

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 8TH, 2012
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 Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments 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 – 15)

5. To discuss and consider approving a line item transfer for District Attorneys office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0440-004350	Printed Materials & Biniding	\$1500		<input type="checkbox"/>
From	0100-0440-005758	Law Books >\$5000	\$1000		<input type="checkbox"/>
To	0100-0440-003100	Office Supplies	\$2500		<input type="checkbox"/>

6. Discuss and Consider approving a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0581.003100	Office Supplies	1295.00		<input type="checkbox"/>
To	100.0581.003006	Office Equipment	1295.00		<input type="checkbox"/>

7. Discuss and consider approving a line item transfer for Extension Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100-0655-004544	Repairs to Office Equipment	120.00		<input type="checkbox"/>
To	100-0655-004221	Livestock Show	120.00		<input type="checkbox"/>

8. To discuss and consider approving a line item transfer for Justice of the Peace Pct. One.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0451-001100	Full Time Employee	2000.00		<input type="checkbox"/>
to	0100-0451-001107	Temp. Position	2000.00		<input type="checkbox"/>

9. To discuss and take appropriate action on the approval of a Line Item Transfer for Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0200-0210-005000	Capital Outlay	\$505.34		<input type="checkbox"/>
To	0200-0210-004531	Maint. Agreements - Brushy Cre	\$505.34		<input type="checkbox"/>

10. Discuss and consider approving a line item transfer for the Parks Department

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0510.001100	F/T Salaries	217.00	1	<input type="checkbox"/>
To	0100.0510.001110	Overtime	217.00	2	<input type="checkbox"/>
From	0100.0510.001100	F/T Salaries	8752.00	3	<input type="checkbox"/>
To	0100.0510.001107	Temp Labor - Seasonal Help	8752.00	4	<input type="checkbox"/>

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$30,000		<input type="checkbox"/>
To	0100-0560-003530	SO/Inv. Svcs/Supplies	\$30,000		<input type="checkbox"/>

12. Discuss and consider approving a line item transfer for the 277th District Court:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
To	0100-0437-004010	277th Dist Ct/Visiting Judge	3,000.00		<input type="checkbox"/>
From	0100-0409-004998	Non Dept/Contingencies	3,000.00		<input type="checkbox"/>

13. Discuss and take appropriate action regarding closing Engadina Pass for a block party on May 12, 2012 from 5:00 p.m. until 8:00 p.m.

14. Consider accepting a \$100.00 donation for a Memorial Tree planting in Honor of Mr. Jim Flaggert.
15. Discuss and take appropriate action regarding authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

REGULAR AGENDA

16. Discuss and take appropriate action on National Children's's Mental Health Awareness Day and supporting resolution.
17. Discuss and take appropriate action on Recognizing the Receipt of the Texas Comptroller Leadership Circle Gold Member Award for the third consecutive year.
18. Hear presentation and recognize David Dukes, Assistant Financial Director, of the County Auditor's Office with the Certified Public Finance Officers designation of the Government Finance Officers Association.
19. Hear update by the Williamson County Conservation Foundation (WCCF) on proposed endangered species listing for Williamson County salamanders.
20. To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.
21. Discuss and take appropriate action regarding authorizing the publication of notice pursuant to Section 272.001 of the Texas Local Government Code to exchange certain real property owned by Williamson County for real property within the proposed future expansion of SH 29.
22. Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with Sylvia Ann Thomas for ROW needed on SH 195. (PARCEL 132)
23. Discuss and take appropriate action regarding authorizing County Judge to execute a letter agreement with Janis K. Johnson for easements needed on SH 195. (PARCEL 109C)
24. Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with Wilford C. Schneider, Trustee of the ECS Heritage Trust for ROW needed on SH 195. (PARCEL 109B)
25. Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with John B. Schneider, Trustee of the JBS Heritage Trust for ROW needed on SH 195. (PARCEL 109A)
26. Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with W. Charles Schneider A/K/A Wilford Charles Schneider, Individually and as Trustee for the WCS Heritage Trust, Janis K. Johnson F/K/A Jan Schneider, Individually and as Trustee of the JHJ Heritage Trust, and John B. Schneider A/K/A John Behrens Schneider, Individually and as Trustee of the JBS Heritage Trust for ROW needed on SH 195. (PARCEL 109)
27. Discuss and take appropriate action regarding authorizing County Judge to execute a SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT with Highland Six Twenty Residential, LTD. a Texas limited partnership regarding the reimbursement of construction costs incurred by Developer in relation to the extension of Great Oaks and O'Connor Blvd.
28. Consider and take appropriate action on Determination Letter for mitigation under the County's Habitat Conservation Plan (HCP) for improvements to Ranch-to-Market (RM) 620 between Cornerwood Drive and Wyoming Spring Drive under the county's road bond program.

29. Consider and take appropriate action on authorizing the Tax Assessor/Collector's participation in the LOGIC - Local Government Investment Cooperative Participation Agreement.
30. Discuss and take appropriate action regarding approving renewal of the Non-Emergency Curfew Resolution.
31. Discuss and take appropriate action on creation of a subcommittee of the Williamson County Mental Health Task Force for children and youth called the Williamson County Children and Youth Behavioral Health Subcommittee.
32. Discuss and take appropriate action regarding awarding bids received for Culverts-Corrugated Metal to the low bids meeting specifications; Wilson Culverts and Contech Engineered Solutions, LLC.
33. Discuss and take appropriate action regarding awarding bids received for Asphalt Emulsions to the lowest bids meeting specifications, Ergon Asphalt, Cleveland Asphalt and Martin Midstream.
34. Hear update on Medicaid 1115 Waiver, discuss and take appropriate action if needed.

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)."

35. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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 SH 195 0.805 South of Bell County Line to IH 35.
 - b) 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.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - 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 along Lakeline extension.
 - h) Discuss proposed acquisition of property for right-of-way along CR 170.
 - i) Discuss proposed acquisition and/or sale of property for Arterial H.
36. 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.), including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson

County; In the United States District Court for the Western District of Texas, Austin Division
 e) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 f) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 g) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 h) Employment related matters.
 i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 k) Mortgage Electronic Recording Systems (MERS) litigation.
 l) Legal matters regarding the Williamson County Justice Center Parking Garage
 m) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 n) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.

37. Discuss and take appropriate action on real estate.

38. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.
 b) Status Update-Pending Cases or Claims;
 c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 e) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 f) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 g) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 h) Employment related matters.
 i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 k) Mortgage Electronic Recording Systems (MERS) litigation.
 l) Legal matters regarding the Williamson County Justice Center Parking Garage
 m) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 n) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.

39. Comments from Commissioners.

40. Recess 1:00 pm.

Hear Presentation by Alvin Lankford, Chief Appraiser, Williamson County Appraisal District

Hear Presentation by Eric Smith, benefits consultant for Williamson County

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 _____, 2012 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 05/08/2012

Line item transfer for the purchase of office supplies

Submitted By: Judy Kocian, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for District Attorneys office

Background

Necessary to purchase office supplies for District Attorney employees to use in their daily job responsibilities

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0440-004350	Printed Materials & Biniding	\$1500	
From	0100-0440-005758	Law Books >\$5000	\$1000	
To	0100-0440-003100	Office Supplies	\$2500	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/01/2012 03:48 PM
District Attorney (Originator)	Judy Kocian	05/01/2012 04:29 PM
Form Started By: Judy Kocian		Started On: 04/30/2012 09:59 AM
	Final Approval Date: 05/01/2012	

Commissioners Court - Regular Session**6.****Meeting Date:** 05/08/2012

Line Item Transfer

Submitted For: Scott Parker**Submitted By:** Gene Smith, Emergency
Communications**Department:** Emergency Communications**Agenda Category:** Consent

Information**Agenda Item**

Discuss and Consider approving a line item transfer for Emergency Communications.

Background

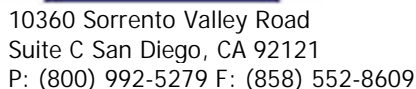
Shredder is non functioning and repair is cost prohibitive. Must have shredder to destroy secure TLETS information.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0581.003100	Office Supplies	1295.00	
To	100.0581.003006	Office Equipment	1295.00	

Attachments2604CC**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/01/2012 03:48 PM
Budget Office	Ashlie Blaylock	05/02/2012 09:05 AM
Form Started By: Gene Smith		Started On: 05/01/2012 01:24 PM
	Final Approval Date: 05/02/2012	



Account No: WC1168

Ship To: Williamson County Emergency Communication
Attn: Gene Smith
508 South Rock Street
Georgetown, TX

- FREE SHIPPING - Customer is responsible for getting the unit off the truck and inside facility
- GSA Contract # GS-02F-0166V - Exp. Date August 11th, 2014

Email address: sales@claryco.com

WE WILL BEAT ANY COMPETITOR QUOTE OR ADVERTISED PRICE BY 5%.

Commissioners Court - Regular Session

7.

Meeting Date: 05/08/2012

Line Item Transfer

Submitted By: Donna Colburn, Ag Extension**Department:** Ag Extension**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Extension Services

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0655-004544	Repairs to Office Equipment	120.00	
To	100-0655-004221	Livestock Show	120.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/01/2012 03:48 PM
Donna Colburn (Originator)	Donna Colburn	05/01/2012 04:22 PM
Form Started By: Donna Colburn		Started On: 05/01/2012 03:42 PM
	Final Approval Date: 05/01/2012	

Commissioners Court - Regular Session**8.****Meeting Date:** 05/08/2012

To discuss and consider transferring funds

Submitted For: Dain Johnson**Submitted By:**Bonnie Sims, J.P.
Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for Justice of the Peace Pct. One.

Background

Consider transferring funds from Full time position to Temp. position to finish our the month of May and 1st week of June to allow time to consider hiring empolyee full time or posting position outside the county.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0451-001100	Full Time Employee	2000.00	
to	0100-0451-001107	Temp. Position	2000.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2012 02:46 PM
Bonnie Sims (Originator)	Bonnie Sims	05/02/2012 03:21 PM
Budget Office	Ashlie Blaylock	05/03/2012 10:32 AM
Form Started By: Bonnie Sims		Started On: 05/02/2012 09:22 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**9.****Meeting Date:** 05/08/2012

To discuss and take appropriate action on the approval of a line item transfer for Road and Bridge

Submitted By: Megan Smith, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The Brushy Creek MUD performs maintenance of the roadway median through an agreement with the County. The agreement stipulates a base rate and includes an automatic CPI rate increase. A transfer of \$505.34 is necessary to cover the cost of the final Brushy Creek invoice for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-005000	Capital Outlay	\$505.34	
To	0200-0210-004531	Maint. Agreements - Brushy Cre	\$505.34	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 08:49 AM
URS (Originator)	Lydia Linden	05/03/2012 09:47 AM
Budget Office	Ashlie Blaylock	05/03/2012 10:32 AM
Form Started By: Megan Smith		Started On: 05/03/2012 08:09 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**10.****Meeting Date:** 05/08/2012

Line item transfer for Parks Department

Submitted For: Randy Bell**Submitted By:**

Randy Bell, Parks

Department: Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the Parks Department

Background

Funds are necessary to assist with park operations.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0510.001100	F/T Salaries	217.00	1
To	0100.0510.001110	Overtime	217.00	2
From	0100.0510.001100	F/T Salaries	8752.00	3
To	0100.0510.001107	Temp Labor - Seasonal Help	8752.00	4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:18 AM
Budget Office	Ashlie Blaylock	05/03/2012 10:35 AM
Form Started By: Randy Bell		Started On: 05/03/2012 08:32 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**11.****Meeting Date:** 05/08/2012

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

On going investigation requiring expensive testing

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$30,000	
To	0100-0560-003530	SO/Inv. Svcs/Supplies	\$30,000	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 11:44 AM
Form Started By: Ashlie Blaylock		Started On: 05/03/2012 11:04 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**12.****Meeting Date:** 05/08/2012

Line Item Transfer

Submitted By: Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the 277th District Court:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0437-004010	277th Dist Ct/Visiting Judge	3,000.00	
From	0100-0409-004998	Non Dept/Contingencies	3,000.00	

Form Review

Form Started By: Wendy Coco

Started On: 05/03/2012 03:42 PM

Final Approval Date: 05/03/2012

Commissioners Court - Regular Session**13.****Meeting Date:** 05/08/2012

Engadina Pass Block Party

Submitted For: Valerie Covey**Submitted By:**Rachel Rull,
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss and take appropriate action regarding closing Engadina Pass for a block party on May 12, 2012 from 5:00 p.m. until 8:00 p.m.

Background

This has been through the road closure request process.

Location: Engadina Pass in Teravista

Date: May 12, 2012

Time: 5:00 p.m. - 8:00 p.m.

Number of Attendees: Approx. 30 people

Contact Person: Penny Bradshaw

Contact Number: 512/699-5022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Rachel Rull		Started On: 05/03/2012 08:42 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**14.****Meeting Date:** 05/08/2012

Memorial Tree in Honor of Jim Flaggert

Submitted For: Randy Bell**Submitted By:**

Randy Bell, Parks

Department: Parks**Agenda Category:** Consent

Information**Agenda Item**

Consider accepting a \$100.00 donation for a Memorial Tree planting in Honor of Mr. Jim Flaggert.

Background

The Williamson County Parks & Recreation Department is in receipt of a \$100.00 donation for the Memorial Tree Program. The donation is given in Honor of Mr. Jim Flaggert by Cathy and Louis Sariago. A Monterey Oak tree was planted at Berry Springs Park and Preserve.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Randy Bell		Started On: 05/03/2012 09:28 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**15.****Meeting Date:** 05/08/2012

Asset Change

Submitted For: Auditors Office**Submitted By:**Connie Singleton,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

Background

AttachmentsAsset Change Form**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2012 11:09 AM
Form Started By: Connie Singleton		Started On: 05/02/2012 09:07 AM
	Final Approval Date: 05/02/2012	

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Ascom Hasler AH30 Smart Series Scale	SN# 0302238	None	Working

Parties involved:

FROM (Transferor Department): _____ Tax Assessor/Collector

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Larry Gaddes

Sandy Surratt

Print Name

Print Name

Signature

April 30, 2012

Date

943-1649

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	office chairs			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Qu Tony Hill

Print Name

Signature

Signature

Contact Person:

Print Name

943-3314

Phone Number

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

Transferee - Elected Official/Department Head/

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

FR John Bradley

Print Name

Signature

Print

Contact Person:

Judy Kocian

Print Name

512-943-1234

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Keyboard			Working

Parties involved:

FROM (Transferor Department): Auditor

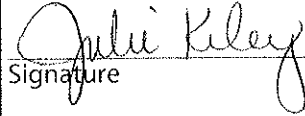
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Julie Kiley

Kelsey Rollins

Print Name

Print Name



+1 (512) 943-1574

Signature

Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	MOTOROLA XTS2500 800-2way radios	205CJZ3180/ 205CJZ3182/ 205CJZ3193		Working
3	MOTOROLA XTS2500 800-2way radios	205CJZ3184/ 205CJZ3190/ 205CJZ3196		Working
6	MOTOROLA IMPRES ADAPTIVE CHARGERS	V3.40 MODEL #WPLN4114AR		Working
6	MOTOROLA IMPRES 7.5 NICKEL HYDRIDE BATTERY	NNTN6263A		Working

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

CATHERINE L. ROBERTS

CATHERINE L. ROBERTS

Print Name

Print Name



943-3575

Signature

Date

Phone Number

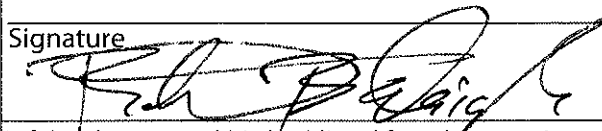
TO (Transferee Department/Auction/Trade-in/Donee): Road & Bridge
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:

BOB DAIGH

TERRON EVERSTON

Print Name

Print Name



943-3849

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**16.****Meeting Date:** 05/08/2012

National Childrens Mental Health Awareness Day

Submitted For: Cynthia Long**Submitted By:**Kathy Pierce,
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on National Children's's Mental Health Awareness Day and supporting resolution.

Background

AttachmentsResolution**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Kathy Pierce		Started On: 05/02/2012 12:16 PM
	Final Approval Date: 05/03/2012	

State of Texas
County of Williamson
Know all men by these presents:

That on the 8th day of November, 2012 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, the children and youth are a vital resource to Williamson County, and addressing the complex mental health needs of children, youth and families today is fundamental to the future; and

WHEREAS, the need for comprehensive, coordinated mental health services for children youth, and families places upon our community a critical responsibility; and

WHEREAS, the 2010 U.S. Census states that 39.6% of households in Williamson County have children under the age of 18 which include 57,160 elementary and 23,448 high school students enrolled in school; and

WHEREAS, the Williamson County Juvenile Services hosted the First Annual Mental Health in Schools Conference entitled "Creativity in Times of Crisis: Aligning Our Efforts to Ensure Student Success" on October 27th and 28th, 2011; and

WHEREAS, the Williamson County Children and Youth Behavioral Health Subcommittee was formed as a by-product of the school mental health conference, holding its initial meeting on March 29, 2012; and

WHEREAS, the Vision Statement of the Children and Youth Behavioral Health Subcommittee is: "The children, youth and families of Williamson County will be supported by a seamless, integrated continuum of school/community service and supports that 1) promote behavioral health and wellbeing, 2) enable the early identification of concerns, and 3) ensure the use of the least restrictive intervention needed when concerns arise; and

WHEREAS, Williamson County, through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth and families in our community; and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court urges our citizens, all agencies and organizations interested in meeting the mental health needs of children and youth to unite and hereby resolves May 9th, 2012 as:

“National Children’s Mental Health Awareness Day”

RESOLVED THIS 8TH DAY OF MAY 2012.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**17.****Meeting Date:** 05/08/2012

County Auditor

Submitted For: David U. Flores**Submitted By:**

David Dukes, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Recognizing the Receipt of the Texas Comptroller Leadership Circle Gold Member Award for the third consecutive year.

Background

Williamson County, again this year, received the highest distinction from the Comptroller of Public Accounts that recognizes local governments that are striving to meet a high standard for financial transparency online. "Gold" highlights those entities that are setting the bar with their transparency efforts.

Requirements Include:

- Presentation of current CAFR and at least the 2 previous years.
- Transparency web page accessible from the home page which will link the user to the various departments concerned with financial transparency.
- Easy to access financial documents for at least the previous 3 years.
- Payment descriptions must be included within the payment registers.
- Visual representation of financial data - charts or graphs that make the financial data more easily understood by the public.

Williamson County received 19 out of a possible 20 points. This award is good for one year and must be re-applied for each year meeting revised and improved criteria.

Questions may be directed to Julie Kiley in the Auditor's Office. 512/943-1552 or jkiley@wilco.org.

Attachments[Letter from Susan Combs State Comptroller](#)[2012 Gold Leadership Circle Award](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/01/2012 03:48 PM
Form Started By: David Dukes		Started On: 04/27/2012 09:38 AM
	Final Approval Date: 05/01/2012	

March 23, 2012

The Honorable Dan A. Gattis
County Judge
Williamson County
710 S. Main St., Suite 301
Georgetown, Texas 78626-5701

Dear Judge Gattis:

I am pleased to inform you that Williamson County has earned a 2012 Gold Leadership Circle Award. Your application scored 19 points of 20 possible on our ratings criteria to earn this award.

Your listing on our "Texas Transparency" website now displays the Gold seal to indicate that you have received this award. Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your website.

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle.

Sincerely,


Susan Combs

Enclosure





Texas Comptroller Leadership Circle Gold Member

awarded to

Williamson County

For setting the bar for financial transparency and opening your books to the public.

The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high financial transparency online. By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow.

March 19, 2012

Commissioners Court - Regular Session**18.****Meeting Date:** 05/08/2012

Certified Public Finance Officer Designation for David Dukes

Submitted For: Julie Kiley**Submitted By:**

Julie Kiley, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear presentation and recognize David Dukes, Assistant Financial Director, of the County Auditor's Office with the Certified Public Finance Officers designation of the Government Finance Officers Association.

Background

Micki Rundell, Chief Financial Officer for the City of Georgetown, and Past President for the Government Finance Officers Association of Texas will make the presentation.

David Dukes has been employed with the County for almost 7 years. He has worked in HR and the Auditor's Office during his tenure. He holds a degree in accounting from the University of Texas at Arlington. All of David's prior work experience is in oil and gas with employers such as Duke Energy and ConocoPhillips. As the Assistant Financial Director, David manages the accountants staff and assists the staff with their daily assignments. Reviews accounting transactions, is responsible for producing the Popular Annual Financial Report and is the administrator for the County Auditor's website.

Attached is the letter, press release and certificate from the Government Finance Officers Association.

Attachments[DavidDukesCPFO](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Julie Kiley		Started On: 05/03/2012 08:22 AM
	Final Approval Date: 05/03/2012	



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

April 18, 2012

Mr. David M. Dukes
Assistant Financial Director
Williamson County
710 S. Main St.
Suite 301
Georgetown, TX 78626

Dear Mr. Dukes:

Congratulations on earning the designation of Certified Public Finance Officer (CPFO). We take great pleasure in congratulating you on this distinction and we commend you for being a member who has successfully completed the Government Finance Officers Association's Certification program.

This accomplishment demonstrates your proficiency and specialty within your profession. While it took motivation, time, and discipline to prepare for the certification examinations, the investment was well worth it because this designation now differentiates you from other professionals in your field. We hope you will continue to practice and promote continued professional development.

Enclosed with this letter is your certificate of achievement, which is suitable for framing and can be proudly displayed in a prominent location. Thank you for your participation in this program and congratulations again on your outstanding achievement.

Sincerely,

Jeffery L. Esser
Executive Director

Enclosure



NEWS RELEASE

FOR IMMEDIATE RELEASE
April 18, 2012

Contact: James Phillips
Phone: 312-977-9700
jphillips@gfoa.org

GFOA GRADUATES ANOTHER CLASS OF CERTIFIED PUBLIC FINANCE OFFICERS

Since the inception of the Government Finance Officers Association's (GFOA) Certified Public Finance Officer program, 489 individuals have been awarded the designation of Certified Public Finance Officer (CPFO). We are proud to bestow this honor upon our latest class of graduates. Among this class of graduates are:

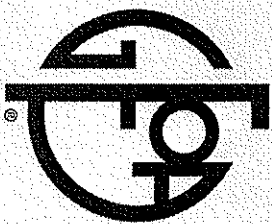
*Laura S. Allen, Eric L. Burk, David A. Clark, David M. Dukes,
Thomas G. Franzen, James R. Kimble, Joel N. Manning, Lisa M. Saldana,
Karen L. Tenace, Matthew M. Wolff*

GFOA Executive Director Jeffrey L. Esser said, "This is an outstanding achievement in the career of any public finance officer. The motivation, time, and discipline it took to complete the program are indicative of their dedication to the profession and to public service."

