

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JAMES NEWTON ADKINS, JR. a/k/a JAMES N. ADKINS, JR., BRIAN HOWARD ADKINS, a/k/a BRIAN H. ADKINS AND DAVID JOE ADKINS a/k/a DAVID J. ADKINS, (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 0.560 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 112A); and

Access rights along an Access Denial Line of approximately 301.48 feet in length, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (112A-AC).

Electric easement interest in and across all of that certain 0.485 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 112A-E)

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property described in Exhibits "A-B" and for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property or for any damages to the remaining property of Seller shall be the sum of FORTY THOUSAND and 00/100 Dollars (\$40,000.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibit "C" shall be the sum of THIRTEEN THOUSAND SEVEN HUNDRED TWENTY THREE and 00/100 Dollars (\$13,723.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 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. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in the property of Seller.

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 Texas American Title Company on or before October 11, 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 indefeasible title in fee simple to all of the Property described in Exhibits "A-B", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "C", all free and clear of any and all liens and restrictions, except for the following:

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

The deed shall be in the form as shown in Exhibit "D" attached hereto. The electric easement shall be in the form as shown in Exhibit "E" attached hereto.

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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 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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

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

Compliance

8.09 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

8.10 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.

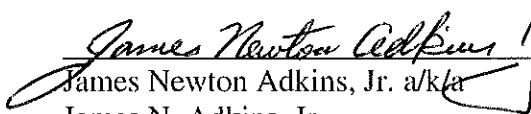
Counterparts

8.11 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

8.12 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:

 9/11/10
James Newton Adkins, Jr. a/k/a
James N. Adkins, Jr.

Address: 7304 NW DUCKABUSH LN
SILVERDALE, WA 98383

 9/11/10
Brian Howard Adkins, a/k/a
Brian H. Adkins

Address: 6120 Hillard Heights Ct.
Apt 615
Fort Worth, Texas 76132

David Joe Adkins
David Joe Adkins, a/k/a
David J. Adkins

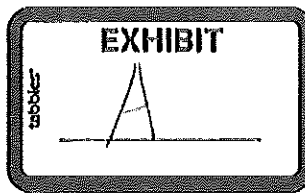
Address: 12 Crossroads Dr.
Abilene, Texas 79605

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 5
March 7, 2007

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 112A

BEING a 0.560 acre (24,382 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 0.560 acre tract of land is out of and a part of a 140 ⁴/₅ acre tract described as Tract Three in a deed from Olga W. Carlson to J. N. Adkins and wife, Ethel Bernice Adkins, by deed recorded July 17, 1945 in Volume 328, Page 331, of the Deed Records of Williamson County, Texas, said 0.560 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the north corner of a called 4.988 acre tract, from The William Erwin Kemp and Margaret Elizabeth Kemp Trust to Adkins Land Development, L.P., by deed recorded January 12, 2006 as Document No. 2006002992 of the Official Public Records of Williamson County, Texas, said rod is located 701.88 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1680+35.51;

THENCE South 35° 41' 48" East with the northeast line of the 4.988 acre tract for a distance of 706.39 feet to a calculated point near a wood fence and in the existing north right of way line of Williamson County Road No. 143 (C. R. 143), said point is located 135.65 feet left of Proposed Shell Road Baseline Station 18+27.95;

THENCE North 68° 42' 51" East with the existing north right of way line of C. R. 143 for a distance of 298.32 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set at the intersection of the existing right of way line of C. R. 143 and the proposed northeast right of way line of SH 195 for the non-tangent beginning of a curve to the right and for the POINT OF BEGINNING of the herein described tract, said monument is located 70.00 feet left of Proposed Shell Road Baseline Station 21+09.00;

1. THENCE with the proposed northeast right of way line of SH 195 with a curve turning to the right for an arc distance of 500.59 feet, said curve has a radius of 2934.79 feet, a delta angle of 9° 46' 23", a chord bearing of North 63° 42' 42" East, and a chord distance of 499.98 feet to a TxDOT Type II concrete monument set for the point of tangency, said monument is located 70.00 feet left of Proposed Shell Road Baseline Station 25+97.66;

