACCESS DENIAL LINE, said monument is located 377.79 feet right of Proposed SH 195 Baseline Station 1686+32.27;
7. THENCE North $12^{\circ} 26' 38''$ West continuing with the proposed southwest right of way line of SH 195 and with an ACCESS DENIAL LINE for a distance of 116.91 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 300.00 feet right of Proposed SH 195 Baseline Station 1685+45.00;

8. THENCE North $54^{\circ} 09' 23''$ West continuing with the proposed southwest right of way line of SH 195 and the ACCESS DENIAL LINE, at 305.00 feet pass to a $5/8$ inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap stamped "ADL" set in the proposed southwest right of way line of SH 195 for the end of ACCESS DENIAL LINE, then continue with the proposed southwest right of way line, for a total distance of 341.68 feet to the POINT OF BEGINNING, said described tract containing 3.687 acres (160,614 square feet) of land, more or less.

Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 10-26-2009



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
- CONCRETE MONUMENT SET (TXDOT TYPE 11)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.O.W.
- P.O.B.
- P.O.C.
- P.C.
- P.T.
- CHB
- CHD
- B.L.
- N.T.S.
- P.U.E.
- W.C.O.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.

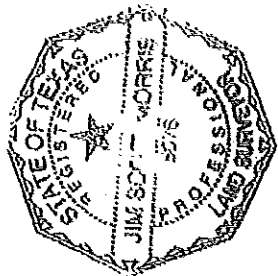
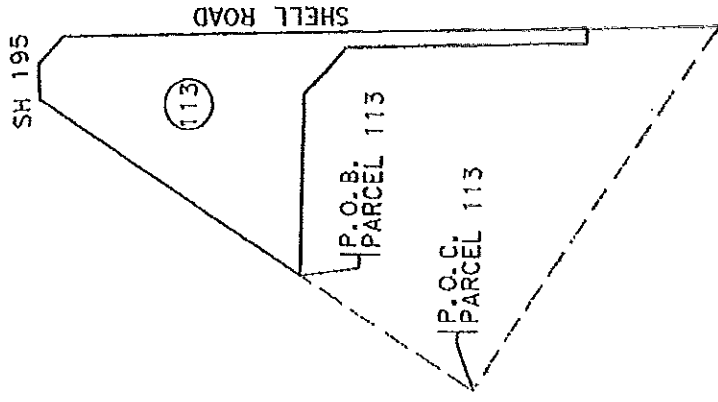


EXHIBIT 7

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREIN MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF 10-26-2009

TEXAS DEPARTMENT OF TRANSPORTATION ©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF

BRANNON FAMILY TRUST

PARCEL 113

PAGE 4 OF 5

ROW 154 INCL 0040-12-012

STATE HIGHWAY 155 WILLIAMSON COUNTY, TEXAS

PODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77388

12010 578-8386

SCALE: 1"=100' COURTESY 201 8000

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT MONUMENTS T27 A (PID 482837), AUSTIN RPD (PID 459517) AND, GEORGETOWN (PID 501093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA	ACQUIRED AREA				APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT	RIGHT	ACRES	SQ. FT.
11.01	479.596	3.687	160.614	---	---	7.323	318,982	---

BURRILL EAVES
 SURVEY, A-216
 W. ROBERTS
 SURVEY, A-524

四傳子

FRONT COR. MADRID-LOS ANGELES
 STATE HIGHWAY 155 WILLY TOWNSEND COMPANY, TEXAS
 2025 SHERIDAN AVE.
 6800 LEE ROAD SPRING, TX 77381
 (817) 375-5000
 SCALE 1"=100' OFFSHORE RES. ZONE

SEE PAGE 6 MATCHLINE 9+00

STATE OF TEXAS
CALLED 7.547 ACRES
VOLUME 6, PAGE 361
CIVIL MINUTES -
WILLIAMSON COUNTY

S. H. R. O. W. 195

STATE OF TEXAS
CALLED 7.547 ACRES
VOLUME 6, PAGE 361
CIVIL MINUTES
WILLIAMSON COUNTY

SEE DETAIL-8-2

55

080947Z 0905

PROPOSED BASELINE

1635-

PEDERNALES ELECTRIC COOPERATIVE INC.
10th EASEMENT
VOL. 2483, PG. 367
W.C.O.R.
FEBRUARY 17, 1994

113

18-00000-2551
P.O. Box 151

CALLED 419.34 ACRES
 WILFORD E. SCHNEIDER AND
 WIFE, MARY SCHNEIDER
 VOL. 528, PAGE 580
 AUGUST 04, 1910
 W. C. B. H.

PROPOSED R.O.W. LINE WITH
PROPOSED ACCESS DENIAL LINE

5/8" IRON ROD SET
WITH ALUMINUM TXDOT
CAP STAMPED "AOE"
END OF PROPOSED
ACCESS DENIAL LINE

2. O.C.
PARCEL 113
STA 1579+90.48

CALLED 11.01 ACRES
 BRANNEN FAMILY TRUST
 DOCUMENT NO. 2001040681
 JUNE 8, 2001
 W.C.O.P.R.

BEGIN ACCESS DENIAL
STA 1686-32.27-
377.79 RT.

STA 1586+32.27

ALL ROAD STA 9+98.24
72.51' LT.

N 39° 14' 30" - 45° 33'

ED R. O. W. LINE—

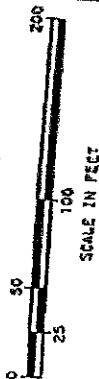
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Abstract



SEE PAGE 5

MATCHLINE @ STA. 9+00

BURRELL EAVES
SURVEY, A-216

CALLLED 419.34 ACRES
WILFORD E. SCHNEIDER AND WIFE,
MARY SCHNEIDER
VOL. 528, PAGE 590
AUGUST 04, 1970
W.C.D.R.

W. ROBERTS.
SURVEY, A-524

CALLLED 11.01 ACRES
BRANNEN FAMILY TRUST
DOCUMENT NO. 2001040681
JUNE 8, 2001
W.C.D.P.R.

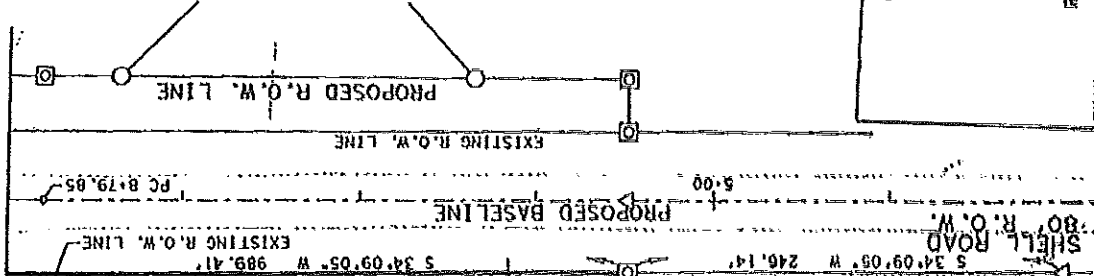
P.O.C.
PARCEL 113
STA 1679+80.43
622.52' RT.

PEDERNALES ELECTRIC COOPERATIVE, INC.
(10' EASEMENT (EXHIBIT A))
VOL. 2463, PG. 367
FEBRUARY 17, 1994

STA 1686+44.93
830.93' RT.
SHELL ROAD STA 5+47.88
70.00' LT.

STA 1686+73.97
829.98' RT.
SHELL ROAD STA 5+48.03
40.94' LT.

SHELL ROAD STA 3+01.89
40.55' LT.



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
BRANNEN FAMILY TRUST
PARCEL 113

PAGE 6 OF 6

ROW ESI NO. 0440-DE-002

STATE HIGHWAY 165 WILLOW CREEK, TEXAS

ROADS SERVING INC.

6810 LEE ROAD SPRING, TX 77059

SCALE 1"=100'

CONTRACT NO. 2000

LEGEND

- EXIST ROW
- DRY-PADE EASEMENT
- PROP ROW
- ACCESS
- DISTAL
- PROP TEMP FENCING
- EXIST TRAFFIC
- TO BE OBLITERATED

SEE SUPER-ELEVATION DATA SHEET FOR SUPER-ELEVATION LOCATIONS.

SCALE 1/4" = 10' FEET

DATE 10/1/82

PROJECT NO. 100

BY J. L. HARRIS

CHECKED BY J. L. HARRIS

APPROVED BY J. L. HARRIS

DATE 10/1/82

PROJECT NO. 100

BY J. L. HARRIS

CHECKED BY J. L. HARRIS

APPROVED BY J. L. HARRIS

DATE 10/1/82

PROJECT NO. 100

BY J. L. HARRIS

CHECKED BY J. L. HARRIS

APPROVED BY J. L. HARRIS

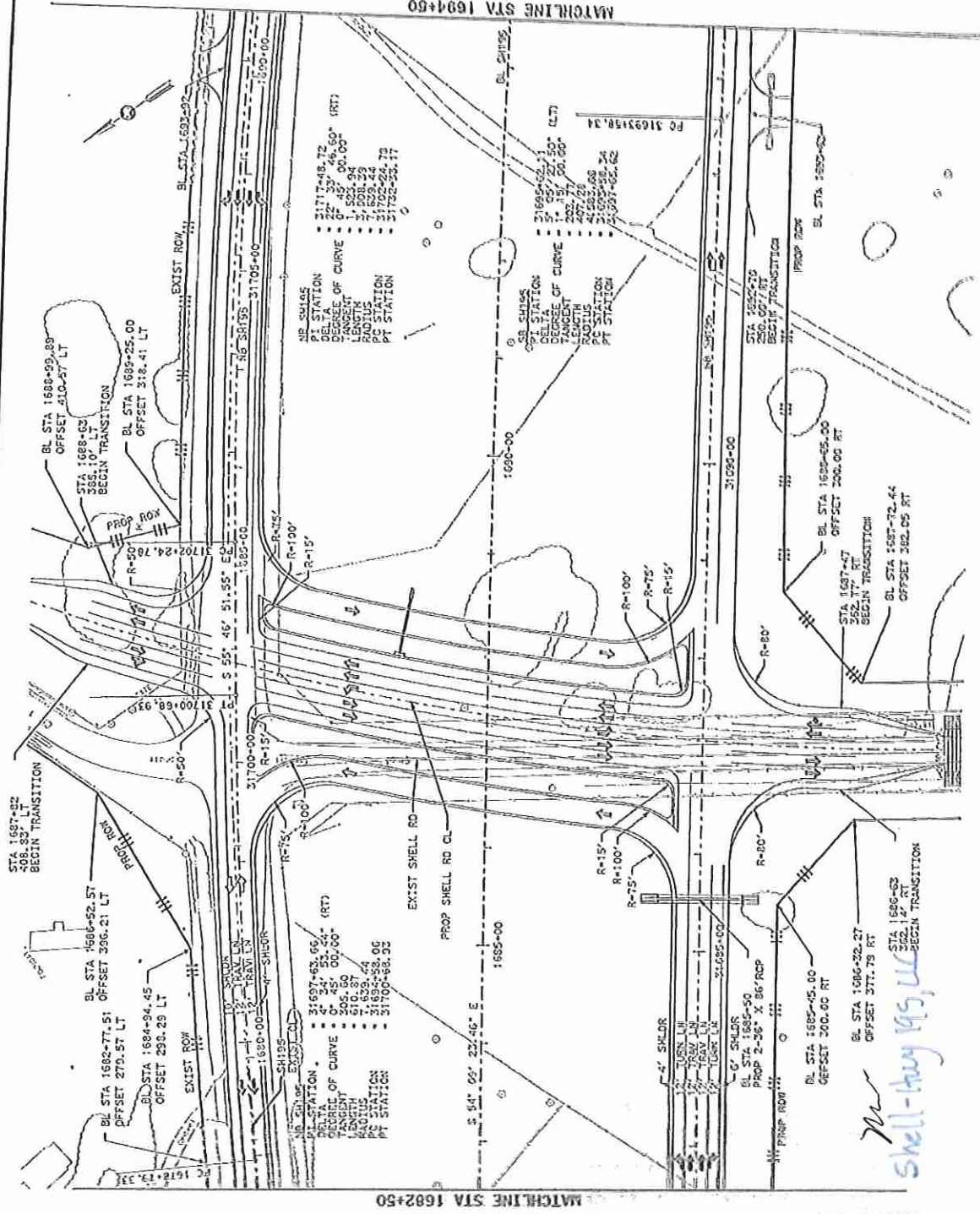
DATE 10/1/82

PROJECT NO. 100

BY J. L. HARRIS

CHECKED BY J. L. HARRIS

APPROVED BY J. L. HARRIS



Shell-hwy 145, LLC

Vidal Real Estate Contract - RM 2338 - P14
Commissioners Court - Regular Session

Date: 03/02/2010
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 Ruben Vidal and Adelaida Vidal for right-of-way needed on RM 2338. (P14)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Vidal RE Contract - RM 2338 \(P14\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 08:25 AM
Final Approval Date: 02/25/2010

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.097 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 14); and

Waterline easement and electric utility easement interest in and to that certain 0.045 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 14E); and

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

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of EIGHT THOUSAND SIX HUNDRED FIFTEEN and 00/100 Dollars (\$8,615.00).

2.01.1. As additional compensation Purchaser shall pay the amount of THIRTY TWO THOUSAND FIVE HUNDRED SEVENTY SIX and 75/100 Dollars (\$32,576.75) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller. Seller has elected to retain the iron fence, iron gate, and sign for a deduction of \$37.00 from the total amount of the additional compensation, leaving a net amount of additional compensation to be paid to Seller of **\$32,539.75**.

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, Seller agrees that it shall remove any of the items retained as set out in 2.01.1 above within 30 days after the closing of this transaction or they shall otherwise be subject to removal and destruction by Purchaser without further notice.

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 March 31, 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 Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District, and an Electric Utility Easement to Pedernales Electric Cooperative, in and to the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

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

- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

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

Closing Costs

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

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

ARTICLE VI ESCROW DEPOSIT

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

ARTICLE VII BREACH BY SELLER

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

ARTICLE VIII BREACH BY PURCHASER

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

ARTICLE IX MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

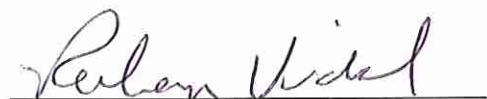
Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction 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:


Ruben Vidal

Address: 103 Teri Court
(Georgetown) TX 78633

Date: 02-19-2010

Adelaida Vidal
Adelaida Vidal

Date: 02-19-2010

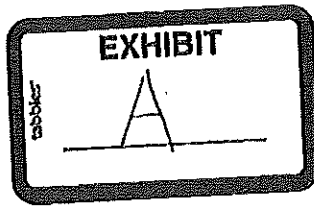
Address: 103 Leri Court
Georgetown, TX 78633

PURCHASER:

County of Williamson

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

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



Page 1 of 4
PARCEL 14
March 4, 2009

County: Williamson
Parcel No.: 14
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 14

BEING 0.097 of an acre (4,203 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 4 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal, by deed recorded as Document No. 2003067180 of the Official Public Records of Williamson County, Texas. Surveyed on the ground, in the month of January, 2008 under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most westerly corner of the said Lot 4, being the most southerly corner of that certain tract of land, called 4.40 acres, as conveyed to Homer E. Mick, Jr., by deed as recorded in Volume 856, Page 641 of the Deed of Records of Williamson County, Texas.