To earn the CPFO designation, candidates must demonstrate their knowledge of public finance by passing five examinations representing the following core functions:

- Governmental Accounting, Auditing and Financial Reporting
- Cash Management and Investments
- Debt Management
- Operating and Capital Budgeting
- Pension and Benefits, Risk Management and Procurement

To maintain the designation, these individuals must participate in 30 hours of continuing professional education each year.



Government Finance Officers Association of the United States and Canada

*Upon the recommendation of the Council on Certification,
the Government Finance Officers Association is pleased to award the designation of*

Certified Public Finance Officer

to

David M. Dukes

*The designation of Certified Public Finance Officer is awarded to public finance officers who have
successfully completed a series of examinations covering the major disciplines of public finance and
who have committed themselves to maintaining the highest professional standards in accordance
with the Government Finance Officers Association's Code of Professional Ethics.*

Date: Spring 2012 Designee #: 483


Executive Director

Commissioners Court - Regular Session**19.****Meeting Date:** 05/08/2012

Williamson County Conservation Foundation

Submitted For: Mary Clark**Submitted By:**Mary Clark, Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear update by the Williamson County Conservation Foundation (WCCF) on proposed endangered species listing for Williamson County salamanders.

Background

Beginning in October 2011, the WCCF initiated a process of scientific and economic review to respond to the U.S. Fish and Wildlife Service, (FWS) on potential listing of salamander species in Williamson County. The existing research on these species – the Georgetown salamander, the Jollyville Plateau salamander and Salado salamander– is limited and narrow in scope. The WCCF, and their consultants have teamed up to develop a knowledge and resource base to assist the County in responding to the potential listing. The expected timing of the Federal Register notice of listing action(s) for the three Williamson County species is late spring, 2012.

The presentation today will summarize the findings, to date, of the review team and provide an overview of practicable alternatives to be considered and acted upon by the WCCF.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 11:44 AM
Form Started By: Mary Clark		Started On: 05/02/2012 04:24 PM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**20.****Meeting Date:** 05/08/2012

To discuss and take appropriate action on the Department of Infrastructures projects and issues update

Submitted For: Robert Daigh**Submitted By:**Lydia Linden, Unified
Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/16/2012 08:27 AM
Form Started By: Lydia Linden		Started On: 04/13/2012 12:53 PM
	Final Approval Date: 04/16/2012	

Commissioners Court - Regular Session**21.****Meeting Date:** 05/08/2012

Notice of Publication

Submitted For: Cynthia Long**Submitted By:**Kathy Pierce,
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing the publication of notice pursuant to Section 272.001 of the Texas Local Government Code to exchange certain real property owned by Williamson County for real property within the proposed future expansion of SH 29.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 11:46 AM
Form Started By: Kathy Pierce		Started On: 05/03/2012 10:40 AM
	Final Approval Date: 05/03/2012	

Commissioners Court - Regular Session**22.****Meeting Date:** 05/08/2012

SH 195 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with Sylvia Ann Thomas for ROW needed on SH 195. (PARCEL 132)

Background

AttachmentsThomas Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:20 AM
	Final Approval Date: 05/03/2012	

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SYLVIA ANN THOMAS, (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 0.321 acre tract of land, more or less, situated in the W. Roberts 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 132**);

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 Exhibit "A", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of FORTY NINE THOUSAND ONE HUNDRED ONE and 13/100 Dollars (\$49,101.13).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 days after the Closing of this transaction she 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.

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 May 7, 2012, 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 Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

The deed shall be in the form as shown in Exhibit "B" 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 Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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.

[signature page follows]

SELLER:

Sylvia A. Thomas
Sylvia Ann Thomas
Date: 4/30/2012

Address: 650 Hwy 195
Georgetown, Tx
78633

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

Commissioners Court - Regular Session**23.****Meeting Date:** 05/08/2012

SH 195 Easement Letter Agreement

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a letter agreement with Janis K. Johnson for easements needed on SH 195. (PARCEL 109C)

Background

AttachmentsJohnson Letter Agreement**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:22 AM
	Final Approval Date: 05/03/2012	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

March 23, 2012

Janis K. Johnson
c/o Michael M. Barron
Barron & Adler, LLP
808 Nueces St.
Austin, Texas 78701

Re: SH195 expansion project
Parcel 109C—PEC/CTSUD easement acquisition

Dear Mike:

As you are aware, Williamson County is assisting the State of Texas and certain utility providers with right of way and easement acquisitions in connection with the SH195 expansion project. Please allow this letter to set out my understanding regarding our agreement for Williamson County's purchase of an Electric Utility Easement area for Pedernales Electric Cooperative (PEC), and a Water Line Easement and Temporary Construction Easement for Chisholm Trail Special Utility District (CTSUD) from Janis K. Johnson due to the conflict with the current location of their facilities caused by the proposed widening/realignment of SH195 in Williamson County.

In return for granting an electric utility easement and waterline easement in and to that certain property containing 0.4545 acre (19,796 SF), and a temporary construction easement interest to CTSUD in and to that certain property containing 0.5024 acre (21,885 SF), Williamson County will pay the sum of \$43,711 (19,796 SF x \$2.60/SF x 70% of rights for permanent easement and 21,885 SF x \$2.60/SF x .75% rental x 18 months for temporary). The form of the easements will be as shown in Exhibit "A" attached hereto.

Williamson County has previously paid the amount of \$11,841 in connection with a Possession and Use Agreement between the parties for the use of the required easement areas. Therefore, the amount now due and owing as compensation for the grant of these easements shall be the amount of \$31,870.

If this meets with your understanding then please sign where indicated below, and we will have this executed by the County Judge and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.

AGREED:

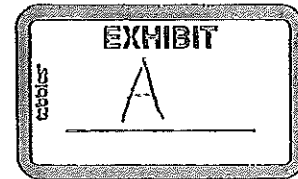
Janis K. Johnson

Janis K. Johnson

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
County Judge

ELECTRIC UTILITY EASEMENT
SH195



THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT JANIS K. JOHNSON, TRUSTEE OF THE JKJ HERITAGE TRUST, Grantor, for good and valuable in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, 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 ("Easement") 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 0.4545 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 109C-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.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, 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; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

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, through or under Grantor, but not otherwise.

WITNESS our hands this _____ day of _____, 2012.

[signature page follows]

GRANTOR:

Janis K. Johnson,
Trustee of the JKJ Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Janis K. Johnson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.4545 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 109C-WB).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.5024 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

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. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. 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 paving and all 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 only those water supply lines, service lines and associated appurtenances located below the surface, 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 located below the surface of the easement. In the event the lines are abandoned, any above ground appurtenances or facilities must be removed promptly upon request of Grantor.

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 and Temporary Construction Easement Tract, including paving, 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 initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction 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, parking spaces, landscaping, signage, irrigation, 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) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. 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 and Temporary Construction 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, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction 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 and Temporary Construction 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 Temporary Construction 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 Temporary Construction 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 _____, 2012.

GRANTOR:

Janis K. Johnson,
Trustee of the JKJ Heritage Trust

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Janis K. Johnson, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:

Commissioners Court - Regular Session**24.****Meeting Date:** 05/08/2012

SH 195 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with Wilford C. Schneider, Trustee of the ECS Heritage Trust for ROW needed on SH 195. (PARCEL 109B)

Background

AttachmentsSchneider 109B Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:24 AM
	Final Approval Date: 05/03/2012	

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between WILFORD C. SCHNEIDER, Trustee of the WCS Heritage Trust, (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 tract of land containing a total of 3.166 acres, 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 109B); and

Electric utility easement and Waterline easement interest in, under and across all of that certain tract of land containing a total of 0.3928 acre, 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 "B", attached hereto and incorporated herein (Parcel 109B-UE); and

Temporary construction easement interest for waterline facility installation in, under and across all of that certain tract of land containing a total of 0.5938 acre, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described on the sketch which accompanies the metes and bounds description in Exhibit "B", attached hereto and incorporated herein (Parcel 109B-TCE)

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 Exhibit "A", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of THREE HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED NINE and 00/100 Dollars (\$367,509.00).

2.01.1 The purchase price for the electric easement interest, waterline easement interest, and temporary construction easement interest in the Property described in Exhibit "B" shall be the sum of FORTY THOUSAND TWO HUNDRED SIX and 00/100 Dollars (\$40,216.00).

As consideration for the execution of certain Possession and Use Agreements between the parties recorded in Document Nos. 2011024634 and 2011033200 of the Real Property Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$242,872, which amounts were specifically agreed to be credited or offset against any final purchase price or condemnation acquisition payment. **Therefore, the remaining balance of the Purchase Price now due and owing from the Purchaser for this Contract is ONE HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED FIFTY THREE AND 00/100 Dollars (\$164,853.00).**

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 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.

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 May 7, 2012, 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 Exhibit "A", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in the Property described in Exhibit "B", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in the Property described in Exhibit "B", 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 "C" attached hereto. The electric utility easement shall be in the form as shown in Exhibit "D" attached hereto. The waterline 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 Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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.

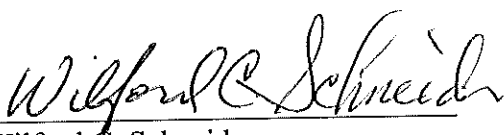
Effective Date

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 or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:



Wilford C. Schneider,
Trustee of the WCS Heritage Trust

Address: _____

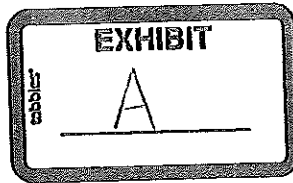
Date: 4-19-2012

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 5
February 10, 2011

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 109 B

BEING a 3.166 acre (137,901 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 3.166 acre tract of land is out of and a part of a 11.17 acre tract conveyed by Wilford C. Schneider, et al to Wilford C. Schneider, by deed recorded May 10, 2010 as Document No. 2010030328 of the Official Public Records of Williamson County, Texas, said 3.166 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with a plastic cap found for the south corner of the above referenced 11.17 acre tract, said rod is located 516.32 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1670+56.19;

THENCE North 30° 11' 59" East with the southeast line of the said 11.17 acre tract for a distance of 360.02 feet to a 5/8 inch iron rod with 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 158.05 feet right of Proposed SH 195 Baseline Station 1670+20.78;

1. THENCE North 45° 46' 53" West, with the proposed southwest right of way line of SH 195 for a distance of 55.22 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 150.00 feet right of Proposed SH 195 Baseline Station 1669+66.15;
2. THENCE North 54° 26' 29" West continuing with the proposed southwest right of way line of SH 195 for a distance 557.23 feet to a TxDOT Type II concrete monument set for angle point, said monument is located 125.00 feet right of Proposed SH 195 Baseline Station 1663+95.55;
3. THENCE North 59° 39' 26" West continuing with the proposed southwest right of way line of SH 195 for a distance of 240.31 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the southeast line of a 2.24 acre tract conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard

EXHIBIT _____

W. Johnson, by deed recorded September 20, 1982 in Volume 889, Page 756, of the Deed Records of Williamson County, Texas, said rod is located 124.14 feet right of Proposed SH 195 Baseline Station 1661+55.24;

4. THENCE North 44° 56' 38" East with the southeast line of the 2.24 acre tract for a distance of 149.07 feet to a calculated point in the existing southwest right of way line of SH 195, from which a 1/2 inch iron rod found bears South 44° 56' 38" West a distance of 0.28 feet;
5. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 810.74 feet to a 1/2" iron rod with a plastic cap found for the north or northeast corner of said 11.17 acre tract;
6. THENCE South 30° 11' 59" West, with the southeast line of said 11.17 acre tract for a distance of 210.85 feet to the POINT OF BEGINNING, said described tract containing 3.166 acres or (137,901 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 1.00012.

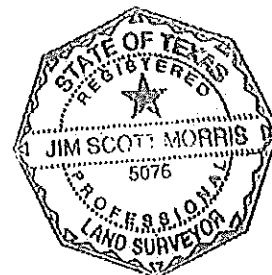
This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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.

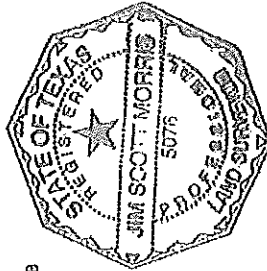
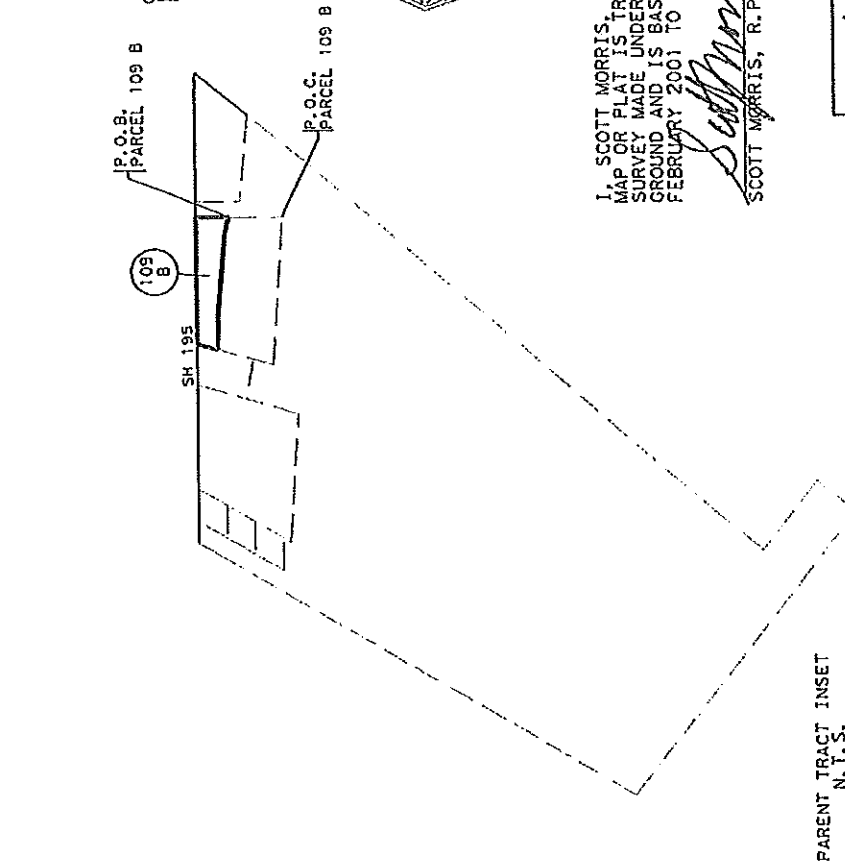
Scott Morris, Registered Professional Land Surveyor No. 5076

Date as of: 2-10-2011



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
- RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CHD CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL 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



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 2-10-2011
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER
PARCEL 109 B

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) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

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 AF9537) 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 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 B	11.17	486,565	3.166	137,901			8.004	348,664

A vertical scale in feet, oriented vertically. The scale has markings at 0, 25, 50, 100, and 200. The text "SCALE IN FEET" is written vertically to the right of the scale.

SEE PAGE 11

REVISÉ: NOVEMBER, 2010

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER
PARCEL 109 B

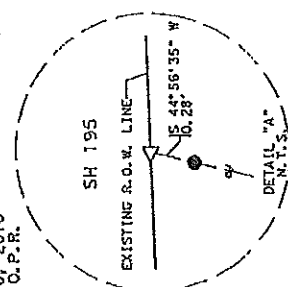
PAGE 4 OF 5

ROW CSJ NO. 0440-Q2-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.

6810 LEE ROAD
SPRING, TX 77379

(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010



BURRELL EAVES SURVEY, A-216

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

PROPOSED AND EXISTING R.O.W. LINE

STATE OF TEXAS
COUNTY OF WILLIAMSON
CIVIL MINUTES WILLIAMSON COUNTY
SH 195
100' R.O.W.

STATE OF TEXAS
COUNTY OF WILLIAMSON
CIVIL MINUTES WILLIAMSON COUNTY
SH 195
100' R.O.W.

1/2" I. R. FND.
WITH PLASTIC CAP

109
B

PARCEL 109 B
STA 1670+00
158.05' RT.

N 45° 46' 53" W
55.23' W
N 54° 26' 29" W
557.23'

STA 1669+66.15
150.00' RT.

CALLLED 11.17 ACRES
WILFORD C. SCHNEIDER
DOCUMENT NO. 2010030328
MAY 10, 2010
W. C. O. P. R.

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

PARCEL 109 B
STA 1670+56.19
516.32' RT.

5/8" IRON ROD SET
WITH ALUMINUM 1XDOT CAP
(END OF PROPOSED
ACCESS DENIAL LINE)
STA 1676+40.00
249.21' RT.

PROPOSED R.O.W. LINE

PROPOSED BASELINE

EXISTING R.O.W. LINE

SEE PAGE 12

MATCHLINE STA 1677+00

MATCHLINE STA 1668+00

SEE PAGE 10

EXHIBIT

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER

PARCEL 109 B
PAGE 5 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

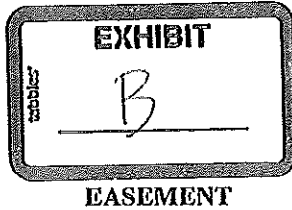
6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

REVISED: NOVEMBER, 2010

STATE OF TEXAS
COUNTY OF WILLIAMSON



0.3928 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.3928 ACRE (17,109 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 11.17 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO WILFORD C. SCHNEIDER AND RECORDED IN DOCUMENT NO. 2010030328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 11.17 acres tract, same being the east corner of a called 2.24 acres tract as described in a Correction Deed to Janis Johnson and Richard W. Johnson and recorded in Volume 889, Page 756 of the Deed Records of Williamson County, Texas (D.R.W.C.T.);

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 11.17 acres tract, same being the southeast line of said 2.24 acres tract, S44°56'38"W a distance of 149.07 feet to the intersection of said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acres tract, crossing said 11.17 acres tract with said proposed southwest right-of-way line of SH195 the following three (3) courses and distances:

1. S59°39'26"E a distance of 240.31 feet to a 60D nail found in said proposed southwest right-of-way line of SH195,
2. S54°26'29"E a distance of 557.24 feet to a 1/2-inch iron rod found, and
3. S45°46'53"E a distance of 55.22 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said 11.17 acres tract;

THENCE leaving said proposed southwest right-of-way line of SH195, with said southeast line of the 11.17 acres tract, S30°11'59"W a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the south corner of the 11.17 acres tract also being an interior corner of said 326 acre remainder tract bears S30°11'59"W a distance of 339.14 feet;

THENCE leaving said southeast line of the 11.17 acres tract, crossing said 11.17 acres tract the following three (3) courses and distances:

1. N45°46'53"W a distance of 58.70 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
2. N54°26'29"W a distance of 554.81 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
3. N59°39'26"W a distance of 244.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acre tract;

THENCE with said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acre tract, N44°56'38"E a distance of 20.67 feet to said **POINT OF BEGINNING** and containing 0.3928 acre.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

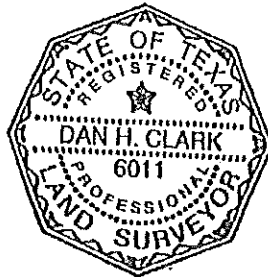
COUNTY OF TRAVIS

§

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24th day of March 2011, A.D.

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

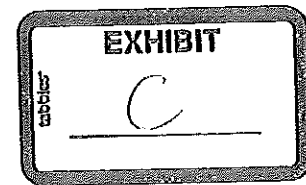


[Signature] 3/24/2011
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-109B-26903.dgn, dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

Parcel 109B
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, WILFORD C. SCHNEIDER, Trustee of the WCS Heritage Trust, 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 tract of land containing a total of 3.166 acres, 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 109B).

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 sulphur, in and under the land herein conveyed but waives 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 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.

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 _____, 2012.

GRANTOR:

Wilford C. Schneider,
Trustee of the WCS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Wilford C. Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

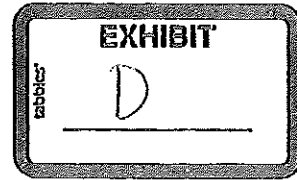
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



ELECTRIC UTILITY EASEMENT
SH195

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

THAT WILFORD C. SCHNEIDER, TRUSTEE OF THE WCS HERITAGE TRUST, Grantor, for good and valuable in hand paid by **PEDERNALES ELECTRIC COOPERATIVE, INC.**, of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, 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 ("Easement") 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 0.3080 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 109B-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.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, 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; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

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, through or under Grantor, but not otherwise.

WITNESS our hands this _____ day of _____, 2012.

[signature page follows]

GRANTOR:

Wilford C. Schneider,
Trustee of the WCS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Wilford C. Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.3928 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 109B-WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.5938 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

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. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. 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 paving and all 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 only those water supply lines, service lines and associated appurtenances located below the surface, 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 located below the surface of the easement. In the event the lines are abandoned, any above ground appurtenances or facilities must be removed promptly upon request of Grantor.

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 and Temporary Construction Easement Tract, including paving, 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 initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction 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, parking spaces, landscaping, signage, irrigation, 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) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. 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 and Temporary Construction 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, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction 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 and Temporary Construction 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 Temporary Construction 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 Temporary Construction 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 _____, 2012.

GRANTOR:

Wilford C. Schneider,
Trustee of the WCS Heritage Trust

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Wilford C. Schneider, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.3928 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.3928 ACRE (17,109 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 11.17 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO WILFORD C. SCHNEIDER AND RECORDED IN DOCUMENT NO. 2010030328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 11.17 acres tract, same being the east corner of a called 2.24 acres tract as described in a Correction Deed to Janis Johnson and Richard W. Johnson and recorded in Volume 889, Page 756 of the Deed Records of Williamson County, Texas (D.R.W.C.T.);

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 11.17 acres tract, same being the southeast line of said 2.24 acres tract, S44°56'38"W a distance of 149.07 feet to the intersection of said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acres tract, crossing said 11.17 acres tract with said proposed southwest right-of-way line of SH195 the following three (3) courses and distances:

1. S59°39'26"E a distance of 240.31 feet to a 60D nail found in said proposed southwest right-of-way line of SH195,
2. S54°26'29"E a distance of 557.24 feet to a 1/2-inch iron rod found, and
3. S45°46'53"E a distance of 55.22 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said 11.17 acres tract;

THENCE leaving said proposed southwest right-of-way line of SH195, with said southeast line of the 11.17 acres tract, S30°11'59"W a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the south corner of the 11.17 acres tract also being an interior corner of said 326 acre remainder tract bears S30°11'59"W a distance of 339.14 feet;

THENCE leaving said southeast line of the 11.17 acres tract, crossing said 11.17 acres tract the following three (3) courses and distances:

1. N45°46'53"W a distance of 58.70 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
2. N54°26'29"W a distance of 554.81 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
3. N59°39'26"W a distance of 244.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acre tract;

THENCE with said northwest line of the 11.17 acres tract and said southeast line of the 2.24 acre tract, N44°56'38"E a distance of 20.67 feet to said **POINT OF BEGINNING** and containing 0.3928 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24th day of March 2011, A.D.