EXHIBIT _____

2. THENCE North $68^{\circ} 35' 54''$ East continuing with the proposed northeast right of way line of SH 195 for a distance of 227.34 feet to a TxDOT Type II concrete monument set for corner, said monument is located 70.00 feet left of Proposed Shell Road Baseline Station 28+25.00;
3. THENCE South $21^{\circ} 24' 06''$ East continuing with the proposed northeast right of way line of SH 195 for a distance of 44.06 feet to a TxDOT Type II concrete monument set in the existing north right of way line of the aforementioned C. R. 143, said monument is located 25.95 feet left of Proposed Shell Road Baseline Station 28+25.00;

EXHIBIT _____

4. THENCE South 68° 42' 51" West with the existing north right of way line of C. R. 143 for a distance of 725.51 feet to the POINT OF BEGINNING, said described tract containing 0.560 acres (24,382 square feet) of land, more or less.

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.

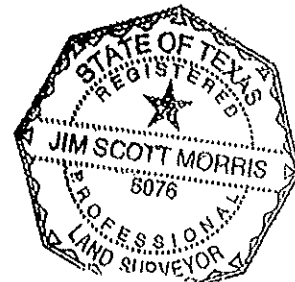
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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: March 7, 2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- 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
- RIGHT OF WAY
- POINT OF BEGINNING
- P.O.C.
- PC
- PT
- POINT OF TANGENCY
- CHD
- CHORD BEARING
- CHORD DISTANCE
- BUILDING SETBACK LINE (PER PLAT)
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- W.C.O.R.
- WILLIAMSON COUNTY DEED RECORDS
- W.C.O.P.R.
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R.
- WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S.
- ON SITE SEWERAGE FACILITY SETBACK

() RECORD INFORMATION

--- SURVEY LINE

--- PROPOSED DRAINAGE EASEMENT

--- ACCESS DENIAL LINE

--- EXISTING R.O.W. LINE

--- PARCEL BOUNDARY

--- RIGHT OF WAY

--- POINT OF BEGINNING

--- P.O.C.

--- PC

--- PT

--- POINT OF TANGENCY

--- CHD

--- CHORD BEARING

--- CHORD DISTANCE

--- BUILDING SETBACK LINE (PER PLAT)

--- N.T.S.

--- NOT TO SCALE

--- PUBLIC UTILITY EASEMENT

--- W.C.O.R.

--- WILLIAMSON COUNTY DEED RECORDS

--- W.C.O.P.R.

--- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS

--- W.C.P.R.

--- WILLIAMSON COUNTY PLAT RECORDS

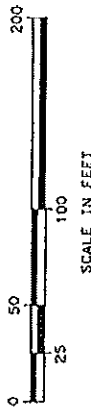
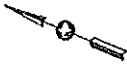
--- O.S.S.F.S.

--- ON SITE SEWERAGE FACILITY SETBACK

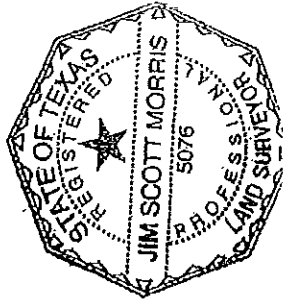
NOTES:

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 AB2837), AUSTIN RRP (PID A59537) AND, GEORGETOWN (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.