THENCE, along the Southeast line of the said 4.40 acre Mick tract, N 46°22'30" E, 569.13 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of station 427+43.27, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, N 46°22'30" E, 42.53 feet to an iron pin with TxDOT aluminum cap set of the existing Southwest line of RM 2338, for the most northerly corner of the said Lot 4, being the most easterly corner of the above-referenced 4.40 acre Mick tract, for the most northerly corner hereof;
- 2) THENCE, along the said existing Southwest line of RM 2338, S 45°06'15" E, 98.83 feet to a gin spindle found marking the most easterly corner of the said Lot 4, being the most northerly corner of Lot 3 of the said Lot 3 and 4 of Industrial Park Section II, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 4, being the Northwest line of the said Lot 3, S 46°36'45" W, 42.63 feet to an iron pin with TxDOT aluminum cap set on the said proposed Southwest line of RM 2338, for the most southerly corner hereof;

4) THENCE, along the said proposed Southwest line of RM 2338, N 45°03'00" W, 98.66 feet to the Place of BEGINNING and containing 0.097 of an acre (4203 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

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

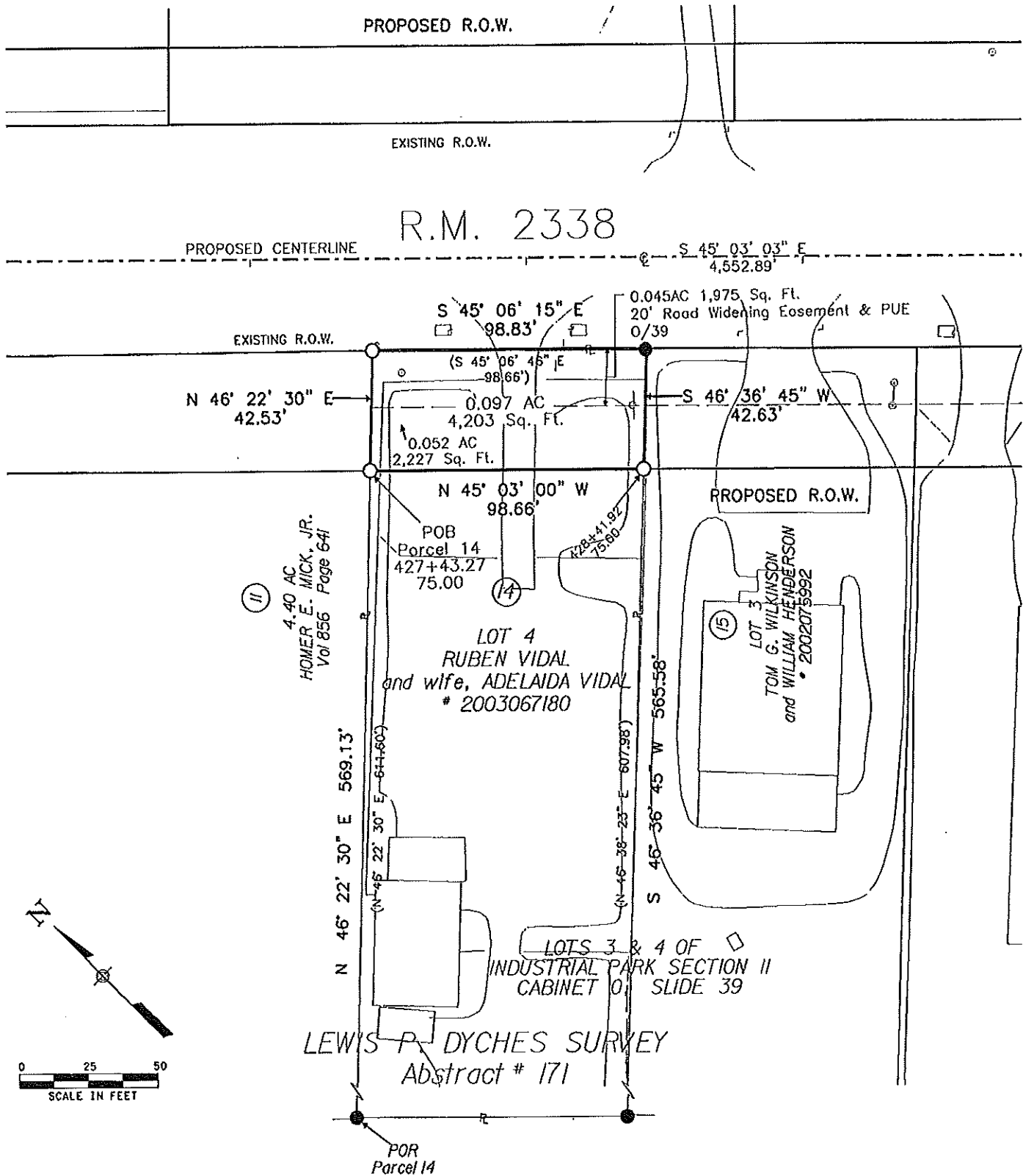
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place,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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 4

STEGEBIZZELL

ADDRESS: 1978 B. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE: 817.830.8411 FAX: 817.830.8411 WEB: @STEGEBIZZELL.COM
 SERVICE: >>> ENGINEERS >>> PLANNERS >>> SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

**RUBEN VIDAL
and wife, ADELAIDA VIDAL**



Texas Department of Transportation
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SCALE:
1" = 50'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 14
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

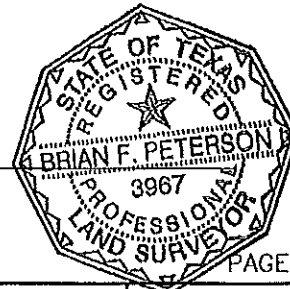
NOTES:

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

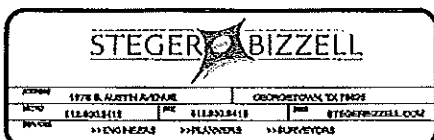
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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

3/19/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PAGE 4 OF 4

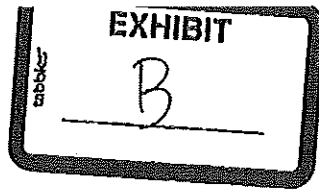


PARCEL PLAT SHOWING PROPERTY OF:
 RUBEN VIDAL
 and wife, ADELAIDA VIDAL



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 14
 Plat 2 of 2



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

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

LEGAL DESCRIPTION

DESCRIPTION OF A 0.045 ACRE (1,972 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 4, LOTS 3 & 4 OF INDUSTRIAL PARK SECTION II, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET O, SLIDE 39 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed southwest right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way and the southeast line of said Lot 4, same being the northwest line of Lot 3, said Lots 3 & 4 of Industrial Park Subdivision;

THENCE leaving said proposed southwest right-of-way line of R.M. 2338, with said southeast line of Lot 4 and said northwest line of Lot 3, S46°36'41"W a distance of 20.01 feet;

THENCE leaving said southeast line of Lot 4 and said northwest line of Lot 3, crossing said Lot 4 with a line being 20-feet southwest of and parallel to said proposed southwest right-of-way line of R.M. 2338, N45°03'03"W a distance of 98.57 feet to a point in the northwest line of said Lot 4, same being the southeast line of a called 4.40 acres tract described in a Warranty Deed with Vendor's Lien to Homer E. Mick, Jr. and recorded in Volume 856, Page 641 of the Deed Records of Williamson County, Texas;

THENCE with said northwest line of Lot 4 and said southeast line of the 4.40 acres tract, N46°22'30"E a distance of 20.01 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the said northwest line of Lot 4, said southeast line of the 4.40 acres tract and said proposed southwest right-of-way line of R.M. 2338;

THENCE crossing said Lot 4 with said proposed southwest right-of-way line of R.M. 2338, S45°03'03"E a distance of 98.66 feet to said POINT OF BEGINNING and containing 0.045 acre.

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

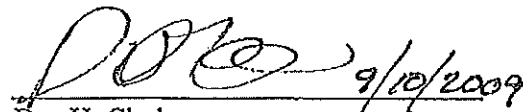
KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September 2009, A.D.

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




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

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(14)-26424.dgn, dated September 10th, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



LEGEND:

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



LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

HOMER E. MICK JR.
4.40 AC.
VOL. 856, PG. 641
D.R.W.C.T.

R.M. 2338
C.S. 2211-01-028
(PROP. 150 F.O.R.)

PROPOSED WATER
LINE ESMT.
0.045 AC.
1,972 SQ. FT.

EXISTING R.O.W.

LOT 4

LOT 3

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

LINE	BEARING	DISTANCE
L1	S 46° 36' 41" W	20.01'
L2	N 46° 22' 30" E	20.01'



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8100
FAX (512) 252-8141

PARCEL 14
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

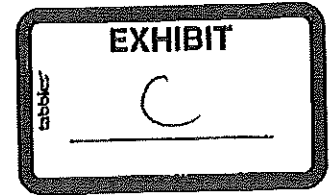
DATE:
9/10/2009

ACCOMPANYING FILE NAME:
SV-LO-P14-26424.doc

SKETCH BY:
KKH

1,972 SQUARE FEET
~ 0.045 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

SPECIAL WARRANTY DEED
RM 2338 Right of Way



THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That FRANK A. ZAMORANO, SANDRA ZAMORANO, and FRANCISCO PALACIOS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.097 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 14)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2010.

GRANTOR:

Ruben Vidal

Adelaida Vidal

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Ruben Vidal, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Adelaida Vidal, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT
D

www.ck12.org

All of that certain 0.045 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 14WE).

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010.

GRANTOR:

Ruben Vidal

Adelaida Vidal

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

(Seal and Expiration)

Notary Public, State of Texas

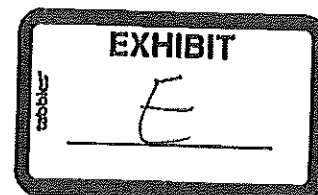
STATE OF TEXAS §
 §
COUNTY OF _____ §

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

(Seal and Expiration)

Notary Public, State of Texas

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



ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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

All of that certain 0.045 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 14EE).

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

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

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

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

Ruben Vidal

Adelaida Vidal

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Ruben Vidal, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Adelaida Vidal, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Stephens Resolution for Condemnation - RM 2338 (P17)

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Stephens)

Background

Fiscal Impact

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

Attachments

Link: [Stephens](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 08:39 AM
Final Approval Date: 02/25/2010

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

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.080 acres (Parcel 17), described by metes and bounds in Exhibit "A" of which is owned by DWAYNE STEPHENS AND DARLENE STEPHENS for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of RM 2338 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

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

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

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

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

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 17
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 17

BEING 0.080 of an acre (3,488 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded in Document No. 2000038538, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most westerly corner of the above-referenced Lot 2, being the most southerly corner of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2, being the Southeast line of the said Lot 3, N 46°36'00" E, 561.46 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of station 429+40.08, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, N 46°36'00" E, 42.59 feet to an iron pin found on the existing Northeast line of RM 2338 marking the most northerly corner of the said Lot 2 being the most easterly corner of the said Lot 3, for the most northerly corner hereof;
- 2) THENCE, along the said existing Southwest line of RM 2338, S 44°59'45" E, 81.93 feet to an iron pin found marking the most easterly corner of the said Lot 2, being the most northerly corner of Lot 1 of the said Industrial Park Section II, said Lot 1 having been conveyed to Brian Gregor and Erika R. Gregor, husband and wife, by deed recorded as Document No. 2007094040 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 2, being the Northwest line of the said Lot 1, S 46°21'45" W, 42.50 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of RM 2338 for the most southerly corner hereof;

- 4) THENCE, along the said proposed Southeast line of RM 2338 N 45°03'00" W, 82.11 feet to the Place of BEGINNING and containing 0.080 of an acre (3,488 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

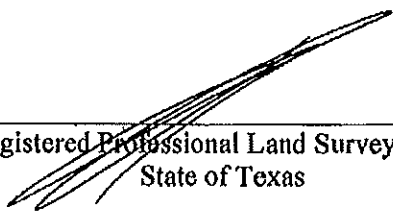
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

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

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.



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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

PROPOSED R.O.W.

EXISTING R.O.W.

R.M. 2338

PROPOSED CENTERLINE

S 45° 03' 03" E

4,552.89'

430+00

0.038 AC 1,839 Sq. Ft.
20' Road Widening Easement
N/312

S 44° 59' 45" E
81.93'

(S45° 05' 30" E
81.76')

0.080 AC
3,488 Sq. Ft.

0.042 AC
1,849 Sq. Ft.

N 45° 03' 00" W
82.11'

POB
Parcel 17
429+40.08
75.00

430+22.19
75.00

LOT 2
DWAYNE STEPHENS
and wife, DARLENE STEPHENS
2000038538

LOT 1
BRIAN GREGOR
and ERICKA R. GREGOR
husband and wife
2007094040

N 45° 36' 00" E
561.46'

(N 45° 38' 23" E 804.19')

LOT 3
TOM G. WILKINSON and
WILLIAM HENDERSON
2002075992

LOT 3 & 4 of
INDUSTRIAL PARK SECTION II
CABINET O. SLIDE 39

INDUSTRIAL PARK SECTION II
CABINET M, SLIDE 312

LEWIS P. DYCHES SURVEY
Abstract # 171

FOR
Parcel 17

0 25 50
SCALE IN FEET

PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWAYNE STEPHENS
and wife, DARLENE STEPHENS

Texas Department of Transportation
© 2008 by Texas Department of Transportation
All Rights Reserved

SCALE:
1" = 50'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 17
Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

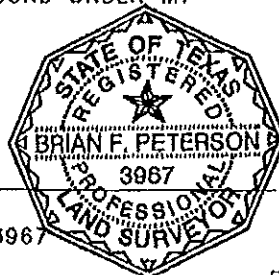
NOTES:

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

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

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

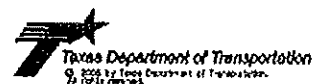
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWAYNE STEPHENS
and wife, DARLENE STEPHENS



SCALE:
1" = 50'

CSJ #:
2211-01-023

PROJECT:
RM 233B

COUNTY:
WILLIAMSON

PARCEL: 17
Plot 2 of 2

EXHIBIT B

County: Williamson
Parcel No.: 17 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 17 (U) EASEMENT

BEING 0.380 of an acre (1,643 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded in Document No. 2000038538, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most westerly corner of the above-referenced Lot 2, being the most southerly corner of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2, being the Southeast line of the said Lot 3, N 46°36'00" E, 541.45 feet to a point, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southwest line of Lot 2 and the said Southeast line of Lot 3, N 46°36'00" E, 20.01 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most northerly corner hereof;
- 2) THENCE, along the said proposed Southwest line of RM 2338, S 45°03'00" E, 82.11 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2, being the Northwest line of Lot 1 of the said Industrial Park Section II, said Lot 1 having been conveyed to Brian Gregor and Ericka R. Gregor, husband and wife, by deed recorded as Document No. 2007094040 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the said Southeast line of Lot 2, being the said Northwest line of Lot 1, S 46°21'45" W, 20.01 feet to a point for the most southerly corner hereof;

- 4) THENCE, N 45°03'00" W, 82.19 feet to the Place of BEGINNING and containing 0.038 of an acre (1,643 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

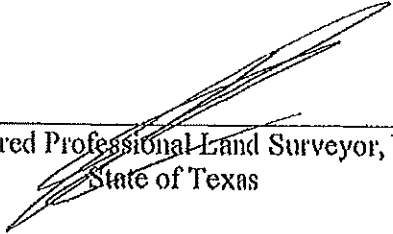
STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 23rd day of April, 2009, A.D.

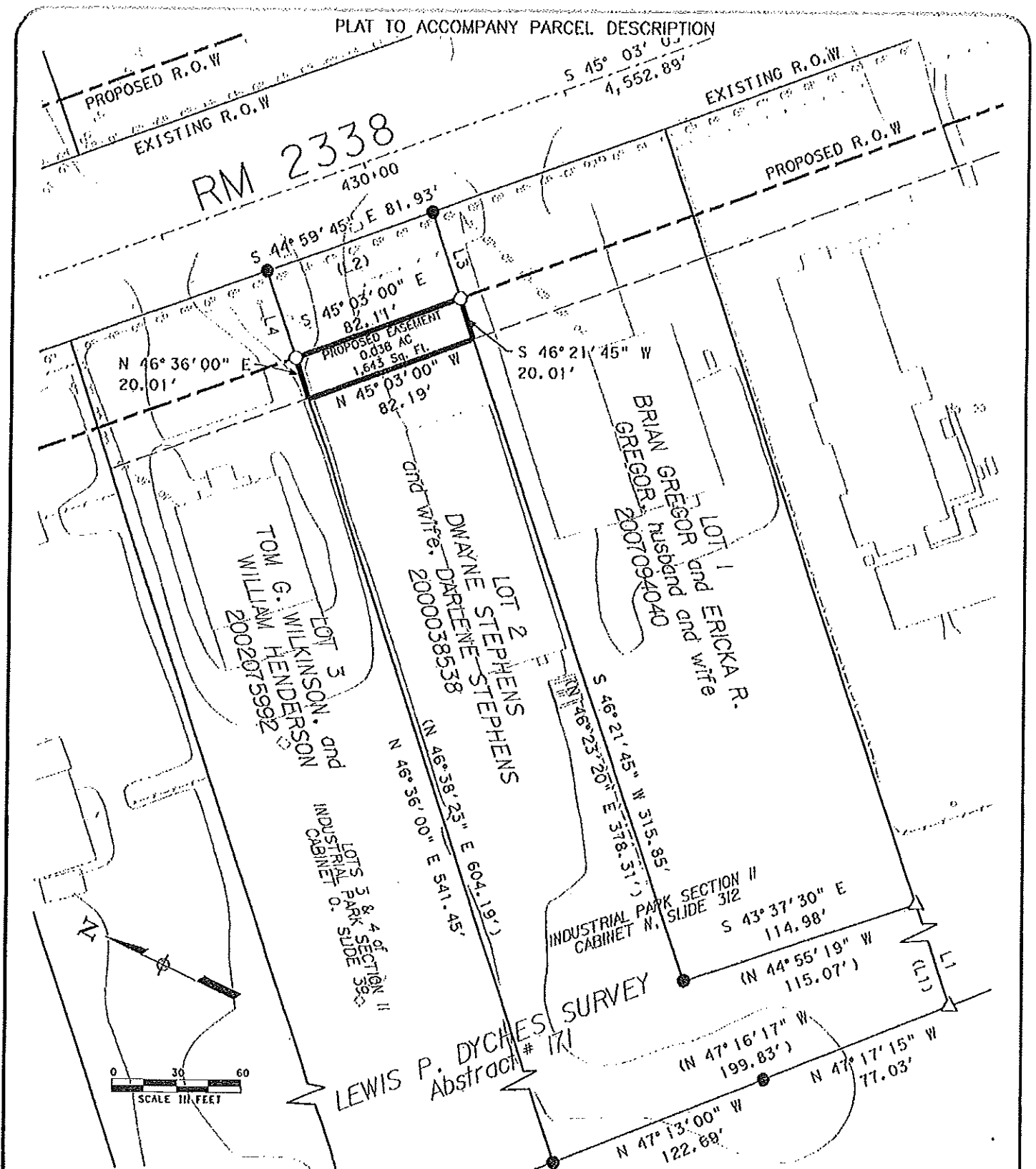


Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



20863 PARCEL 17 Easement.doc

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 4

STEEGER & BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWAYNE STEPHENS
and wife, DARLENE STEPHENS



SCALE:

CSJ:

PROJECT:

COUNTY:

1" = 60'

2211-01-023

RM 2338

WILLIAMSON

PARCEL: 17(U)
PLAT 1 OF 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

CODE	BEARING	DISTANCE
L1	S 46°22'30" W	215.04'
(L1)	(N 46°23'20" W)	217.86'
(L2)	(S 45°05'30" E)	81.76'
L3	S 46°21'45" W	42.50'
L4	N 46°36'00" E	42.59'

NOTES:

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

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

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

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



PAGE 4 OF 4

STEGE & BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

DWAYNE STEPHENS
and wife, DARLENE STEPHENS



SCALE: 1" = 80'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 17(U)
PLAT 2 OF 2

Risley Resolution for Condemnation - RM 2338 (P21)

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Risley)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Risley](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 08:47 AM
Final Approval Date: 02/25/2010

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

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.128 acres (Parcel 21), described by metes and bounds in Exhibit "A" of which is owned by RICK RISLEY for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of RM 2338 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

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

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

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

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

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 21
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 21

BEING 0.128 of an acre (5,553 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 5B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 5B having been conveyed to Rick Risley, a married person, by deed recorded in Document No. 2007062486, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Northwest line of Lot 2 of Castlerock Subdivision, a subdivision of record in Cabinet V, Slide 352 of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Jon L. Martin and wife, Patricia F. Martin, by deed recorded as Document No. 2006052803 of the Official Public Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 5B, being the Northwest line of the said Lot 2, S 44°57'30" W, 221.85 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 434+90.25, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 5B, S 44°57'30" W, 7.20 feet to an iron pin found marking the most westerly corner of the said Lot 2, being the most northerly corner of that certain tract of land, called 0.16 of an acre 20-Foot-Dedicated Road Widening, as shown on the said Castlerock Subdivision;
- 2) And S 45°10'30" W, 19.94 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most southerly corner of the said Lot 5B, being the most westerly corner of the said 0.16 of an acre 20-Foot-Dedicated Road Widening for the most southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°01'45" W, 204.82 feet to an iron pin found marking the most westerly corner of the said Lot 5B, being the most southerly corner of Lot 4B of the said Birdland Subdivision, said Lot 4B having been conveyed to Innovative Painting, Inc., by deed recorded as Document No.