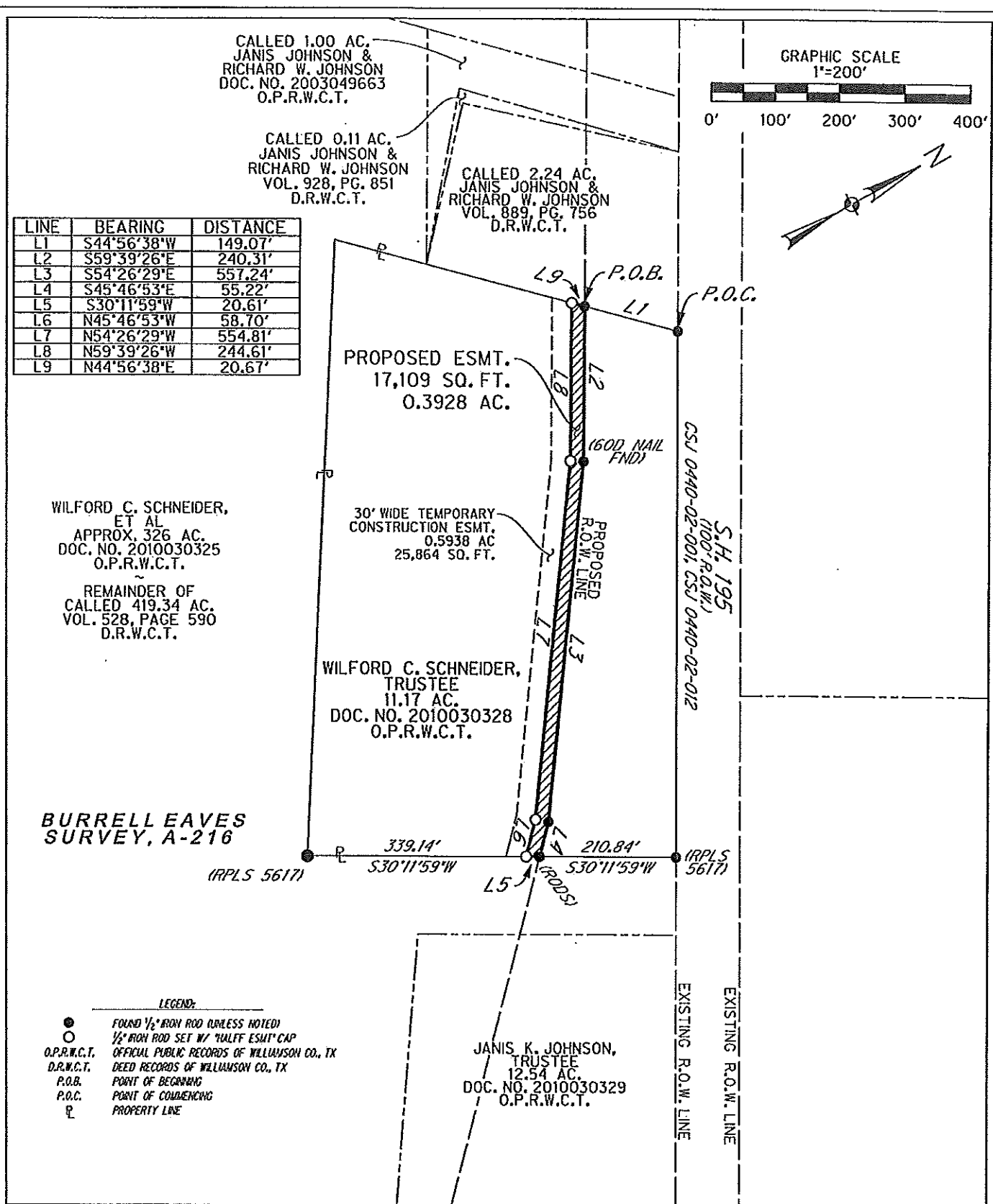
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Signature] 3/24/2011
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-109B-26903.dgn, dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.



HALFF

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

SH 195 UTILITY

EASEMENT FOR
PARCEL 109 B

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109-B-26903.doc

3 of 3

Commissioners Court - Regular Session**25.****Meeting Date:** 05/08/2012

SH 195 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with John B. Schneider, Trustee of the JBS Heritage Trust for ROW needed on SH 195. (PARCEL 109A)

Background

AttachmentsSCHNEIDER 109A Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:25 AM
	Final Approval Date: 05/03/2012	

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JOHN B. SCHNEIDER, Trustee of the JBS Heritage Trust, (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 tract of land containing a total of 2.108 acres, 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 109A); and

Electric utility easement and Waterline easement interest in, under and across all of that certain tract of land containing a total of 0.3080 acre, 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 "B", attached hereto and incorporated herein (Parcel 109A-UE); and

Temporary construction easement interest for waterline facility installation in, under and across all of that certain tract of land containing a total of 0.4671 acre, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described on the sketch which accompanies the metes and bounds description in Exhibit "B", attached hereto and incorporated herein (Parcel 109A-TCE)

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 Exhibit "A", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of TWO HUNDRED FORTY TWO THOUSAND TWO HUNDRED FORTY SEVEN and 00/100 Dollars (\$242,247.00).

2.01.1 The purchase price for the electric easement interest, waterline easement interest, and temporary construction easement interest in the Property described in Exhibit "B" shall be the sum of THIRTY ONE THOUSAND FIVE HUNDRED FIFTY SEVEN and 00/100 Dollars (\$31,557.00).

As consideration for the execution of certain Possession and Use Agreements between the parties recorded in Document Nos. 2011024633 and 2011033199 of the Real Property Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$165,445, which amounts were specifically agreed to be credited or offset against any final purchase price or condemnation acquisition payment. **Therefore, the remaining balance of the Purchase Price now due and owing from the Purchaser for this Contract is ONE HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY NINE AND 00/100 Dollars (\$108,359.00).**

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 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.

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 May 7, 2012, 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 Exhibit "A", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in the Property described in Exhibit "B", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in the Property described in Exhibit "B", 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 "C" attached hereto. The electric utility easement shall be in the form as shown in Exhibit "D" attached hereto. The waterline 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 Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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 or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:



John B. Schneider
Trustee of the JBS Heritage Trust

Address: P.O. Box 908
FLATONIA, TX 78941

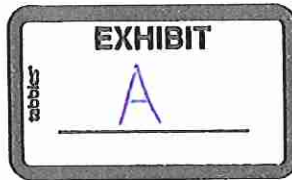
Date: 4-19-12

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 4
February 10, 2011

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 109 A

BEING a 2.108 acre (91,836 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 2.108 acre tract of land is out of and a part of a 10.22 acre tract conveyed by Wilford C. Schneider, et al to John B. Schneider, by deed recorded May 10, 2010 as Document No. 2010030327 of the Official Public Records of Williamson County, Texas, said 2.108 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 most southerly corner of the 1.00 acre tract of land conveyed by Steven L. Prayter and wife, Ronda Prayter, to John Cahill and wife, Debra Cahill, by deed recorded August 16, 2000 as Document No. 2000054348 of said Official Public Records, said 1.00 acre tract being previously conveyed out of the referenced 419.34 acre tract and said point is located 175.04 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1650+93.19;

THENCE North 59° 31' 26" East with the southeast line of the said 1.00 acre tract for a distance of 62.66 feet to a 5/8 inch iron rod with 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 120.44 feet right of Proposed SH 195 Baseline Station 1651+24.02;

1. THENCE North 59° 31' 26" East continuing with the southeast line of the said 1.00 acre tract for a distance of 161.47 feet to a calculated point on the existing southwest right of way line of SH 195 for the east corner of the said 1.00 acre tract, from which a found 1/2 inch iron rod found bears South 59° 31' 26" West a distance of 0.63 feet;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 626.36 feet to a calculated point for the north corner of a 1.00 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard W. Johnson, by deed recorded May 30,

EXHIBIT _____

2003 in Document No. 2003049663, of said Official Public Records, from which a 1/2 inch iron rod found bears South 44° 56' 18" West a distance of 0.32 feet;

3. THENCE South 44° 56' 18" West with the west line of the said 1.00 acre tract for a distance of 147.82 feet to a 5/8 inch iron rod with TxDOT aluminum cap set on the proposed southwest right of way line of SH 195, said rod is located 122.84 feet right of Proposed SH 195 Baseline Station 1657+91.77;
4. THENCE North 59° 39' 26" West with the proposed southwest right of way line of SH 195 for a distance of 667.84 feet to the POINT OF BEGINNING, said described tract containing 2.108 acres (91,836 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 1.00012.

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.

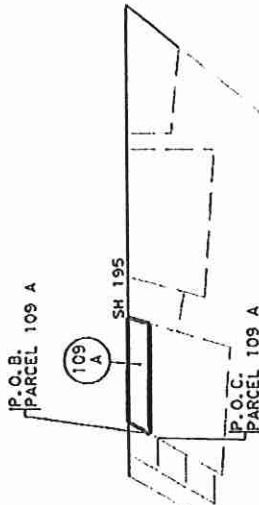
Scott Morris, Registered Professional Land Surveyor No. 5076

Date as of: 2-10-2011



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- FOUND CONCRETE MONUMENT SET (TXDOT TYPE I)
- 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
- P.O.B.
- P.O.C.
- P.C.
- P.T.
- CHB
- CHD
- B.L.
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL PUBLIC 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



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

Signature
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF 2-00-2011

REVISED: NOVEMBER, 2010



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
JOHN B. SCHNEIDER
PARCEL 109 A
PAGE 3 OF 4

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 AF9537) 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 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 A	10.22	445,183	2.108	91,836			8.112	353,347

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

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.

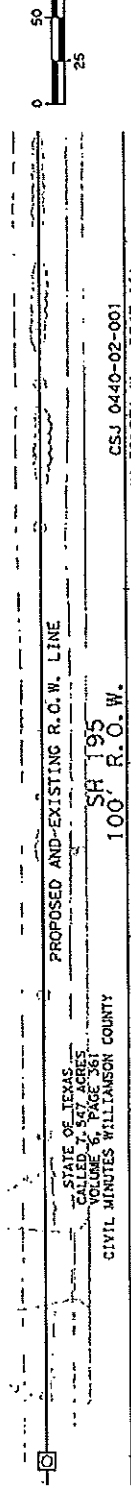
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) 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 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 A	10.22	445,183	2.108	91,836			8.112	353,347

200

100

SCALE IN FEET



STATE OF TEXAS
 CALLED 8.997 ACRES
 VOLUME 6 PAGE 362
 CIVIL MINUTES WILLAMSON COUNTY
 EXISTING R.O.W. LINE
 PROPOSED BASELINE
 SEE DETAIL "A"
 SEE DETAIL "E"
 SEE DETAIL "D"
 (N 58° 23' W 5647.1')
 190+00
 (STA 190+00.00)
 S 59° 50' 49" E 626.36'
 S 59° 51' 45" E
 1658+00

1630-00
CALLED 1.00 ACRES
JOHN CAHILL AND WIFE,
DEBRA CAHILL
DOCUMENT NO. 2000054348
AUGUST 16, 2000
W.C.O.P.R.
S 147.82° E 56.18' W
S 149.31° E 55.19' W
N 223.80' W

(109 A)

PROPOSED R.O.W. LINE
N 59° 39' 26" W 667.84'

STA 1657+91.77
122.84' RT.

CALLED 1.00 ACRES
JANIS JOHNSON
RICHARD W. JOHNSON
DOCUMENT NO. 2005049663
MAY 20, 2010
W. C. O. P. R.

CALLED 10.22 ACRES
JOHN B. SCHNEIDERS
DOCUMENT NO. 210706327
MAY 20, 2010
W. C. O. P. R.

P.O. B.
PARCEL 109 A
S.A. 15.24 ACRES
120.44 RT.

P.O. C
PARCEL 109 B

N 59° 31' 26" E
62.66'

0 100 200
FEET

EXHIBIT

STA. 1650+33.19
 175.04' RT.
 SH 195
 EXISTING R.O.W. LINE
 CALLED 0.99 ACRES
 JANIS JOHNSON &
 RICHARD W. JOHNSON
 VOL. 92B, PAGE 98
 JULY 18, 1983
 CALLED 0.11 ACRES
 JANIS JOHNSON &
 RICHARD W. JOHNSON
 VOL. 92B, PAGE 98
 JULY 18, 1983
 N 44° 56' 17" W
 254.2'
 15° 45' 00" W
 CALLED 2.24 ACRES
 JANIS JOHNSON &
 RICHARD W. JOHNSON
 VOL. 889, PAGE 756
 SEPTEMBER 20, 1982
 W. C. D. R.

SH 195

EXISTING
R.O.W. LINE

S 79° 31' 10" E
3.21'

DETAIL "D"
N.T.S.

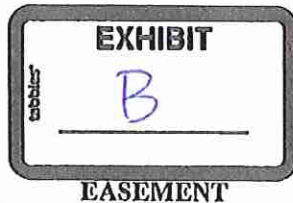
DETAIL "E"
N.T.S.

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

REVISED: NOVEMBER, 2010

[illegible]

STATE OF TEXAS
COUNTY OF WILLIAMSON



0.3080 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.3080 ACRE (13,415 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.22 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO JOHN B. SCHNEIDER AND RECORDED IN DOCUMENT NO. 2010030327 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 10.22 acres tract, same being the east corner of a called 1.00 acre tract as described in a General Warranty Deed with Vendor's Lien in Favor of Third Party to Debra Cahill and John Cahill and recorded in Document No. 2000054348 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 10.22 acres tract, same being the southeast line of said 1.00 acre Cahill tract, S59°35'31"W a distance of 161.58 feet to the intersection of said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, crossing said 10.22 acres tract with said proposed southwest right-of-way line of SH195, S59°39'26"E a distance of 667.75 feet to the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said 10.22 acres tract, same being the northwest line of a called 1.00 acre tract as described in a Warranty Deed to Janis Johnson and husband, Richard W. Johnson and recorded in Document No. 2003049663 of said Official Public Records of Williamson County, Texas;

THENCE leaving said proposed southwest right-of-way line of SH195, with said southeast line of the 10.22 acres tract and said northwest line of the 1.00 acre Johnson tract, S44°56'18"W a distance of 20.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap found in said southeast line of the 10.22 acres tract for the west corner of said 1.00 acre Johnson tract bears S44°56'18"W a distance of 233.56 feet;

THENCE leaving said southeast line of the 10.22 acres tract and said northwest line of the 1.00 acre Johnson tract, crossing said 10.22 acres tract, N59°39'26"W a distance of 673.74 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, and from which a 1/2-inch iron rod found in said northwest line of the 10.22 acres tract for the south corner of said 1.00 acre Cahill tract bears S59°35'31"W a distance of 39.78 feet;

THENCE with said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, N59°35'31"E a distance of 22.92 feet to said **POINT OF BEGINNING** and containing 0.3080 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

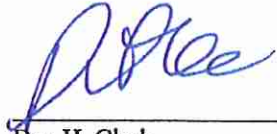
COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24rd day of March 2011, 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

3/24/2011

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-109A-26903.dgn, dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

Parcel 109A
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, JOHN B. SCHNEIDER, Trustee of the JBS Heritage Trust, 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 tract of land containing a total of 2.108 acres, 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 109A).

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 sulphur, in and under the land herein conveyed but waives 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 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.

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 _____, 2012.

GRANTOR:

John B. Schneider,
Trustee of the JBS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John B. Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



ELECTRIC UTILITY EASEMENT
SH195

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

THAT JOHN B. SCHNEIDER, TRUSTEE OF THE JBS HERITAGE TRUST, Grantor, for good and valuable in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, 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 ("Easement") 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, Texas, to-wit:

All of that certain 0.3080 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 109A-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.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, 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; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

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, through or under Grantor, but not otherwise.

WITNESS our hands this _____ day of _____, 2012.

[signature page follows]

GRANTOR:

John B. Schneider,
Trustee of the JBS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

28

202

COUNTY OF WILLIAMSON

202

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John B. Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:



WATER LINE EASEMENT

SH195

STATE OF TEXAS

20

202

COUNTY OF WILLIAMSON

3

DATE: _____, 2012

GRANTOR: John B. Schneider, Trustee of the JBS Heritage Trust

GRANTOR'S MAILING ADDRESS:

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Williamson County, Texas 76527

CONSIDERATION: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate eighteen months after Grantee begins construction of the initial authorized improvements in the Water Line Easement or on the two year anniversary of the execution of this Water Line Easement, whichever occurs first. After the termination of the Temporary Construction Easement, Grantee agrees to provide a release of the Temporary Construction Easement upon the request of Grantor, Grantor's successors, and assigns, within ten (10) business days from said request. Any construction, reconstruction or repair activities

undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.3080 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 109A-WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.4671 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

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. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. 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 paving and all 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 only those water supply lines, service lines and associated appurtenances located below the surface, 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 located below the surface of the easement. In the event the lines are abandoned, any above ground appurtenances or facilities must be removed promptly upon request of Grantor.

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 and Temporary Construction Easement Tract, including paving, 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 initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction 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, parking spaces, landscaping, signage, irrigation, 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) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. 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 and Temporary Construction 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, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction 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 and Temporary Construction 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 Temporary Construction 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 Temporary Construction 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 _____, 2012.

GRANTOR:

John B. Schneider,
Trustee of the JBS Heritage Trust

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by John B. Schneider, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.3080 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.3080 ACRE (13,415 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.22 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO JOHN B. SCHNEIDER AND RECORDED IN DOCUMENT NO. 2010030327 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 10.22 acres tract, same being the east corner of a called 1.00 acre tract as described in a General Warranty Deed with Vendor's Lien in Favor of Third Party to Debra Cahill and John Cahill and recorded in Document No. 2000054348 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 10.22 acres tract, same being the southeast line of said 1.00 acre Cahill tract, S59°35'31"W a distance of 161.58 feet to the intersection of said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, crossing said 10.22 acres tract with said proposed southwest right-of-way line of SH195, S59°39'26"E a distance of 667.75 feet to the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said 10.22 acres tract, same being the northwest line of a called 1.00 acre tract as described in a Warranty Deed to Janis Johnson and husband, Richard W. Johnson and recorded in Document No. 2003049663 of said Official Public Records of Williamson County, Texas;

THENCE leaving said proposed southwest right-of-way line of SH195, with said southeast line of the 10.22 acres tract and said northwest line of the 1.00 acre Johnson tract, S44°56'18"W a distance of 20.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap found in said southeast line of the 10.22 acres tract for the west corner of said 1.00 acre Johnson tract bears S44°56'18"W a distance of 233.56 feet;

THENCE leaving said southeast line of the 10.22 acres tract and said northwest line of the 1.00 acre Johnson tract, crossing said 10.22 acres tract, N59°39'26"W a distance of 673.74 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, and from which a 1/2-inch iron rod found in said northwest line of the 10.22 acres tract for the south corner of said 1.00 acre Cahill tract bears S59°35'31"W a distance of 39.78 feet;

THENCE with said northwest line of the 10.22 acres tract and said southeast line of the 1.00 acre Cahill tract, N59°35'31"E a distance of 22.92 feet to said **POINT OF BEGINNING** and containing 0.3080 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24rd day of March 2011, 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

3/24/2011

ADDITIONAL NOTES:

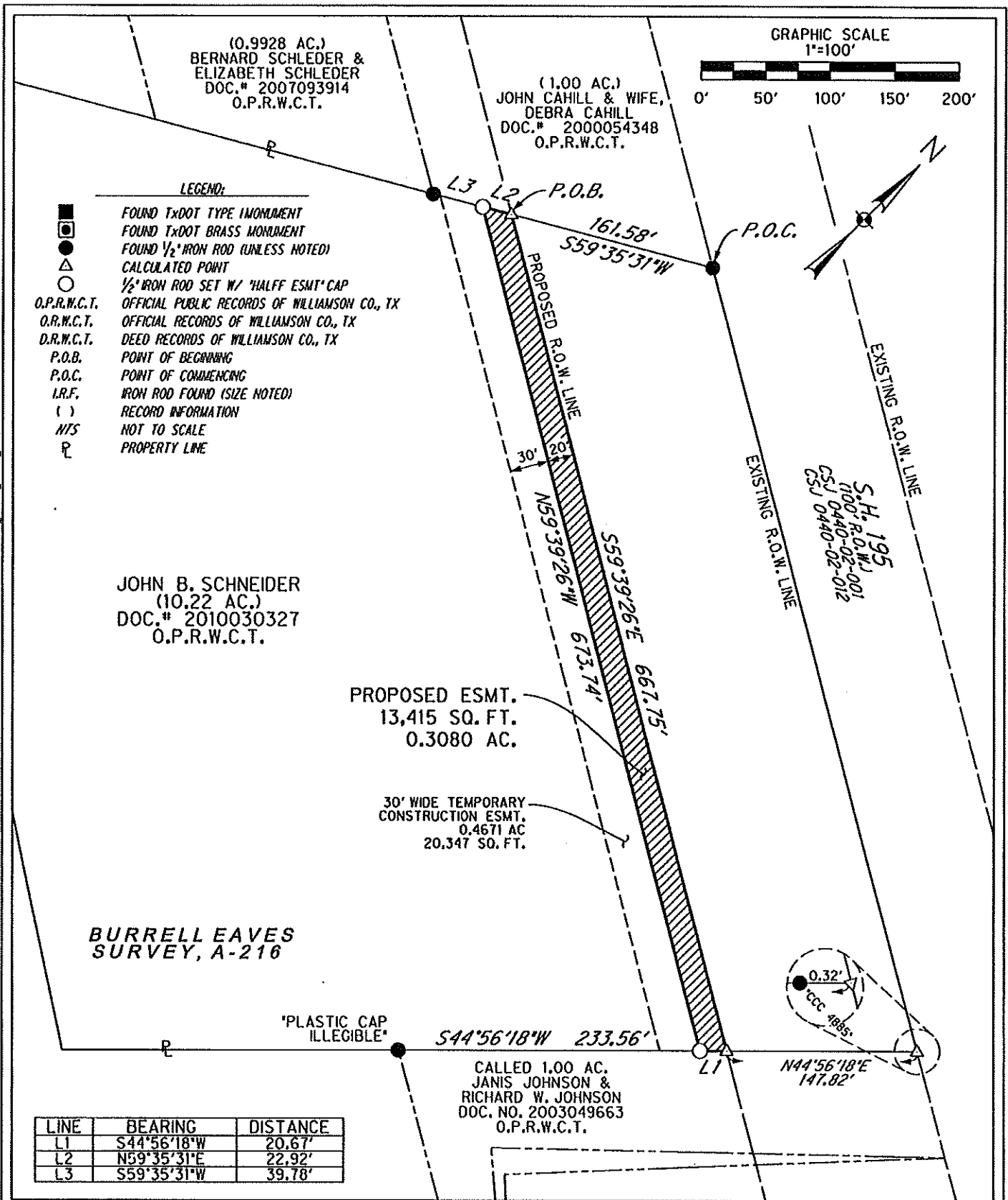
1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-109A-26903.dgn, dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

2W_102235_8-5x11_PW.dwg

A

I:\26903\A-26903\CADD\Survey\VECH-109A-26903.dwg

3/24/2011 3:32:28 PM



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

**SH 195 UTILITY
EASEMENT FOR
PARCEL 109 A**

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109-A-26903.doc

3 of 3

Commissioners Court - Regular Session**26.****Meeting Date:** 05/08/2012

SH 195 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a Real Estate Contract with W. Charles Schneider A/K/A Wilford Charles Schneider, Individually and as Trustee for the WCS Heritage Trust, Janis K. Johnson F/K/A Jan Schneider, Individually and as Trustee of the JHJ Heritage Trust, and John B. Schneider A/K/A John Behrens Schneider, Individually and as Trustee of the JBS Heritage Trust for ROW needed on SH 195. (PARCEL 109)

Background

AttachmentsSchneider 109 Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:16 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:32 AM
	Final Approval Date: 05/03/2012	

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between W. CHARLES SCHNEIDER A/K/A WILFORD CHARLES SCHNEIDER, Individually and as Trustee of the WCS Heritage Trust, JANIS K. JOHNSON F/K/A JAN SCHNEIDER, Individually and as Trustee of the JKJ Heritage Trust, and JOHN B. SCHNEIDER A/K/A JOHN BEHRENS SCHNEIDER, Individually and as Trustee of the JBS Heritage Trust, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of those certain two tracts of land containing a total of 0.733 acre, 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 109, Part 1-2); and

Electric utility easement and Waterline easement interest in, under and across all of those certain three tracts of land containing a total of 0.3573 acre, 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 "B", attached hereto and incorporated herein (Parcel 109UE, Part 1-3); and

Temporary construction easement interest for waterline facility installation in, under and across all of those certain three tracts of land containing a total of 0.1058 acre, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described on the sketch which accompanies the metes and bounds description in Exhibit "B", attached hereto and incorporated herein (Parcel 109TCE, Part 1-3)

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 Exhibit "A", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of FOURTEEN THOUSAND and 00/100 Dollars (\$14,000.00).