SCALE IN FEET



EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON 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 March 7, 2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
J.N. ADKINS AND WIFE
ETHEL BERNICE ADKINS
PARCEL 112A

PAGE 4 OF 5

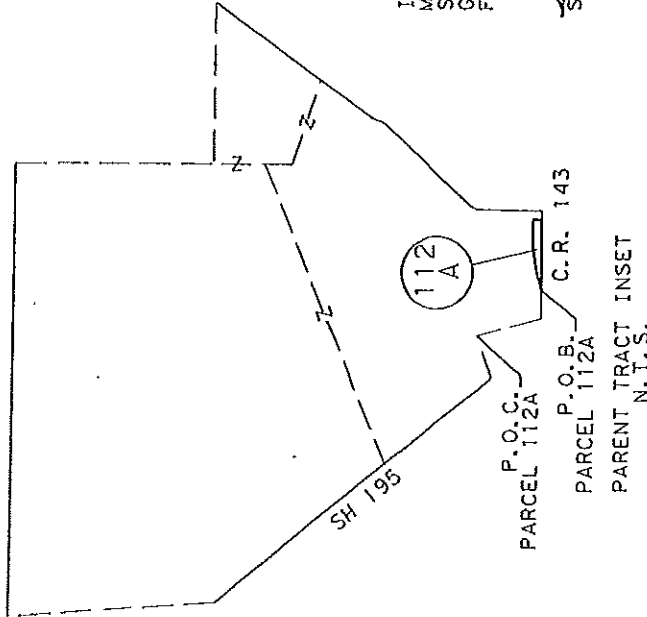
ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388

SCALE: 1"=100'

MARCH 7, 2007

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT	RIGHT
140 4/5	6,133,248	0.560	24,382	140.24	6,108,866	---
					---	---

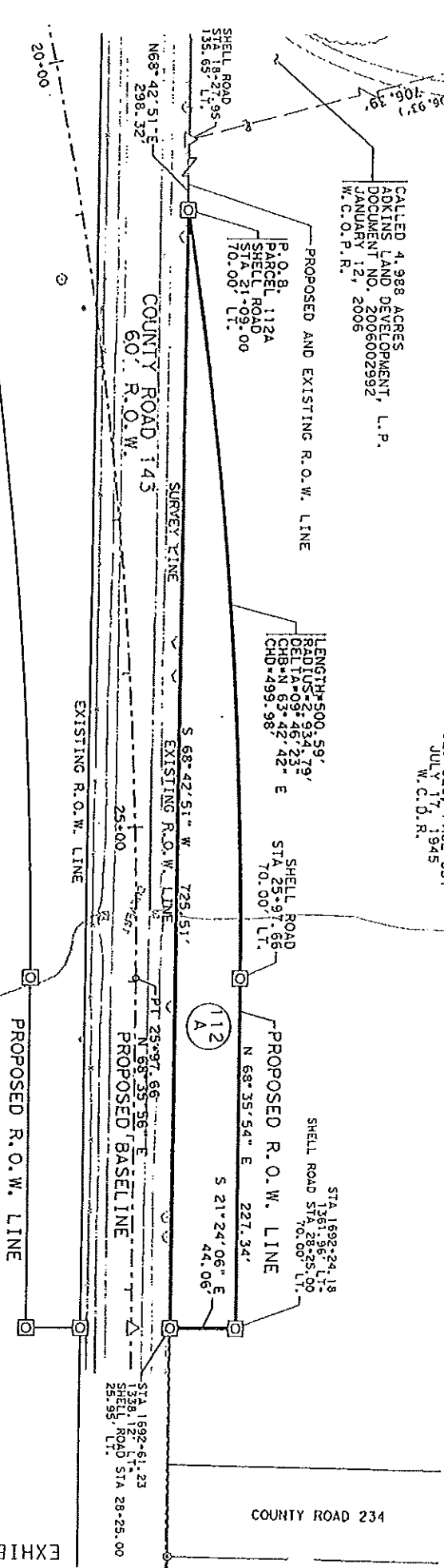


P.O.C. 378 IR
PARCEL 112A
STA 180+35.51
701.88' LT.

BURRELL EAVES SURVEY, A-216

(THIRD TRACT)
CALLED 140 4/5 ACRES
J.N. ADKINS AND WIFE ETHEL BERNICE ADKINS
VOL. 328, PAGE 331
JULY 17, 1945
W.C.O.R.

CALLED 4.988 ACRES
ADKINS LAND DEVELOPMENT, L.P.
DOCUMENT NO. 2006002992
JANUARY 12, 2006
W.C.O.P.R.