2007090490 of the Official Public Records of Williamson County, Texas, for the most westerly corner hereof;

- 4) THENCE, along the Northwest line of the said Lot 5B being the Southeast line of the said Lot 4B, N 44°58'15" E, 27.07 feet to an iron pin with TxDOT aluminum cap set on the said proposed Northeast line of RM 2338 for the most northerly corner hereof;
- 5) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.89 feet to the Place of BEGINNING and containing 0.128 of an acre (5,553 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

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

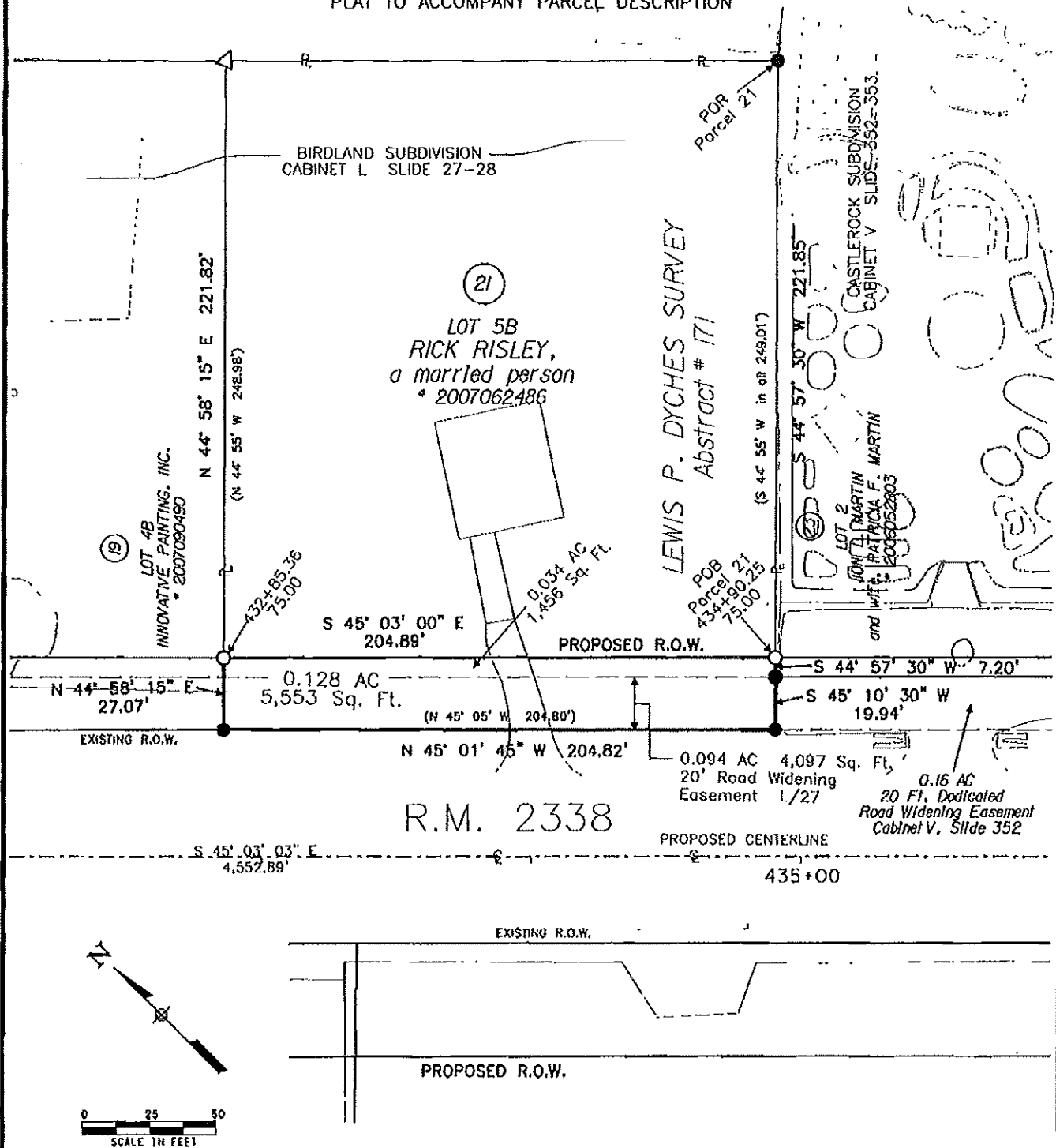
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place,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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008 A.D.

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 4

STEEGER-BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

RICK RISLEY



Texas Department of Transportation
© 2008 by Texas Department of Transportation

SCALE:
1 = 5

CSJ #:
11-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 21
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

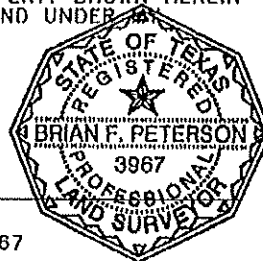
- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
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-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

NOTES:

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

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



3/18/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 4 OF 4

	<p>PARCEL PLAT SHOWING PROPERTY OF: RICK RISLEY</p>			
<p>NEW EARTH AVENUE PLANNED BY STEGER BIZZELL DATE 3/18/09</p>	<p>SCALE: 1" = 50'</p>	<p>CSJ #: 2211-01-023</p>	<p>PROJECT: RM 2338</p>	<p>COUNTY: WILLIAMSON</p>
<p>PARCEL: 21 Plat 2 of 2</p>				

EXHIBIT B

County: Williamson
Parcel No.: 21 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 21 (U) EASEMENT

BEING 0.094 of an acre (4,098 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 5B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 5B having been conveyed to Rick Risley, a married person, by deed recorded in Document No. 2007062486, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Northwest line of Lot 2 of Castlerock Subdivision, a subdivision of record in Cabinet V, Slide 352 of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Jon L. Martin and wife, Patricia F. Martin, by deed recorded as Document No. 2006052803 of the Official Public Records of Williamson County, Texas, marking the most easterly corner of the above-referenced Lot 5B;

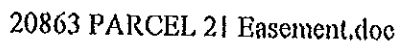
THENCE, along the Southeast line of the said Lot 5B, being the said Northwest line of Lot 2, S 44°57'30" W, 201.85 feet to a point, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 5B and the said Northwest line of Lot 2, S 44°57'30" W, 20.00 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 204.89 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 5B, being the Southeast line of Lot 4B of the said Birdland Subdivision, said Lot 4B having been conveyed to Innovative Painting, Inc., by deed recorded as Document No. 2007090490 of the Official Public Records of Williamson County, Texas, for the most westerly corner hereof;
- 3) THENCE, along the said Northwest line of Lot 5B being the said Southeast line of Lot 4B, N 44°58'15" E, 20.00 feet to a point, for the most northerly corner hereof;

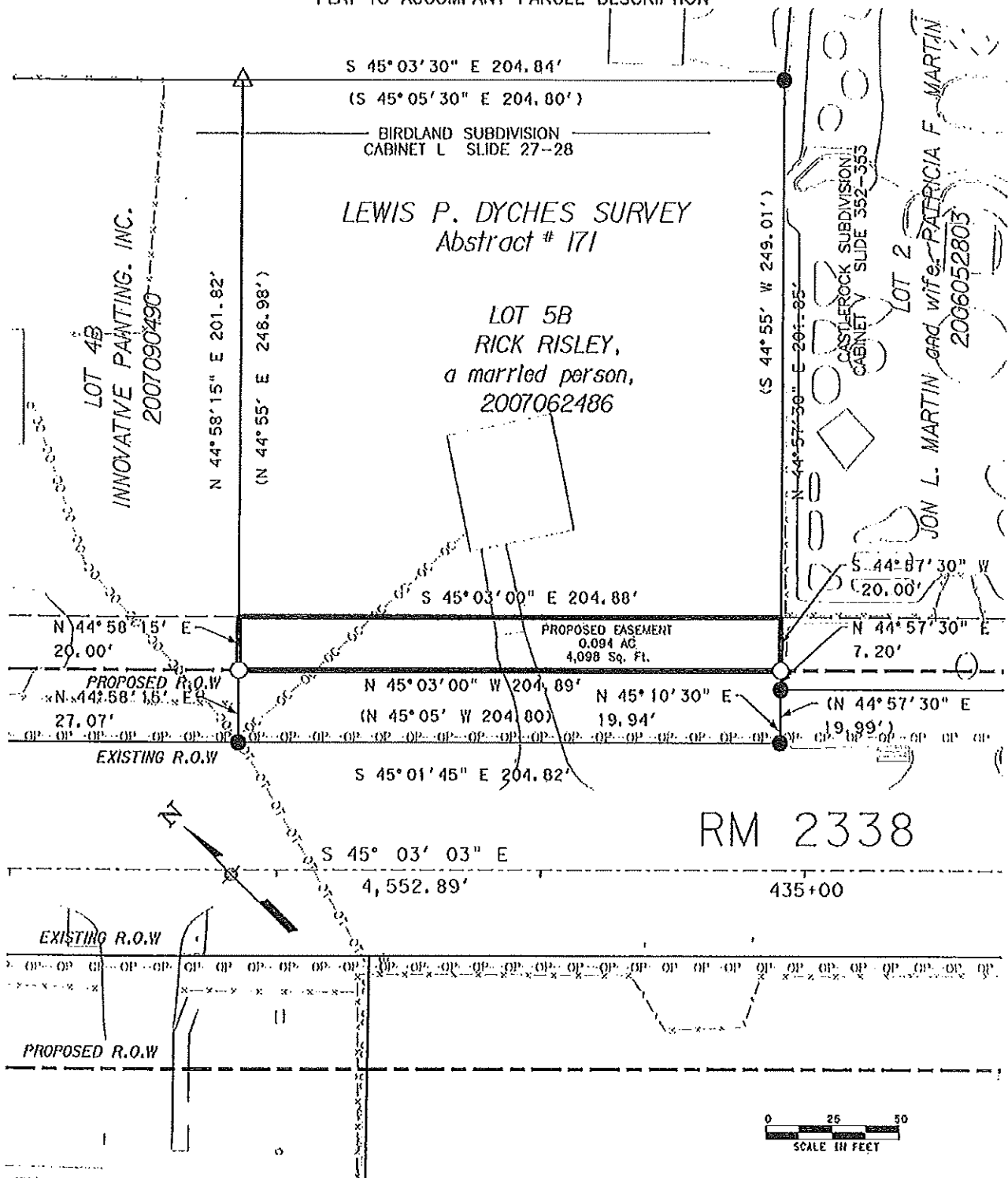
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
RICK RISLEY



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

PARCEL: 21(U)
PLAT 1 OF 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

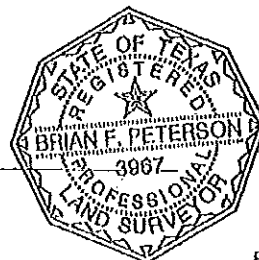
NOTES:

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

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

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

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



PAGE 4 OF 4

STEGERCABIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
RICK RISLEY



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

PARCEL: 21 (U)
PLAT 2 OF 2

Martin Resolution for Condemnation - RM 2338 (P23)

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of RM 2338, and take appropriate action. (Martin)

Background

Fiscal Impact

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

Attachments

Link: [Martin](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 08:51 AM
Final Approval Date: 02/25/2010

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

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.027 acres (Parcel 23), described by metes and bounds in Exhibit "A" of which is owned by JON L. MARTIN AND PATRICIA F. MARTN for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of RM 2338 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

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

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

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

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

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 23
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 23

BEING 0.027 of an acre (1,167 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Castlerock Subdivision, a subdivision of record in Cabinet V, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Jon L. Martin and wife, Patricia F. Martin, by deed recorded in Document No. 2006052803, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Northwest line of the above-referenced Lot 2, marking the most easterly corner of Lot 5B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27 of the Plat Records of Williamson County, Texas, said Lot 5B having been conveyed to Rick Risley, a married person, by deed recorded as Document No. 2007062486 of the Official Public Records of Williamson County, Texas;

THENCE, along the said Northwest line of Lot 2, being the Southeast line of the said Lot 5B, S 44°57'30" W, 221.85 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 434+90.25, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'E, 161.18 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2, being the Northwest line of Lot 1 of the said Castlerock Subdivision, being the Northwest line of the remainder of that certain tract of land conveyed to Stephen P. Walker and wife, Margaret R. Stummer, by deed recorded as Document No. 2000058203 of the Official Public Records of Williamson County, Texas, for the more easterly corner hereof;
- 2) THENCE, S 40°23'15" W, 7.28 feet to an iron pin found on the existing Northwest line of RM 2338, being the Northeast line of that certain tract of land called 0.16 of an acre 20-Foot-Dedicated Road Widening as shown on the said Castlerock Subdivision for the most southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°02'00" W, 161.76 feet to an iron pin found on the said Southeast line of Lot 5B, marking the most westerly

corner of the said Lot 2 and the most northerly corner of the said 0.16 of an acre 20-Foot-Dedicated Road Widening, for the most westerly corner hereof;

- 4) THENCE, N 44°57'30" E, 7.20 feet to the Place of BEGINNING and containing 0.027 of an acre (1,167 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

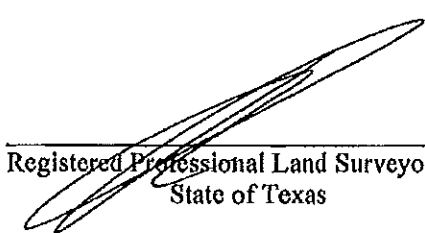
STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

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

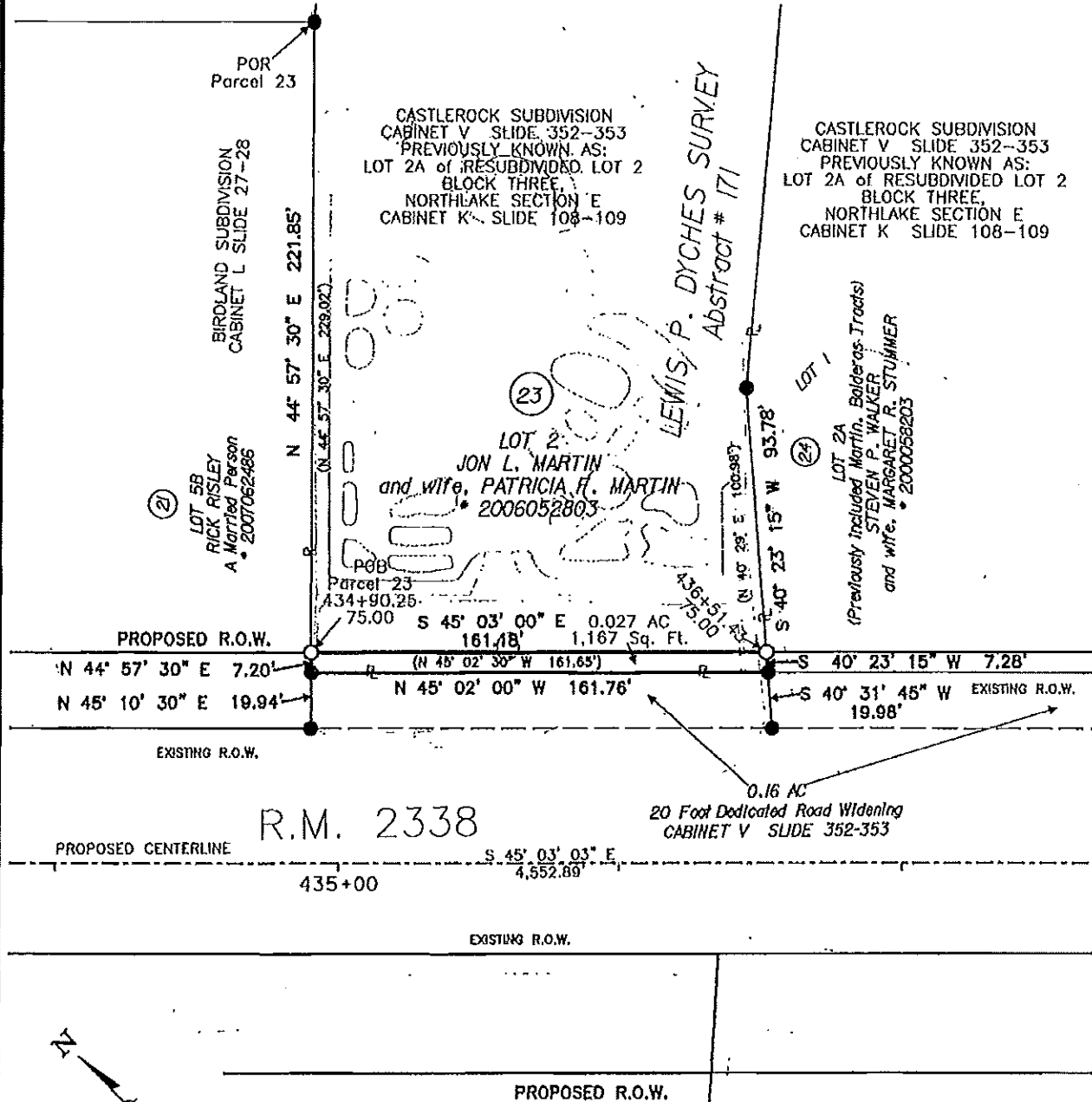
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.



