

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 5A (PTT0204-04-040)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on January 20, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$116,328.15 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date: 1/20/09



County Judge

Exhibit "A"

US 79 Section 5A (PTT0204-04-040)

(See attached Invoices)

~~Sheets & Crossfield, P.C.~~

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

33233
GRA

Request for Check

PTT0204-04-040
PTToll
D.3
ROW
Yamada 12-19-08

Project Name: WMCO Bonds Hwy 79 Section 5A

Legal description:

HOLD

Replacement housing supplement-Relocation benefits on Parcel 20/Threadgill

Name on Check:

Carl Dean Threadgill
Sharrion Threadgill

SSN#:

Mailing Address:

3900 County Road 347
Granger, TX 76530

HOLD

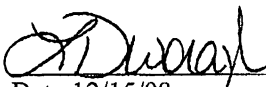
Amount of Check:

\$64,984.00

Date to Pick Up Check:

1/5/09

Requested by:

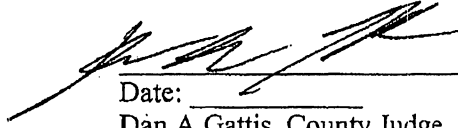


Date: 12/15/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:



Date:

Dan A. Gattis, County Judge
Williamson County

HOLD

Blank WMCO check request (00111875).DOC/jw



Form ROW-R-113
Rev. 6/2004
Replaces Form D-15-113
GSD-EPC
Page 1 of 2

CLAIM FOR PAYMENT OF

☐ Down Payment

☒ Housing Supplement

1. Name of Claimant(s): Carl Dean and Sharrion Threadgill				Parcel No.: 20		County: Williamson	
				ROW CSJ No.: 0204-04-040		Project No.: HWY 79	
2. Property Acquired by State By: <input checked="" type="checkbox"/> Negotiation <input type="checkbox"/> Condemnation Address: 22033 Highway 79 Taylor, TX 78574 Apt. No.: N/A Site No.: N/A				3. Replacement Housing Address: 3900 County Road 347 Granger, TX 76530 Apt. No.: N/A Site No.: N/A			
4. Occupancy of State-Acquired Property From (Date): 1986 To (Date of Move): December 9, 2008 <input checked="" type="checkbox"/> Owner-Occupant <input type="checkbox"/> Tenant <input type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Mobile Home <input type="checkbox"/> Sleeping Room				5. Replacement Housing Data a. Date of Physical Occupancy of Replacement Housing: December 9, 2008 b. Filing Date of Instrument of Conveyance: 12/21/06 (deed to property) (bill of sale) c. Purchase Price of Replacement Dwelling: \$ 310,000.00			
6. Controlling Dates		Mo.	Day	Yr.	7. Type and Amount of Claim:		
a. First Offer in Negotiations		11	28	2007	a. Housing Supplement: \$64,984.00		
b. Date Property Acquired		02	28	2008	b. Down Payment: \$N/A		
c. Date Required to Move		06	07	2008			
8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.							
12-9-08 Date of Claim				Sharrion Threadgill Claimant			
				Carl Dean Claimant			
Show computations necessitated by previous payments or awards in condemnation on reverse side							
The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.							
12-9-08 Date of Inspection				Rachel Allen Inspected By - Signature			
I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows: Amount of \$64,984.00							
Date: 12-17-08				By: [Signature] Williamson County			

~~Sheets & Crossfield~~, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

34428
RR

Request for Check

DTT 0204-04-040
DTT all

2.5
misc.
Cm [signature] 12-19-08

Project Name: WMCO Bonds Hwy 79 Section 5A

Legal description:

Johnson Outdoor Advertising Moving Expenses-Billboard

Name on Check:
Johnson Holdings, LP.

SSN#:


74-2912068

Mailing Address:
102 North Mays Street
Round Rock, TX 78664

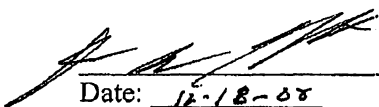
Amount of Check:
\$22,000.00

Date to Pick Up Check:
1/5/09

Requested by:


Date: 12/15/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:


Date: 12-18-08
Dan A. Gattis, County Judge
Williamson County

Johnson Holdings, LP

102 North Mays Street
Round Rock, Texas 78664-5132**Estimate**

DATE	ESTIMATE NO.
10/10/2008	08-0114

NAME / ADDRESS
Johnson Outdoor Adv. LP 102 North Mays Street Round Rock, Texas 78664

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Remove Existing 10'x40' sign constructed on 6-30' creosote poles with metal sign frames and light fixtures. Move and Reinstall		22,000.00	22,000.00
Sales Tax		1,825.00 0.00%	1,825.00 0.00
We look forward to working with you.			TOTAL 23,825.00

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

Request for Check

33907
PFL

Project Name: WMCO Bonds Hwy 79/Section 5A Parcel 12 & 34

Legal description:

0.382 AC out of the Hardy Pace Survey and 0.247 AC out of the Jehu Bevil Survey

Name on Check:
Norman Johnson

SSN#:

Mailing Address:
501 Split Oak Dr.
Pflugerville, TX 78660

Amount of Check:
\$25,915.00

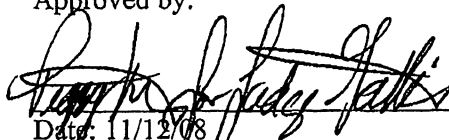
Date to Pick Up Check:
11/12/08

Requested by:



Date: 11/12/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date: 11/12/08
Dan A. Gattis, County Judge
Williamson County



Blank WMCO check request (00111875).DOC/jw

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, K & L COMPANY AND NORMAN JOHNSON, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A-B", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibits "A-B," (the "Property") whether through contract and conveyance or through eminent domain proceedings; and

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

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of ~~TWENTY~~ FIVE THOUSAND NINE HUNDRED FIFTEEN AND 00/100 Dollars (\$25,915), which amount constitutes 90% of the appraised value of the property to be acquired (parcels 12 and 34) for the Highway 79 improvement project, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-B".

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

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

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

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

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

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

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive or otherwise prejudice GRANTOR'S rights to receive full and just compensation for the fee title interest to be acquired by GRANTEE in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantor's land or any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the fee simple and/or easement rights sought in the Cause shall be the date of final execution by all parties to this agreement.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in

satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

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

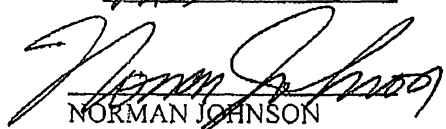
Executed this the 19th day of December, 2007.

GRANTOR:

K & L COMPANY

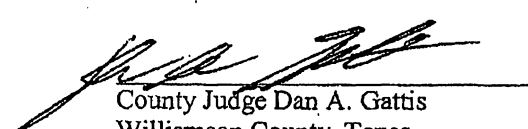
By: 

Its: Pres.


NORMAN JOHNSON

GRANTEE:

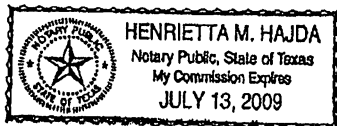
WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19th day of December, 2007
by Norman Johnson, in the capacity and for the purposes and consideration
recited herein.

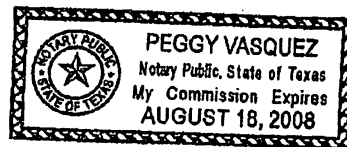


Henrietta M Hajda
Notary Public, State of Texas
Printed Name: Henrietta M Hajda
My Commission Expires:

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 8th day of January,
2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and
consideration recited therein.

[Signature]
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____



After recording return to:

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

Sheets & Crossfield, P.C.

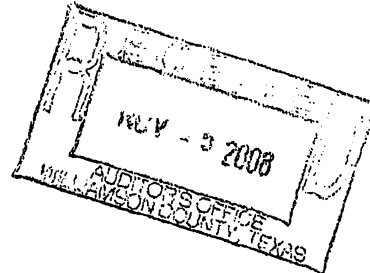
309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of October 31, 2008

Statement No. 22793

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78627

Hwy 79 (pass through) East of Taylor to Thrall
PTT0204-04-040
Matter ID: 1027.0620



Professional Fees:

			Hours	Amount
09/26/08	DJC	Telephone conference with Rachel and work on Transit Mix water line relocation issues. Work on responsibilities of Taylor for same.	1.00	\$180.00
10/06/08	CDC	Phone conference with Ted Hejl, Taylor attorney.	0.50	\$90.00
10/09/08	DJC	Work on Transit Mix water line connections and responsibilities for same.	0.70	\$126.00
10/15/08	LD	Work on records retention. Research all original real estate contracts, deeds, liens and easements for permanent storage at WMCO.	5.00	\$450.00
10/17/08	DJC	Work on Transit Mix water line issues. Work on Lamar inverse condemnation and relocation issues. Work on Johnson sign relocation issues and review bids for same.	1.50	\$270.00
10/23/08	DJC	Work on Transit Mix closing issues. Work on utility relocation issues. Work on Lenz damage and reconfiguration issues.	1.20	\$216.00
10/24/08	LD	Receive and review title policies and fully recorded special warranty deeds on 6 parcels. Work on records retention project.	1.50	\$135.00
	DJC	Meeting with appraiser regarding counteroffer analysis. Work on sign revenue stream value estimates and correspondence with appraiser regarding same.	1.30	\$234.00

Sub-total Fees:

12.70 \$1,701.00

Expenses:

10/09/08 Postage - Pamela Longton

1.17

Williamson County
Matter ID: 1027.0620

Page 2

10/09/08 Postage - Edward Volek
10/23/08 Invoice #101514 from Spitzer & Associates.

Sub-total Expenses:

Total Current Billing:

Total Now Due:

V#5100
RR
PTT 0204-04-040
PTT all
2.2
Ref

Amount

1.00

1,725.98

\$1,728.15

\$3,429.15

\$3,429.15

Timekeeper Summary

Name

Charlie Crossfield

Don Childs

Lisa Dworaczyk

Hours

Rate

Amount

0.50

180.00

\$90.00

5.78

180.00

\$1,026.00

6.50

90.00

\$585.00

[Signature]
11-16-08

[Signature]
11-5-08