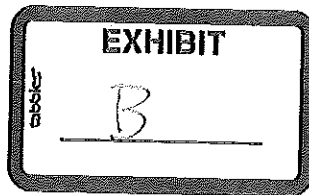


W. ROBERTS SURVEY, A-524

EXHIBIT

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
J.N. ADKINS AND WIFE
ETHEL BERNICE ADKINS
PARCEL 112A
PAGE 5 OF 5

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388
SCALE: 1"=100'
MARCH 7, 2007



Page 1 of 5
March 7, 2007

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 112A-AC

BEING a description of an ACCESS DENIAL LINE, across which access is prohibited to the transportation facility from the adjacent property, located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, with the existing northeast right of way line of State Highway 195 (SH 195), being the common line between that certain 7.547 acre tract described in a Judgment to the State of Texas recorded in Volume 6, Page 361 of the Civil Minutes of Williamson County, Texas and a portion of that certain 140 4/5 acre tract described as Tract Three in a deed from Olga W. Carlson to J. N. Adkins and wife, Ethel Bernice Adkins, by deed recorded July 17, 1945 in Volume 328, Page 331, of the Deed Records of Williamson County, Texas, said ACCESS DENIAL LINE is further described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the north corner of a called 4.988 acre tract, from The William Erwin Kemp and Margaret Elizabeth Kemp Trust to Adkins Land Development, L.P., by deed recorded January 12, 2006 as Document No. 2006002992 of the Official Public Records of Williamson County, Texas, said rod is located 701.88 feet left of Proposed SH 195 Baseline Station 1680+35.51;

THENCE South 48° 11' 12" West with the northwest line of the 4.988 acre tract for a distance of 467.17 feet to a 1/2 inch iron rod found in the existing northeast right of way line of SH 195 for the west corner of the 4.988 acre tract, and for the POINT OF BEGINNING of the herein described ACCESS DENIAL LINE, said rod is located 245.50 feet left of Proposed SH 195 Baseline Station 1679+35.65;

1. THENCE North 59° 50' 49" West with the existing northeast right of way line of SH 195, the same being an ACCESS DENIAL LINE, at 451.34 feet pass a set Type II Texas Department of Transportation (TxDOT) concrete monument, at 974.30 feet pass a Type II TxDOT concrete monument set, then continuing with the ACCESS DENIAL LINE for a total distance of 1199.34 feet to a calculated point for the south corner of a 414.78 acre tract of land conveyed by James Newton Adkins, Jr., Brian Howard Adkins, and David Joe Adkins, Co-Independent Executors of the estate of James Newton Adkins, Deceased and the Estate of Ethel Bernice Adkins deceased, to Adkins Land and Development, L.P.

EXHIBIT _____

by deed recorded August 29, 2005 and recorded as Document No. 2005068039 of the Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found bears South 30° 08' 35" West a distance 0.38 feet, said point also being the POINT OF ENDING of this ACCESS DENIAL LINE, and is located 130.86 feet left of Proposed SH 195 Baseline Station 1667+47.17.

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.

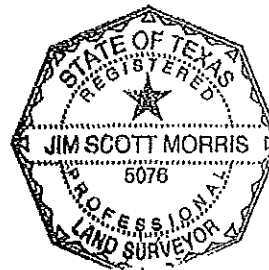
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) 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: March 7, 2007