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



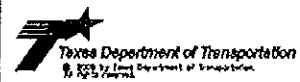
PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 JON L. MARTIN
 and wife, PATRICIA F. MARTIN



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

PARCEL: 23
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

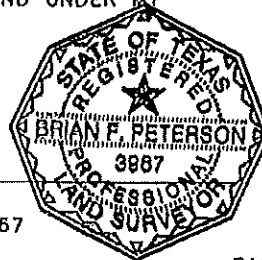
NOTES:

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

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

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

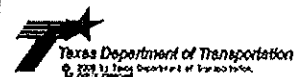
Brian F. Peterson
3/10/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
JON L. MARTIN
and wife, PATRICIA F. MARTIN



SCALE: 1" = 50' CSJ #: 2211-01-023 PROJECT: RM 233B COUNTY: WILLIAMSON

PARCEL: 23
Plat 2 of 2

EXHIBIT B

County: Williamson
Parcel No.: 23 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 23 (U) EASEMENT

BEING 0.074 of an acre (3,207 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Jon L. Martin and wife, Patricia F. Martin, by deed recorded in Document No. 2006052803 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Northwest line of the above-referenced Lot 2, marking the most easterly corner of Lot 5B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27 of the Plat Records of Williamson County, Texas, said Lot 5B having been conveyed to Rick Risley, a married person, by deed recorded as Document No. 2007062486 of the Official Public Records of Williamson County, Texas;

THENCE, along the said Northwest line of Lot 2, being the Southeast line of the said Lot 5B, S 44°57'30" W, 201.85 feet to a point, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 45°03'00" E, 159.58 feet to a point on the Southeast line of the said Lot 2, being the Northwest line of Lot 1 of the said Castlerock Subdivision, being the Northwest line of the remainder of that certain tract of land conveyed to Stephen P. Walker and wife, Margaret R. Stummer, by deed recorded as Document No. 2000058203 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, S 40°23'15" W, 20.06 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 3) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 161.18 feet to an iron pin with TxDOT aluminum cap set on the said Southeast line of Lot 5B, and the said Northwest line of the Lot 2, for the most westerly corner hereof;

4) THENCE, N 44°57'30" E, 20.00 feet to the Place of BEGINNING and containing 0.074 of an acre (3,207 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

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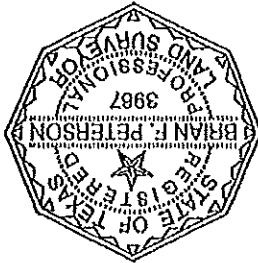
COUNTY OF WILLIAMSON

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 28th day of April, 2009, A.D.

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

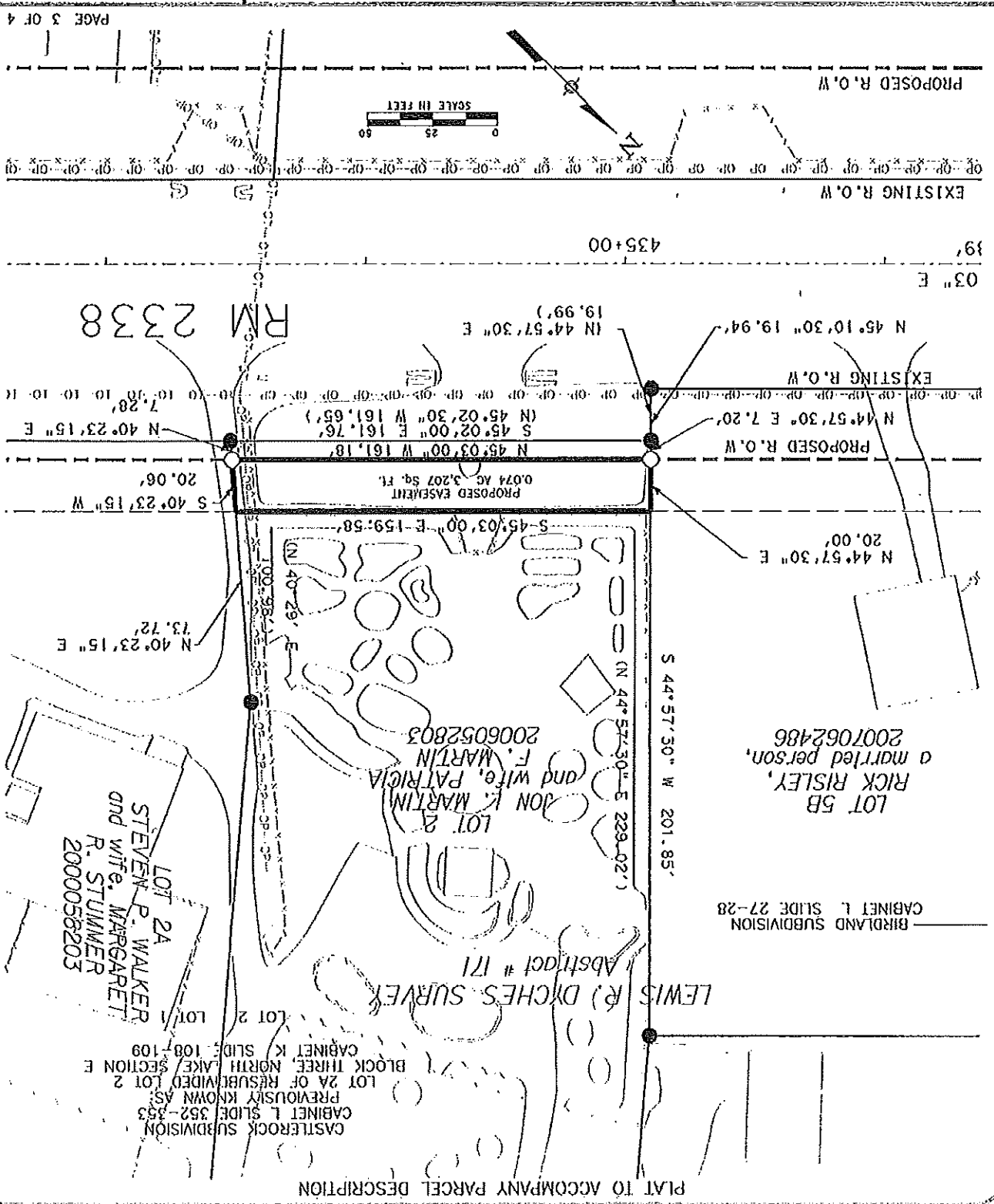
20863 PARCEL 23 Basement.doc



STEEGER, R. BIZZELL
 SECTIONAL TITLE
 WILLIAMSON COUNTY
 PLAT 23(U)
 PARCEL 23(U)

SCALE: 1" = 50'
 CSJ: 2211-01-023
 PROJECT: RM 2338
 COUNTY: WILLIAMSON
 PARCEL PLAT SHOWING PROPERTY OF:
 JON L. MARTIN and wife,
 PATRICIA F. MARTIN

WILLIAMSON
 COUNTY
 PLAT 23(U)
 PARCEL 23(U)



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TYPE I CONCRETE MONUMENT FOUND
 ■ TYPE II MONUMENT FOUND

□ 1/2" IRON ROD SET TO BE REPLACED WITH TXDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE

□ 1/2" IRON ROD FOUND TO BE REPLACED WITH TXDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE

⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
 ○ 1/2" IRON ROD SET W/ TXDOT ALUM CAP
 ● 1/2" IRON ROD FOUND UNLESS NOTED

△ CALCULATED POINT

⊕ NAIL FOUND

⊕ CENTER LINE

ℓ PROPERTY LINE

() RECORD INFORMATION

P.O.R. POINT OF REFERENCE

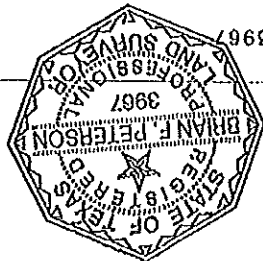
P.O.B. POINT OF BEGINNING

— LINE BREAK

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

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



4/28/09

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

PARCEL PLAT SHOWING PROPERTY OF:

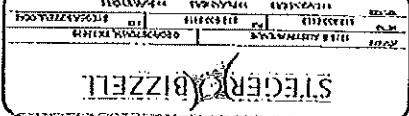
JON L. MARTIN and wife,
 PATRICIA F. MARTIN



PARCEL: 23(U)

PLAT 2 OF 2

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



SH 195 Real Estate Contract Parcels 41 & 57/Stonewood Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with Stonewood Enterprises, LTD. for right of way needed on SH 195. (Parcels 41 & 57)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Stonewood RE Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/25/2010 11:26 AM
Final Approval Date: 02/25/2010

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between STONEWOOD ENTERPRISES, LTD., (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 18.898 acre tract of land, more or less, situated in the Washington Reese Survey, Abstract No. 523, and the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 41); and

All of that certain 0.740 acre tract of land, more or less, situated in the Washington Reese Survey, Abstract No. 523, and the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 41R); and

All of that certain 0.829 acre tract of land, more or less, situated in the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 57); and

Drainage easement interest in and across all of that certain 0.236 acre tract of land, more or less, situated in the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (Parcel 41E)

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, save and except any subsurface minerals (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A-C", 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, compensation for any improvements located on the Property, and compensation for any damage to the remaining property of Seller resulting from this acquisition shall be the sum of THREE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars (\$323,790.00).

The State of Texas, acting by and through the Texas Department of Transportation has previously paid Seller the amount of \$131,733.00 pursuant to the terms of a Possession and Use Agreement for Transportation purposes concerning a portion of the Property, and recorded in the real property records of Williamson County as Document No. 2007098810, thereby leaving a remaining Purchase Price of **ONE HUNDRED NINETY TWO THOUSAND AND FIFTY SEVEN AND 00/100 Dollars (\$192,057.00)** now due from Purchaser to complete this transaction.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 30 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property so that Purchaser may proceed with its planned roadway improvement project.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the 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 31, 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 Williamson County, 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-C", and deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in and across the Property described in Exhibit "D", save and except any subsurface minerals existing under any of the Property conveyed herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any presently outstanding minerals or mineral leases, if any.

The Special Warranty Deed shall be in the form as show in Exhibit "E" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "F" 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 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;" 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.

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:

STONEWOOD ENTERPRISES, LTD.

By: PB Holdings, Inc., General Partner

By: 
Thomas L. Burdett, President

Address: 814 Armstrong Dr.
Georgetown, Texas 78633

Date: Feb 25, 2010

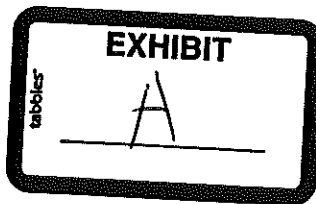
PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge

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

Date: _____



County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County Line
ROW CSJ: 0440-01-037

Property Description
for Parcel 41

BEING a 18.898 acre parcel of land located in Williamson County, Texas, situated in the Washington Reese Survey, Abstract 523 and the C.C. Wyatt Survey, Abstract 644, and being part of a tract of land described as 277.03 acres conveyed from PFAU Tire Incorporated to Robert W. Liu and wife, Mimi W. Liu, by deed dated August 29, 1988 and recorded in Volume 1728, Page 371 of the Williamson County Deed Records.

COMMENCING at a fence post, being 235.28 feet left of Proposed Baseline Station 1150+53.26, for an interior corner of said 277.03 acre tract on the south line of a tract of land described as 40.00 acres conveyed from Marsha G. Kocurek, Trustee for the Bankruptcy Estate of Thurman Enterprises Inc., to Eugene Haydon and wife, Barbara K. Haydon, by deed dated September 23, 1993 and recorded in Volume 2383, Page 868 of the Williamson County Deed Records;

THENCE South $87^{\circ} 15' 05''$ West a distance of 84.23 feet, along the south line of said 40.00 acre tract and the north line of said 277.03 acre tract, to a set $5/8$ inch iron rod with a Texas Department of Transportation aluminum cap, being 151.32 feet left of Proposed Baseline Station 1150+46.14, for the POINT OF BEGINNING;

- (1) THENCE South $07^{\circ} 30' 29''$ East a distance of 360.07 feet, along the proposed east right-of-way line of State Highway 195 and a Control of Access line, crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 135.00 feet left of Proposed Baseline Station 1154+20.00;
- (2) THENCE South $44^{\circ} 11' 46''$ East, passing at a distance of 948.65 feet a set $5/8$ inch iron rod with a Texas Department of Transportation aluminum cap, being 526.36 feet left of Proposed Baseline Station 1163+70.00, and continuing for a total distance of 1,051.44 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 555.00 feet left of Proposed Baseline Station 1164+85.00;

- (3) THENCE South $13^{\circ} 28' 21''$ East a distance of 347.64 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 445.94 feet left of Proposed Baseline Station 1168+65.07;
- (4) THENCE South $74^{\circ} 49' 49''$ East, passing at a distance of 102.05 feet a set Texas Department of Transportation Type II concrete monument, being 511.44 feet left of Proposed Baseline Station 1169+55.69, for the end of said Control of Access line, and continuing for a total distance of 371.73 feet, along the proposed east right-of-way line of said State Highway 195 and crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 680.26 feet left of Proposed Baseline Station 1171+65.00;
- (5) THENCE North $88^{\circ} 08' 47''$ East a distance of 253.26 feet, along the proposed east right-of-way line of said State Highway 195 and crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 890.00 feet left of Proposed Baseline Station 1173+06.94, on the existing north right-of-way line of Williamson County Road No. 233;
- (6) THENCE South $68^{\circ} 14' 49''$ West a distance of 731.22 feet, along the south line of said 277.03 acre tract and the existing north right-of-way line of said Williamson County Road No. 233, to a fence post;
- (7) THENCE North $74^{\circ} 19' 50''$ West a distance of 81.01 feet, along the south line of said 277.03 acre tract, and the existing north right-of-way line of said Williamson County Road No. 233, to a point on the existing east right-of-way line of said State Highway 195;
- (8) THENCE North $35^{\circ} 56' 52''$ West, passing at a distance of 425.88 feet a found Type I concrete monument, and continuing for a total distance of 1,925.06 feet, along the west line of said 277.03 acre tract and the existing east right-of-way line of said State Highway 195, to an angle point;
- (9) THENCE North $14^{\circ} 08' 46''$ West a distance of 107.70 feet, along the west line of said 277.03 acre tract and the existing east right-of-way line of said State Highway 195, to an angle point;
- (10) THENCE North $35^{\circ} 56' 52''$ West a distance of 293.82 feet, along the west line of said 277.03 acre tract and the existing east right-of-way line of said State Highway 195, to a set Texas Department of Transportation Type II concrete monument, being 446.68 feet right of Proposed Baseline Station 1148+75.42;
- (11) THENCE South $44^{\circ} 53' 43''$ East a distance of 443.62 feet, along the proposed west right-of-way line of said State Highway 195 and a Control of Access line, crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet right of Proposed Baseline Station 1152+00.00;

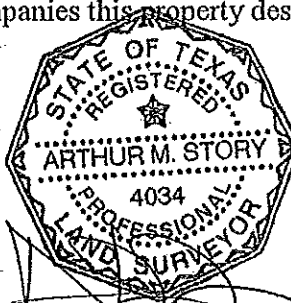
- (12) THENCE North $80^{\circ} 23' 13''$ East a distance of 40.00 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 135.00 feet right of Proposed Baseline Station 1152+00.00, for the beginning of a curve to the right;
- (13) THENCE northwesterly a distance of 182.08 feet, crossing said 277.03 acre tract, along the proposed west right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the right, having a central angle of $02^{\circ} 38' 17''$, a radius of 3,954.72 feet, a chord bearing of North $08^{\circ} 17' 16''$ West, and a chord distance of 182.06 feet, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 135.00 feet right of Proposed Baseline Station 1150+24.14, on the north line of said 277.03 acre tract and the south line of said 40.00 acre tract;
- (14) THENCE North $87^{\circ} 15' 05''$ East a distance of 287.16 feet, along the north line of said 277.03 acre tract and the south line of said 40.00 acre tract, to the POINT OF BEGINNING and containing 18.898 acres of land.