2.01.1 The purchase price for the electric easement interest, waterline easement interest, and temporary construction easement interest in the Property described in Exhibit "B" shall be the sum of TWO THOUSAND TWO HUNDRED ONE and 00/100 Dollars (\$2,201.00).

As consideration for the execution of certain Possession and Use Agreements between the parties recorded in Document Nos. 2011024632 and 2011033202 of the Real Property Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$59,215, which amounts were specifically agreed to be credited or offset against any final purchase price or condemnation acquisition payment. **Therefore, Purchaser is now now due and owing from the Seller a refund from the Purchase Price in the amount of FORTY THREE THOUSAND FOURTEEN AND 00/100 Dollars (\$43,014.00) in connection with the Closing of this Contract.**

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 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.

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 May 7, 2012, 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 Exhibit "A", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in the Property described in Exhibit "B", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in the Property described in Exhibit "B", 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 "C" attached hereto. The electric utility easement shall be in the form as shown in Exhibit "D" attached hereto. The waterline 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 Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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.

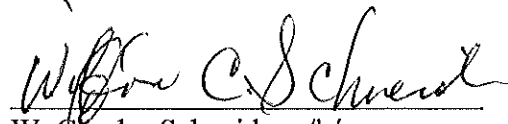
Effective Date

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

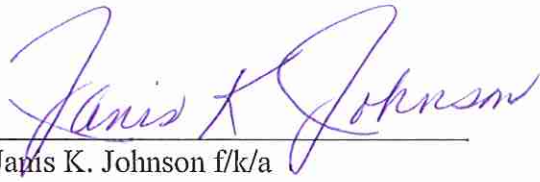
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:


W. Charles Schneider a/k/a
Wilford Charles Schneider, Individually and
as Trustee of the WCS Heritage Trust

Date: 4-19-2012

Address: P.O. Box 300
Knippa Tex
78870



Janis K. Johnson f/k/a
Jan Schneider, Individually and
as Trustee of the JKJ Heritage Trust

Date: _____

Address: _____

John B. Schneider a/k/a
John Behrens Schneider, Individually and
as Trustee of the JBS Heritage Trust

Date: _____

Address: _____

PURCHASER:

COUNTY OF WILLIAMSON


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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

Janis K. Johnson f/k/a
Jan Schneider, Individually and
as Trustee of the JKJ Heritage Trust

Date: _____

Address: _____



John B. Schneider a/k/a
John Behrens Schneider, Individually and
as Trustee of the JBS Heritage Trust

Date: 4-19

Address: P.O. Box 908

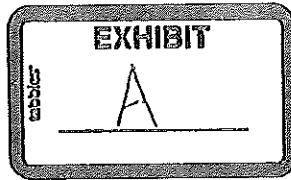
FLATONIA, TX 78941

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 6
February 10, 2011

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 109

BEING a 0.733 acre (31,957 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 0.733 acre tract of land is out of and a part of a 419.34 acre tract conveyed by Gladys Queen to Wilford E. Schneider and wife, Mary Schneider, by deed recorded August 4, 1970 in Volume 528, Page 590, of the Deed Records of Williamson County, Texas, said 0.733 acre tract of land is further described by metes and bounds as follows:

PART 1

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVEYING, INC." set for the northwest corner of the above referenced 419.34 acre tract and for the southwest corner of another 419.34 acre tract of land conveyed by Gladys Queen to Gladys A. Garland and Hugh Clark Garland, III, et al, by deed recorded October 30, 1992 in Volume 2210, Page 672 of the Official Records of Williamson County, Texas, said point is located 5631.69 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1621+02.60;

THENCE North 59° 47' 54" East with the common line of the two 419.34 acre tracts for a distance of 6303.46 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 120.00 feet right of Proposed SH 195 Baseline Station 1648+66.47, from which a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap stamped "Witness" set bears South 59° 47' 54" West a distance of 300.00 feet;

1. THENCE North 59° 47' 54" East continuing with said common line for a distance of 161.48 feet to a calculated point in the existing southwest right of way line of SH 195 for the common corner of the said 419.34 acre tracts, from which a 1/2 inch iron rod found for witness bears South 59° 47' 55" West a distance of 0.44 feet;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 34.52 feet to a calculated point for the north corner of a

EXHIBIT _____

1.00 acre tract of land conveyed by Steven L. Prayter and wife, Ronda Prayter, to John Cahill and wife, Debra Cahill, by deed recorded August 16, 2000 as Document No. 2000054348 of the Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found bears South 47° 11' 07" West a distance of 0.81 feet;

3. THENCE South 59° 47' 54" West with the northwest line of the said 1.00 acre tract for a distance of 161.47 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1649+00.99;
4. THENCE North 59° 51' 45" West with the proposed southwest right of way line of SH 195 for a distance of 34.52 feet to the POINT OF BEGINNING, said described tract containing 0.111 acres (4,845 square feet) of land, more or less.

NOTE: All of the above described part lies completely in a 30 feet access easement conveyed to Heirs of R. S. Salyer and Irys Salyer by instrument recorded in Volume 824, Page 97, of the Deed Records of Williamson County, Texas. The referenced easement appears to be a private road, said road is known as Bonnet Lane.

PART 2

COMMENCING at a 1/2 inch iron rod with a plastic cap found for the south corner of a 11.17 acre tract conveyed by Wilford C. Schneider, et al to Wilford C. Schneider, by deed recorded May 10, 2010 as Document No. 2010030328 of the Official Public Records of Williamson County, Texas, said 11.17 acre tract being previously conveyed out of the referenced 419.34 acre tract, said rod is located 516.32 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1670+56.19;

THENCE North 30° 11' 59" East with the southeast line of the said 11.17 acre tract for a distance of 360.02 feet to a 5/8 inch iron rod with 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 158.05 feet right of Proposed SH 195 Baseline Station 1670+20.78;

1. THENCE North 30° 11' 59" East continuing with the southeast line of the said 11.17 acre tract for a distance of 210.85 feet to a 1/2" iron rod found on the existing southwest right of way line of SH 195 for the east or northeast corner of the said 11.17 acre tract;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 120.04 feet to a 1/2" iron rod found for the north or northwest corner of a 12.54 acre tract of land conveyed by Wilford Schneider, et

EXHIBIT _____

al, to Janis K. Johnson, by deed recorded May 10, 2010 in Document No. 20010030329, of said Official Public Records;

3. THENCE South 30° 12' 10" West with the west line of the said 12.54 acre tract for a distance of 240.91 feet to a 5/8 inch iron rod with TxDOT aluminum cap set on the proposed southwest right of way line of SH 195, said rod is located 176.06 feet right of Proposed SH 195 Baseline Station 1671+43.17;
4. THENCE North 45° 46' 53" West with the proposed southwest right of way line of SH 195 for a distance of 123.71 feet to the POINT OF BEGINNING, said described tract containing 0.622 acres (27,112 square feet) of land, more or less.

PARCEL SUMMARY

Part 1 = 4,845 square feet = 0.111 acres
Part 2 = 27,112 square feet = 0.622 acres
Total = 31,957 square feet = 0.733 acres

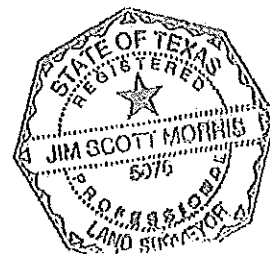
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) 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 1.00012.

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

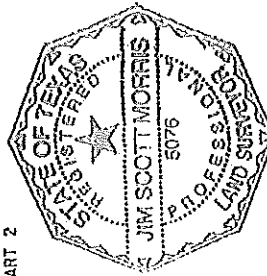
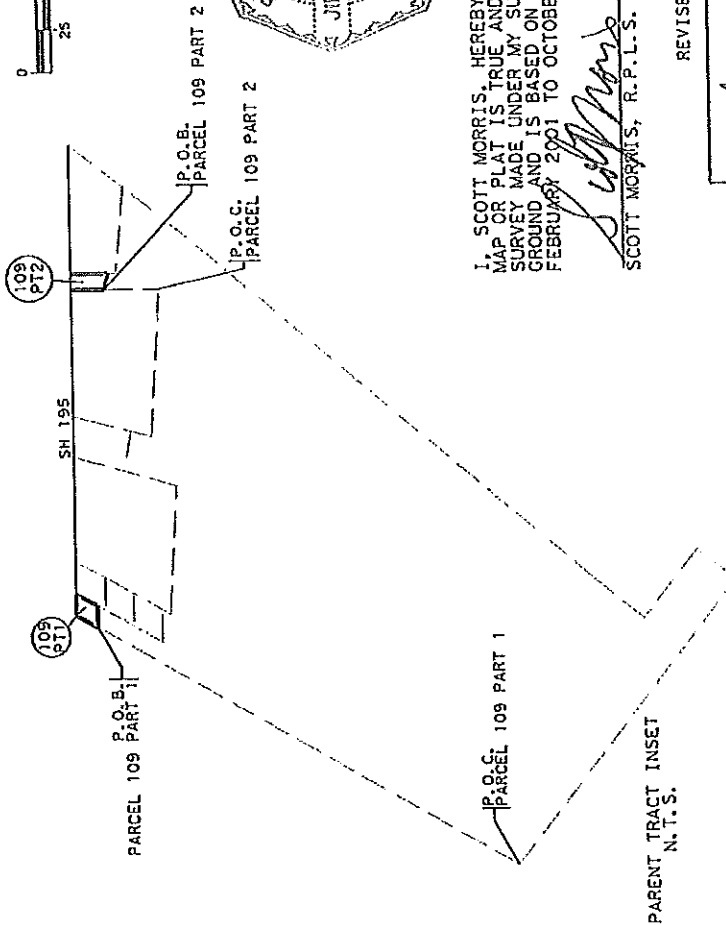
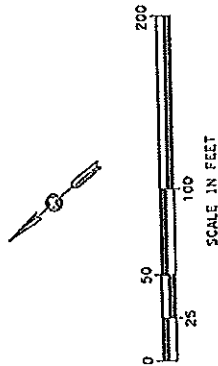
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 2-10-2011



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 DENTAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CHD CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



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 2-10-2011
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD E. SCHNEIDER, AND
WIFE MARY SCHNEIDER
PARCEL 109, PARTS 1 & 2
PAGE 4 OF 6

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

NOTES:

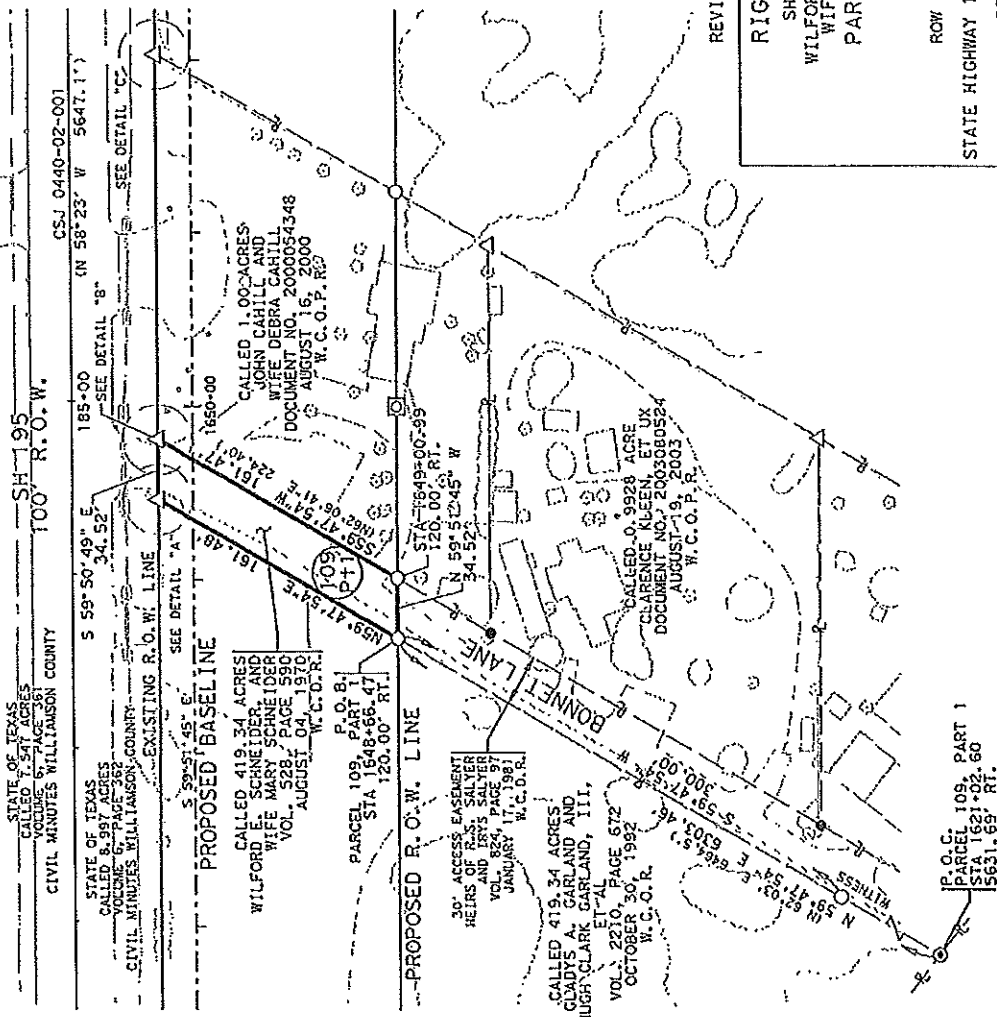
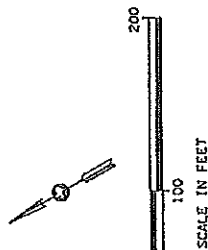
1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY: DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

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 AF9537) 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 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 PT1			0.111	4,845				
109 PT2	419.34	18,266,450	0.622	27,112			418.607	18,234,493

BURRELL EAVES SURVEY, A-216

EXHIBIT



REVISED: NOVEMBER, 2010

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD E. SCHNEIDER AND
WIFE MARY SCHNEIDER
PARCEL 109 PART 1

PAGE 5 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

BURRELL EAVES SURVEY, A-216

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

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

SH 195
100' R.O.W.

CSJ 0440-02-001
(N 58°23' W 5647.1')

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

EXISTING R.O.W. LINE

MATCHLINE STA 1677+00

SEE PAGE 12

MATCHLINE STA 1668+00

SEE PAGE 10

PROPOSED BASELINE

PROPOSED R.O.W. LINE

3/4" IRON ROD SET
WITH ALUMINUM TPOOT
STAMPED "A.C.P.
END OF PROPOSED
ACCESS/DENIAL LINE
STA 1676+40.00
245.21' RT.

CALLED 12.54 ACRES
JANIS K. JOHNSON
DOCUMENT NO. 2010030329
MAY 10, 2010
W.C.O.P.R.

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

CALLED 11.17 ACRES
WILFORD C. SCHNEIDER
DOCUMENT NO. 2010030328
MAY 10, 2010
W.C.O.P.R.

P.O.C.
PARCEL 109, PART 2
STA 1670+56.19
516.32' RT.

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD E. SCHNEIDER AND
WIFE MARY SCHNEIDER
PARCEL 109 PART 2

PAGE 6 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

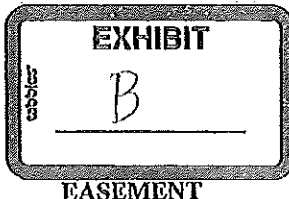
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

REVISED: NOVEMBER, 2010



STATE OF TEXAS
COUNTY OF WILLIAMSON

0.1058 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF THREE TRACTS TOTALING 0.1058 ACRE, BEING A 0.0160 ACRE (695 SQUARE FEET) TRACT, A 0.0568 ACRE (2,474 SQUARE FEET) TRACT, AND A 0.0330 ACRE (1,438 SQUARE FEET) TRACT, ALL SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING PORTIONS OF A CALLED 326 ACRES REMAINDER TRACT AS DESCRIBED IN A DISTRIBUTION DEED TO WILFORD C. SCHNEIDER, JOHN B. SCHNEIDER, AND JANIS K. JOHNSON AND RECORDED IN DOCUMENT NO. 2010030325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

0.0160 ACRE (695 SQUARE FEET) TRACT:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 326 acres remainder tract, same being the east corner of a called 417.81 acres tract as described in a Warranty Deed to FWD Property Investors L.P. and recorded in Document No. 2010037193 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 326 acres remainder tract, same being the southeast line of said 417.81 acres tract, S59°47'54"W a distance of 161.48 feet to a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found at the intersection of said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract, crossing said 326 acres remainder tract with said proposed southwest right-of-way line of SH195, S59°51'46"E a distance of 34.77 feet to the intersection of said proposed southwest right-of-way line of SH195 with the northwest line of a called 1.00 acre tract as described in a General Warranty Deed with Vendor's Lien in Favor of Third Party to Debra Cahill and John Cahill and recorded in Document No. 2000054348 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod found in said existing southwest right-of-way line of SH195 for the north corner of said 1.00 acre tract, bears N59°47'06"E a distance of 161.45 feet;

THENCE leaving said proposed southwest right-of-way line of SH195, with said northwest line of the 1.00 acre tract, S59°47'06"W a distance of 23.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod found for the west corner of said 1.00 acre tract bears S59°47'06"E a distance of 40.46 feet;

THENCE leaving said northwest line of the 1.00 acre tract, crossing said 326 acres remainder tract, N59°51'45"W a distance of 34.78 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract;

THENCE with said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract, N59°47'54"E a distance of 23.02 feet to said **POINT OF BEGINNING** and containing 0.0160 acre.

0.0568 ACRE (2,474 SQUARE FEET) TRACT:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in said existing southwest right-of-way line of SH195, for the north corner of a called 12.54 acres tract as described in a Special Warranty Deed to Janis K. Johnson, Trustee and recorded in Document No. 2010030329 of said Official Public Records of Williamson County, Texas;

THENCE leaving said southwest right-of-way line of SH195, with the northwest line of said 12.54 acres tract, S30°12'21"W a distance of 240.91 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said northwest line of the 12.54 acres tract with said proposed southwest right-of-way line of SH195, a varying width right-of-way, for the **POINT OF BEGINNING** of the tract described herein;

CONTINUING with said northwest line of the 12.54 acres tract, S30°12'21"W a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the west corner of said 12.54 acres tract bears S30°12'21"W a distance of 339.35 feet;

THENCE leaving said northwest line of the 12.54 acres tract, crossing said 326 acres remainder tract, N45°46'53"W a distance of 123.70 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set in the southeast line of a called 11.17 acres tract as described in a Special Warranty Deed to Wilford C. Schneider, Trustee and recorded in Document No. 2010030328 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the south corner of said 11.17 acres tract bears S30°11'59"W a distance of 339.41 feet;

THENCE with said southeast line of the 11.17 acres tract, N30°11'59"E a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said southeast line of the 11.17 acres tract with said proposed southwest right-of-way of SH195, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in said existing right-of-way of SH195 for the east corner of said 11.17 acre tract bears N30°11'59"E a distance of 210.85 feet;

THENCE leaving said southeast line of the 11.17 acres tract, crossing said 326 acres remainder tract with said proposed southwest right-of-way line of SH195, S45°46'53"E a distance of 123.70 feet to said **POINT OF BEGINNING** and containing 0.0568 acre.

0.0330 ACRE (1,438 SQUARE FEET) TRACT:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in the southeast line of said 326 acre tract, same being the northwest line of a called 5.90 acres tract as described in a Correction Special Warranty Deed to Shell-Hwy. 195, LLC and recorded in Document No. 2010016401 of said Official Public Records of Williamson County, Texas, for the south corner of said 12.54 acres tract;

THENCE with said southeast line of the 326 acres remainder tract and said northwest line of the 5.90 acres tract, S68°46'25"W a distance of 10.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found in said southeast line of the 326 acres remainder tract for the west corner of said 5.90 acres tract, bears S68°46'25"W a distance of 48.95 feet;

THENCE leaving said southeast line of the 326 acres remainder tract and said northwest line of the 5.90 acres tract, crossing said 326 acres remainder tract the following two (2) courses and distances:

1. N54°09'23"W a distance of 206.83 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point, and
2. N45°46'53"W a distance of 25.72 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the southwest line of said 12.54 acres tract;

THENCE with said southwest line of the 12.54 acres tract, S55°24'33"E a distance of 238.13 feet to said **POINT OF BEGINNING** and containing 0.0330 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 October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24th day of March 2011,
A.D.