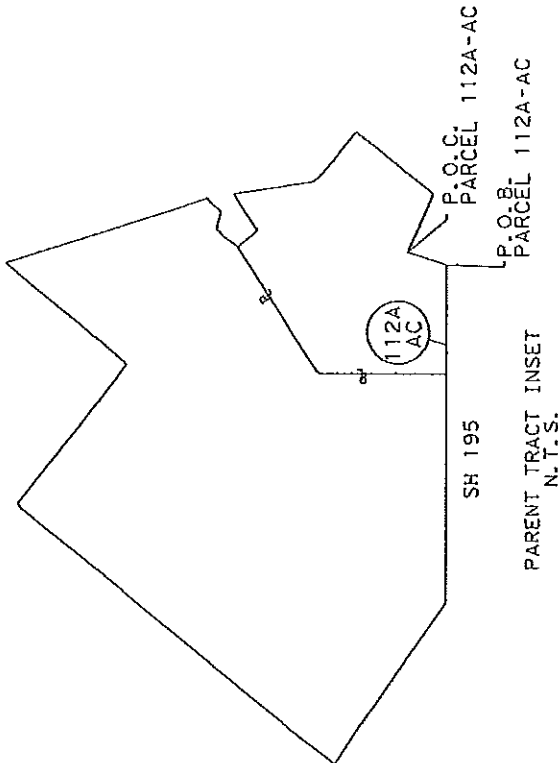


LEGEND

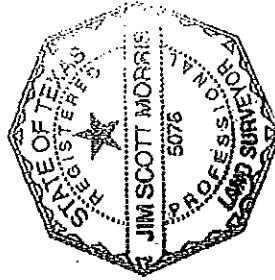
- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" 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.
- PC
- POINT OF TANGENCY
- CHB
- CHD
- B.L.
- N.T.S.
- P.U.E.
- W.C.D.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.



EXHIBIT



I, JIM SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON 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 March 7, 2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
J.N. ADKINS AND WIFE
ETHEL BERNICE ADKINS
PARCEL 112A-AC

PAGE 3 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379

(281) 379-6388
SCALE: 1"=100' MARCH 7, 2007

NOTES:

- 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.
- 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 AF9837) AND, GEORGETOWN (PID BM7093). 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.

EXHIBIT



SHOWING PROPERTY OF
J.N. ADKINS AND WIFE
LETHAL BERNICE ADKINS
PARCEL 112A-AC

PAGE 4 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY. TEXAS

RODS SURVEYING INC.

66810 LEE ROAD SPRING, TX 77379

{281} 379-6388

SCALE: 1"=100' MARCH 7, 2007

MATCHLINE STA 1673+00

SEE PAGE 5

BURRELL EAVES SURVEY, A-216

CALLLED 414.78 ACRES
ADKINS LAND DEVELOPMENT, L.P.
DOCUMENT NO. 2005068039
AUGUST 29, 2005
W.C.O.P.R.

(THIRD TRACT)
CALLLED 140 4/5 ACRES
J.N. ADKINS AND WIFE ETHEL BERNICE ADKINS
VOL. 223, PAGE 331
JULY 23, 1984
W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY
DECREES (REVENUE) EXHIBIT A
DOCUMENT NO. 915274
NOVEMBER 10, 1997
W.C.O.R.

112A
AC

STA 1667+47.17
130-96' LT.
SEE DETAIL "A"
STAMPED ADL
STA 1666+00.00
123.60' LT.

STA 1669+66.15
518.90' PROPOSED AND EXISTING R.O.W. LINE WITH
PROPOSED ACCESS-DENIAL LINE
522.96'

STA 1673+00
1199.34'

SH 195
100' R.O.W.
205+00

CSJ 0440-02-001
(N 58°23' W 5647.1')

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

STATE OF TEXAS
CIVIL MINUTES WILLIAMSON COUNTY
VOLUME 6, PAGE 362
CALLLED 8.997 ACRES

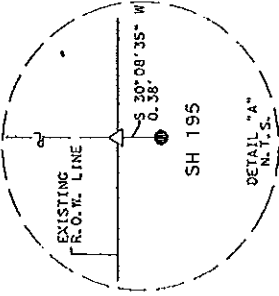
EXISTING R.O.W. LINE

PROPOSED BASELINE

EXHIBIT

SEE PAGE 4

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



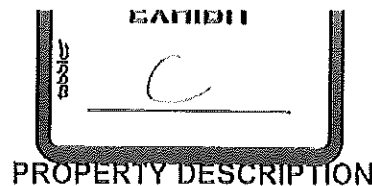
RIGHT OF WAY PLAT
SHOWING PROPERTY OF
J.N. ADKINS AND WIFE
ETHEL BERNICE ADKINS
PARCEL 112A-AC