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances 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



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

10/28/04
Date

PARCEL	LINE NO.	BEARING	DISTANCE
41	41L1	S 07° 30' 29" E	360.07
	41L2	S 44° 11' 46" E	1,051.44
	41L3	S 13° 28' 21" E	347.64
	41L4	S 74° 49' 49" E	371.73
	41L5	N 88° 08' 47" E	253.26
	41L6	S 68° 14' 49" W	731.22
	41L7	N 74° 19' 50" W	81.01
	41L8	N 35° 56' 52" W	1,925.06
	41L9	N 14° 08' 46" W	107.70
	41L10	N 35° 56' 52" W	293.82
	41L11	S 44° 53' 43" E	443.62
	41L12	N 80° 23' 13" E	40.00
	41L13	N 87° 15' 05" E	287.16

- LEGEND**
- FOUND CORNER (AS DESCRIBED)
 - 1/4" IRON ROD W/ ALUMINUM CAP SET
 - 1/4" IRON ROD W/ PLASTIC CAP SET
 - CONCRETE MONUMENT SET (TYPE 11)
 - FOUND CONCRETE MONUMENT (TYPE 11)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTRALLINES
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST ROW
 - PROP ROW
 - COST EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - LINE ON CURVE NUMBER
 - L-LINE (C-CURVED)
 - EXTRACT LOC. (CLASSIC OF TRACT 6)

**C.C. WATT SURVEY
A-646**

PROPOSED BASELINE CURVE 5

P1 STATION	1158-61.89
P2 STATION	1158-61.89
BEARING OF CURVE	33° 49' 57" (LT)
ANGLE OF CURVE	120° 00'
TANGENT	120.00
CHORD	120.00
RAIUS	120.00
PC STATION	1158-61.89
PT STATION	1158-61.89

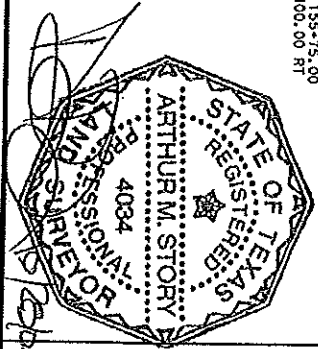
**WASHINGTON RESEZ SURVEY
A-523**

EUGENE MAYDON AND WIFE, BARBARA K. MAYDON
 CALLED 40.00 ACRES EXHIBIT A
 VOL. 122, PAGE 868
 N.C.D.R.
 SEPTEMBER 23, 1993

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

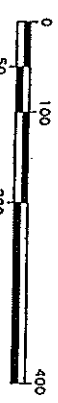
EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE
277.03	18.898	257.33
		0.80

PARCEL	CURVE	RADIUS	LENGTH	DELTA	CHORD	BRG	CHORD
41	41C1	3,954.72	182.08	02° 38' 17"	N 08° 17' 16" W	182.06	



STATE HIGHWAY 195
 RODS SURVEYING INC.
 6810 LEE ROAD
 (281) 379-6388
 SPRING, TX 77379
 SCALE: 1"=200'
 October 28, 2004

SCALE IN FEET

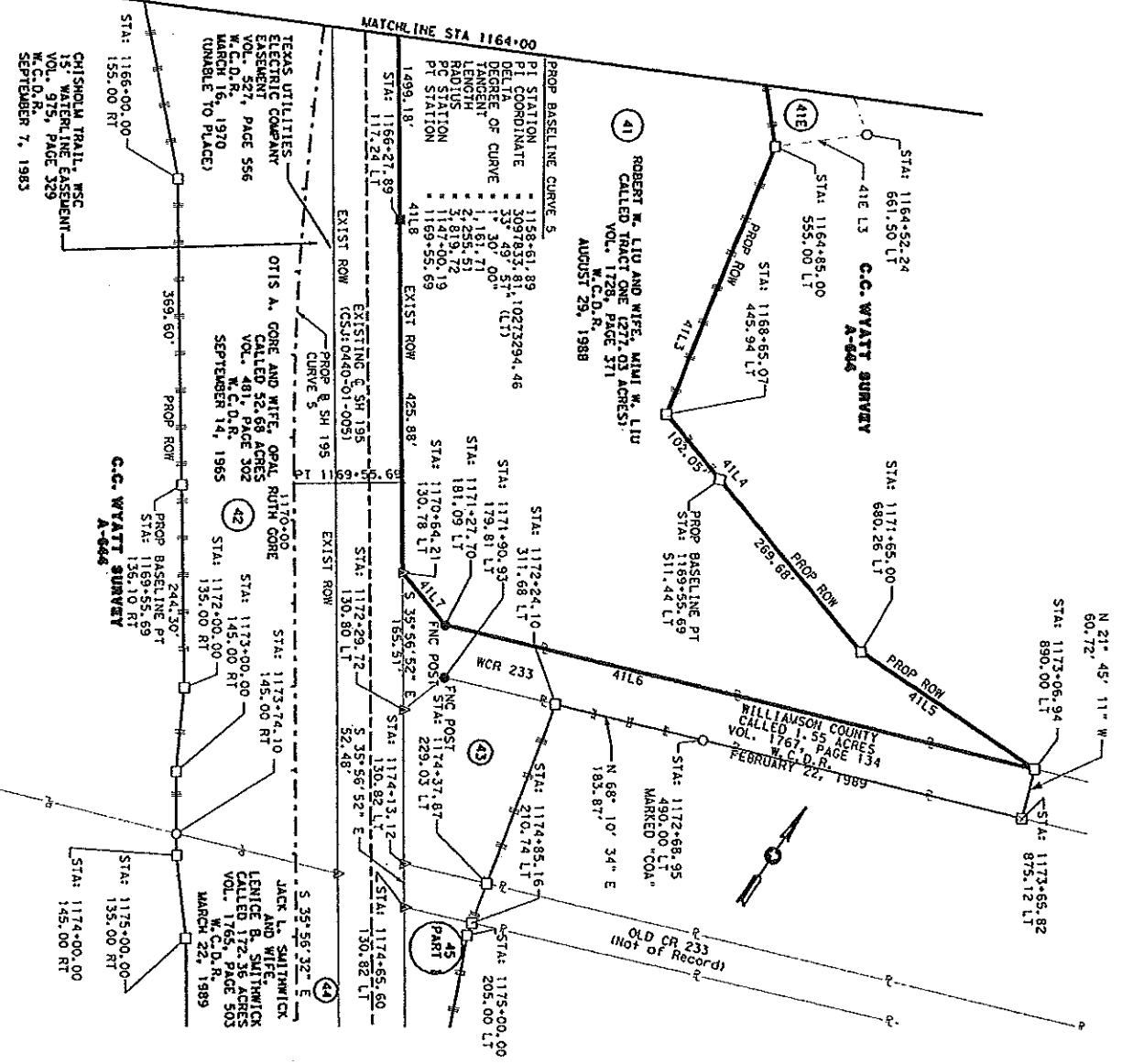


RIGHT OF WAY PLAT
 SHOWING PROPERTY OF

PARCEL 41

SHEET 4 OF 5

WATCHLINE STA 1164+00



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

- FOUND CORNER (AS DESCRIBED)
 ● 1/4" IRON ROD W/ ALUMINUM CAP SET
 ⊗ 3/8" IRON ROD W/ PLASTIC CAP SET
 ⊙ "ROSS SURVEYING"
 □ CONCRETE MONUMENT SET (TYPE 1)
 ⊠ FOUND CONCRETE MONUMENT (TYPE 1)
 Δ CALCULATED POINT
 △ CONTROL POINT
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 BASE LINE / CENTER LINES
 --- SURVEY LINE
 --- PROPERTY LINE
 --- EXIST ROW
 --- PROP ROW
 --- CONST EASEMENT (TEMPORARY)
 --- OBTAINING EASEMENT (PERMANENT)
 --- CONTROL OF ACCESS
 A. ↑
 1. LINE (C-CURVE)
 2. LINE (C-CURVE)
 3. TRACT 166-EASEMENT OF TRACT 63

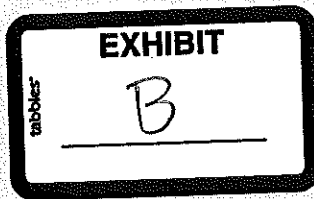


RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 41
SHEET 5 OF 5

STATE HIGHWAY 195 WILLIAMSON COUNTY
RODS SURVEYING INC.

SCALE: 1"=200' OCTOBER 28, 2004



METES AND BOUNDS DESCRIPTION

FOR A 0.740-ACRE TRACT OF LAND SITUATED IN THE C.C. WYATT SURVEY, ABSTRACT NO. 644, AND THE WASHINGTON REESE SURVEY, ABSTRACT NO. 523, WILLIAMSON COUNTY, TEXAS, BEING A REMNANT PORTION OF THE CALLED 277.03-ACRE TRACT OF LAND CONVEYED TO STONEWOOD ENTERPRISES, LTD. AS RECORDED IN DOCUMENT NO. 2006010626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.740-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an unmonumented point in the center of South Salado Creek, same being on the northwest corner of said 277.03-acre Stonewood Enterprises tract, same being on the upper southwest corner of the called 40.00-acre tract of land conveyed to Eugene Haydon and Wife, Barbara Haydon, as recorded in Volume 2383, Page 868 of the Official Records of Williamson county, Texas, Same being on a point in the easterly right-of-way line of State Highway 195 as recorded in Volume 254, Page 387 of the Deed Records of Williamson County, Texas, same being on the northwest corner of the called 18.898-acre tract of land described in the instrument titled "POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES" recorded in Document No. 2007098910 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEGINNING hereof; [BEARING BASIS: NAD-83 (1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description]

THENCE departing said easterly right-of-way line of State Highway 195, with the northerly boundary line of said 277.03-acre Stonewood Enterprises tract, same being the southerly boundary line of said 40.00-acre Haydon tract, the following four (4) courses and distances;


- 1) N62°47'06"E for a distance of 44.83 feet to a 1/2" iron rod found;
- 2) S62°49'03"E for a distance of 20.81 feet to a 1/2" iron rod found;
- 3) S47°29'26"E for a distance of 213.17 feet to an axle found;
- 4) N87°31'19"E for a distance of 110.99 feet to an unmonumented point in the northerly boundary line of the aforementioned 18.898-acre "POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES" tract, for the northeast corner hereof, and from which a 1/2" iron rod found with cap marked "Forest 1847" bears S56°35'50"W a distance of 0.18 feet, and a 5/8" iron rod found with cap marked "Texas Dept. of Transportation" bears N13°00'04"W a distance of 0.90 feet;

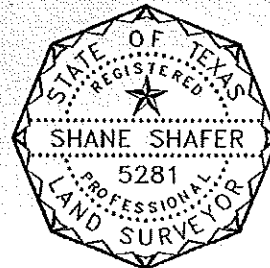
THENCE departing said northerly boundary line of said 277.03-acre Stonewood Enterprises tract and the southerly boundary line of said 40.00-acre Haydon tract, with the curving northerly boundary line of said 18.898-acre "POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES" tract, the following three (3) courses and distances;

- 1) With a curve to the left having a radius of 3954.72 feet, a delta angle of $2^{\circ}37'33''$, an arc length of 181.24 feet, and a chord which bears $S 8^{\circ}17'38''E$ a distance of 181.23 feet to a brass disc found in concrete stamped "Texas Department of Transportation" for the southeast corner hereof;
- 2) $S80^{\circ}20'25''W$ for a distance of 39.92 feet to a brass disc found in concrete stamped "Texas Department of Transportation" for the southwest corner hereof;
- 3) $N44^{\circ}54'05''W$ for a distance of 443.69 feet to the POINT OF BEGINNING hereof and containing 0.740 acre of land more or less.

< DIAMOND SURVEYING, INC.

P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100


SHANE SHAFER, R.P.L.S. NO. 5281 FEB. 19, 2010 DATE



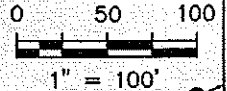
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.740 ACRE TRACT OF LAND SITUATED IN THE C.C. WYATT SURVEY, ABSTRACT NO. 644, AND THE WASHINGTON REESE SURVEY, ABSTRACT NO. 523, WILLIAMSON COUNTY, TEXAS, BEING A REMNANT PORTION OF THE CALLED 277.03-ACRE TRACT OF LAND CONVEYED TO STONEWOOD ENTERPRISES, LTD. AS RECORDED IN DOCUMENT NO. 2006010626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	2'37'33"	181.24'	3954.72'	S8'17'38"E	181.23'

NUM	DISTANCE	BEARING
L1	0.18'	S56'35'50"W
L2	0.90'	N13'00'04"W

EUGENE HAYDON AND WIFE,
BARBARA K. HAYDON
CALLED 40.00 ACRES
VOL. 2383, PG. 868



STATE OF TEXAS
POSSESSION AND USE AGREEMENT
FOR TRANSPORTATION PURPOSES
CALLED 18.898 ACRES
DOC. NO. 2007098910

STONEWOOD ENTERPRISES, LTD.
REMNANT PORTION OF
CALLED 277.03 ACRES
DOC. NO. 2006010626

LEGEND

- = BOUNDARY MONUMENT FOUND (IRF)
(1/2" IRON ROD UNLESS OTHERWISE NOTED)
- * = AXLE FOUND
- △ = CALCULATED UNMONUMENTED
BOUNDARY CORNER
- = BRASS DISC FOUND IN CONCRETE STAMPED
'TEXAS DEPARTMENT OF TRANSPORTATION'
- PP ○ = POWER POLE
- OE — = OVERHEAD ELECTRIC LINE
- GW — = DOWN GUY WIRE
- = EDGE OF PAVEMENT
- X — = WIRE FENCE
- () = RECORD INFORMATION PER
VOL. 2383, PG. 868

GENERAL NOTES:

- The Surveyor has reviewed Commitment for Title Insurance GF No. 800063690 ZF Issued by Stewart Title Guaranty Company, Issue date April 28, 2009 with regard to any record easements, right of way or setbacks affecting the subject property.
- The subject tract shown hereon is affected by a blanket type water line easement described in Vol. 975, Pg. 383, and transferred to Chisholm Trail Special Utility District as recorded in Vol. 2168, Pg. 44.
- Bearing Basis: NAD-83(1993), Texas Central (4203), State Plane System.
- All Documents listed hereon are recorded in the Office of the County, Clerk of Williamson County, Texas.

To Williamson County, Texas exclusively:

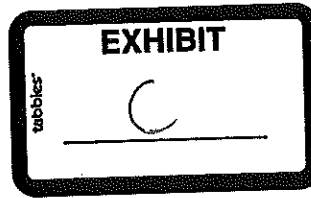
I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a Land Boundary Survey made on the ground under my direct supervision, completed on February 19, 2010. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

FEB. 19, 2010
DATE:

<> DIAMOND SURVEYING, INC.
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100





Page 1 of 3 Pages
February 17, 2009

County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County Line
ROW CSI: 0440-01-037

Property Description
for Parcel 57

BEING a 0.829 acre (36,125 square feet) parcel of land located in Williamson County, Texas, situated in the C.C. Wyatt Survey, Abstract 644, and being part of a tract of land described as 277.03 acres conveyed from PFAU Tire Incorporated to Robert W. Liu and wife, Mimi W. Liu, by deed dated August 29, 1988 and recorded in Volume 1728, Page 371 of the Williamson County Deed Records and also a part of a tract of land described as 1.43 acres conveyed from Don Wilson, County Judge, in his official capacity as County Judge of the County of Williamson of the State of Texas to Robert W. Liu and wife, Mimi W. Liu, by deed dated October 30, 1989 and recorded in Volume 1836, Page 463 of the Williamson County Deed Records

COMMENCING at a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap stamped "COA", said rod also being the BEGINNING of a Control of Access line, being 490.00 feet left of Proposed Baseline Station 1172+68.95, in the existing south right-of-way line of New Williamson County Road No. 233 conveyed from Robert W. Liu and wife, Mimi W. Liu, to Williamson County, Texas, by deed dated February 22, 1989 and recorded in Volume 1767, Page 134 of the Williamson County Deed Records;

THENCE South 68° 10' 34" West a distance of 183.87 feet, along the south right-of-way line of said New Williamson County Road No. 233 and with said Control of Access line to a set Texas Department of Transportation Type II concrete monument, being 229.03 feet left of Proposed Baseline Station 1174+37.87, for the POINT OF BEGINNING of the herein described parcel;

- (1) THENCE South 14° 48' 06" East a distance of 279.89 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 277.03 acre tract and Old Williamson County Road No. 233, to a set Texas Department of Transportation Type II concrete monument, being 210.74 feet left of Proposed Baseline Station 1174+85.16, in the south right-of-way line of said Old Williamson County Road No. 233;
- (2) THENCE South 67° 48' 29" West a distance of 82.28 feet, along the south right-of-way line of said Old Williamson County Road No. 233, to a point, being 130.82 feet left of Proposed Baseline Station 1174+65.60, on the existing east right-of-way line of State Highway 195;


- (3) THENCE North $35^{\circ} 56' 52''$ West a distance of 235.89 feet, along the west line of said 277.03 acre tract and the existing east right-of-way line of said State Highway 195, to a point, being 130.80 feet left of Proposed Baseline Station 1172+29.72, for the southwest corner of New Williamson County Road No. 233;
- (4) THENCE North $15^{\circ} 42' 13''$ East a distance of 62.50 feet, along the existing south right-of-way line of said New Williamson County Road No. 233, and crossing said 277.03 acre tract, to a fence post;
- (5) THENCE North $68^{\circ} 10' 34''$ East a distance of 135.98 feet, along the existing south right-of-way line of said New Williamson County Road No. 233 and crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 311.68 feet left of Proposed Baseline Station 1172+24.10 to the POINT OF BEGINNING of the herein described parcel, said parcel contains 0.829 acre (36.125 square feet) of land.

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

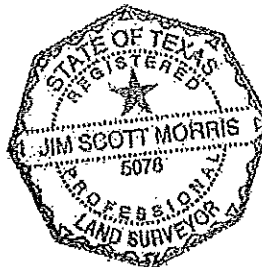
Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

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

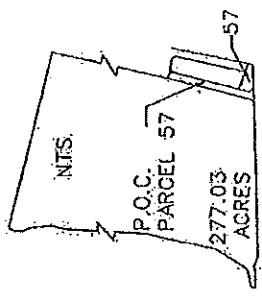
 2-17-2009

Scott Morris, Registered Professional Land Surveyor, No. 5076 Date



- LEGEND**
- FOUND CORNER (AS DESCRIBED)
 - 5/8" IRON ROD W/ ALUMINUM CAP SET
 - ⊙ 1/2" IRON ROD W/ PLASTIC CAP SET
 - ⊕ 3/8" IRON ROD W/ PLASTIC CAP SET
 - CONCRETE MONUMENT (TYPE II)
 - ⊠ FOUND CONCRETE MONUMENT (TYPE II)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - ⊙ POINT OF BEGINNING
 - ⊙ POINT OF DISCONTINUITY
 - ⊙ SPLIT LINE / CONTINUITY
 - SURVEY LINE
 - PROPERTY LINE
 - DIST ROW
 - PROP ROW
 - CONST EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - LINE OR CURVE NUMBER
 - CURVE RECOVERED
 - 6-FOOT 1" EASEMENT OF TRACT A1

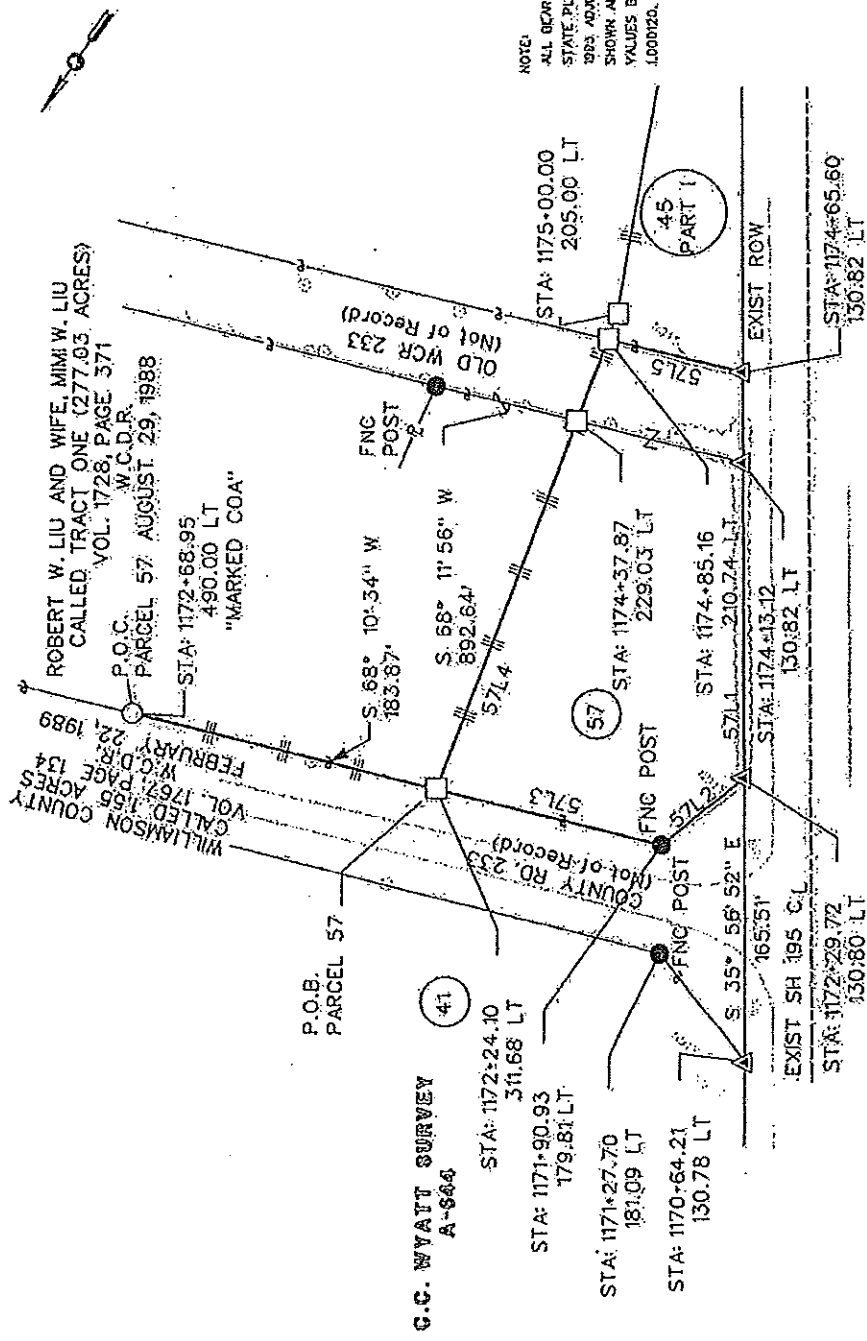
NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83. 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



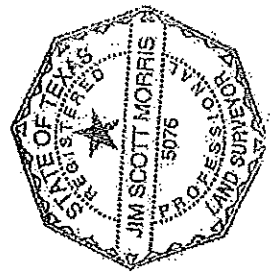
RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 57
SHEET 3 OF 3

STATE HIGHWAY 195 WILLIAMSON COUNTY
ROB'S SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379.
(281) 379-6388
SCALE: 1"=100' REV. FEBRUARY 17, 2009



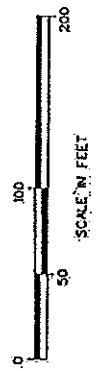
E M Grimes, Jr.,
County Judge of Williamson County
Vol. 254, Pg. 387
W.C.D.R.
July 24, 1930

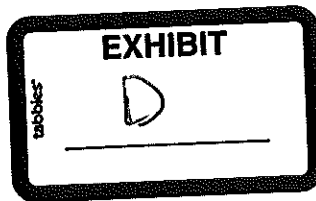


LINE TABLE

PARCEL	LINE NO.	BEARING	DISTANCE
57	57L1	N 35° 56' 52" W	235.89
	57L2	N 15° 42' 13" E	92.50
	57L3	N 68° 10' 34" E	135.98
	57L4	S 14° 48' 00" E	279.89
	57L5	S 67° 48' 20" W	82.28

EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE	
		LEFT	RIGHT
Approx. 6.43	0.829	5.601	
	36.125 - sq ft.		





County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County Line
ROW CSJ: 0440-01-037

Property Description
for Easement 41E

BEING a 0.236 acre (10,277 square feet) of land located in Williamson County, Texas, situated in the C.C. Wyatt Survey, Abstract 644, and being part of a tract of land described as 277.03 acres conveyed from PFAU Tire Incorporated to Robert W. Liu and wife, Mimi W. Liu, by deed dated August 29, 1988 and recorded in Volume 1728, Page 371 of the Williamson County Deed Records.

COMMENCING at a set Texas Department of Transportation Type II concrete monument, being 135.00 feet left of Proposed Baseline Station 1154+20.00, on the proposed east right-of-way line of State Highway 195;

THENCE South 44° 11' 46" East a distance of 948.65 feet, along the proposed east right-of-way line of said State Highway 195, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 526.36 feet left of Proposed Baseline Station 1163+70.00, for the POINT OF BEGINNING;

- (1) THENCE North 46° 51' 10" East a distance of 90.00 feet, along the proposed north line of a drainage easement and crossing said 277.03 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 612.78 feet left of Proposed Baseline Station 1163+40.47;
- (2) THENCE South 55° 10' 01" East a distance of 105.08 feet, along the proposed east line of said drainage easement and crossing said 277.03 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 661.49 feet left of Proposed Baseline Station 1164+52.22;
- (3) THENCE South 46° 51' 10" West a distance of 110.00 feet, along the proposed south line of said drainage easement and crossing said 277.03 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 555.00 feet left of Proposed Baseline Station 1164+85.00;

- (4) THENCE North 44° 11' 46" West a distance of 102.79 feet, along the proposed west line of said drainage easement and the proposed east line of said State Highway 195, to the POINT OF BEGINNING and containing 0.236 acres (10,277 square feet) of land.

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

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

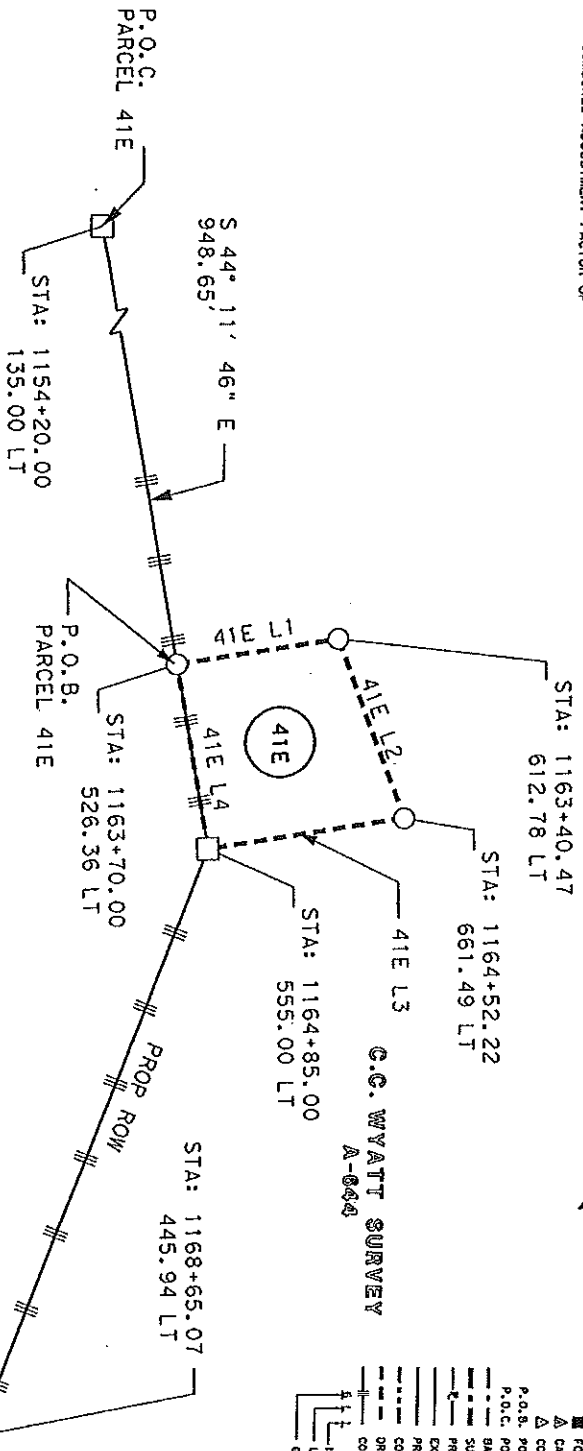
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388



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

10/28/04
Date

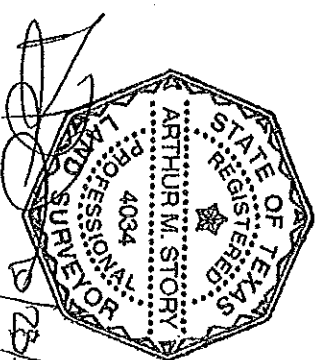
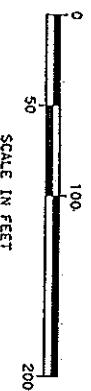
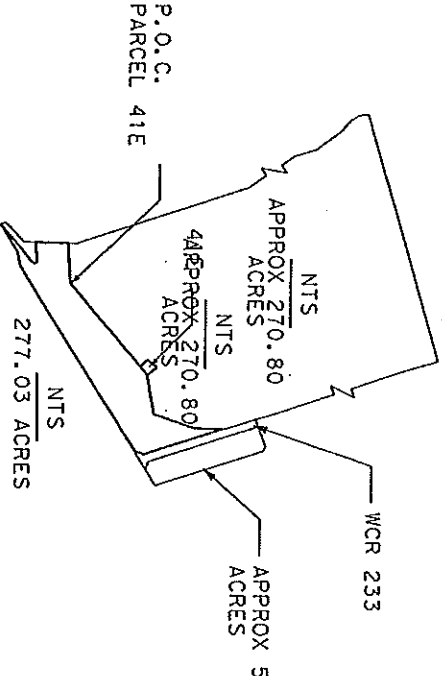
NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.000120.



ROBERT W. LIU AND WIFE, MIMI W. LIU
CALLED TRACT ONE (277.03 ACRES)
VOL. 1728, PAGE 371
W.C.D.R.
AUGUST 29, 1988

PARCEL	LINE NO.	BEARING	DISTANCE
41E	L1	N 46° 51' 10" E	90.00
41E	L2	S 55° 10' 01" E	105.08
41E	L3	S 46° 51' 10" W	110.00
41E	L4	N 44° 11' 46" W	102.79

EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE	LEFT	RIGHT
Approx. 270.80	0.236			
	10.277 sq ft			



RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 41E

SHEET 3 OF 3

STATE HIGHWAY 195 WILLIAMSON COUNTY
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388
SCALE: 1"=100' October 29, 2004

- LEGEND
- FOUND CORNER (AS DESCRIBED)
 - 1/4" IRON ROD W/ ALUMINUM CAP SET
 - ⊗ 3/4" IRON ROD W/ PLASTIC CAP SET
 - ⊠ "RODS SURVEYING"
 - CONCRETE MONUMENT SET (TYPE 1)
 - ▲ FOUND CONCRETE MONUMENT (TYPE 1)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTERLINE
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST ROW
 - PROP ROW
 - CONST EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - 1" LINE OR CURVE NUMBER
 - 1" LINE (IC-CURVE)
 - TRACT (EASEMENT OF TRACT 62)



SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, STONEWOOD ENTERPRISES, LTD., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 18.898 acre tract of land, more or less, situated in the Washington Reese Survey, Abstract No. 523, and the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 41); and

All of that certain 0.740 acre tract of land, more or less, situated in the Washington Reese Survey, Abstract No. 523, and the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 41R); and

All of that certain 0.829 acre tract of land, more or less, situated in the C.C. Wyatt Survey, Abstract No. 644 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 57)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

Access is prohibited across the control of access lines, if any, to the transportation facility from the adjoining property as shown on the plats which accompany the metes and bounds descriptions in Exhibit "A-C".

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2010.

[signature page follows]

STONEWOOD ENTERPRISES, LTD.

By: _____
Thomas L. Burdett, President

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Thomas L. Burdett, in the capacity and for the purposes and consideration recited herein.

3.

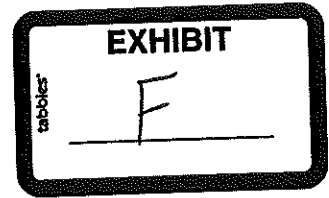
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County Courthouse
County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



DRAINAGE EASEMENT

State Highway 195

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

That STONEWOOD ENTERPRISES, LTD., and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.236 acre tract of land, more or less, being out of the C. C. Wyatt Survey, Abstract No. 644, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 41E).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the future within the premises covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2010.

GRANTOR:

STONEWOOD ENTERPRISES, LTD.

By: PB Holdings, Inc., General Partner

By: _____
Thomas L. Burdett, President

ACKNOWLEDGMENT

STATE OF TEXAS §

§

22

COUNTY OF _____ §

8

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Thomas L. Burdett, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

AFTER RECORDING RETURN TO:

Discuss and take action on property listing agreement with Don Quick & Associates**Commissioners Court - Regular Session**

Date: 03/02/2010
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take action on property listing agreement with Don Quick & Associates.

Background

This property is .807 acres located at 22007 Highway 79, Taylor, TX. 76574. This property was purchased for the Highway 79 pass-through project.

Fiscal Impact

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

Attachments

Link: [Listing Agreement](#)

Form Routing/Status

Form Started By: Linda Wipff Started On: 02/25/2010 11:13 AM
Final Approval Date: 02/25/2010



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2006

1. PARTIES: The parties to this agreement (this Listing) are:

SELLER: Williamson County Commissioners Court

Address: 710 S. Main St. Suite 310

City, State, Zip: Georgetown, TX 78626-4628

Phone: (512) 943-1100

Fax: _____

E-Mail: _____

Broker: Don Quick & Associates, Inc.

Address: 1000 N. IH-35, Suite A

City, State, Zip: Round Rock, TX 78681

Phone: (512) 255-3000

Fax: (512) 310-0441

E-Mail: stan@donquick.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 22007 Highway 79

City: Taylor

County: Williamson

Zip: 76574

Legal Description (Identify exhibit if described on attachment):

AW0493 - H. Pace Survey, .807 acres also described as a portion of the property in a deed of reference in volume 1299, page 808 Deed Records, Williamson County Texas (see exhibit A).

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum.)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 160,000.00
One Hundred Sixty Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except _____.

4. TERM:

- A. This Listing begins on February 24, 2010 and ends at 11:59 p.m.
on August 24, 2010.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

☒ (1) 6.000 % of the sales price.

☐ (2) _____

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

- D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time

the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

(2) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(3) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Transaction Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 120 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying not more than 10 names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Williamson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

- A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions).
- B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____ ; and
- (3) _____
- C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker from Broker's fee under Paragraph 5:

- A. if the other broker represents the buyer: NEG % of the sales price or \$ _____ ; and
- B. if the other broker is a subagent: _____ % of the sales price or \$ _____ .

9. INTERMEDIARY: (Check A or B only.)

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
- (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ☐ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ☐ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ☐ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ☐ may not treat a party to the transaction dishonestly; and
- ☐ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
- (3) furnish comparative marketing and sales information about other properties to prospects;
- (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
- (5) obtain information from any holder of any note secured by a lien on the Property;
- (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
- (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
- (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
- (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*

- ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.
- ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
 - (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs; and
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
 - (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

- 15. SPECIAL PROVISIONS:** A. This agreement may be subject to the ratification by the vote of the Williamson County Commissioners Court, if required.
- B. Williamson County has no septic permits on file. According to the City of Taylor, the property is serviced by Noak Water District.
- C. According to Williamson County Engineer, the HVAC has been removed from property and the status of the electrical is unknown.

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 19. ADDENDA:** Addenda or information that are part of this Listing are:
- ☒ A. Information About Brokerage Services
 - ☐ B. Property Description Exhibit identified in Paragraph 2
 - ☐ C. Condominium Addendum
 - ☒ D. Commercial Property Condition Statement
 - ☐ E. Information About On-Site Sewer Facility
 - ☐ F. Information About Special Flood Hazard Areas
 - ☐ G. _____
- _____
- _____
- _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service. Broker's fees are negotiable.**

- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet; and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Williamson County Commissioners

Seller: Court

Seller: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Broker: Don Quick & Associates, Inc.

By: Stan Briggs

Printed Name: STAN BRIGGS

Date: February 24, 2010

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



(TAR-2501) 1/1/96

Don Quick & Associates 1000 N IH-35 Round Rock, TX 78681
Phone: (848)480-8200

Fax:

Edward Quick

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01A

TREC No. OP-K

Page 1 of 1

22007 Highway



CONCERNING THE PROPERTY AT: 22007 Highway 79 Taylor, TX 76574

PART I - Complete if Property is Improved or Unimproved

<u>Aware</u>	<u>Not Aware</u>
--------------	----------------------

- (TAR-1408) 10-18-05 Initialed by Buyer or Tenant: _____, _____ and Seller _____, _____ Page 1 of 4

- | | <u>Aware</u> | <u>Not
Aware</u> |
|---|--------------------------|--------------------------|
| (9) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? | <input type="checkbox"/> | <input type="checkbox"/> |
| (10) pending changes in zoning, restrictions, or in physical use of the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (11) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | <input type="checkbox"/> | <input type="checkbox"/> |
| (12) lawsuits affecting title to or use or enjoyment of the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (13) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | <input type="checkbox"/> | <input type="checkbox"/> |
| (14) common areas of facilities affiliated with the Property co-owned with others? | <input type="checkbox"/> | <input type="checkbox"/> |
| (15) an owners' or tenants' association or maintenance fee or assessment affecting the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| If aware, name of association: _____ | | |
| Name of manager: _____ | | |
| Amount of fee or assessment: \$ _____ per _____ | | |
| Are fees current through the date of this notice? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown | | |
| (16) subsurface structures, hydraulic lifts, or pits on the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (17) intermittent or weather springs that affect the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (18) any material defect in any irrigation system, fences, or signs on the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (19) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? | <input type="checkbox"/> | <input type="checkbox"/> |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

PART 2 – Complete only if Property is Improved

A. Are you (Seller) aware of any material defects in any of the following on the Property?

- | | <u>Aware</u> | <u>Not
Aware</u> | <u>Not
Appl.</u> |
|--|--------------------------|--------------------------|--------------------------|
| (1) <u>Structural Items:</u> | | | |
| (a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) exterior walls? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) fireplaces and chimneys? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) windows, doors, plate glass, or canopies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | <u>Aware</u> | <u>Not
Aware</u> | <u>Not
Appl.</u> |
|--|--------------------------|--------------------------|--------------------------|
| (2) <u>Plumbing Systems:</u> | | | |
| (a) water heaters or water softeners? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) supply or drain lines? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) faucets, fixtures, or commodes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) private sewage systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) pools or spas and equipments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) sprinkler systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) water coolers? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) private water wells? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) pumps or sump pumps? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) <u>Other Systems or Items:</u> | | | |
| (a) security or fire detection systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) porches or decks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) gas lines? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) garage doors and door operators? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) loading doors or docks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) rails or overhead cranes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) elevators or escalators? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) parking areas, drives, steps, walkways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) appliances or built-in kitchen equipment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If you are aware of material defects in any of the items listed under Paragraph A, explain. (*Attach additional information if needed.*) _____

B. Are you (Seller) aware of:

- | | <u>Aware</u> | <u>Not
Aware</u> |
|--|--------------------------|--------------------------|
| (1) any of the following water or drainage conditions materially and adversely affecting the Property: | | |
| (a) ground water? | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) water penetration? | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) previous flooding or water drainage? | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) soil erosion or water ponding? | <input type="checkbox"/> | <input type="checkbox"/> |

	Aware	Not Aware
(2) previous structural repair to the foundation systems on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years?	<input type="checkbox"/>	<input type="checkbox"/>
<i>if yes, attach a copy of the mold remediation certificate.</i>		
(8) previous termite treatment on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(9) previous fires that materially affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	<input type="checkbox"/>	<input type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)* _____

Seller: _____ Date: _____

Seller: _____ Date: _____

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant: _____ Date: _____

Buyer or Tenant: _____ Date: _____

NOTICE TO BUYER OR TENANT: The broker representing Seller and the broker representing you advise you that this statement was completed by Seller, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.



Williamson Central Appraisal District

625 FM 1460, Georgetown, TX 78626-8050
Austin Metro: (512) 930-3787 Taylor Metro: (888) 331-7807



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[GIS Map](#)



[Datasheet](#)

[Property Detail Sheet \(R006636\)](#)

Owner Information

Owner ID: **O082957**
Owner Name: **WILLIAMSON COUNTY**
Owner Address: **710 S MAIN ST STE 310
GEORGETOWN, TX 78626-4628**
Property Address: **22007 Highway 79
TAYLOR, TX 76574**

Parcel Information

Legal Description: **AW0493 AW0493 - Pace, H. Sur., ACRES 0.807**
Neighborhood: **X008D80I(X008D80I - Thrall ISD ge 1970 lt 1990)**
Acreage: **0.807**
Cross Reference: **R-01-0493-0000-0004**
Undivided Interest:
Exemption Codes: **EX (Exempt Property)**
Entity Codes: **GWI (Williamson CO)
RFM (Wmsn CO FM/RD)
STH (Thrall ISD)**
Deed Type: **Right of Way Deed**
Deed Book:
Deed Page: **2007101802**
Map Page: **7-2214**

[Click here](#) to view your 2009 certified values and prior history.



Improvements

ID	Type	SPTB	Seg:	Value
Imp1	R (Residential)	A1 (A1 - Residential Single Fami7		Unavailable



Land

ID	Type	SPTB	Acre	Market
Land1	R (Residential)	A1 (A1 - Residential Single Fami0.80		Unavailable



* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available [here](#).

Current Owner		Legal Description		Exemptions		Appraised	
WILLIAMSON COUNTY (0082957) 710 S MAIN ST STE 310 GEORGETOWN, TX 78626-4628		AW0493 AWD493 - Pace, H. Sur., ACRES 0.807		EX		Unavailable	
Situs Address		History Information					
		2009	2008	2007	2006		
		Imp HS \$160,183	\$179,941	\$134,499	\$95,608		
		Imp NHS \$0	\$0	\$0	\$0		
		Land HS \$17,069	\$20,175	\$25,000	\$25,000		
		Land NHS \$0	\$0	\$0	\$0		
		Ag Mkt \$0	\$0	\$0	\$0		
		Ag Use \$0	\$0	\$0	\$0		
		Tim Mkt \$0	\$0	\$0	\$0		
		Tim Use \$0	\$0	\$0	\$0		
		HS Cap -	-	\$30,621	\$3,446		
		Assessed \$177,252	\$200,116	\$128,878	\$117,162		
Improvement Sketch							

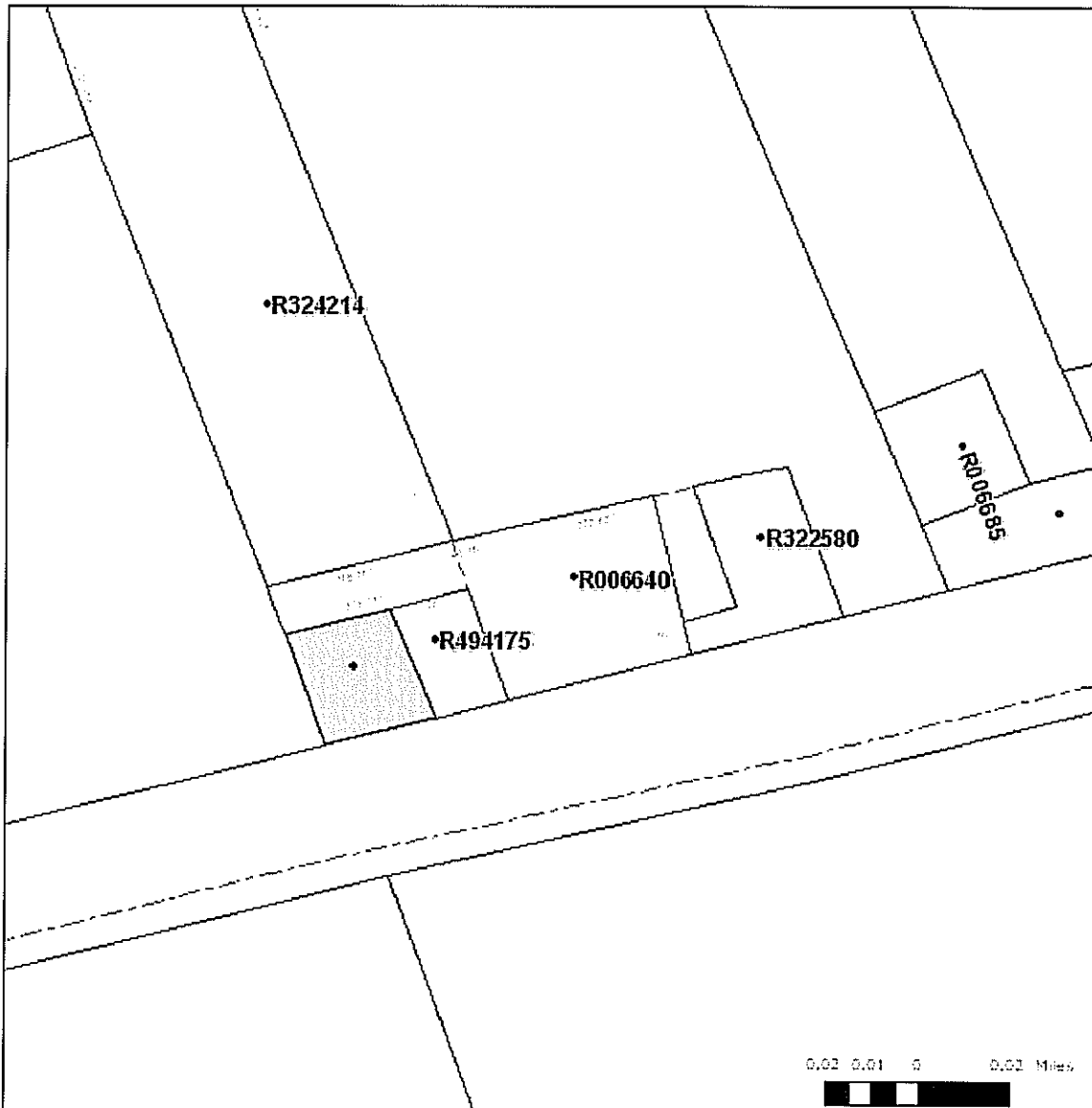
EXHIBIT A

Building Attributes					
Construction	Foundation	Exterior	Interior	Roof	Flooring
	SLB	STN	PA	GBL	CP
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms
CHCA	2	1	1975		
Improvements					
Type	Description	Area	Year Built	Eff Year	Value
R	Residential				
MA	Main Area	2193	1975	1975	
G	Garage	368			
OP	Open Porch	126			
CP	Carport	400			
FW	Fence Wood				
CSP	Concrete Pool	1			
Land Segments					
SPTB	Description	Area	Market	Ag Value	
A1	Residential	0.80700			

EXHIBIT A

EXHIBIT A

Map02/01/2010



PIN	R006636	Abstract	AW0493 - Pace, H. Sur.	Deed Date	12/06/2007
Owner Name	WILLIAMSON COUNTY! WILLIAMSON COUNTY	Entities	Williamson CAD, Williamson CO, Wmsn CO FM/RD, Thrall ISD	Sq Feet	35152.92
Owner Address	Attn: Williamson County Auditor 710 S STE #310 MAIN ST GEORGETOWN, TX 78626-4628!	Book	DOC#	Land	\$17,069.00
Site Address	22007 Highway 79 TAYLOR, TX 76574	Page	2007101802	Improvement	\$160,183.00
				Total	\$177,252.00
				Map Name	7-2214

EXHIBIT A

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ⊞ TYPE II CONCRETE MONUMENT SET
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊙ COTTON SPINDLE FOUND UNLESS NOTED
- ⊙ PK NAIL FOUND
- △ CALCULATED POINT
- ▲ 60D NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- [] RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- RPR.W.C.TX REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS
- OPR.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- DR.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- PR.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- QR.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS

GERALD W. FRANK AND SPOUSE, JUDITH A. FRANK
CALLED 2.86 ACRES
DOC. NO. 2005016317
O.P.R.W.C.TX.

JAMES A. CAMPBELL
CALLED 0.96 ACRE
VOL. 1299, PG. 808
O.R.W.C.TX.

DOUGLAS RAY ROWALD ET UX
CAROL ROWALD
CALLED 59.00 ACRES
DOC. NO. 2004059544
O.P.R.W.C.TX.

CARL DEAN THREADGILL AND WIFE,
SHARRION JO THREADGILL
CALLED 0.6759 ACRE
DOC. NO. 2000044345
O.P.R.W.C.TX.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S20°56'51"E	40.31'
L2	N20°56'51"W	40.31'

STATE OF TEXAS
CALLED 1.317 AC. VOL. 631, PG. 585
VOL. 447, PG. 628
D.R.W.C.TX.

2' UTILITY EASEMENT
VOL. 451, PGL 555
D.R.W.C.TX

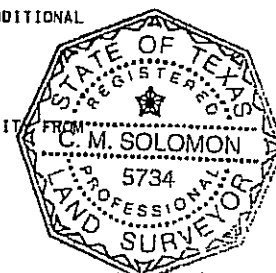
NOTES:

- RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
- ALL COORDINATES SHOWN HEREON ARE NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.0001135512.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
- VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND, THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE DERIVED FROM SCHEMATIC PROVIDED BY CARTER & BURGESS, INC., ON 11/08/06.
- PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- ACCESS CONTROL ON NON-ACCESS CONTROLLED FACILITIES: "ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY OF THE PROPERTY LYING ADJACENT TO U.S. 79."

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

C. M. Solomon
C. M. SOLOMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5734, STATE OF TEXAS

10/23/07
DATE



PAGE 03 OF 03
REF. FIELD NOTE NO. 4280



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

RIGHT-OF-WAY SKETCH
PARCEL 19
WILLIAMSON CO.
RCSJ NO. 0204-04-044

ACCURINT CONTRACT

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Theresa Lock, Constable Pct. #3
Department: Constable Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving Pct. 3 Constable's Office reinstating the contract for Accurint Application & Agreement for Law Enforcement Investigation and Research.

Background

Accurint research software is currently in use by other county offices and was previously in use by Pct. 3 Constable's Office. In the past year a alternative software was used and proved to be less effective and productive. Alternative software contract has expired without renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Accurint Contract](#)

Form Routing/Status

Form Started By: Theresa Lock Started On: 02/24/2010 09:46 AM
Final Approval Date: 02/24/2010



Risk & Information Analytics Group Application & Agreement - Law Enforcement

LexisNexis Risk & Information Analytics Group Inc. ("LN") provides the products and services listed in Part 5 (the "LN Services") of this Application and Agreement ("Agreement"). The information submitted on this Agreement will be used to determine the Customer's (as defined in Part 1 below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

AGENCY INFORMATION

PART 1: (This section must be filled out entirely.)

SECTION A: AGENCY INFORMATION ("AGENCY" or "Customer")

Agency Name _____
Physical Address _____
City _____ State _____ Zip _____
Telephone _____ Agency Web Address _____

Product IP Address _____

Product IP Address Range From _____ To _____

COMPANY PRINCIPAL(S)

Last Name _____ First Name _____ Middle Initial _____ Title _____
Last Name _____ First Name _____ Middle Initial _____ Title _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

BILLING INFORMATION

Part 2: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. If you choose to be billed directly, skip this portion and proceed to Part 3.) LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
Card Number _____ Expiration (MM/YY) _____
Credit Card Statement Address _____
City _____ State _____ Zip _____
Card Type: ☐ MasterCard ☐ Visa ☐ American Express

By choosing to have a credit card billed directly by LN, I hereby authorize the members of LN that are providing services to the Agency under this Agreement to bill this credit card for the charges incurred for use of the LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay charges incurred for my use of the LN Services, I shall be personally responsible for the payment of such charges.

Part 3: DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion and proceed to Part 4.) By submitting this direct billing application, Agency certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Agency named in this Agreement. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LN to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
Telephone _____ Email Address _____
Billing Address _____
City _____ State _____ Zip _____

Part 4: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? ☐ No ☐ Yes If Yes, provide P.O. Number _____
Sales Tax Exempt ☐ No ☐ Yes If Yes, provide proof of exemption _____

PRODUCT INFORMATION

Part 5: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS PRODUCTS

Accurant	Accurant for LE	InstantID
Accurant for Collections	Accurant for LE Plus	InstantID CIP
Accurant for Government	Accurant for Legal	InstantID Q&A
Accurant for Government Plus	Anti-Money Laundering Solutions	LN Vendor Screening
Accurant for Health Care	ChargebackDefender	RecoverScore
Accurant for Insurance	Collections Solutions	Risk Management Solutions
Accurant for Insurance Plus	FraudDefender	RiskWise Solutions

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

LN Batch (with NCOA _____ (Must submit PAF))
Accurant Batch

SECTION C: CONSUMER REPORT PRODUCTS

The LN Services listed in these Sections C and D constitute Consumer Reports as defined in the Agreement. Customer certifies that it will obtain a Consumer Report only for a permissible purpose as defined by the FCRA and other applicable laws.

Banko Collections Solutions	LexisNexis Applicant Screening	Specialty Screening
Express Screening **	OneScore	RiskView

** A non-refundable \$25.00 Account Setup Fee shall be assessed to all Express Screening accounts.

SECTION D: CONSUMER REPORT BATCH PRODUCTS

Banko Batch

PART 6: TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** LN provides nationwide public record information, document retrieval and related services (the "LN Services") using LN's proprietary and licensed databases and information. Agency hereby subscribes to the LN Services, and LN hereby grants to Agency a license to use the LN Services solely for law enforcement purposes which comply with applicable privacy laws.

2. **PERFORMANCE:** LN will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LN for the accuracy or completeness of the information provided by the LN Services.

3. **CHARGES:** For each response to a request for information, the Agency agrees to pay to LN for use of the LN Services the applicable charge for the information requested as provided in the attached Schedule A. The Agency shall pay to LN fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins.

4. **INTELLECTUAL PROPERTY:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LN Services, other than as permitted by this Agreement. The Agency acknowledges that LN (and/or LN's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LN Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.

5. **USE LIMITATIONS:** The Agency agrees that it will use the LN Services only in the performance of, or in the furtherance of, appropriate law enforcement purposes. Agency will not nominate or authorize any individual to a position of LN systems administrator or LN Agency administrator who has not undergone a government background check that meets the following federal criteria (or the state government equivalent that meets or exceeds that standard): National Criminal Information Center (NCIC) and other appropriate background checks in accordance with OPM guidelines, 5 Code of Federal Regulations (CFR), Part 731, "Suitability;" Part 732, "National Security Positions;" and Part 736, "Personnel Investigations"

commensurate with the responsibilities of their position. Use of the LN Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").

6. **PAYMENT OF FEES:** The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

7. **TERM:** This Agreement shall remain in full force and effect during such periods of time during which LN is providing services to the Agency, unless a time certain is specified elsewhere. The Agency may terminate this Agreement at any time for any reason. The Agency agrees that, if it is found to be in violation of any specifications of this Agreement, LN has the right to terminate the Agency's access to the LN Services.

8. **ASSIGNMENT:** The license granted to the Agency to use the LN Services may not be assigned by the Agency, in whole or in part, without the prior written consent of LN.

9. **DISCLAIMER OF WARRANTIES: LN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LN SERVICES AND INFORMATION PROVIDED THEREBY. LN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.**

10. **SURVIVAL OF AGREEMENT:** Provisions hereof related to (a) the use of the LN Services information and data by the Agency; (b) the payment for the LN Services; and (c) the disclaimer of warranties by LN shall survive any termination of the license to use the LN Services.

11. **AUDIT:** The Agency understands and agrees that, in order to ensure compliance with applicable law, LN will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by LN will be subject to immediate action including, but not limited to, termination of the license to use LN Services, legal action, and/or referral to federal or state regulatory agencies.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this LN Agreement for Government Agencies on behalf of the Agency or Customer listed above, and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Agreement.

AGENCY

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

ADVANCED GOVERNMENT SOLUTIONS

Intelligence
Analysis

Investigative

Screening & Identity
Verification

Agreement with M.J. Harden

Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Richard Semple
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the agreement between Williamson County and M.J. Harden Associates, Inc. to provide photogrammetric services, digital orthophotography.

Background

This item is a partnership with the Cities of Georgetown and Cedar Park, who will pay the County for their share of the aerial photos taken. The County took this project on after CAPCOG declined to move forward on the GeoMap program this year. The County's portion of this project is a regular budgeted item for the GeoMap program that will now be done directly with MJ Hardin.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [M.J. Harden Contract](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/24/2010 03:59 PM
 Final Approval Date: 02/25/2010

**CONTRACT FOR PHOTOGRAMMETRIC SERVICES-
DIGITAL ORTHOPHOTOGRAPHY BY AND BETWEEN
M.J. HARDEN ASSOCIATES, INC.
AND
WILLIAMSON COUNTY, TEXAS**

This Contract for Photogrammetric Services-Digital Orthophotography (the "Contract") is made and entered into by Williamson County, Texas, a political subdivision of the State of Texas, ("County") and M.J. Harden Associates, Inc. ("MJH").

WHEREAS, County proposes to obtain Photogrammetric Services-Digital Orthophotography;

WHEREAS, MJH has the professional ability and expertise to provide such Photogrammetric Services-Digital Orthophotography;

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

SECTION I.

PROJECT AREA DESCRIPTION

MJH shall acquire digital imagery of 1500 sq. miles in and around Williamson County Texas. The aerial acquisition will be accomplished with MJH's DMC digital sensor. The final product will be 2 foot color orthophotography that will have a final horizontal accuracy that will meet NMAS, (National Map Accuracy Standards) for 1' = 400' mapping scale, 13.3 feet.

SECTION II.

BASIC SERVICES OF MJH

DIGITAL AERIAL PHOTOGRAPHY - ABGPS/IMU

Digital image data will be captured of the area using MJH's aircraft equipped with a high-precision digital aerial mapping camera. The digital frame camera system has a focal length of 120 millimeters as calibrated by ZI-Imaging and Intergraph Corporation and captures black and white, color and color-infrared image data simultaneously. The aircraft is equipped with an Aerial Sensor Management System (ASMS) for guidance, positioning and flight management. The camera features digital forward motion compensation and gyro-mount leveling. A specific aircraft altitude of 18,000' AMT has been establishing for this project.

GPS CONTROL SURVEYS

MJH will plan and establish horizontal and vertical photogrammetric ground control on photo-identifiable positions. Unless otherwise instructed, the coordinates shall be based on the Texas State

Plane Coordinate System, Central Zone, North American Datum (NAD) of 1983. The elevations shall be based on Mean Sea Level, North American Vertical Datum (NAVD) of 1988. The units shall be based in U.S. Survey feet.

MJH will use Global Positioning System (GPS) survey technology to establish the ground control. Procedures used shall provide relative horizontal positional accuracy. The elevations shall be based upon ellipsoidal heights that have been modified by the latest geoidal model available. The accuracies shall be sufficient to support the mapping requirements.

ANALYTICAL AEROTRIANGULATION

Using the aerial imagery and photo control described above, a procedure called “aerotriangulation” will be performed. Aerotriangulation is a process of developing a network of horizontal and vertical positions from a group of known field control positions utilizing direct and indirect measurements from the digital aerial imagery and mathematical computations.

ORTHO CORRECTED PHOTOIMAGERY

MJH technicians will construct a Digital Elevation Model (DEM) to rectify the digital aerial images to true ground position at mean terrain on a pixel-by-pixel basis. MJH will edit the DEM data at bridges and overpasses to raise the pixels to deck level. MJH will use cubic convolution algorithms for the rectification process.

SECTION III.

SCHEDULE

The aerial photography will be scheduled immediately upon County’s authorization to proceed. A Project Manager will be assigned at that point to coordinate the production and scheduling of the project. MJH anticipates being able to deliver all of the post processed Color Ortho-Imagery within 12 weeks from aerial acquisition. Both seasonal and daily weather conditions dictate when acceptable images can be captured. MJH’s Flight Control Manager will consider these factors when planning the schedule.

SECTION IV.

DELIVERY ITEMS

3 Band Color Ortho-Imagery of 1500 sq. miles flown from 18,000’ AMT. 2 foot pixel imagery meeting NMAAS for 1” = 400’ mapping scale.

Delivery Items shall include:

- Thumbnail (non-ortho) images of the raw imagery
- Color (3-Band) orthoimagery of 1500 sq. miles cut into Williamson County tile layout

SECTION V.
FEE SCHEDULE; PAYMENT TERMS AND CONDITIONS

FEE

The Total Not to Exceed Fee for the services and deliverables described herein shall be \$37,500.00. Ground UPS or USPS shipping expense is included in MJH's fee.

PAYMENT TERMS AND CONDITIONS

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 MJH of the discrepancy. Following County's notification of any discrepancy as to an invoice, MJH 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.

In circumstances where MJH is a subcontractor, and County is the Prime Contractor to end-client, MJH's invoice must be paid by the County, the Prime Contractor (as opposed to Prime's end-client).

All payments to MJH shall be made to:

M.J. Harden Associates, Inc.
14765 Collection Center Drive
Chicago, IL 60693

Or if via FedEx:

Bank of America Lockbox Services
14765 Collection Drive Services
Chicago, IL 60693

SECTION VI.

TERMINATION

Either party may terminate the Contract, or any part thereof, forthwith if the other party: a) fails to rectify satisfactorily any breach of its obligations under the Contract where capable of remedy within the period of thirty (30) days following submission of written notice specifying the breach, or, b) becomes, or threatens to become, bankrupt or insolvent or is adjudicated bankrupt or insolvent by a court of competent jurisdiction in its country of incorporation, or, c) issues a notice proposing that it be dissolved or passes a resolution to be dissolved, or, d) ceases to carry on all, or substantially all, of its business or is unable to pay its debts as defined in accordance with relevant legislation.

SECTION VII.

ACCEPTANCE CRITERIA

With respect to each deliverable to be provided by MJH to County in connection with the services provided, County will, assess each deliverable and, if County confirms that the deliverable is acceptable, shall notify MJH of such finding within ninety (90) calendar days of delivery. In the event County identifies deficiencies with respect to such deliverable, MJH shall within ten (10) business days of such identification of deficiencies by County to MJH respond in writing to County demonstrating that some or all of such deficiencies are in fact not deficiencies or are not replicable and/or confirming the remaining deficiencies and providing an estimated time frame within which to remedy such remaining deficiencies. After all such deficiencies have been remedied or shown not to be deficiencies or not replicable deficiencies, MJH shall provide County with notification of completion. In the event County fails within fifteen (15) business days after the timeframe above for assessment, to confirm acceptability of a deliverable, such failure to confirm shall be deemed to be acceptance in full of that deliverable. Nothing in this section shall in any way derogate from or otherwise vary or affect the rights and obligations of the parties set forth elsewhere in this Contract.

SECTION VIII.

STANDARD OF CARE; WARRANTY

STANDARD OF CARE

MJH will perform the Services under this Contract in a manner consistent with that degree of care and skill ordinarily exercised by persons or entities performing like kind services under similar circumstances in accordance with any mutually agreed specifications

MJH's liability under this Contract shall only arise for Services which are deficient because of MJH's failure to perform said Services in accordance with above standard of care and skill, and reported in writing to MJH within a reasonable time, after the discovery thereof, but in no event later than one (1) year from completion of the services.

WARRANTY PERIOD

The warranty provided hereunder shall apply for a period equal to one (1) year from acceptance as defined above ("Warranty Period"). Any repair, replacement or re-performance by MJH hereunder shall not extend the applicable warranty period.

If Products or Services do not meet the above warranties County shall promptly notify MJH in writing within such warranty period. MJH shall thereupon, at its option, (i) repair or replace the defective Services, (ii) re-perform the defective Services, or (iii) refund/credit monies paid by County for that portion of Services that do not meet the above warranties. This paragraph provides the exclusive remedies for all claims based on failure of or defect in the Services, whether the failure or defect arises before or during the Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability or otherwise. The warranties provided in this paragraph are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

The Parties agree that there are no express or implied standards of performance, guarantees or warranties, which extend beyond those expressed in this Section.

SECTION IX.

INDEMNIFICATION AND LIMITATION OF LIABILITY

MJH shall indemnify and defend County against all suits, actions, loss, damage, expense and liability for injury or harm to persons (including death) or third party tangible property to the extent resulting from or arising out of the negligence or willful misconduct of MJH, its employees or subcontractors. For purposes of the indemnity obligations hereunder, any party to be indemnified hereunder shall NOT be considered a third party. In the event such damages, losses, or expenses are caused by the joint or concurrent negligence of MJH and County, such liability shall be borne by each party in proportion to its own negligence.

The total aggregate liability of MJH shall be addressed by the insurance coverage provided to the County and limitations indentified in such coverage. All other warranty claims shall be limited to the amount of the contract or work order, whichever is greater. All liability of MJH on all claims of any kind shall terminate upon expiration of the Warranty Period.

In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall MJH or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the Services or any associated equipment, facilities, cost of capital, cost of substitute Services or any associated equipment, facilities, services, or replacement power downtime costs, damage to associated equipment or facilities, claims for damages or costs related to the clean-up, removal, release or threatened release, remediation or disposal of or any response to any hazardous or nuclear materials, or any special, consequential, incidental, indirect, speculative, punitive or exemplary damages, or claims of County's customers for any of the foregoing damages.

If MJH furnishes County with advice or assistance that is not required under the Contract, the furnishing of such advice or assistance will not subject MJH to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

If County is supplying MJH's Services to a third party, County shall require the third party to agree to be bound by this limitation of liability Section. If County does not obtain this Contract for MJH's benefit, County shall indemnify, defend and hold MJH harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this Section.

For the purposes of this Section, the term "MJH" shall mean MJH, its affiliates, subcontractors and suppliers of any tier, and their agents and employees, individually or collectively.

County's and MJH's rights, obligations and remedies arising out of or relating to the Services are limited to those rights, obligations and remedies described in this Contract.

The parties agree that insurance provided by MJH in connection with its services under this Contract may be used to mitigate its liability. However, such insurance shall not be deemed to be in addition to MJH's cap on liability.

All the documents furnished by MJH to County pursuant to this Contract, whether magnetically recorded or otherwise, are instruments of service. These documents are not suitable for, and shall not be used by County or others for any purpose other than that originally intended. Any such use without the specific written authorization of MJH will be at the risk of County without liability or legal exposure to MJH.

SECTION X.

VENUE AND GOVERNING LAW; AND ALTERNATIVE DISPUTE RESOLUTION

VENUE AND GOVERNING LAW

Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in 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 Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

ALTERNATIVE DISPUTE RESOLUTION

The parties to this Contract will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, will conduct the mediation under the then current rules of the AAA. Any mediation under this Contract 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 Contract.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Contract 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.

SECTION XI.

NON-SOLICITATION OF EMPLOYEES

County and MJH agree that they will not, during the term of this Contract and for a period continuing for 12 months after the expiration or termination of this Contract for any reason, directly or indirectly solicit, influence, entice, or encourage any person who is then or had been within one (1) year of such action an employee of the other party to cease his or her relationship with the other party, or otherwise interfere with, disrupt, or attempt to disrupt any past, present, or prospective relationship, contractual or otherwise, between the other party and any of its employees.

SECTION XII.

EXPORT CONTROL

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the U.S. Government and any amendments thereto. Products sold or licensed hereunder are subject to the export control laws and regulations of the U.S. government. County hereby agrees that it shall not transship, re-export, divert or direct Products, other than in and to the United States or its possessions.

Notwithstanding, any other provisions herein, County shall timely obtain any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization required by U.S. law.

SECTION XIII.

INSURANCE

During the life of this Contract, MJH 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). 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. MJH shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

MJH shall not commence any Work under this Contract until it has obtained all required insurance and such insurance has been approved by County. MJH shall not allow any subcontractor(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved. Approval of the insurance by County shall not relieve or decrease the liability of MJH 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. MJH shall furnish County with a certification of coverage issued by the insurer. MJH shall not cause any insurance to be canceled nor permit any insurance to lapse.

SECTION XIV.

MISCELLANEOUS PROVISIONS

A. Force Majeure. Neither Party shall have any liability to the other party or be considered to be in breach of its obligations under the Contract if their performance is impeded, delayed or prevented by Force Majeure. Force Majeure shall be defined as causes beyond the parties' reasonable control, such as but not limited to, acts of god, fire, flood, inclement weather (including cloud cover and snow cover or winds or other conditions that would preclude aerial photography meeting acceptable standards), governmental regulations, acts or failure to act of governmental authorities, strikes or other labor disturbances. The party claiming Force Majeure shall immediately notify the other party of such delay. The date of performance shall be extended by the period of such delay. Nothing in this clause shall excuse the County from making payment to the MJH.

If any Force Majeure event extends for more than sixty (60) days and the Parties have not agreed upon a revised basis for continuing the Services at the end of the delay, including adjustment of the Contract Price, then either Party may terminate the Contract with respect to the portion of Services which has not yet been performed and the parties respective rights will be as though the termination was made for convenience.

B. Notices. A notice shall be validly given if delivered by hand or sent by certified mail, return receipt requested to the address of the relevant party as stated herein or to any subsequently notified address. A notice sent by certified mail shall be deemed to have been served upon receipt, as evidenced by production of a signed receipt for delivery.

The addresses for notices shall be:

For M.J. Harden Associates, Inc.:

M.J. Harden Associates
5700 Broadmoor St., Suite 800
Mission, KS 66202-2402
Attn: (Danny Ross)
Phone: 913-981-9600
FAX: 913-981-9602

With a copy to:

Ann W. Grossmann/Legal Department
Grossmann.ann@geoeye.com

For the County:

Richard Semple
Williamson County GIS Director
301 SE Inner Loop
Suite 107
Georgetown, TX 78626

C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all parties to this Contract.

D. Relationship of the Parties. Each party to this Contract, 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.

E. No Waiver of Immunities. Nothing in this Contract 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, 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.

F. 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 Contract 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.

G. County's Right to Audit. MJH agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MJH which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MJH agrees that County shall have access during normal working hours to all necessary MJH 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 MJH reasonable advance notice of intended audits.

H. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Contract 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 County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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's 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.

J. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

All terms and conditions of the above Contract agreed to this _____ day of _____, 20____.

CLIENT

M.J. HARDEN ASSOCIATES, INC.

Accepted By _____ Date: _____
Name: _____
Title: _____


Approved By _____ Date: 2/23/10
~~C. Douglas Leibbrandt~~ MICHAEL FLYNN
General Manager OPERATIONS MANAGER

Estimate No. 14716

In the space provided below, please enter your project description or job number that is unique to this project. This identification will appear on all map products as well as facsimile, transmittal and invoice documents associated with this project. Please do not exceed 30 characters.

Discuss real estate matters

Commissioners Court - Regular Session

Date: 03/02/2010
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 or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for 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 Haybarn Lane.
 - j) Discuss proposed acquisition of property for right-of-way on CR 313.
 - k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel

Parkway.

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

m) Discuss proposed acquisition of property for right-of-way for Lakeline extension.

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: 02/25/2010 08:54 AM
Final Approval Date: 02/25/2010

**Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property
Commissioners Court - Regular Session**

Date: 03/02/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
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: 02/25/2010 11:43 AM
 Final Approval Date: 02/25/2010

Consultation with Attorney pursuant to Gov't Code Sec. 551.071 regarding Litigation or claims or potential litigation or claims against the County or Commissioners Court - Regular Session

Date: 03/02/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts (discussion and possible action)

- a) Voss v. Williamson County
- b) Employment related matters

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: 02/25/2010 10:39 AM
 Final Approval Date: 02/25/2010

**Consultation with Attorney pursuant to Gov't Code Sec. 551.071 regarding
Litigation or Claims or potential litigation or claims against the County or
Commissioners Court - Regular Session**

Date: 03/02/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Consultation with Attorney pursuant to Gov't Code Sec. 551.071 regarding Litigation or Claims or potential litigation or claims against the County or or 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: 02/25/2010 10:33 AM
Final Approval Date: 02/25/2010