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

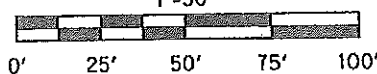


 3/24/2011
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with survey drawings prepared by Halff Associates, Inc. titled VEXH-109 Part I-26903.dgn, VEXH-109 Part II-26903.dgn, and VEXH-109 Part III-26903.dgn, all dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

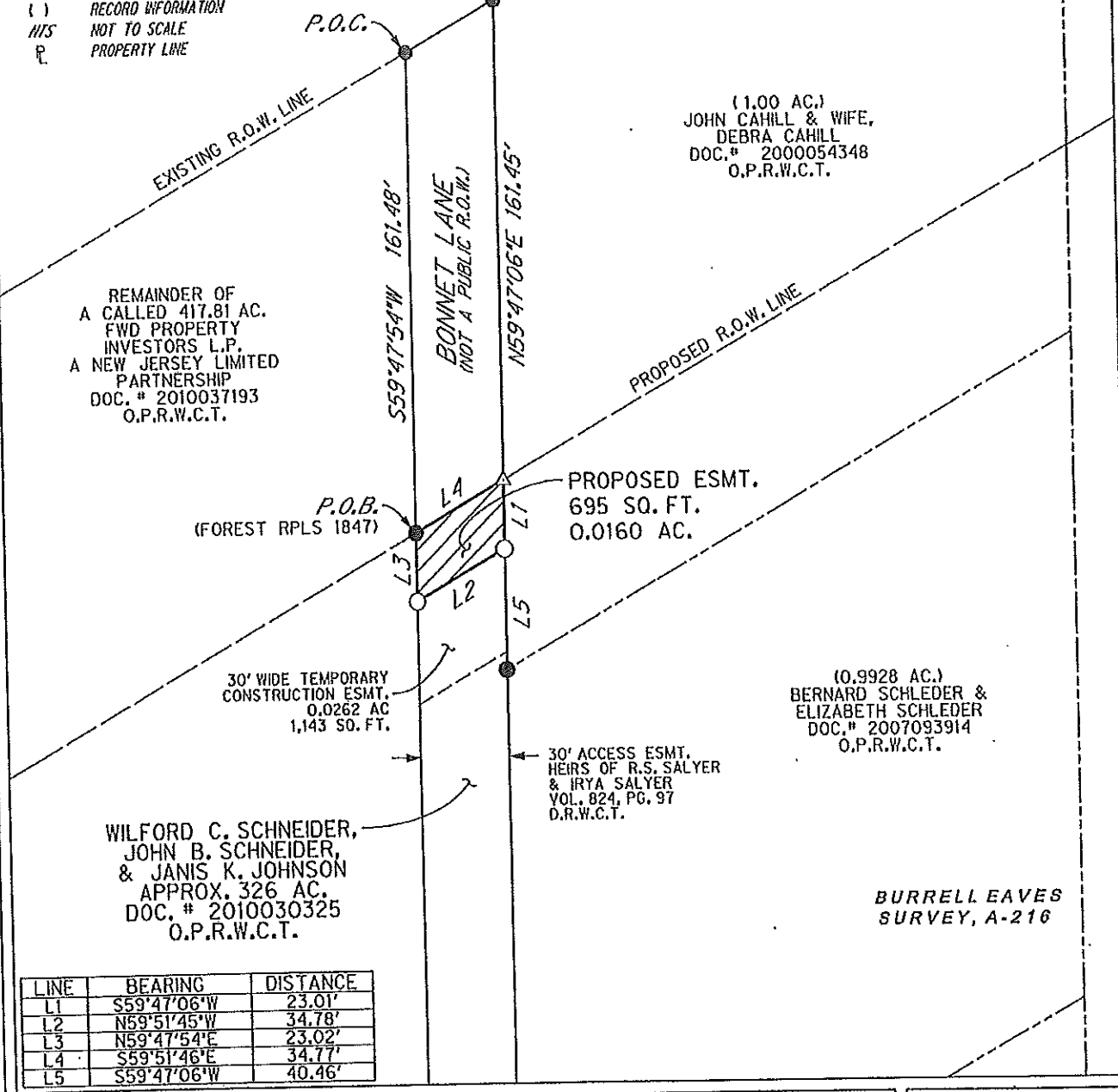
GRAPHIC SCALE
1"=50'



LEGEND:

- ◻ FOUND TxDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 1/4" HALF ESMT* CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- HTS NOT TO SCALE
- ℙ PROPERTY LINE

S.H. 195
(100' R.O.W.)
CSJ 0440-02-001
CSJ 0440-02-012



LINE	BEARING	DISTANCE
L1	S59°47'06"W	23.01'
L2	N59°51'45"W	34.78'
L3	N59°47'54"E	23.02'
L4	S59°51'46"E	34.77'
L5	S59°47'06"W	40.46'



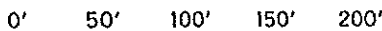
HALFF
4630 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5359
TEL (512) 262-8184
FAX (512) 262-8141

**SH 195 UTILITY
EASEMENT FOR
PARCEL 109 PART I**

Project No.: 26903
Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

2W_103225_8-5041_FW.plt
PART I
C:\5000a\26903\CD\DD\Survey\EXH-109-26903.dgn
3/24/2011 3:52:58 PM



(RPLS 5617)

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

S30°11'59"W 339.41'

REMAINDER OF
CALLED 419.34 AC.
VOL. 528, PAGE 590
D.R.W.C.T.

399.35'
S30°12'21"W





05/

PLS 5617A

(RPLS 5617)

LINE	BEARING	DISTANCE
L1	S30°12'21"W	20.61'
L2	N45°46'53"W	123.70'
L3	N30°11'59"E	20.61'
L4	N45°46'53"W	123.70'

LEGEND:

- | | |
|---|---|
|  | FOUND TxDOT TYPE 1 MONUMENT |
|  | FOUND TxDOT BRASS MONUMENT |
|  | FOUND 1/2" IRON ROD (UNLESS NOTED) |
|  | 1/2" IRON ROD SET W/ "HIALFF ESMT" CAP |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX |
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON CO., TX |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P | PROPERTY LINE |



HALFF®

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY

**EASEMENT FOR
PARCEL 109 PART II**

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

5 of 6

ZW_IR3235_8-5x11_FW.plt

PART II

www.burda.com

3/24/2011 3:53:30 PM

WILFORD C. SCHNEIDER,
ET AL
APPROX. 326 AC.
DOC. NO. 2010030325
O.P.R.W.C.T.

REMAINDER OF
CALLED 419.34 AC.
VOL. 528, PAGE 590
D.R.W.C.T.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
0.2459 AC
9,404 SQ. FT.

PROPOSED ESMT.
1,438 SQ. FT.
0.0330 AC.

(RPLS 5784)

P.O.B.
(RPLS 5617)

SHELL HWY.
195 LLC
REMAINDER OF
A CALLED
5.90 ACRES
TRACT DOC. #
2010016401
O.P.R.W.C.T.

STATE OF TEXAS
3.687 ACRES
DOC. # 2010016408
O.P.R.W.C.T.

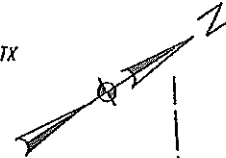
BURREL LEAVES
SURVEY, A-216
W. ROBERT S.
SURVEY, A-524

LINE	BEARING	DISTANCE
L1	S68°46'25"W	10.67'
L2	N45°46'53"W	25.72'
L3	S68°46'25"W	48.95'

JANIS K. JOHNSON,
TRUSTEE
12.54 AC.
DOC. NO. 2010030329
O.P.R.W.C.T.

GRAPHIC SCALE
1"=100'

0' 50' 100' 150' 200'



PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

S.H. 195
100' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5159
TEL (512) 252-8154
FAX (512) 252-8141

SH 195 UTILITY
EASEMENT FOR
PARCEL 109 PART III

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

6 of 6

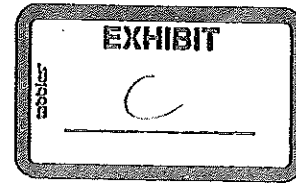
2011 03 24 3:41 PM

PART III

\\p03006-1250620-001\Survey\109-26903.dgn

3/24/2011 3:53:41 PM

Parcel 109
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, W. CHARLES SCHNEIDER A/K/A WILFORD CHARLES SCHNEIDER, Individually and as Trustee of the WCS Heritage Trust, JANIS K. JOHNSON F/K/A JAN SCHNEIDER, Individually and as Trustee of the JKJ Heritage Trust, and JOHN B. SCHNEIDER A/K/A JOHN BEHRENS SCHNEIDER, Individually and as Trustee of the JBS Heritage Trust, 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 those certain two tracts of land containing a total of 0.733acre 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 109, Part 1-2).

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 sulphur, in and under the land herein conveyed but waives 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 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.

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 _____, 2012.

GRANTOR:

W. Charles Schneider a/k/a
Wilford Charles Schneider, Individually and
as Trustee of the WCS Heritage Trust

Janis K. Johnson f/k/a
Jan Schneider, Individually and
as Trustee of the JKJ Heritage Trust

John B. Schneider a/k/a
John Behrens Schneider, Individually and
as Trustee of the JBS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2012 by W. Charles Schneider a/k/a Wilford Charles Schneider, 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 _____, 2012 by Janis K. Johnson f/k/a Jan Schneider, 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 _____, 2012 by John B. Schneider a/k/a John Behrens Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

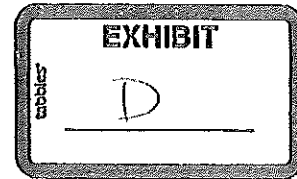
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



ELECTRIC UTILITY EASEMENT
SH195

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

THAT W. CHARLES SCHNEIDER A/K/A WILFORD CHARLES SCHNEIDER, Individually and as Trustee of the WCS Heritage Trust, JANIS K. JOHNSON F/K/A JAN SCHNEIDER, Individually and as Trustee of the JKJ Heritage Trust, and JOHN B. SCHNEIDER A/K/A JOHN BEHRENS SCHNEIDER, Individually and as Trustee of the JBS Heritage Trust, Grantor, for good and valuable in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, 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 ("Easement") 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 those certain three tracts of land containing a total of 0.1058 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 109-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.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, 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; and

(2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

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, through or under Grantor, but not otherwise.

WITNESS our hands this _____ day of _____, 2012.

[signature page follows]

GRANTOR:

W. Charles Schneider a/k/a
Wilford Charles Schneider, Individually and
as Trustee of the WCS Heritage Trust

Janis K. Johnson f/k/a
Jan Schneider, Individually and
as Trustee of the JKJ Heritage Trust

John B. Schneider a/k/a
John Behrens Schneider, Individually and
as Trustee of the JBS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2012 by W. Charles Schneider a/k/a Wilford Charles Schneider, 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 _____, 2012 by Janis K. Johnson f/k/a Jan Schneider, 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 _____, 2012 by John B. Schneider a/k/a John Behrens Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

the execution of this Water Line Easement, whichever occurs first. After the termination of the Temporary Construction Easement, Grantee agrees to provide a release of the Temporary Construction Easement upon the request of Grantor, Grantor's successors, and assigns, within ten (10) business days from said request. Any construction, reconstruction or repair activities undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of those certain three tracts of land containing a total of 0.1058 acre, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 109-WE).

The "Temporary Construction Easement Tract" is defined as a tract(s) of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of those certain three tracts of land containing a total of 0.3573 acre, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

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. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. 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 paving and all 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 only those water supply lines, service lines and associated appurtenances located below the surface, 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 located below the surface of the easement. In the event the lines are abandoned, any above ground appurtenances or facilities must be removed promptly upon request of Grantor.

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 and Temporary Construction Easement Tract, including paving, 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 initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction 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, parking spaces, landscaping, signage, irrigation, 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) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. 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 and Temporary Construction 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, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction 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 and Temporary Construction 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 Temporary Construction 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 Temporary Construction 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 _____, 2012.

GRANTOR:

W. Charles Schneider a/k/a
Wilford Charles Schneider, Individually and
as Trustee of the WCS Heritage Trust

Janis K. Johnson f/k/a
Jan Schneider, Individually and
as Trustee of the JKJ Heritage Trust

John B. Schneider a/k/a
John Behrens Schneider, Individually and
as Trustee of the JBS Heritage Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2012 by W. Charles Schneider a/k/a Wilford Charles Schneider, 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 _____, 2012 by Janis K. Johnson f/k/a Jan Schneider, 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 _____, 2012 by John B. Schneider a/k/a John Behrens Schneider, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.1058 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF THREE TRACTS TOTALING 0.1058 ACRE, BEING A 0.0160 ACRE (695 SQUARE FEET) TRACT, A 0.0568 ACRE (2,474 SQUARE FEET) TRACT, AND A 0.0330 ACRE (1,438 SQUARE FEET) TRACT, ALL SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING PORTIONS OF A CALLED 326 ACRES REMAINDER TRACT AS DESCRIBED IN A DISTRIBUTION DEED TO WILFORD C. SCHNEIDER, JOHN B. SCHNEIDER, AND JANIS K. JOHNSON AND RECORDED IN DOCUMENT NO. 2010030325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

0.0160 ACRE (695 SQUARE FEET) TRACT:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195 (SH195), a 100-foot wide right-of-way, for the north corner of said 326 acres remainder tract, same being the east corner of a called 417.81 acres tract as described in a Warranty Deed to FWD Property Investors L.P. and recorded in Document No. 2010037193 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the northwest line of said 326 acres remainder tract, same being the southeast line of said 417.81 acres tract, S59°47'54"W a distance of 161.48 feet to a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found at the intersection of said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, and being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract, crossing said 326 acres remainder tract with said proposed southwest right-of-way line of SH195, S59°51'46"E a distance of 34.77 feet to the intersection of said proposed southwest right-of-way line of SH195 with the northwest line of a called 1.00 acre tract as described in a General Warranty Deed with Vendor's Lien in Favor of Third Party to Debra Cahill and John Cahill and recorded in Document No. 2000054348 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod found in said existing southwest right-of-way line of SH195 for the north corner of said 1.00 acre tract, bears N59°47'06"E a distance of 161.45 feet;

THENCE leaving said proposed southwest right-of-way line of SH195, with said northwest line of the 1.00 acre tract, S59°47'06"W a distance of 23.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod found for the west corner of said 1.00 acre tract bears S59°47'06"E a distance of 40.46 feet;

THENCE leaving said northwest line of the 1.00 acre tract, crossing said 326 acres remainder tract, N59°51'45"W a distance of 34.78 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract;

THENCE with said northwest line of the 326 acres remainder tract and said southeast line of the 417.81 acres tract, N59°47'54"E a distance of 23.02 feet to said **POINT OF BEGINNING** and containing 0.0160 acre.

0.0568 ACRE (2,474 SQUARE FEET) TRACT:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in said existing southwest right-of-way line of SH195, for the north corner of a called 12.54 acres tract as described in a Special Warranty Deed to Janis K. Johnson, Trustee and recorded in Document No. 2010030329 of said Official Public Records of Williamson County, Texas;

THENCE leaving said southwest right-of-way line of SH195, with the northwest line of said 12.54 acres tract, S30°12'21"W a distance of 240.91 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said northwest line of the 12.54 acres tract with said proposed southwest right-of-way line of SH195, a varying width right-of-way, for the **POINT OF BEGINNING** of the tract described herein;

CONTINUING with said northwest line of the 12.54 acres tract, S30°12'21"W a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the west corner of said 12.54 acres tract bears S30°12'21"W a distance of 339.35 feet;

THENCE leaving said northwest line of the 12.54 acres tract, crossing said 326 acres remainder tract, N45°46'53"W a distance of 123.70 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the southeast line of a called 11.17 acres tract as described in a Special Warranty Deed to Wilford C. Schneider, Trustee and recorded in Document No. 2010030328 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found for the south corner of said 11.17 acres tract bears S30°11'59"W a distance of 339.41 feet;

THENCE with said southeast line of the 11.17 acres tract, N30°11'59"E a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "RODS" found at the intersection of said southeast line of the 11.17 acres tract with said proposed southwest right-of-way of SH195, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in said existing right-of-way of SH195 for the east corner of said 11.17 acre tract bears N30°11'59"E a distance of 210.85 feet;

THENCE leaving said southeast line of the 11.17 acres tract, crossing said 326 acres remainder tract with said proposed southwest right-of-way line of SH195, S45°46'53"E a distance of 123.70 feet to said **POINT OF BEGINNING** and containing 0.0568 acre.

0.0330 ACRE (1,438 SQUARE FEET) TRACT:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5617" found in the southeast line of said 326 acre tract, same being the northwest line of a called 5.90 acres tract as described in a Correction Special Warranty Deed to Shell-Hwy. 195, LLC and recorded in Document No. 2010016401 of said Official Public Records of Williamson County, Texas, for the south corner of said 12.54 acres tract;

THENCE with said southeast line of the 326 acres remainder tract and said northwest line of the 5.90 acres tract, S68°46'25"W a distance of 10.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found in said southeast line of the 326 acres remainder tract for the west corner of said 5.90 acres tract, bears S68°46'25"W a distance of 48.95 feet;

THENCE leaving said southeast line of the 326 acres remainder tract and said northwest line of the 5.90 acres tract, crossing said 326 acres remainder tract the following two (2) courses and distances:

1. N54°09'23"W a distance of 206.83 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point, and
2. N45°46'53"W a distance of 25.72 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the southwest line of said 12.54 acres tract;

THENCE with said southwest line of the 12.54 acres tract, S55°24'33"E a distance of 238.13 feet to said **POINT OF BEGINNING** and containing 0.0330 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 October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 24th day of March 2011,
A.D.

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



[Signature] 3/24/2011
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

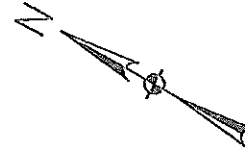
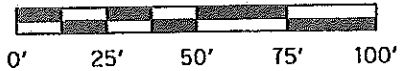
ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with survey drawings prepared by Halff Associates, Inc. titled VEXH-109 Part I-26903.dgn, VEXH-109 Part II-26903.dgn, and VEXH-109 Part III-26903.dgn, all dated March 24, 2011, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

LEGEND:

- FOUND TxDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ "HALFF ESMT" CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- N/TS NOT TO SCALE
- P PROPERTY LINE

GRAPHIC SCALE
1"=50'



S.H. 195
(100' R.O.W.)
CSJ 0440-02-001
CSJ 0440-02-012

P.O.C.

EXISTING R.O.W. LINE

REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

S59°47'54"W 161.48'

BONNET LANE
(NOT A PUBLIC R.O.W.)

N59°47'06"E 161.45'

(1.00 AC.)
JOHN CAHILL & WIFE,
DEBRA CAHILL
DOC. # 2000054348
O.P.R.W.C.T.

PROPOSED R.O.W. LINE

P.O.B.
(FOREST RPLS 1847)

PROPOSED ESMT.
695 SQ. FT.
0.0160 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
0.0262 AC
1,143 SQ. FT.

(0.9928 AC.)
BERNARD SCHLEDER &
ELIZABETH SCHLEDER
DOC. # 2007093914
O.P.R.W.C.T.

30' ACCESS ESMT.
HEIRS OF R.S. SLYER
& IRYA SLYER
VOL. 824, PG. 97
D.R.W.C.T.

WILFORD C. SCHNEIDER,
JOHN B. SCHNEIDER,
& JANIS K. JOHNSON
APPROX. 326 AC.
DOC. # 2010030325
O.P.R.W.C.T.

BURRELL EAVES
SURVEY, A-216

LINE	BEARING	DISTANCE
L1	S59°47'06"W	23.01'
L2	N59°51'45"W	34.78'
L3	N59°47'54"E	23.02'
L4	S59°51'46"E	34.77'
L5	S59°47'06"W	40.46'



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5350
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 109 PART I

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

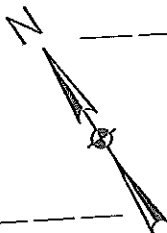
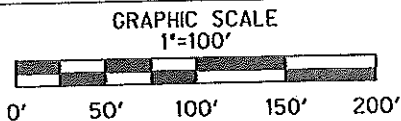
4 of 6

2W_R02235_5-SX11_FW.dwg

PART I

I:\26903\26903\CAAD\Survey\ESMT-A-109-26903.dgn

3/24/2011 3:32:58 PM

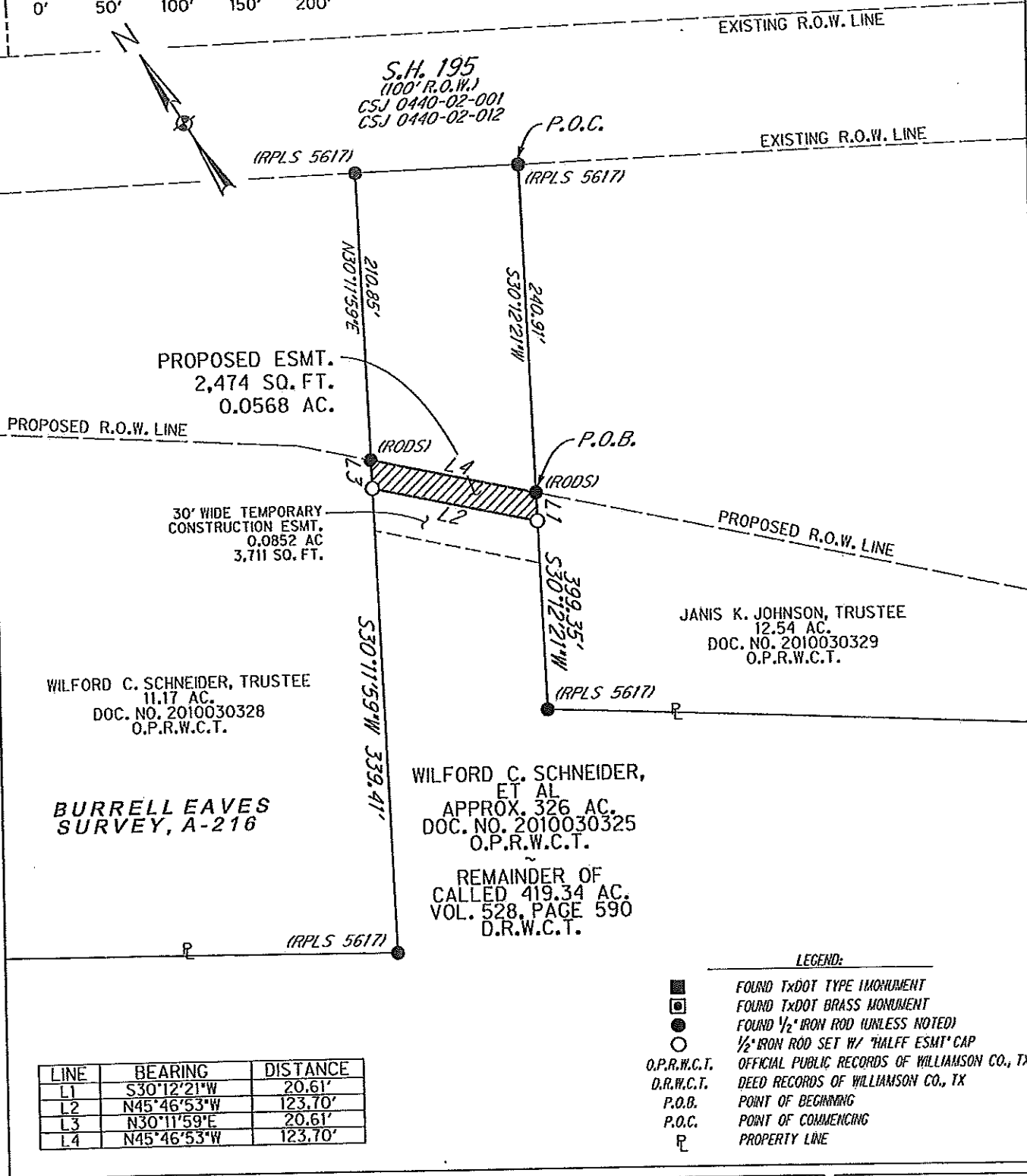


210, 02215, 9-5x11, FW.dwg

PART II

1:26903-109PTI-III-26903.dgn

3/24/2011 3:55:30 PM



HALFF

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

SH 195 UTILITY

EASEMENT FOR
PARCEL 109 PART II

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

5 of 6

WILFORD C. SCHNEIDER,
ET AL
APPROX. 326 AC.
DOC. NO. 2010030325
O.P.R.W.C.T.

REMAINDER OF
CALLED 419.34 AC.
VOL. 528, PAGE 590
D.R.W.C.T.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
0.2459 AC
9,404 SQ. FT.

PROPOSED ESMT.
1,438 SQ. FT.
0.0330 AC.

(RPLS 5784)

P.O.B.
(RPLS 5617)

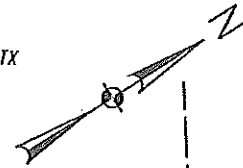
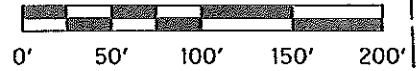
SHELL HWY.
195, LLC
REMAINDER OF
A CALLED
5.90 ACRES
TRACT DOC. #
2010016401
O.P.R.W.C.T.

STATE OF TEXAS
3.697 ACRES
DOC. # 2010016408
O.P.R.W.C.T.

LEGEND:

- FOUND 1/2" IRON ROD (UNLESS NOTED)
- 1/2" IRON ROD SET W/ 1/4" HALF ESMT" CAP
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- DEED RECORDS OF WILLIAMSON CO., TX
- POINT OF BEGINNING
- PROPERTY LINE

GRAPHIC SCALE
1"=100'



EXISTING R.O.W. LINE

S.H. 195
100' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

JANIS K. JOHNSON,
TRUSTEE
12.54 AC.
DOC. NO. 2010030329
O.P.R.W.C.T.

BURRELL LEAVES
SURVEY, A-216
W. ROBERTS
SURVEY, A-524

609.34'
N68°46'25"E

LINE	BEARING	DISTANCE
L1	S68°46'25"W	10.67'
L2	N45°46'53"W	25.72'
L3	S68°46'25"W	48.95'



HALFF

4030 WEST BRAXER LANE, SUITE 450
AUSTIN, TEXAS 78759-5355
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 109 PART III

Project No.: 26903

Issued: 3/24/2011

Accompanying file Name:
SV-LD-109PTI-III-26903.doc

6 of 6

Commissioners Court - Regular Session**27.****Meeting Date:** 05/08/2012

Great Oaks OConnor Amendment

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding authorizing County Judge to execute a SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT with Highland Six Twenty Residential, LTD. a Texas limited partnership regarding the reimbursement of construction costs incurred by Developer in relation to the extension of Great Oaks and O'Connor Blvd.

Background

AttachmentsHighland 620 Amendment**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2012 10:15 AM
Form Started By: Charlie Crossfield		Started On: 05/03/2012 09:36 AM
	Final Approval Date: 05/03/2012	

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT

This Second Amendment to Development Agreement and First Amendment to Possession and Use Agreement (this "**Amendment**") is made the Effective Date set forth below by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas ("**County**") and HIGHLAND SIX TWENTY RESIDENTIAL, LTD., a Texas limited partnership ("**Developer**").

RECITALS:

A. County and Developer entered into that certain Development Agreement dated July 17, 2007, providing for the construction of certain improvements to FM 620 and the extension of Great Oaks Drive through the HIGHLAND HORIZON SUBDIVISION as more particularly described in the Development Agreement.

B. By Amendment to Development Agreement effective March 29, 2011 (the "**First Amendment to Development Agreement**"), County and Developer agreed that Developer shall cause the extension of Great Oaks Boulevard to be completed, subject to County reimbursing the costs incurred by Developer in completing such extension by depositing the estimated cost of the construction of Great Oaks Boulevard with Gracy Title Company to be held and disbursed in accordance with the terms of an Escrow Agreement in the form attached as an exhibit to the First Amendment to Development Agreement (the above-described Development Agreement, as amended by said First Amendment to Development Agreement, is referred to herein as the "**Development Agreement**").

C. Concurrently with the execution of the First Amendment to Development Agreement, County and Developer entered into that certain Possession and Use Agreement also dated effective March 29, 2011 (the "**Possession Agreement**") with respect to certain real property required as right-of-way for the construction of O'Connor Blvd., which among other things provided for the conveyance of the right-of-way upon the deposit of the estimated cost of construction with Gracy Title Company under the above-described Escrow Agreement as provided in the First Amendment to Development Agreement.

D. County has advised Developer that County currently has the funds required to be deposited under the Escrow Agreement, but has requested Developer agree that instead of depositing such funds with Gracy Title Company to be disbursed as provided in the Escrow Agreement, County wishes to disburse the funds directly to Developer to reimburse the cost of the construction of Great Oaks Boulevard, and County and Developer desire to amend and modify the terms and provisions of the Development Agreement and the Possession Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements for the parties set forth herein, as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Developer agree as follows:

1. All capitalized terms used herein but not defined shall have the meanings assigned to them in the Development Agreement and/or the Possession Agreement.

2. Paragraphs 4, 5, 7 and 9 of the First Amendment to Development Agreement are hereby deleted in their entirety and the following are substituted in the place thereof:

4. County and Developer confirm and acknowledge that the County has commenced the construction of O'Connor Boulevard, and in connection with the construction of O'Connor Boulevard, County and Developer have entered into a Possession and Use Agreement dated effective March 29, 2011, providing for the conveyance of certain right-of-way by Developer upon the reimbursement of the costs incurred by Developer for the construction of the extension of the Great Oaks Project as provided in this Amendment.

5. County shall issue the permits and approvals required by the County for the construction of the extension of the Great Oaks Project and upon receipt of such permits, Developer shall cause the Project Engineer to publicly advertise and obtain bids for the construction of the extension of the Great Oaks Project as reflected in the Plans in accordance with the bidding requirements of Sections 252.041-252.0435 of the Texas Local Government Code. Upon receipt of such bids, County and Developer shall jointly review such bids and determine which bid shall be accepted. Promptly after the County and Developer approval of a bid, Developer shall finalize a contract with the successful bidder for the construction of the extension of the Great Oaks Project as reflected in the Plans for a fixed price or on a cost-plus with guaranteed maximum basis in the amount of the approved bid (the **"Construction Contract"**).

7. County confirms, covenants, represents and agrees that it has currently available funds in hand in the amount of \$555,000.00, which funds have been set aside, budgeted, reserved and allocated exclusively for the purpose of reimbursing Developer for the costs to complete the extension of the Great Oaks Project. County agrees to maintain, retain, hold and disburse such funds only in strict accordance with the terms of this Amendment to pay the actual, out-of-pocket Costs incurred by Developer in connection with the construction of the extension of the Great Oaks Project as follows:

(a) Such funds shall be disbursed by County not later than ten (10) days after receipt of a written request from Developer (the **"Disbursement Request"**) that includes each of the following:

i. a copy of the request by the General Contractor for a progress payment under the Construction Contract for the work performed and the labor and materials provided through the date of the request, or invoices; and

ii. a written statement from the Project Engineer certifying that all work to the date for which disbursement is

requested has been substantially completed to the satisfaction of the Project Engineer materially in accordance with the Plans.

(b) The amount of each Disbursement Request shall be made by County disbursing directly into the account of Developer in accordance with a Williamson County Direct Deposit Authorization Form, in the form attached hereto as Exhibit B, signed and delivered by Developer to County; provided, nothing contained in such Williamson County Direct Deposit Authorization Form shall constitute an amendment or modification of any of the terms and provisions set forth in the Development Agreement, as amended.

County expressly confirms, covenants, represents and agrees that no other condition, consent, authorization, approval is, or shall be, required for the disbursement of the funds to Developer in accordance with the foregoing.

9. County confirms and acknowledges that Developer has obtained approval of the Williamson County Conservation Foundation for inclusion of the extension of the Great Oaks Project for participation in the Williamson County Regional Habitat Conservation Plan (the "RHCP"). Developer has paid and shall be responsible for the payment of any fees required for such participation, and in no event shall County be required to pay or contribute the cost of any mitigation that may be required under the RHCP or otherwise with respect to endangered species.

3. The following provision is added to the Development Agreement:

Developer agrees to retain copies of all draw requests and supporting documentation and all other information and accounting records that are directly related to the actual, out-of-pocket costs incurred by Developer in connection with the construction of the extension of the Great Oaks Project and the payment of such costs for a period of three (3) years after the date of the final reimbursement payment is paid to Developer. At any time prior to the expiration of said 3-year period, and upon reasonable prior notice to Developer, County, or its duly authorized representative, shall have the right to audit such materials and accounting records. County, or its duly authorized representative, shall have access for reasonable periods during Developer's normal business hours to such materials and accounting records and shall have the right to photocopy any and all of such materials and accounting records. County shall be responsible for all of the costs and expenses with respect to any such audit and examination of such materials and accounting records, including without limitation the costs of photocopies. County shall provide a copy of such audit to Developer within ten (10) days after the County issues or receives such audit.

4. County and Developer agree that paragraph 1 of the Possession Agreement shall be deleted in its entirety and the following shall be substituted in the place thereof:

1. As additional consideration for the conveyance of the rights granted herein, GRANTEE additionally agrees to reimburse GRANTOR for the costs of the

construction of the extension of Great Oaks Drive through the Highland Horizon Subdivision, but not to exceed a total of \$555,000.00, in accordance with the terms of that certain Development Agreement dated July 17, 2007, as amended. Upon GRANTOR's receipt of the costs of the construction of the extension of Great Oaks Drive, GRANTOR shall execute a Donation Special Warranty Deed to GRANTEE for the Property subject to this Agreement.

5. Except as expressly amended and modified by this Amendment, the terms and provisions of the Development Agreement and the Possession Agreement shall continue in full force and effect, and the same are hereby in all respects confirmed, ratified and approved.

6. Miscellaneous.

(a) THIS AMENDMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THE DEVELOPMENT AGREEMENT AS AMENDED ARE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS.

(b) County represents and warrants to Developer that County is duly authorized and empowered to enter into this Amendment. Developer represents and warrants to County that it has the requisite authority to enter into this Amendment. Each signatory to this Amendment represents and warrants that he or she has the authority to execute this Amendment on behalf of the party for whom such person is signing.

(c) In case anyone or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amendment.

(d) This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

Executed by County and Developer on the dates set forth below their respective signatures below to be effective the date the last party signs (the "**Effective Date**").

COUNTY:

WILLIAMSON COUNTY

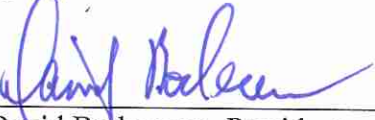
By: _____
Dan A. Gattis, County Judge

Dated: May ____, 2012

DEVELOPER:

HIGHLAND SIX TWENTY RESIDENTIAL, LTD.

By: HRI-GP No. 1, L.L.C., a Texas limited liability
company, General Partner

By: 
David Bodenman, President

Dated: April 30, 2012

Commissioners Court - Regular Session**28.****Meeting Date:** 05/08/2012

Determination Letter RM 620 WCCF appl 20120424

Submitted For: Gary Boyd**Submitted By:**

Gary Boyd, Parks

Department: Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider and take appropriate action on Determination Letter for mitigation under the County's Habitat Conservation Plan (HCP) for improvements to Ranch-to-Market (RM) 620 between Cornerwood Drive and Wyoming Spring Drive under the county's road bond program.

Background

A copy of the proposed Determination Letter is attached which outlines impact mitigation for this roadway project.

Attachments[determination letter RM 620](#)**Form Review****Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
05/03/2012 10:18 AM
Started On: 04/30/2012 09:15 AM

Form Started By: Gary Boyd

Final Approval Date: 05/03/2012



Also by email to Mike Weaver,
Prime Strategies; Christen
Eschberger, HNTB

Board of Directors
As of April 11, 2012

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

VACANT

Patty Eason
Council Member
City of Georgetown, TX

Maria Acosta
Cedar Park, TX

Rob Rothenberg
Rothenberg Realty
Georgetown, TX

Larry Quick
President, Upper Brush Creek
Water Control &
Improvement District
Round Rock, TX

c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641

April 25, 2012

**Williamson County Road Bond Program
c/o The Honorable Dan Gattis, County Judge.
710 Main Suite 101
Georgetown, Texas 78626**

**Re: Improvements to Ranch-to-Market (RM) 620 between Cornerwood Drive
and Wyoming Spring Drive.**

Dear Judge Gattis:

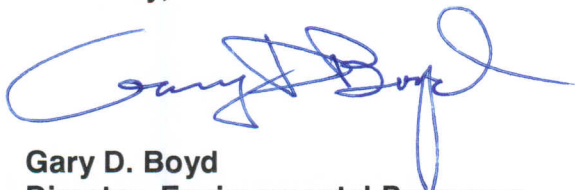
**The review of the referenced project has been completed in accordance with
the Williamson County Regional Habitat Conservation Plan (RHCP). Based on
the provided supporting documents, the Williamson County Conservation
Foundation makes the following determination as to this application:**

- 1. The mitigation fee for the referenced project will be \$550,897.00 (Five hundred fifty thousand Eight hundred ninety-seven and no hundredths Dollars). This amount ("Participation Fee") will be reflected in Paragraph 2 of the Participation Agreement (the "Agreement").**
- 2. Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-260-4237 – of agreement to these mitigation terms.**
- 3. Following acceptance by the Williamson County Road Bond Program funds will be appropriately transferred to the accounts of Williamson County Conservation Foundation.**
- 4. Upon transfer of the Participation Fee the Agreement will be prepared and sent to you for signature. Please return a signed copy of the agreement to us. This office will handle filing of documents in Williamson County official public records.**

These actions will complete this portion of the county's participation in the RHCP for the referenced project. When WCCF receives notice that the consultation is complete, this office will subsequently prepare and mail a participation certificate to the Williamson County Road Bond Program. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,



Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioners Court - Regular Session****29.****Meeting Date:** 05/08/2012

LOGIC - Local Government Investment Cooperative Participation Agreement

**Submitted For:** Deborah Hunt**Submitted By:** Sandra Surratt, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider and take appropriate action on authorizing the Tax Assessor/Collector's participation in the LOGIC - Local Government Investment Cooperative Participation Agreement.

**Background**

---

**Attachments**LOGIC Participation Agreement**Form Review**

| <b>Inbox</b>                    | <b>Reviewed By</b>              | <b>Date</b>                     |
|---------------------------------|---------------------------------|---------------------------------|
| Hal Hawes                       | Lucille D'Elia                  | 05/03/2012 11:36 AM             |
| Jalyn Morris                    | Jalyn Morris                    | 05/03/2012 11:41 AM             |
| County Judge Exec Asst.         | Wendy Coco                      | 05/03/2012 11:46 AM             |
| Form Started By: Sandra Surratt |                                 | Started On: 05/03/2012 10:00 AM |
|                                 | Final Approval Date: 05/03/2012 |                                 |





## **Local Government Investment Cooperative (LOGIC) Participation Agreement**

THIS PARTICIPATION AGREEMENT (together with any amendments and supplements, referred to as this "Agreement") dated as of March 1, 1999 is made and entered into by and among each of those government entities initially executing this Agreement and any other government entity that is eligible and becomes a party hereto (collectively, the "Participants").

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA") authorizes the entities described in the PFIA to invest their funds in an eligible public funds investment pool;

WHEREAS, each of the Participants qualifies as an entity described in the PFIA;

WHEREAS, the Participants desire to establish and maintain a public funds investment pool for the purpose of pooling their local funds for joint investment in accordance with the PFIA and the terms hereof and providing assistance to each other on investment alternatives and on other issues of concern to the Participants;

WHEREAS, the Participants desire that the public funds investment pool be entitled Local Government Investment Cooperative (the "Cooperative") and the Cooperative be managed and operated by a board of directors, which shall be an advisory board under the PFIA;

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Agreement, including the adoption of a rule, order, ordinance, or resolution, as appropriate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Participants mutually agree as follows:

### **ARTICLE I**

#### **Definitions and Rules of Construction**

**Section 1.01. Definitions.** Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

**Account** - any account established by a Participant.

**Additional Party Agreement** - a document substantially in the form attached hereto as an Appendix which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Government Entity, constitutes a valid and binding counterpart of this Agreement and results in the Government Entity becoming a party to this Agreement.

**Administrator** - Any person, firm or organization approved by the Board and under contract to provide administrative assistance in connection with the management and operation of the Cooperative.

**Advisor** - The registered investment advisor or advisors selected by or at the direction of the Board to provide advice regarding investment of Cooperative assets pursuant to this Agreement and subject to applicable law.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

**Authorized Investments** - those investments which are authorized from time to time to be purchased, sold and invested in under PFIA or other applicable law and further defined in the Investment Policies.

**Authorized Representative** - an individual authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Government Entity or other person, firm or organization, as evidenced by a duly adopted resolution or bylaw of the governing body of such Government Entity or other person, firm or organization, a certified copy of which is on file with the Administrator. In the case of a Government Entity that is a combination of political subdivisions under the Act, the Authorized Representatives of any administrative agency appointed by such combination of political subdivisions shall be deemed to be Authorized Representatives for such Government Entities.

**Board** - the governing body of the Cooperative, known as The Board of Directors of Local Government Investment Cooperative.

**Bylaws** - the bylaws adopted by the Board, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Cooperative** - the public funds investment cooperative created pursuant to this Agreement.

**Custodian** - any person, firm or organization selected by or at the direction of the Board to have custody of all money, investments and other assets of the Cooperative pursuant to this Agreement and subject to applicable law.

**General Manager** - any person, firm or organization which has contracted with the Board to provide general management services to the Board.

**Government Entity** - a local government of the State of Texas, as defined in the PFIA, a state agency, as defined in the PFIA, and a nonprofit corporation acting on behalf of a local government or a state agency, including but not limited to an incorporated city or town, a county, a public school district, a district or authority created under art. III, Section 52(b)(1) or (2) of the Texas Constitution, or art. XVI, Section 59 of the Texas Constitution, an institution of higher education as defined by Section 61.003 of the Education Code, a hospital district, or a fresh water supply district.

**Information Statement** - the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of the Cooperative, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Interlocal Act** - the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as the same may be amended from time to time.

**Investment Officer** - one or more officers or employees of the Board designated as investment officers by the Board.

**Investment Policies** - the written Investment Policies adopted and approved by the Board governing investment and management of Cooperative assets of different Portfolios, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Marketing Representative** - any person, firm or organization authorized by the Board to promote the Cooperative.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

**Participants** - the Government Entities that are the initial parties to this Agreement and the Government Entities which subsequently become parties to this Agreement.

**PFIA** - the Public Funds Investment Act, Chapter 2256, Texas Government Code, as the same may be amended from time to time.

**Portfolio** - a portfolio of assets in the Cooperative which are held separate from other assets of the Cooperative and which are invested with a defined investment objective which may be different from other Portfolios in the Cooperative, and in which a Participant may elect to invest its funds.

**State** - the State of Texas.

**Units** - equal proportionate units of undivided beneficial interest in the assets of the Cooperative or of any Portfolio of the Cooperative from time to time, including fractions of units as well as whole units.

**Section 1.02. General Rules of Construction.**

- (a) Whenever in this Agreement the context requires: (1) a reference to the singular number shall include the plural and vice versa; and (2) a word denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The titles given to any article or section of this Agreement are for convenience only and are not intended to modify the article or section.

ARTICLE II

**Creation of the Cooperative; Purpose and Objective**

**Section 2.01. Creation of the Board.**

- (a) The initial Participants hereby agree to jointly invest their funds in a public funds investment pool, to be known as Local Government Investment Cooperative (the "Cooperative") and to create and establish a board of directors of the Cooperative (the "Board"), as an advisory board pursuant to the PFIA and an administrative agency pursuant to the Interlocal Act, to supervise the Cooperative.
- (b) The Participants delegate to the Cooperative through its Board, the authority to hold legal title to and manage all money, investments and other assets transferred to or acquired by the Cooperative pursuant to this Agreement.
- (c) The Board shall have the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the purpose of this Agreement.

**Section 2.02. Purpose and Objective.**

- (a) The first purpose of the Cooperative is to provide Government Entities with a variety of investment vehicles to best suit their investment needs, with each Portfolio tailored to meet a specific investment need.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

- (b) The second purpose of the Cooperative is to provide Government Entities with a forum for discussion of, and to provide education concerning, investments and other issues of concern in public finance. In all cases, however, the Cooperative will have the following investment objectives in order of priority: safety of principal; liquidity in accordance with the operating requirements of the Participants; and the highest rate of return.
- (c) In order to accomplish the Cooperative's objective, each Participant agrees that the money transferred to a Portfolio within the Cooperative will be commingled with other money transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

### ARTICLE III

#### Cooperative Administration

##### **Section 3.01. The Board and the Bylaws**

- (a) The business and affairs of the Cooperative shall be managed by the Board as governing body of the Cooperative.
- (b) The Board is authorized to adopt Bylaws which shall set forth, among other things, the initial Board members, the procedures governing the selection of the members of the Board, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board, and the right of the Board, the General Manager, and other consultants to be indemnified for damages arising from their actions in connection with the Cooperative. By executing this Agreement, the Participant consents to the Bylaws. By maintaining funds in the Cooperative after any amendment to the Bylaws becomes effective, the Participant consents to the Bylaws, as amended. The Board has the right to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

##### **Section 3.02. Powers and Duties of the Board.**

- (a) Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things and execute all instruments as it deems necessary or desirable in order to carry out, promote or advance the investment objective, interests and purposes of the Cooperative to the same extent as if the Board was the sole and absolute owner of the Cooperative.
- (b) The Board shall adopt and maintain Investment Policies, consistent with the general objective of the Cooperative, which shall provide more detailed guidelines for investment and management of Cooperative assets. By executing this Agreement, the initial Participants consent to the proposed Investment Policies, and the subsequent Participants consent to the Investment Policies then in effect. By maintaining funds in the Cooperative after any amendment to the

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

Investment Policies becomes effective, the Participant has consented to the Investment Policies, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Investment Policies, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Cooperative.

- (c) The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing and withdrawing funds from the Cooperative. By executing this Agreement, the initial Participants consent to the proposed Operating Procedures, and the subsequent Participants consent to the Operating Procedures then in effect. By maintaining funds in the Cooperative after any amendment to the Operating Procedures becomes effective, the Participant has consented to the Operating Procedures, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Cooperative.
- (d) The Board shall designate one or more Investment Officers for the Cooperative who shall be responsible for the investment of Cooperative assets.
- (e) The Board shall prepare, or direct the preparation of an Information Statement that describes how the Cooperative will operate in accordance with the terms of this Agreement and the Investment Policies. Subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented, notice of which will be provided to Participants in accordance with the disclosure requirements of the PFIA.
- (f) The Board shall, subject to the limitations established in the Investment Policies, have full and complete power and authority to appoint a general manager and any other service providers deemed necessary or helpful in the operation of the Cooperative.
- (g) The Board shall provide, through peer review, seminars, computer mail systems, or other means, information and educational opportunities to Participants on investing and on other issues in the area of public finance.
- (h) The Board shall have full and complete power to use, or direct the use of, Cooperative assets for the following purposes: (1) incur and pay any expenses which, in its opinion, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (2) reimburse others for the payment thereof; (3) pay appropriate compensation or fees to persons with whom the Cooperative has contracted or transacted business; and (4) charge a Participant's Account for any special fees or expenses related specifically to transactions in such Account.
- (i) The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against the Cooperative.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

- (j) The Board shall cause financial statements to be prepared and maintained for the Cooperative and for such statements to be audited annually by an independent certified public accounting firm.
- (k) The Board may appoint a General Manager to perform managerial services for the Cooperative, provided that the Board shall continue to oversee the operation and management of the Cooperative and shall have the authority to direct the General Manager to take or not take specific action on behalf of the Cooperative.
- (l) The enumeration of any specific power or authority herein shall not be construed as limiting the general power and authority of the Board over the Cooperative.

**Section 3.03. Liability.**

- (a) Neither the Board, the Investment Officers, nor any officers, employees or board members of any of the forgoing shall be held liable for any action or omission to act on behalf of the Cooperative or the Participants unless caused by such person's willful misconduct. The Cooperative shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Cooperative, unless the litigation, claim or other proceeding resulted from the willful misconduct of such person.
- (b) Neither the General Manager, the Marketing Representative, the Administrator, the Advisor, the Subadvisor, the Custodian, nor their affiliates, officers, employees or board members shall be held liable for any action or omission to act on behalf of the Cooperative or the Participants unless such person failed to meet the standard of care required under its agreement relating to the Cooperative or acted with willful misconduct. The Cooperative shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Cooperative, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such person's failure to meet the standard of care required under its agreement relating to the Cooperative or its willful misconduct.
- (c) The indemnification provisions are described in more detail in the Bylaws.

ARTICLE IV

**Participation in the Cooperative**

**Section 4.01. Eligibility.** In order for a Government Entity to become a Participant and transfer money into the Cooperative, each of the following conditions must be satisfied:

- (a) The Government Entity must adopt a resolution (1) authorizing it to become a Participant and approving this Agreement, (2) acknowledging the Board's power

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

to supervise the Cooperative, (3) approving the investment policies of the Cooperative (as amended from time to time by the Board) and directing that any conflicting local investment policies shall not apply to Cooperative investments of the Participant, (4) designating Authorized Representatives of the Participant, (5) designating the Investment Officers appointed from time to time by the Board as the Participant's investment officers who shall be responsible for investing the share of Cooperative assets representing local funds of the Participant, and (6) designating the depository and custodian appointed from time to time by the Board as the Government Entity's depository and custodian for purposes of holding the share of Cooperative assets representing funds of the Government Entity; and

- (b) The Government Entity must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to the Cooperative, together with a certified copy of the resolution referred to in subsection (a) of this Section, an application in form and substance satisfactory to the Board, and such other information as may be required by the Board.
- (c) No entity except a Government Entity may be a Participant. The Board shall have sole discretion to determine whether a Government Entity is eligible under Texas law to be a Participant and to designate categories of Government Entities eligible to be Participants in any Portfolio of the Cooperative.

**Section 4.02. Participant Accounts.**

- (a) While available local funds of Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in the Cooperative designated by the Participant will be established in accordance with the Participant's application to join the Cooperative and maintained by the Cooperative.
- (b) Each Participant shall own an undivided beneficial interest in the assets in the Portfolios in which it invests, calculated as described in the Investment Policies.
- (c) The Participant agrees that all Cooperative fees shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of Cooperative assets for fees shall be made from current revenues available to the Participant.

**Section 4.03. Reports.** The Cooperative shall submit a written report a least once per month to each Participant. Such report will indicate: (1) the balance in each Account of a Participant as of the date of such report, (2) yield information, (3) all account activity since the previous report, and (4) other information required by the PFIA.

**Section 4.04. Termination.**

- (a) A Participant may withdraw all funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

Participant under this Agreement, with or without cause, by providing written notice to the Cooperative at least 10 days prior to such termination.

- (b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days notice if Texas law changes so that such Participant is no longer entitled to join in an eligible public funds investment pool under PFIA, the Interlocal Act, or other applicable law.
- (c) Upon the vote of a majority of its full membership, the Board may order the termination of this Agreement by directing that all outstanding operating expenses of the Cooperative be paid and remaining assets of the Cooperative be distributed to Participants in accordance with their respective pro rata interests.

## ARTICLE V

### Cooperative Assets

**Section 5.01. Cooperative Investments.** Cooperative assets shall be invested and reinvested by the Cooperative only in Authorized Investments in accordance with the Investment Policies.

**Section 5.02. Custody.** All money, investments and assets of the Cooperative shall be held in the possession of the Custodian.

## ARTICLE VI

### Miscellaneous

**Section 6.01. Severability.**

- (a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- (b) Any participation in this Agreement or transfer of assets to the Cooperative that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect the Cooperative.

**Section 6.02. Limitation of Rights.** This Agreement does not create any right, title or interest for any person other than the Participants and any person who has a contract to provide services to the Cooperative, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under this Agreement.

**Section 6.03. Execution of Counterparts.** This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

**Section 6.04. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 6.05. Term.** This Agreement shall have an initial term beginning with the effective date set forth below and ending March 31, 1995 and shall be automatically renewed for one year



Local Government Investment Cooperative (LOGIC)  
Participation Agreement

on such date and each anniversary of such date, except with respect to any Government Entity that may have terminated itself as a Participant or as otherwise provided in Section 4.05.

**Section 6.06. Notices.** Any notices or other information required or permitted to be given hereunder shall be sent: (a) to the Cooperative as set forth in the Information Statement, and (b) to a Participant as set forth in its application to become a Participant or as otherwise provided by written notice to the Administrator.

**Section 6.07. Entire Agreement; Amendments.** This Agreement represents the entire agreement and understanding of the Participants and supersedes the Interlocal Agreement dated as of April 4, 1994. This Agreement may be amended with the approval of the Board, provided that notice of any such amendment is sent to all Participants at least 60 days prior to the effective date thereof.

\* \* \* \* \*

Originally executed between Fort Bend County and City of Wichita Falls, Texas as of April 4, 1994, and amended by the Board and effective March 1, 1999.

\* \* \* \* \*

Local Government Investment Cooperative (LOGIC)  
Participation Agreement

**Additional Party Agreement**

The Government Entity of the State of Texas named below, acting by and through the undersigned Authorized Representative, hereby agrees to become a party to that certain Participation Agreement to which this page is attached, and thereby become a Participant in the Local Government Investment Cooperative, subject to all of the terms and provisions of such Agreement. The undersigned hereby represents that it is a Government Entity as defined in such Agreement.

Executed this 24th day of April, 2012.

Name of Government Entity  
Williamson County Tax A/C

By: Deborah M. Hunt  
Authorized Representative

Deborah M. Hunt, Tax Assessor/Collector

Printed Name and Title

Approved and accepted:

**LOCAL GOVERNMENT INVESTMENT COOPERATIVE {LOGIC}**

By: FIRST SOUTHWEST ASSET MANAGEMENT, INC.,  
Participant Services Administrator

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

Authorized Signer

## Local Government Investment Cooperative Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT COOPERATIVE (THE "COOPERATIVE"), DESIGNATING THE BOARD OF DIRECTORS OF THE COOPERATIVE AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE COOPERATIVE, APPROVING INVESTMENT POLICIES OF THE COOPERATIVE, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, Williamson County Tax Assessor/Collector (the "Government Entity") desires to enter into that certain Interlocal Agreement (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created thereunder and under PFIA, to be known as Local Government Investment Cooperative (the "Cooperative");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement; and

WHEREAS, the Government Entity desires to cause administration of the Cooperative to be performed by a board of directors (the "Board"), which shall be an administrative agency created under the Interlocal Act; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Cooperative by the Administrator, the Government Entity shall become a Participant in the Cooperative for the purpose of investing its available funds therein from time to time in accordance with its terms.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Cooperative, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement.

3. The investment policies of the Cooperative, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Cooperative, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Cooperative.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Cooperative and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Cooperative account from time to time in accordance with the Agreement and the Information Statement; and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

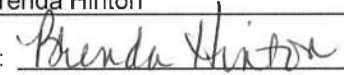
|                                                                                                       |                                                     |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1. Name: <u>Deborah M. Hunt</u>                                                                       | Title: <u>Tax Assessor/Collector</u>                |
| Signature: <u></u>   | Phone: <u>512-943-1601 X 7015</u>                   |
|                                                                                                       | Email: <u>dhunt@wilco.org</u>                       |
| 2. Name: <u>Larry Gaddes</u>                                                                          | Title: <u>Chief Deputy - Tax Assessor/Collector</u> |
| Signature: <u></u>   | Phone: <u>512-943-1641</u>                          |
|                                                                                                       | Email: <u>lgaddes@wilco.org</u>                     |
| 3. Name: <u>Cathy Atkinson</u>                                                                        | Title: <u>Accounting Manager</u>                    |
| Signature: <u></u>   | Phone: <u>512-943-1544</u>                          |
|                                                                                                       | Email: <u>catkinson@wilco.org</u>                   |
| 4. Name: <u>Alma Russell</u>                                                                          | Title: <u>Director - Motor Vehicle</u>              |
| Signature: <u></u> | Phone: <u>512-943-1642</u>                          |
|                                                                                                       | Email: <u>arussell@wilco.org</u>                    |

In accordance with Cooperative procedures, an Authorized Representative shall promptly notify the Cooperative in writing of any changes in who is serving as Authorized Representatives.

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Cathy Atkinson

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

|                                                                                                       |                                     |
|-------------------------------------------------------------------------------------------------------|-------------------------------------|
| Name: <u>Brenda Hinton</u>                                                                            | Title: <u>Accounting Specialist</u> |
| Signature: <u></u> | Phone: <u>512-943-1543</u>          |
|                                                                                                       | Email: <u>bhinton@wilco.org</u>     |

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is 74-6000978

8. **{Required}** Contact Information.

Applicant primary mailing address:

904 South Main Street, Georgetown, TX 78626

Applicant physical address (if different):

\_\_\_\_\_

Applicant main phone number:

512-943-1544

Applicants main fax number:

512-943-1547

In addition to the foregoing Authorized Representatives, each Investment Officer of the Cooperative appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Cooperative assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Cooperative assets representing funds of the Government Entity.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Dan Gattis, Williamson County Judge  
Printed Name and Title

Nancy E. Rister, Williamson County Clerk  
Printed Name and Title

**OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)**

**Commissioners Court - Regular Session****30.****Meeting Date:** 05/08/2012

Non-Emergency Curfew Resolution

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action regarding approving renewal of the Non-Emergency Curfew Resolution.

**Background**

To renew expired Non-Emergency Curfew Resolution.

---

**Attachments**[Curfew Resolution](#)**Form Review**

| <b>Inbox</b>                  | <b>Reviewed By</b>              | <b>Date</b>                     |
|-------------------------------|---------------------------------|---------------------------------|
| County Judge Exec Asst.       | Wendy Coco                      | 05/03/2012 10:17 AM             |
| Form Started By: Deborah Wolf |                                 | Started On: 05/02/2012 09:13 AM |
|                               | Final Approval Date: 05/03/2012 |                                 |



THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

On this the \_\_\_\_ day of April, 2012, the Commissioners Court of Williamson County, Texas, met in a duly called Regular Meeting at the Williamson County Courthouse in Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge,  
Lisa Birkman, Commissioner Precinct One,  
Cynthia Long, Commissioner Precinct Two,  
Valerie Covey, Commissioner Precinct Three, and  
Ron Morrison, Commissioner Precinct Four;

and at said meeting, among other business, the Court considered the following:

### RESOLUTION

**RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, TO PROVIDE FOR THE PUBLIC SAFETY AND PURSUANT TO SECTION 351.903, TEXAS LOCAL GOVERNMENT CODE, THE FOLLOWING RESOLUTION AND ORDER WAS ADOPTED IN ORDER TO REESTABLISH AND REPLACE THE NON-EMERGENCY CURFEW RESOLUTION THAT WAS ORIGINALLY ADOPTED BY THIS COURT ON JULY 2, 1996, AMENDED THEREAFTER ON MARCH 3, 1998 AND SUBSEQUENTLY RE-ADOPTED ON MARCH 3, 2009:**

### NON-EMERGENCY CURFEWS

#### Sections

1. Definitions
2. Offenses
3. Defenses
4. Enforcement Procedure
5. Penalty
6. Effective Date; Expiration

#### SECTION 1 DEFINITIONS

For the purposes of this Resolution and Order, the following words and phrases shall have the meanings ascribed to them, as indicated in herein below.



**Curfew Area** means all unincorporated areas located within Williamson County, Texas.

**Direct Route** means the shortest path of travel through Public Places to reach the destination without detours or additional stops at any other destinations along the way.

**Emergency** means an unforeseen circumstance to include, but not be limited to fire, natural disaster, an automobile accident or obtaining immediate medical care for another person.

**Establishment** means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

**Guardian** means any person, public or private agency, to which custody of a Minor has been given by a court order.

**Minor** means any person less than 17 years of age.

**Operator** means any individual, farm, association, partnership or corporation operating, managing or conducting any Establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

**Parent** means a parent who is the natural or adoptive parent of any person. As used herein, Parent shall also include a court-appointed Guardian or other person 21 years of age or older, authorized by the Parent, by a court order or by the court-appointed Guardian to have the care and custody of a person.

**Public Place** means any street, alley, highway, sidewalk, playground, park, plaza or place used or open to members of the public; any public building; place of business, amusement or entertainment; or any Establishment.

**Religious Activity** means any function or event sponsored by a religious organization that has received tax exemption under Section 501(C)(3) of U.S.C.

## **SECTION 2**

### **OFFENSES**

(A) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll or aimlessly drive or ride about in or upon any Public Place in the Curfew Area between the hours of 12:01 a.m. and 6:00 a.m. on Monday, Tuesday, Wednesday, Thursday or Friday.

(B) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll, or aimlessly drive or ride about in or upon any Public Place in the Curfew Area between the hours of 1:00 a.m. and 6:00 a.m. of Saturday or Sunday.



(C) It shall be unlawful for the Parent or Guardian having legal custody of a Minor to knowingly allow or permit the Minor to be in violation of this Resolution and Order.

(D) The owner, Operator, or any employee of an Establishment (1) that is located in the Curfew Area; and (2) that is in the business of selling goods, services and/or entertainment primarily to Minors commits an offense if he/she/it intentionally and knowingly allows a Minor to remain upon the premises of an Establishment during curfew hours. For purposes of this provision, an Establishment will be deemed to be in the business of providing goods, services and/or entertainment primarily to Minors if more than fifty percent (50%) of the Establishment's gross revenues come from the sale of goods, services and/or entertainment to Minors.

### **SECTION 3** **DEFENSES**

It is a defense to prosecution under Section 2 of this Resolution and Order if:

(A) The Minor is accompanied by his or her Parent or Guardian;

(B) The Minor is on an errand authorized and at the direction of his or her Parent or Guardian, without any detour or stop;

(C) The Minor is involved in an Emergency;

(D) The Minor is in a motor vehicle involved in either intrastate travel between three or more counties or interstate travel for which passage through a Curfew Area is the most Direct Route;

(E) The presence of the Minor is connected with or required with respect to a Religious Activity, governmental activity, educational activity or a business, trade, profession or occupation in which said Minor is lawfully engaged;

(F) The Minor is on the sidewalk of the place where such Minor resides or on the sidewalk of either adjoining next-door neighbors who are not communicating an objection as to the presence of the Minor to the local police agency, the Williamson County Sheriff's Office, or to one of the local Williamson County Constable's Office;

(G) The Minor is exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly;

(H) The Minor is married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;



- (I) It is a defense to prosecution under Section 2(D) if the owner, operator, or employee of such an Establishment promptly notified the local police agency, the Williamson County Sheriff's Office or a local Williamson County Constable's Office of the Minor's presence on the premises of the Establishment during curfew hours and the Minor refused to leave after being requested to do so by the owner, Operator or employee.

#### **SECTION 4**

#### **ENFORCEMENT PROCEDURE**

All enforcement procedures adopted by any agency enforcing this Resolution and Order shall be in compliance with the provisions of any statutes, laws or regulations relating to the enforcement of county juvenile curfews in Texas. Specifically, any agency enforcing this Resolution and Order shall comply with Article 45.059 of the Texas Code of Criminal Procedure, as amended. Before taking any enforcement action under this Resolution and Order, a police officer, sheriff's deputy, or deputy constable shall ask the apparent offender's age and reason for being in the Public Place during curfew hours. The officer or deputy shall not issue a citation or take any enforcement action under this Resolution and Order unless the officer or deputy reasonably believes that an offense has occurred and that, based on any response or other circumstances, no defense under Section 3 of this Resolution and Order is present.

#### **SECTION 5**

#### **PENALTY**

- (A) Any Minor violating the provisions of this Resolution and Order shall be guilty of a Class 'C' misdemeanor.
- (B) Any other person violating this Resolution and Order shall be guilty of a Class 'C' misdemeanor, which shall be punishable by a fine of not less than \$50 and not more than \$500.
- (C) A person who violates a provision of this Resolution and Order is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted.
- (D) When required by Section 51.08 of the Texas Family Code, as amended, the municipal or justice court shall waive original jurisdiction over a Minor who violates this Resolution and Order and such court shall refer the Minor to juvenile court.

#### **SECTION 6**

#### **EFFECTIVE DATE; EXPIRATION**

This Resolution and Order shall become effective immediately from and after its approval. This Resolution and Order shall expire if it is not reviewed and readopted every three years as



prescribed by Chapter 370 (*Miscellaneous Provisions Relating to Municipal and County Health and Public Safety*) of the Texas Local Government Code.

The foregoing Resolution and Order was duly moved by \_\_\_\_\_  
seconded by \_\_\_\_\_, and was then adopted by a vote of \_\_\_\_\_  
Voting for and \_\_\_\_\_ Voting against. County Judge Dan A. Gattis was duly authorized to  
sign said Resolution and Order as the act and deed of Commissioner's Court of Williamson  
County and of Williamson County, Texas.

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

ATTEST:

\_\_\_\_\_  
Nancy Rister, Williamson County Clerk

**Commissioners Court - Regular Session****31.****Meeting Date:** 05/08/2012

Childrens Mental Health Subcommittee

**Submitted For:** Cynthia Long**Submitted By:**Kathy Pierce,  
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on creation of a subcommittee of the Williamson County Mental Health Task Force for children and youth called the Williamson County Children and Youth Behavioral Health Subcommittee.

**Background**

---

**Attachments**Children and Youth Subcommittee bylaws**Form Review**

| <b>Inbox</b>                  | <b>Reviewed By</b>              | <b>Date</b>                     |
|-------------------------------|---------------------------------|---------------------------------|
| County Judge Exec Asst.       | Wendy Coco                      | 05/03/2012 10:17 AM             |
| Form Started By: Kathy Pierce |                                 | Started On: 05/02/2012 11:45 AM |
|                               | Final Approval Date: 05/03/2012 |                                 |

## *The Williamson County Children and Youth Behavioral Health Subcommittee*

The Children and Youth Behavioral Committee is a subcommittee of the Williamson County Mental Health Task Force (Task Force). The following will be added to the Task Force by-laws.

### *Children and Youth Behavioral Health Subcommittee:*

*A subcommittee of school districts, private and non-profit organizations, public agencies and other stakeholders interested in improving the behavioral health of Williamson County children and youth will meet once a month. The Children and Youth Behavioral Health Subcommittee (Youth Subcommittee) will meet immediately preceding the Task Force meetings which are currently held on the last Thursday of every month. The Youth Subcommittee meetings will be from Noon to 1:30 PM with the Task Force meetings beginning at 2:00 at the same location. The Chairperson or Vice-Chair of the Mental Health Committee will attend the Children and Youth Subcommittee meetings. The Children and Youth Subcommittee can appoint one member of the Children and Youth Subcommittee to attend the Mental Health Committee. The Children and Youth Subcommittee will have a joint meeting with the Mental Health Committee annually, as scheduled by the Chairperson of the Task Force..*

---

### *Vision Statement:*

The children, youth and families of Williamson County will be supported by a seamless, integrated continuum of school/community services and supports that 1) promote behavioral health and wellbeing, 2) enable the early identification of concerns, and 3) ensure the use of the least disruptive intervention needed when concerns arise.

### *Mission Statement:*

The *Children and Youth Behavioral Health Subcommittee* of the *Williamson County Mental Health Committee* brings together a wide range of private and non-profit organizations, public agencies, school districts and other stakeholders interested in improving the behavioral health of Williamson County children and youth through shared learning, dialogue and action around the policies, programs and issues impacting child and youth mental health and wellbeing at the county and local level.

Collaboratively, the subcommittee will work to:

- 1) Identify and take action upon issues impacting the mental health and wellbeing of children and youth in Williamson County.
- 2) Identify and take action upon issues impacting substance use and abuse issues affecting the health and wellbeing of Williamson County children and youth.
- 3) Facilitate cross-sharing of knowledge and perspectives from diverse groups.
- 4) Develop policy recommendations.
- 5) Cultivate a broad range of voices to help advance children and youth behavioral health awareness within Williamson County.

### *Guidance Documents:*

- 1) Williamson County Mental Health Committee By-Laws
- 2) Williamson County Mental Health Committee Member Confidentiality Statement
- 3) Adelman & Taylor's Interconnected Systems for Meeting the Needs of All Children
- 4) Williamson County Aligning Our Efforts and Unifying Our Vision
- 5) The Search Institute's 40 Developmental Assets
- 6) Consensus Statement on Integrated Behavioral Health

## *The Williamson County Children and Youth Behavioral Health Subcommittee*

## *Consensus Statement on Integrated Behavioral Health*



### ***Why Integrated Behavioral Health?***

Physical and mental health are invariably linked, and chronic illnesses such as diabetes, cancer and heart disease often are accompanied by behavioral ailments such as depression or anxiety. Research has shown that people with severe mental illnesses such as schizophrenia and bipolar disorder die an average of 25 years earlier than people without these disorders, largely due to challenges and obstacles in receiving medical treatment. Integrated health care is gaining recognition as a viable way to improve people's health by treating physical and behavioral illnesses together.

Source: Texas Mental Health Transformation Community Collaborative Toolkit, Texas Health Institute, p. 14  
<http://www.healthpolicyinstitute.org/files/Chapter1.pdf>

### ***Failure To Address Children's Mental Health Needs Has Serious, Long-Term Consequences***

An estimated 20% of youth experience mental health problems in any given year, and approximately 75-80% of youth in need of treatment and support services do not receive adequate care. Emotional and behavioral health problems represent significant barriers to academic success. Suicide is the 3rd leading cause of death among young people. Failure to address the mental health needs of students has serious consequences both now and in the future: increased risk for school failure, social isolation, violence, substance abuse, unsafe sexual behavior, incarceration, unemployment and poor health.

Source: Texas Mental Health Transformation Community Collaborative Toolkit, Texas Health Institute, p. 27  
<http://www.healthpolicyinstitute.org/files/Chapter1.pdf>

### ***Youth Substance Use and Abuse Linked to Poor Academic Outcomes***

The 2010 LifeSteps Prevention Coalition cited the following national statistics linking tobacco, alcohol, illicit drug use, and academic failure:

- 19% of teen smokers drink heavily (consuming more than 50 drinks in one month), compared to less than 1% of teen nonsmokers
- Teens ages 12-17 who are current smokers are more than 5 times likely to be current drinkers
- Teens reporting tobacco use are almost 7 times more likely to use other illegal drugs like cocaine and heroin
- Teens reporting tobacco use are 13 times more likely to use marijuana than nonsmokers
- More than 46 percent of current illicit drug users are also current smokers.
- Students who smoke daily are 3 times more likely to have grades of C or C-
- The odds of dropping out of high school by age 18 are 2 1/2 times greater for youth who smoke 1-5 cigarettes a day at 16
- The odds of dropping out of high school by age 18 were 5 to 6 times greater for youth who smoke a pack a day or more

Source: Bebe Johnson, LifeSteps Prevention Coordinator.  
LifeSteps Youth Substance Abuse Prevention Coalition of Williamson County 2010 Needs Assessment.doc

**Commissioners Court - Regular Session****32.****Meeting Date:** 05/08/2012

Award Culverts-Corrugated Metal 12IFB00022

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action regarding awarding bids received for Culverts-Corrugated Metal to the low bids meeting specifications; Wilson Culverts and Contech Engineered Solutions, LLC.

**Background**

Recommended Award: Wilson – Primary on Items 1.1 - 2.22; 3.1-3.9; 4.4-4.24

Wilson was overall low on items they bid (1 - 2.22; 3-3.9; 4.4-4.24), vendor checked “all or none”

Contech – Primary on Items 2.23 – 2.30; 4.25-4.30

Secondary on Items 1.1 – 2.22; 3.1 – 3.9; 4.4-4.24

Contech is recommended to be awarded the items Wilson did not bid (Items 2.23 – 2.30;

4.25-4.30), vendor checked “low item basis”, and secondary on the items Wilson bid

---

**Attachments**

[Bid Tabulation Culverts - Corrugated Metal](#)

**Form Review**

| <b>Inbox</b>                     | <b>Reviewed By</b>              | <b>Date</b>                     |
|----------------------------------|---------------------------------|---------------------------------|
| Purchasing (Originator)          | Kerstin Hancock                 | 05/03/2012 11:24 AM             |
| County Judge Exec Asst.          | Wendy Coco                      | 05/03/2012 11:44 AM             |
| Form Started By: Kerstin Hancock |                                 | Started On: 05/03/2012 08:04 AM |
|                                  | Final Approval Date: 05/03/2012 |                                 |

**WILLIAMSON COUNTY BID TABULATION**  
**CULVERTS – CORRUGATED METAL**  
**BID NUMBER 12IFB00022**  
**CONTRACT PERIOD MAY 8, 2012 THROUGH MARCH 31, 2013**

Recommended Award: Wilson – Primary on Items 1.1 - 2.22; 3.1-3.9; 4.4-4.24

Contech – Primary on Items 2.23 – 2.30; 4.25-4.30

Secondary on Items 1.1 – 2.22; 3.1 – 3.9; 4.4-4.24

| Item# | Description | *Wilson                   |           |            | **Contech |           |            |
|-------|-------------|---------------------------|-----------|------------|-----------|-----------|------------|
|       |             |                           | Unit      | Unit Price |           | Unit      | Unit Price |
| 1     | Round-Galv. | item bid                  | Linear Ft |            | item bid  | Linear Ft |            |
| 1.1   | 12"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 6.23       | 16 gauge  | Linear Ft | 6.70       |
| 1.2   | 15"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 7.78       |           | Linear Ft | 8.04       |
| 1.3   | 18"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 9.30       |           | Linear Ft | 10.05      |
| 1.4   | 24"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 12.38      |           | Linear Ft | 12.73      |
| 1.5   | 30"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 15.50      |           | Linear Ft | 16.08      |
| 1.6   | 36"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 18.75      |           | Linear Ft | 19.43      |
| 1.7   | 42"         | 16 G<br>2 2/3"<br>corrug. | Linear Ft | 21.68      |           | Linear Ft | 23.80      |
| 1.8   | 48"         | 16 G<br>5"x1" OR<br>3"x1" | Linear Ft | 29.78      | 14 gauge  | Linear Ft | 33.60      |
| 1.9   | 54"         | 16 G<br>5"x1" OR<br>3"x1" | Linear Ft | 33.50      | 14 gauge  | Linear Ft | 37.80      |
| 1.1   | 60"         | 16 G<br>5"x1" OR<br>3"x1" | Linear Ft | 36.8       | 16 gauge  | Linear Ft | 38.50      |
| 1.11  | 72"         | 16 G<br>5"x1" OR<br>3"x1" | Linear Ft | 44.15      | 16 gauge  | Linear Ft | 46.20      |
|       |             |                           |           |            |           |           |            |



|      |                                     |  |      |        |  |      |         |
|------|-------------------------------------|--|------|--------|--|------|---------|
| 2    | Round-Galv.<br>Sloped End<br>Treat. |  | each |        |  | each |         |
| 2.1  | 12" 6:1                             |  | each | 37.35  |  | each | 56.80   |
| 2.2  | 12" 4:1                             |  | each | 30.82  |  | each | 50.10   |
| 2.3  | 12" 3:1                             |  | each | 27.57  |  | each | 46.75   |
| 2.4  | 15" 6:1                             |  | each | 53.00  |  | each | 68.19   |
| 2.5  | 15" 4:1                             |  | each | 42.62  |  | each | 58.14   |
| 2.6  | 15" 3:1                             |  | each | 37.57  |  | each | 53.12   |
| 2.7  | 18" 6:1                             |  | each | 70.67  |  | each | 85.28   |
| 2.8  | 18" 4:1                             |  | each | 56.00  |  | each | 70.20   |
| 2.9  | 24" 3:1                             |  | each | 48.70  |  | each | 62.66   |
| 2.1  | 24" 6:1                             |  | each | 113.8  |  | each | 119.11  |
| 2.11 | 24" 4:1                             |  | each | 93.35  |  | each | 93.65   |
| 2.12 | 30" 3:1                             |  | each | 80.30  |  | each | 80.92   |
| 2.13 | 30" 6:1                             |  | each | 166.72 |  | each | 166.68  |
| 2.14 | 30" 4:1                             |  | each | 125.95 |  | each | 126.48  |
| 2.15 | 30" 3:1                             |  | each | 109.65 |  | each | 106.38  |
| 2.16 | 36" 6:1                             |  | each | 229.37 |  | each | 224.30  |
| 2.17 | 36" 4:1                             |  | each | 170.7  |  | each | 166.01  |
| 2.18 | 36" 3:1                             |  | each | 141.35 |  | each | 136.87  |
| 2.19 | 42" 6:1                             |  | each | 314.37 |  | each | 607.40  |
| 2.2  | 42" 4:1                             |  | each | 221.95 |  | each | 440.80  |
| 2.21 | 42" 3:1                             |  | each | 187.72 |  | each | 375.50  |
| 2.22 | 48" 6:1                             |  | each | 446.85 |  | each | 933.60  |
| 2.23 | 48" 4:1                             |  | each | no bid |  | each | 664.80  |
| 2.24 | 48" 3:1                             |  | each | no bid |  | each | 530.40  |
| 2.25 | 54" 6:1                             |  | each | no bid |  | each | 1156.20 |
| 2.26 | 54" 4:1                             |  | each | no bid |  | each | 816.00  |
| 2.27 | 54" 3:1                             |  | each | no bid |  | each | 645.90  |
| 2.28 | 60" 6:1                             |  | each | no bid |  | each | 1292.00 |
| 2.29 | 60" 4:1                             |  | each | no bid |  | each | 907.00  |
| 2.30 | 60" 3:1                             |  | each | no bid |  | each | 714.50  |
| 2.31 | 72" 6:1                             |  | each | no bid |  | each | no bid  |
| 2.32 | 72" 4:1                             |  | each | no bid |  | each | no bid  |
| 2.33 | 72" 3:1                             |  | each | no bid |  | each | no bid  |

| Item # | Arched Galvanized   |                   |  |             | Wilson              |           |            | Contech   |            |
|--------|---------------------|-------------------|--|-------------|---------------------|-----------|------------|-----------|------------|
| 3      | Arched Galv. Design | Equiv. round dia. |  | Description |                     | Unit      | Unit Price | Unit      | Unit Price |
| 3.1    | Design 1            | 15"               |  | 17"x13"     | 16G 2<br>2/3        | Linear Ft | 8.78       | Linear Ft | 7.28       |
| 3.2    | Design 2            | 18"               |  | 21"x15"     | 16G 2<br>2/3        | Linear Ft | 10.3       | Linear Ft | 10.92      |
| 3.3    | Design 3            | 24"               |  | 28"x20"     | 16G 2<br>2/3        | Linear Ft | 13.38      | Linear Ft | 13.84      |
| 3.4    | Design 4            | 30"               |  | 35"x24"     | 16G 2<br>2/3        | Linear Ft | 16.5       | Linear Ft | 17.48      |
| 3.5    | Design 5            | 36"               |  | 42"x29"     | 14G 2<br>2/3        | Linear Ft | 23.33      | Linear Ft | 26.22      |
| 3.6    | Design 6            | 42"               |  | 49"x33"     | 14G 2<br>2/3        | Linear Ft | 27.08      | Linear Ft | 31.96      |
| 3.7    | Design 7            | 48"               |  | 57"x38"     | 14G<br>5"x1<br>3"x1 | Linear Ft | 37.05      | Linear Ft | 36.52      |
| 3.8    | Design 8            | 54"               |  | 64" 43"     |                     | Linear Ft | 41.75      | Linear Ft | 46.41      |
| 3.9    | Design 9            | 60"               |  | 71"x47"     |                     | Linear Ft | 45.25      | Linear Ft | 50.98      |

| Item# | Description                    | Wilson |            | Contech |            |
|-------|--------------------------------|--------|------------|---------|------------|
|       |                                | Unit   | Unit Price | Unit    | Unit Price |
| 4     | Arched-Galv. Sloped End Treat. | Each   |            | Each    |            |
| 4.1   | 12" 6:1                        | Each   | no bid     | Each    | no bid     |
| 4.2   | 12" 4:1                        | Each   | no bid     | Each    | no bid     |
| 4.3   | 12" 3:1                        | Each   | no bid     | Each    | no bid     |
| 4.4   | 15" 6:1                        | Each   | 86.45      | Each    | 60.94      |
| 4.5   | 15" 4:1                        | Each   | 66.35      | Each    | 55.48      |
| 4.6   | 15" 3:1                        | Each   | 56.30      | Each    | 49.10      |
| 4.7   | 18" 6:1                        | Each   | 109.57     | Each    | 81.87      |
| 4.8   | 18" 4:1                        | Each   | 82.32      | Each    | 68.22      |
| 4.9   | 18" 3:1                        | Each   | 68.67      | Each    | 61.40      |
| 4.10  | 24" 6:1                        | Each   | 172.7      | Each    | 113.04     |
| 4.11  | 24" 4:1                        | Each   | 125.5      | Each    | 89.79      |
| 4.12  | 24" 3:1                        | Each   | 101.87     | Each    | 78.43      |
| 4.13  | 30" 6:1                        | Each   | 243.42     | Each    | 152.36     |

| Item# | Description                          | Wilson |            | Contech |            |
|-------|--------------------------------------|--------|------------|---------|------------|
|       |                                      | Unit   | Unit Price | Unit    | Unit Price |
| 4     | Arched-Galv.<br>Sloped End<br>Treat. | Each   |            | Each    |            |
| 4.14  | 30" 4:1                              | Each   | 173.72     | Each    | 117.4      |
| 4.15  | 30" 3:1                              | Each   | 138.87     | Each    | 99.92      |
| 4.16  | 36" 6:1                              | Each   | 429.8      | Each    | 246.31     |
| 4.17  | 36" 4:1                              | Each   | 301.05     | Each    | 182.6      |
| 4.18  | 36" 3:1                              | Each   | 236.67     | Each    | 151.26     |
| 4.19  | 42" 6:1                              | Each   | 603.85     | Each    | 651.26     |
| 4.20  | 42" 4:1                              | Each   | 418.5      | Each    | 475.48     |
| 4.21  | 42" 3:1                              | Each   | 175.8      | Each    | 387.59     |
| 4.22  | 48" 6:1                              | Each   | 772.5      | Each    | 826.92     |
| 4.23  | 48" 4:1                              | Each   | 532.35     | Each    | 595.62     |
| 4.24  | 48" 3:1                              | Each   | 412.27     | Each    | 479.98     |
| 4.25  | 54" 6:1                              | Each   | no bid     | Each    | 1150.63    |
| 4.26  | 54" 4:1                              | Each   | no bid     | Each    | 818.03     |
| 4.27  | 54" 3:1                              | Each   | no bid     | Each    | 651.26     |
| 4.28  | 60" 6:1                              | Each   | no bid     | Each    | 1359.99    |
| 4.29  | 60" 4:1                              | Each   | no bid     | Each    | 960.64     |
| 4.30  | 60" 3:1                              | Each   | no bid     | Each    | 760.97     |

\*Wilson was overall low on items they bid (1 - 2.22; 3-3.9; 4.4-4.24), vendor checked "all or none"

\*\*Contech is recommended to be awarded the items Wilson did not bid (Items 2.23 – 2.30; 4.25-4.30), vendor checked "low item basis", and secondary on the items Wilson bid

**Commissioners Court - Regular Session****33.****Meeting Date:** 05/08/2012

Award Asphalt Emulsions 12IFB00020

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action regarding awarding bids received for Asphalt Emulsions to the lowest bids meeting specifications, Ergon Asphalt, Cleveland Asphalt and Martin Midstream.

**Background**

Recommended Award:

Ergon Asphalt primary on item # 1-4; secondary item# 5

Cleveland Asphalt primary on item# 5, 6; secondary on item# 2; tertiary on item# 4

Martin Midstream secondary on item# 4

---

**Attachments**Bid Tabulation Asphalt Emulsions**Form Review**

| <b>Inbox</b>                     | <b>Reviewed By</b>              | <b>Date</b>                     |
|----------------------------------|---------------------------------|---------------------------------|
| Purchasing (Originator)          | Kerstin Hancock                 | 05/03/2012 11:24 AM             |
| County Judge Exec Asst.          | Wendy Coco                      | 05/03/2012 11:44 AM             |
| Form Started By: Kerstin Hancock |                                 | Started On: 05/03/2012 10:06 AM |
|                                  | Final Approval Date: 05/03/2012 |                                 |

**WILLIAMSON COUNTY BID TABULATION FOR  
ASPHALT EMULSIONS**

**BID# 12IFB00020**

**Contract period May 8, 2012 through September 30, 2012**

Recommended Award: Ergon Asphalt primary on item # 1-4; secondary item# 5

Cleveland Asphalt primary on item# 5, 6; secondary on item# 2; tertiary on item# 4

Martin Midstream secondary on item# 4

| Item # | Description                               | *Ergon   |      |            | Martin Midstream |      |            | PGA               |      |            | ***Cleveland Asphalt |      |            |
|--------|-------------------------------------------|----------|------|------------|------------------|------|------------|-------------------|------|------------|----------------------|------|------------|
|        |                                           | FOB Site | Unit | Unit Price | FOB Site         | Unit | Unit Price | FOB Price         | Unit | Unit Price | FOB Site             | Unit | Unit Price |
| 1      | HFRS-2, TxDot Item 300.2, Table 7         | 2.5250   | Gal  | 2.40       | N/B              | Gal  | N/B        | N/B               | Gal  | N/B        | N/B                  | Gal  | N/B        |
| 2      | CRS-2, TxDot Item 300.2, Table 8          | 2.5392   | Gal  | 2.40       | 2.65             | Gal  | 2.5        | any site in Wilco | Gal  | 2.25       | 2.5791               | Gal  | 2.37       |
| 3      | HFRS-2P , TxDot Item 300.2, Table 9       | 3.125    | Gal  | 3.00       | N/B              | Gal  | N/B        | N/B               | Gal  | N/B        | N/B                  | Gal  | N/B        |
| 4      | CRS-2P, TxDot Item 300.2, Table 9         | 3.1392   | Gal  | 3.00       | 3.15             | Gal  | 3.00       | any site in Wilco | Gal  | 3.00       | 3.2091               | Gal  | 3.00       |
| 5      | SS-1 Emulsion, TxDot Item 300.2, Table 7  | 2.525    | Gal  | 2.40       | 2.65             | Gal  | 2.50       | any site in Wilco | Gal  | 2.25       | 2.4591               | Gal  | 2.25       |
| 6      | RS-1P Emulsion, TxDot Item 300.2, Table 9 | **3.1892 | Gal  | **3.05     | N/B              | Gal  | N/B        | N/B               | Gal  | N/B        | 3.2091               | Gal  | 3.00       |

\* Ergon: Bid is for full load of 5500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered.

The common carrier bills demurrage at \$80.00 per hour, after the second hour. Return freight is one-half of the outgoing tariff.

Pump and Hose charge is \$80.00 per load. Federal Environmental Fee will be added to above prices at rate of \$.4424/ton for Asphalt Polymer loads or \$.00133/gal for emulsion loads.

\*\*Item # 6 Ergon bid CRS-IP In Lieu of RS-1P Emulsion, TX Dot Item 300.2, Table 9

\*\*\*Cleveland Asphalt Products: All prices are based on 5000 gallons minimum delivery. Demurrage Charge \$80.00 per hr after 2 free hours

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 05/08/2012

Medicaid 1115 Waiver Update

**Submitted For:** Cynthia Long

**Submitted By:**

Kathy Pierce,  
Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Hear update on Medicaid 1115 Waiver, discuss and take appropriate action if needed.

**Background**

---

**Form Review**

| <b>Inbox</b>                  | <b>Reviewed By</b>              | <b>Date</b>                     |
|-------------------------------|---------------------------------|---------------------------------|
| County Judge Exec Asst.       | Wendy Coco                      | 05/02/2012 01:30 PM             |
| Form Started By: Kathy Pierce |                                 | Started On: 05/02/2012 12:22 PM |
|                               | Final Approval Date: 05/02/2012 |                                 |

**Commissioners Court - Regular Session****35.****Meeting Date:** 05/08/2012

Executive Session

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

---

**Information****Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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 SH 195 0.805 South of Bell County Line to IH 35.
- b) 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.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- 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 along Lakeline extension.
- h) Discuss proposed acquisition of property for right-of-way along CR 170.
- i) Discuss proposed acquisition and/or sale of property for Arterial H.

**Background**

---

**Form Review**

| <b>Inbox</b>                        | <b>Reviewed By</b>              | <b>Date</b>                     |
|-------------------------------------|---------------------------------|---------------------------------|
| County Judge Exec Asst.             | Wendy Coco                      | 05/03/2012 10:15 AM             |
| Form Started By: Charlie Crossfield |                                 | Started On: 05/03/2012 09:43 AM |
|                                     | Final Approval Date: 05/03/2012 |                                 |

**Commissioners Court - Regular Session****40.****Meeting Date:** 05/08/2012

Budget Workshop

**Submitted By:** Ashlie Blaylock, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Recess 1:00 pm.

Hear Presentation by Alvin Lankford, Chief Appraiser, Williamson County Appraisal District

Hear Presentation by Eric Smith, benefits consultant for Williamson County

**Background**

---

**Form Review**

| <b>Inbox</b>                     | <b>Reviewed By</b>              | <b>Date</b>                     |
|----------------------------------|---------------------------------|---------------------------------|
| County Judge Exec Asst.          | Wendy Coco                      | 05/02/2012 11:09 AM             |
| Form Started By: Ashlie Blaylock |                                 | Started On: 05/01/2012 04:17 PM |
|                                  | Final Approval Date: 05/02/2012 |                                 |