PAGE 5 OF 5
ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

ROOS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007



DESCRIPTION OF A 0.485 ACRE (21,122 SQUARE FOOT), TRACT OF LAND SITUATED IN THE BURRELL EAVES SURVEY ABSTRACT NO. 216, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE THAT 140 4/5 ACRE TRACT (THIRD TRACT) OF LAND CONVEYED TO DAVID J. ADKINS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005041965, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.485 ACRE (21,122 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing northerly right-of-way line of County Road 143 (no right-of-way deed found), being the southeast corner of that 4.988 acre tract of land conveyed to Adkins Land Development, L.P., by instrument recorded in Document No. 2006002992, of the Official Public Records of Williamson County, Texas, same being the southwest corner of said 140 4/5 acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, and from which a TxDOT type II monument found bears, S 68°42'51" W for a distance of 97.62 feet;

- 1) **THENCE**, departing the existing northerly right-of-way line of said County Road 143, with the common boundary line of said 4.988 acre tract and of said 140 4/5 acre tract, N 35°41'48" W for a distance of 15.49 feet to a calculated point, for the northwest corner of the herein described tract;

THENCE, departing the easterly boundary line of said 4.988 acre tract and through the interior of said 140 4/5 acre tract, the following eleven (11) courses:

- 2) N 68°42'51" E for a distance of 300.88 feet to a calculated point, being the beginning of a non-tangent curve to the right;
- 3) Along said curve to the right, having a radius of 2949.79 feet, a central angle of 06°20'07", a chord which bears N 62°01'05" E, a distance of 326.00 feet, with an arc length of 326.16 feet, to a calculated point;
- 4) N 24°45'57" W for a distance of 40.00 feet to a calculated point;
- 5) N 65°14'03" E for a distance of 5.00 feet to a calculated point;
- 6) S 24°45'57" E for a distance of 40.00 feet to a calculated point, being the beginning of a non-tangent curve to the right;
- 7) Along said curve to the right, having a radius of 2949.79 feet, a central angle of 03°18'55", a chord which bears N 66°56'26" E, a distance of 170.66 feet, with an arc length of 170.68 feet, to a calculated point;
- 8) N 68°35'54" E for a distance of 25.06 feet to a calculated point;
- 9) N 21°24'06" W for a distance of 40.00 feet to a calculated point;
- 10) N 68°35'54" E for a distance of 5.00 feet to a calculated point;
- 11) S 21°24'06" E for a distance of 40.00 feet to a calculated point;

- 12) **N 68°35'54" E** for a distance of **287.61** feet to a calculated point, being in the existing westerly right-of-way line of County Road 234, same being in the easterly boundary line of said 140 4/5 acre tract, for the northeast corner of the herein described tract;
- 13) **THENCE**, with the existing westerly right-of-way line of said County Road 234, same being the easterly boundary line of said 140 4/5 acre tract, **S 20°02'09" E** for a distance of **59.25** feet to a calculated point, being the intersecting point of the existing northerly right-of-way line of said County Road 143 and the existing westerly right-of-way line of said County Road 234, same being the southeast corner of said 140 4/5 acre tract, for the southeast corner of the herein described tract;
- 14) **THENCE**, with the existing northerly right-of-way line of said County Road 143, same being the southerly boundary line of said 140 4/5 acre tract, **S 68°42'51" W** for a distance of **88.92** feet to a TxDOT type II monument found, being in the proposed northerly right-of-way line of said County Road 143 for an exterior ell corner of the herein described tract;

THENCE, departing the existing northerly right-of-way line of said County Road 143, and through the interior of said 140 4/5 acre tract, with the proposed northerly right-of-way line of said County Road 143, the following three (3) courses:

- 15) **N 21°24'06" W** for a distance of **44.06** feet to a TxDOT type II monument found for an interior ell corner of the herein described tract;
- 16) **S 68°35'54" W** for a distance of **227.34** feet to a TxDOT type II monument found for the beginning of a curve to the left;
- 17) Along said curve to the left, having a radius of **2934.79** feet, a central angle of **09°46'23"**, a chord which bears **S 63°42'42" W**, a distance of **499.98** feet, with an arc length of **500.59** feet, to a TxDOT type II monument found, being in the existing northerly right-of-way line of said County Road 143;
- 18) **THENCE**, departing the proposed northerly right-of-way line of said County Road 143, with the existing northerly right-of-way line of said County Road 143, same being the southerly boundary line of said 140 4/5 acre tract, **S 68°42'51" W** for a distance of **298.32** feet to the **POINT OF BEGINNING**, containing 0.485 acres (21,122 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

30 July 2010

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

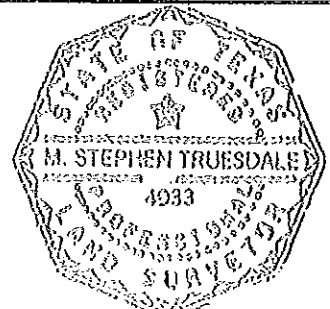
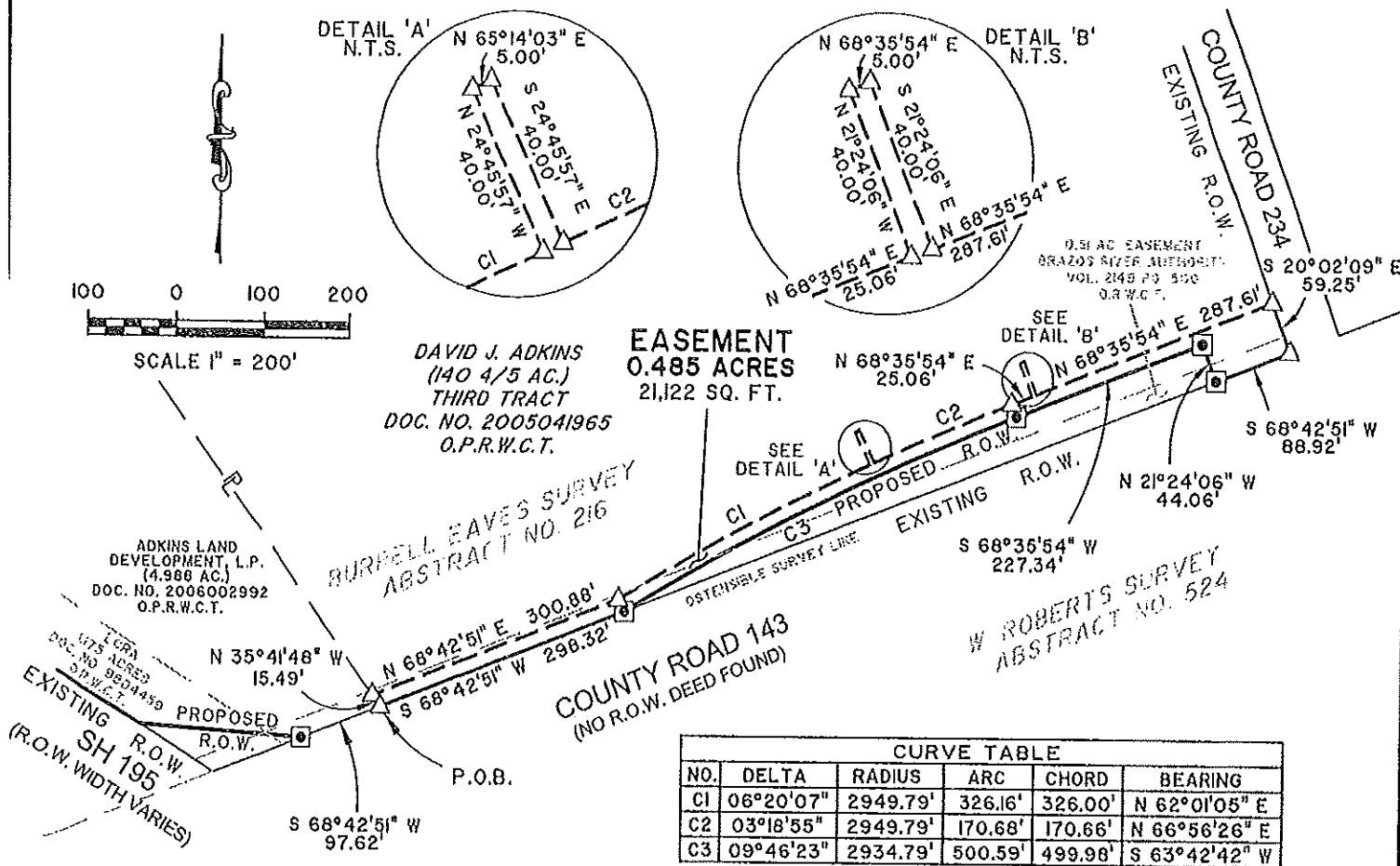


EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



NOTES:

- 1) 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 OF 1.00011
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.
- 3) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.

STATE OF TEXAS
COUNTY OF WILLIAMSON

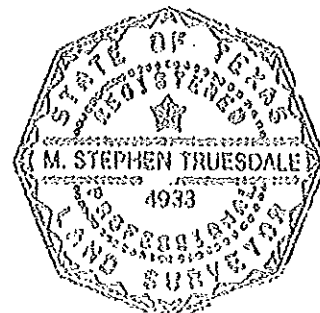
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 30 July 2010
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
DATE

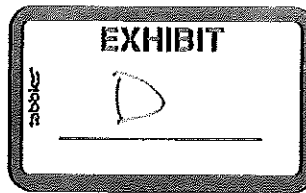
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681

LEGEND	
	CALCULATED POINT
	TXDOT TYPE II MONUMENT FOUND
	PROPERTY LINE
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

DAVID J. ADKINS
0.485 ACRES
21,122 SQUARE FEET



Parcel 112A
CSJ: 0440-02-012

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 JAMES NEWTON ADKINS, JR., a/k/a JAMES NEWTON ADKINS, BRIAN HOWARD ADKINS, a/k/a BRIAN H. ADKINS AND DAVID JOE ADKINS, a/k/a DAVID J. ADKINS, 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 0.560 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 112A).

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.

Grantor reserves 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 described in detail by metes and bounds and accompanying plat in Exhibit "B" attached hereto and incorporated herein.

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 Grantor does hereby bind itself, its 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 Grantor, 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:

James Newton Adkins, Jr., a/k/a
James N. Adkins, Jr.

Brian Howard Adkins, a/k/a
Brian H. Adkins

David Joe Adkins, a/k/a
David J. Adkins

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by James Newton Adkins, Jr., a/k/a James N. Adkins, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Brian Howard Adkins, a/k/a Brian H. Adkins, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by David Joe Adkins, a/k/a David J. Adkins, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

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:



ELECTRIC UTILITY EASEMENT

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

THAT JAMES NEWTON ADKINS, JR., a/k/a JAMES N. ADKINS, JR., BRIAN HOWARD ADKINS, a/k/a BRIAN H. ADKINS AND DAVID JOE ADKINS, a/k/a DAVID J. ADKINS, 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 0.485 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 112A-EE).

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 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:

James Newton Adkins, Jr., a/k/a
James N. Adkins, Jr.

Brian Howard Adkins, a/k/a
Brian H. Adkins

David Joe Adkins, a/k/a
David J. Adkins

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by James Newton Adkins, Jr., a/k/a James N. Adkins, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Brian Howard Adkins, a/k/a Brian H. Adkinis, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by David Joe Adkins, a/k/a David J. Adkins in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

After recording return to: