

**REIMBURSEMENT CERTIFICATE  
EXPRESSING  
OFFICIAL INTENT TO REIMBURSE COSTS OF  
US 79 Section 3 (PTT0204-02-027)**

**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 February 24, 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 \$1,562,289.95 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:**

  
County Judge

Exhibit "A"

US 79 Section 3 (PTT0204-02-027)

(See Attached Invoices)

Daniel Dwayne Krueger	Parcel 40, 1.428 Acres	\$225,461.70
Daniel Dwayne Krueger	Parcel 39, 1.679 Acres	\$37,527.07
Treila Krueger-Aery	Parcel 39, 1.679 Acres	\$37,527.08
Trona T Blaha	Parcel 39, 1.679 Acres	\$75,054.15
Koch Pipeline	Inv#R84041460	\$64,118.50
Sheets & Crossfield	Inv#22795	\$13,523.15
Texas American Title	Parcel 43	\$669,569.75
Texas American Title	Parcel 36	\$372,891.60
Texas American Title	Parcel 45	\$66,616.95

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW  
3109 East Main Street • Round Rock, TX 78664-5246  
phone 512-255-8877 • fax 512-255-8986

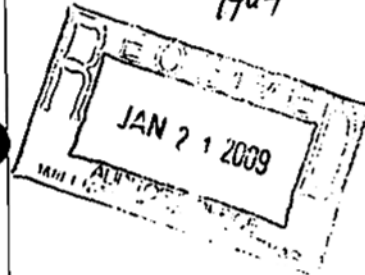
OTT 0204-02027 Request for Check

OTW

Row

1-22-09

**HOLD**



Project Name: WMCO Bonds Hwy 79/Section 3

Legal description:

1.428 acres out of the J.J. Stubblefield survey, ABS No. 562 (Parcel 40)

Name on Check:

Daniel Dwayne Krueger

SSN#:

[REDACTED]

Mailing Address:

PO Box 667  
Hutto, TX 78634-0667

**HOLD**

**HOLD**

Amount of Check:

\$225,461.70

Date to Pick Up Check:

1/27/09

Requested by:

*[Signature]*

Date: 1/21/09

Lisa Dworaczyk

Sheets & Crossfield, P.C.

**HOLD**

Approved by:

*[Signature]*

Date: 1/21/09

Dan A. Gattis, County Judge

Williamson County

**HOLD**

Blank WMCO check request (00111875).DOC/jw

# POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

WHEREAS, DANIEL DWAYNE KRUEGER, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

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

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

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of THREE HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED SIXTY ONE AND 70/100 DOLLARS (\$225,461.70) paid by the GRANTEE, which amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry and possession for construction, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

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

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

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

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

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

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

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
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, excutors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee

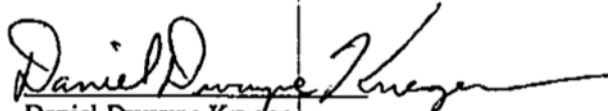
shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of 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.

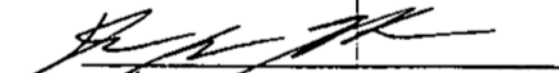
Executed this the 12<sup>th</sup> day of December, 2008.

**GRANTOR:**

  
Daniel Dwayne Krueger

**GRANTEE:**

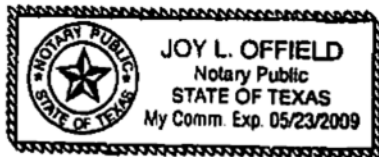
WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gattis  
Williamson County, Texas

**ACKNOWLEDGMENT**

STATE OF Texas  
COUNTY OF Williamson

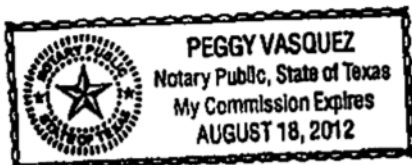
This instrument was acknowledged before me on this the 13<sup>th</sup> day of December, 2008 by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited herein.



Joy L. Offield  
Notary Public, State of Texas  
Printed Name: Joy L. Offield  
My Commission Expires: 5/23/2009

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 18<sup>th</sup> day of December, 2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.



Peggy Vasquez  
Notary Public, State of Texas  
Printed Name: Peggy Vasquez  
My Commission Expires: 8/18/2012

After recording return to:

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



# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW  
309 East Main Street • Round Rock, TX 78664-5216  
phone 512-255-8877 • fax 512-255-8986

i/# 34492

**HOLD**

## Request for Check

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:  
Daniel Dwayne Krueger

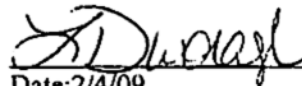
SSN#:

Mailing Address:  
PO Box 667  
Hutto, TX 78634-0667


Amount of Check:  
\$37,527.07

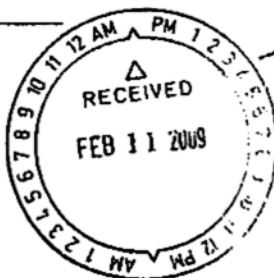
Date to Pick Up Check:  
2/17/09

Requested by:

  
Date: 2/4/09  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

  
Date:  
Dan A. Gattis, County Judge  
Williamson County



Blank WMCO check request (00111875).DOC/jw



POSSESSION AND USE AGREEMENT

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

WHEREAS, DANIEL DWAYNE KRUEGER, TRONA T. BLAHA, ~~TRONIA~~  
~~LATRELLE KRUEGER-AVERY~~, 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 Exhibits "A-C", which is attached  
hereto and made a part hereof; and

*TREILA Krueger*  
*Aery*  
*KA*

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee  
simple interest in the tract(s) of land described in Exhibits "A-C", 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 sum of ONE HUNDRED FIFTY THOUSAND ONE  
HUNDRED EIGHT AND 30/100 DOLLARS (\$150,108.30) paid by the GRANTEE, which  
amount represents 90% of the estimated compensation for the acquisition of the Property to be  
acquired and any damages to the remaining property, the receipt and sufficiency of which are  
hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these  
presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an  
irrevocable right-of-entry and possession for construction, with the right of exclusive possession  
over, upon, and across those tracts of land described in Exhibits "A-C".

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

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

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The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
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.

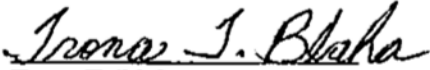
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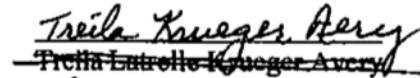
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Executed this the 14th day of December, 2008.

GRANTOR:

  
Daniel Dwayne Krueger

  
Trona T. Blaha

  
~~Treila Luttrell Krueger Avery~~  
TREILA KRUEGER AERY (KA)

GRANTEE:

WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gattis  
Williamson County, Texas

# Sheets & Crossfield, P.C.

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

34597  
Hut

HOLD

HOLD Request for Check

HOLD

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:  
Treila Krueger-Aery

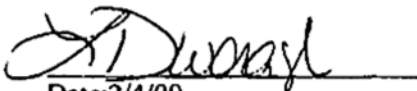
SSN#:  
[REDACTED]

Mailing Address:  
PO Box 667  
Hutto, TX 78634-0667

Amount of Check:  
\$37,527.08

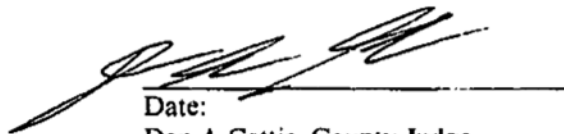
Date to Pick Up Check:  
2/17/09

Requested by:



Date: 2/4/09  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:



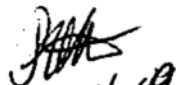
Date:  
Dan A. Gattis, County Judge  
Williamson County



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PTT 0204-02-07  
PTT cell

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ROW

  
2-11-09

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POSSESSION AND USE AGREEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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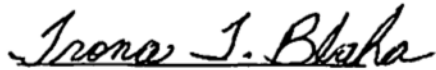
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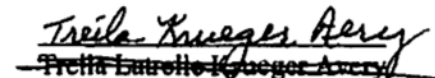
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Executed this the 16th day of December, 2008.

GRANTOR:

  
Daniel Dwayne Krueger

  
Trona T. Blaha

  
~~Treila Krueger Aery~~  
TREILA KRUEGER AERY (AKA)

GRANTEE:

WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gattis  
Williamson County, Texas



# Sheets & Crossfield, P.C.

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

34489  
Hut

**HOLD**

Request for Check

PTT 0204-02-027  
PTT ell

**HOLD**

**HOLD** 2-3 Row  
Auth  
2-109

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:  
Trona T. Blaha

SSN#: [REDACTED]

Mailing Address:  
PO Box 667  
Hutto, TX 78634-0667

Amount of Check:  
\$75,054.15

Date to Pick Up Check:  
2/17/09

Requested by:

L. Dworacz  
Date: 2/4/09  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

[Signature]  
Date:  
Dan A. Gattis, County Judge  
Williamson County



POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

WHEREAS, DANIEL DWAYNE KRUEGER, TRONA T. BLAHA, ~~TREILA~~  
~~LATRELLE KRUEGER AVERY~~, 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 Exhibits "A-C", which is attached  
hereto and made a part hereof; and

TREILA Krueger  
Avery  
TKA

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee  
simple interest in the tract(s) of land described in Exhibits "A-C", 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 sum of ONE HUNDRED FIFTY THOUSAND ONE  
HUNDRED EIGHT AND 30/100 DOLLARS (\$150,108.30) paid by the GRANTEE, which  
amount represents 90% of the estimated compensation for the acquisition of the Property to be  
acquired and any damages to the remaining property, the receipt and sufficiency of which are  
hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these  
presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an  
irrevocable right-of-entry and possession for construction, with the right of exclusive possession  
over, upon, and across those tracts of land described in Exhibits "A-C".

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

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

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

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

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

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

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
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.

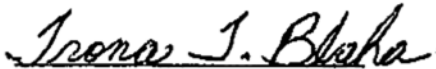
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of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

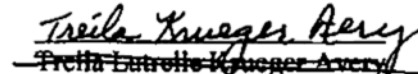
TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than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

Executed this the 14th day of December, 2008.

GRANTOR:

  
Daniel Dwayne Krueger

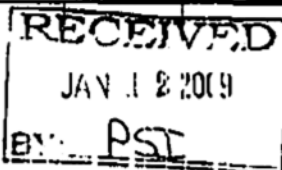
  
Trona T. Blaha

  
~~Treila Lutrolle Krueger Aery~~  
TREILA KRUEGER AERY (KA)

GRANTEE:

WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gattis  
Williamson County, Texas



# INVOICE

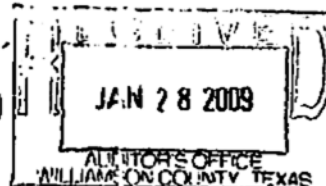
Williamson County  
Attn: Jeff Rogers  
7909 Richard King Trail  
Austin, TX 78749

~~#50334~~ V# 34552  
Wichita, KS  
PIT 0204-02037  
PIT all

Invoice #: R84041460  
Invoice Date: December 23, 2008  
Payment Terms: Net 30

## Final Invoice

U-Number: U12273  
Project: ~~US 79~~  
US 79, sect. 3  
Construction Begin Date: 9/22/2008  
Construction End Date: 10/07/08



Item	Cost
Materials	
Wax	19,648.00 <del>20,974.24</del>
ROW/Real Estate	
ROW Agent - KPL	1,600.00
Contract Labor	
Contractor	20,900.00 <del>22,310.75</del>
Inspector	7,842.00
Engineer - Contract	4,128.50
Engineer - KPL	10,000.00

WILLIAMSON COUNTY  
INVOICE

Approved by: *[Signature]*

Funding Source: ☒ GO ☒ CO

Other:

0204-02-027 -3.1  
Project/Dept. #

Date 01/12/09

TOTAL AMOUNT DUE

\$ ~~66,855.49~~

64,118.50

Pay by: ☒ Check ☐ Wire

If you have questions concerning the construction, please contact Eulalio Orta at (361) 242-5546.  
If you have questions concerning this invoice, please contact Rod Thimesch at (316) 828-8329.

## REMIT TO:

Koch Pipeline Company, L.P.  
Attn: Accounts Receivable  
4111 E. 37th St. N.  
Wichita, KS 67220

Account# 304691399  
JP Morgan Chase  
New York, NY  
ABA Routing # 021000021

*[Handwritten notes]*  
Alba Utility  
1/12/2009  
1/12/09

**Sheets & Crossfield, P.C.**

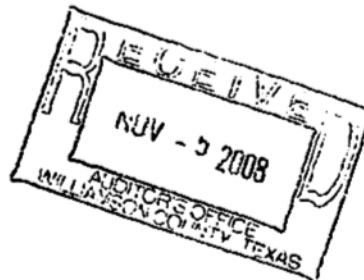
309 E. Main St.  
Round Rock, TX 78664  
(512) 255-8877

Statement as of October 31, 2008

Statement No. 22795

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

Hwy 79 (pass through) East Hutto to CR 402  
PTT0204-02-027  
Matter ID: 1027.0622



**Professional Fees:**

			<u>Hours</u>	<u>Amount</u>
09/30/08	DJC	Work on Nelson driveway issues and revisions to plan sheets regarding same. Work on Covert access and signalization issues. Prepare memo to file regarding parcel 37 fireworks stand leaseback approval, and correspondence regarding lease area and start date.	1.90	\$342.00
	LD	Deliver funds for closing on Bigon/Parcel 45 to Texas American Title.	1.00	\$90.00
10/01/08	DJC	Work on negotiations for parcel 44 remainder sale, and correspondence with purchaser attorney and Bigon attorney regarding same.	0.60	\$108.00
10/02/08	DJC	Telephone conference with Gene T. regarding Winkelmann water line and acquisition issues, and view property regarding same. Work on Covert issues.	1.30	\$234.00
10/05/08	DJC	Work on Covert subdivision revision issues, and identification of conveyed parcels within subdivision. Work on pond revision issues.	1.00	\$180.00
10/06/08	CDC	E-mails to Ted Hejl.	0.30	\$54.00
	DJC	Telephone conference with engineers regarding preparation for meeting with Covert. Work on subdivision revision issues for same. Telephone conference with surveyor regarding same. Telephone conference with Jim H. regarding Covert issues. Telephone conference with HNTB regarding 1660 connection issues for inquiry by landowners. Receive and review Leschber appraisal. Work on negotiations. Attend meeting with Covert.	4.60	\$828.00
	LD	Receive and review updated appraisal on Parcel 36/Leschber. Work on A-10 forms.	1.50	\$135.00

			<u>Hours</u>	<u>Amount</u>
10/09/08	CDC	Phone conference with Commissioner Morrison.	0.20	\$36.00
10/12/08	DJC	Draft partial release for Bigon, Jr. acquisition. Work on water line coordination on Winkelmann property. Work on billboard relocation issue for Bigon, Sr. property.	1.90	\$342.00
10/13/08	DJC	Work on fireworks leaseback issues on Weiss property.	0.40	\$72.00
10/15/08	DJC	Meeting with Barron and Covert regarding pond and parking issues. Telephone conference with Lory J. regarding issues for same. Meeting with engineers regarding pond issues.	3.40	\$612.00
10/16/08	DJC	Work on relocation extension requests for Davis. Work on Bigon negotiations. Work on Covert detention pond reconfiguration issues. Work on Bigon title curative issues.	1.50	\$270.00
10/17/08	DJC	Review file and prepare deed for Bigon, Jr., and work on title curative issues for same. Work on Johnson sign issues. Work on Taylor negotiations.	1.20	\$216.00
	LD	Telephone conference with Laura Harris regarding estimated completion for ROW acquisitions on Hwy 79/Section 3.	0.50	\$45.00
10/20/08	DJC	Work on Bigon negotiations. Work on investigation and review of appraisal comparables. Review and revise draft condemnation resolutions for Tiechelman and Kruger parcels.	1.50	\$270.00
	LD	Work on project status and priority for condemnation. Draft resolutions for condemnation on Parcels 27, 32, 38, 39 and 40. Telephone conference and correspondence with Pete Correa regarding adding resolutions to the Comm. Court agenda.	2.00	\$180.00
10/21/08	DJC	Work on circuitry of travel issues for Winkelmann. Work on drainage area calculation issues for Covert, and meeting with engineers regarding same. Work on condemnation parcel analysis. Work on possession agreement issues.	3.40	\$612.00
	LD	Work on corrections to resolutions for condemnation.	1.00	\$90.00
	LD	Telephone conference with Eric Winkelman/Parcel 42 regarding driveway and access issues.	0.50	\$45.00
10/22/08	MP	E-mail to Lisa D. regarding Commissioner's Court Agenda.	0.20	\$9.00
	LD	Correspondence with Pam Navarrette at WMCO regarding a refund from the title company for a partial release on Parcel 45.	0.50	\$45.00



V# 5100  
RL

QTT 0204-02-027 Page 3

			Hours	Amount
10/22/08	LD	Telephone conference and correspondence with Laura Harris regarding the appraisal and real estate contract for Parcel 44/Krebs.	0.50	\$45.00
	LD	Work on adding resolutions for condemnation to Commissioner's Court agenda for Parcels 27, 32, 38, 39 and 40.	1.50	\$135.00
10/23/08	CDC	Review memos regarding actions on next agenda.	0.50	\$90.00
	DJC	Review file and prepare draft real estate contract for Leschber acquisition. Meeting with Erik C. regarding settlement issues.	1.70	\$306.00
	LD	Work on drafting resolutions for condemnation for all remaining ROW parcels.	2.00	\$180.00
	LD	Correspondence with Jim Henry regarding Leschber/Parcel 36.	0.50	\$45.00
10/24/08	LD	Continue drafting condemnation resolutions for all remaining parcels on Section 3.	2.00	\$180.00
	LD	Telephone conference with Leland Enochs regarding Parcel 43/Bigon.	0.50	\$45.00

Sub-total Fees:

39.60 \$5,841.00

Expenses:

09/30/08	Invoice #08-6397 from Paul Hornsby.	3,915.00
	LD - 20 miles - Travel to WMCO to pick up funds for Bigon/Parcel 45 closing. Deliver same to TX American Title.	11.70
10/01/08	Invoice #30025 from Sandy Riels.	500.00
10/23/08	LD - 20 miles - Travel to WMCO to deliver original Resolutions for Commissioner's Court.	11.70
10/24/08	Invoice #79H-015 from Crossland Acquisitions.	3,243.75

Sub-total Expenses:

\$7,682.15

Total Current Billing:

\$13,523.15

Total Now Due:

\$13,523.15

Timekeeper Summary

Name  
Charlie Crossfield  
Don Childs

Hours	Rate	Amount
1.00	180.00	\$180.00
24.40	180.00	\$4,392.00

# Sheets & Crossfield, P.C.

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

V# 23063

PTT 0204-02-027

PTToll

2-3 Row

HOLD

## Request for Check

Project Name: WMCO Bonds Hwy 79/Section 3 Parcel 43

Legal description:

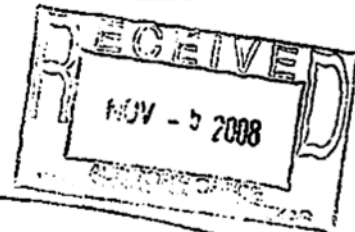
2.260 acre and 1.729 acre tracts of land out of the James C. Eaves survey, Abstract No. 213

Name on Check:  
Texas American Title

SSN#:

74-2771227

Mailing Address:  
715 Discovery Blvd. Ste 205  
Cedar Park, TX 78613



Amount of Check:  
\$669,569.75

Date to Pick Up Check:  
11/11/08

Requested by:

Date: 11/03/08  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

Date: 11/03/08  
Dan A. Gattis, County Judge  
Williamson County

11-05-08

Blank WMCO check request (00111875).DOC/jw

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	5. File Number: 8891-08-1492	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.p.c." were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS & CROSSFIELD 309 E. MAIN ST. ROUND ROCK, TX 78864	E. Name and Address of Seller JOHN BIGON AND MARY BIGON 12025 HWY 79 TAYLOR, TX 78744	F. Name and Address of Lender
---	--	-------------------------------

## G. Property Location

, Tx

COUNTY: WILLIAMSON

LOT:

BLOCK:

SUBDIVISION:

## H. Settlement Agent

TEXAS AMERICAN TITLE COMPANY OF AUSTIN

Place of Settlement  
716 DISCOVERY BLVD. #205,  
CEDAR PARK, TX 78613

I. Settlement Date 11/24/2008


## J. SUMMARY OF BORROWER'S TRANSACTIONS


100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$684,073.00	401. Contract Sales Price	\$684,073.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$4,437.75	403.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
118. Assessments		418. Assessments	
119.		419.	
121. Additional Compensation Improvements	\$1,059.00	421. Additional Compensation Improvements	\$1,059.00
120. Gross Amount Due From Borrower	\$669,589.75	420. Gross Amount Due To Seller	\$665,132.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
218. Assessments		518. Assessments	
219.		519.	
220. Buyer's Total Credits	\$0.00	520. Seller's Total Charges	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$669,589.75	601. Gross Amount Due To Seller (line 420)	\$665,132.00
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [X] From [ ] To Borrower	\$669,589.75	603. Cash [X] To [ ] From Seller	\$665,132.00

1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Agency Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Caseing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Broker		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Paid to Texas American Title Company of Austin		\$1,000.00
1109. Lender's Coverage		
1110. Owner's Coverage (864073.00) Texas American Title Company of Austin, 100.00 % 3665.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 182.75)		\$182.75
1120. Escrow Fee to Texas American Title Company of Austin		\$300.00
1121. Tax Certificate to Processing Solutions, Inc.		\$85.00
1122. Texas Policy Quoting Fee to TATCOA/LIA, PCF		\$1.00
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Paid Inspection		
1400. Total Settlement Charges		\$4,437.75
1500. Total Settlement		\$0.00

I have carefully reviewed this HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

 John Bagon  
Williamson County Judge

 Mary Bagon

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date 11/24/2003

# Sheets & Crossfield, P.C.

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

V# 23063

PJT 0204-02-027

PTTall

2-3

Row

## Request for Check

HOLD

HOLD

Project Name: WMCO Bonds Hwy 79/Section 3 Parcel 36

Legal description:

2.930 acre and 0.29 acre tracts of land out of the J.J. Stubblefield Survey, Abstract No. 562

Name on Check:

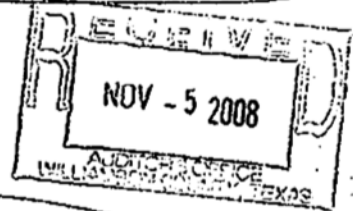
Texas American Title

SSN#:

74-2771227

Mailing Address:

715 Discovery Blvd. Ste 205  
Cedar Park, TX 78613



HOLD

Amount of Check:

\$372,891.60

Date to Pick Up Check:

11/11/08

Requested by:

Date: 11/03/08

Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

Date: 11/03/08

Dan A. Gattis, County Judge  
Williamson County

11-15-08

Blank WMCO check request (00111875).DOC/jw

## B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.  
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:

0691-08-1424

7. Loan Number:

8. Mortgage Insurance Case Number:

## C.

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.a.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower  
WILLIAMSON COUNTYC/O SHEETS & CROSSFIELD 309 E. MAIN ST.  
ROUND ROCK, TX 76664E. Name and Address of Seller  
LARRY W. LESCHBER4000 C R 132  
HUTTO, TX 75634

F. Name and Address of Lender

G. Property Location  
US 79,  
. TXCOUNTY: WILLIAMSON  
PARCEL ID: 38, PART I  
LOT:  
BLOCK:  
SUBDIVISION:  
US 79,  
. TXCOUNTY: WILLIAMSON  
PARCEL ID: 38, PART II  
LOT:  
BLOCK:  
SUBDIVISION:H. Settlement Agent  
TEXAS AMERICAN TITLE COMPANY OF AUSTINPlace of Settlement  
715 DISCOVERY BLVD. #206,  
CEDAR PARK, TX 78613

I. Settlement Date 11/14/2005

## J. SUMMARY OF BORROWER'S TRANSACTIONS

100. Gross Amount Due From Borrower	
101. Contract Sales Price	\$369,875.00
102. Personal Property	
103. Settlement Charges to Borrower	\$3,018.80
Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes	
114. County Taxes	
115. Assessments	
116.	

## K. SUMMARY OF SELLER'S TRANSACTIONS

400. Gross Amount Due To Seller	
401. Contract Sales Price	\$369,875.00
402. Personal Property	
403.	
Adjustments For Items Paid By Seller In Advance	
413. City/Town Taxes	
414. County Taxes	
415. Assessments	
416.	

120. Gross Amount Due From Borrower	\$372,893.80	430. Gross Amount Due To Seller	\$369,875.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
215. Assessments		515. Assessments	
216.		516.	

220. Buyer's Total Credits	\$0.00	520. Seller's Total Charges	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$372,893.80	601. Gross Amount Due To Seller (line 420)	\$369,875.00
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [X] From [ ] To Borrower	\$372,893.80	603. Cash [X] To [ ] From Seller	\$369,875.00

1003. Hazard Ins. Premium			
1004. Reserves Deposited With Lender			
1005. Hazard Ins. Reserve			
1006. Mortgage Ins. Reserve			
1007. City Property Taxes			
1008. County Property Taxes			
1009. Ad Valorem Accounting Adjustment			
1100. Title Charges			
1101. Subordinate/Chasing Fee			
1102. Abstract or Title Search			
1103. Title examination			
1104. Title Insurance Binder			
1105. Document preparation			
1106. Notary fee			
1107. Attorney Fee			
1108. Title Ins. Paid to Texas American Title Company of Austin		\$2,294.00	
1109. Lender's Charge			
1110. Owner's Charge (\$58975.00) (Texas American Title Company of Austin, 100.00 %, 2294.00)			
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 342.00)			
1112. Election Fee to Texas American Title Company of Austin		\$342.00	
1113. Tax Certificate to Processing Solutions, Inc.		\$20.00	
1114. Texas Policy Query Fee to TITCO/ATL, PCF		\$65.00	
1115. Government Recording And Transfer Charges		\$5.00	
1116. Additional Settlement Charges			
1301. Survey			
1302. Paid Inspection			
1400. Total Settlement Charges		\$3,016.00	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all charges and disbursements made on my account or by me on this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS

William County

Larry H. Lashover

For Don A. Gault, County Judge  
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date

11/14/2008



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

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

V#23063  
GTT-0204-02-027  
GTTall  
2.3  
Row

## Request for Check

Project Name: WMCO Hwy 79/Section 3 Parcel 45

### Legal description:

0.262 AC out of the James C. Eaves Survey Abstract No. 213

Name on Check:  
Texas American Title


SSN#:  
74-2771227

Mailing Address:  
715 Discovery Blvd Ste 205  
Cedar Park, TX 78613

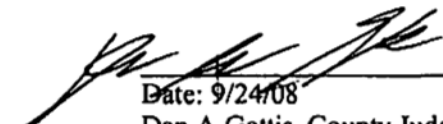
Amount of Check:  
\$66,616.95

Date to Pick Up Check:  
9/30/08

Requested by:

  
Date: 9/24/08  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

  
Date: 9/24/08  
Dan A. Gattis, County Judge  
Williamson County

Blank WMCO check request (00111875).DOC/jw

B. Type of Loan			6. File Number:			7. Loan Number:			8. Mortgage Insurance Case Number:		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	9581-08-1450								
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.										

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.p.c." were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS AND CROSSFIELD 300 E. MAIN ST. ROUND ROCK, TX 78664		E. Name and Address of Seller JOHN ARTHUR BIGON JR. AND JANICE KAY BIGON 12501 HWY. 79 TAYLOR, TX 75674		F. Name and Address of Lender CASH :	
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G. Property Location HWY 79 TAYLOR, TX 75674  COUNTY: WILLIAMSON PARCEL ID: 45 LOT: BLOCK: SUBDIVISION: 0.282 ACRE JAMES C. EAVES SURVEY ABSTRACT NO. 213		H. Settlement Agent TEXAS AMERICAN TITLE COMPANY OF AUSTIN  Place of Settlement 718 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613		I. Settlement Date 09/30/2001	
---	--	---	--	-------------------------------	--

J. SUMMARY OF BORROWER'S TRANSACTIONS				K. SUMMARY OF SELLER'S TRANSACTIONS			
100. Gross Amount Due From Borrower				400. Gross Amount Due To Seller			
101. Contract Sales Price		\$48,492.00		401. Contract Sales Price		\$48,492.00	
102. Personal Property				402. Personal Property			
103. Settlement Charges to Borrower		\$1,306.85		403.			
Adjustments For Items Paid By Seller in Advance				Adjustments For Items Paid By Seller in Advance			
113. City/Town Taxes				413. City/Town Taxes			
114. County Taxes				414. County Taxes			
115. Assessments				415. Assessments			
116.				416.			
121. Additional Compensation for Improvements		\$10,818.00		421. Additional Compensation for Improvements		\$10,818.00	
120. Gross Amount Due From Borrower		\$50,818.00		420. Gross Amount Due To Seller		\$50,818.00	
200. Amounts Paid By Or In Behalf Of Borrower				500. Reductions In Amount Due To Seller			
201. Deposit or Earnest Money				501. Excess Deposits			
202. Principal				502. Settlement Charges to Seller		\$0.00	
203. Existing Loan(s) Taken Subject to				503. Existing Loan(s) Taken Subject to			
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller			
210.				510.			
211.				511.			
212.				512.			
213. City/Town Taxes				513. City/Town Taxes			
214. County Taxes				514. County Taxes			
215. Assessments				515. Assessments			
216.				516.			
220. Buyer's Total Credits		\$0.00		520. Seller's Total Charges		\$0.00	
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross Amount Due From Borrower (line 120)		\$50,818.00		601. Gross Amount Due To Seller (line 420)		\$50,818.00	
302. Less Amounts Paid By/for Borrower (line 220)		\$0.00		602. Less Deductions in Amt. Due To Seller (line 520)		\$0.00	
303. Cash [X] From [ ] To Borrower		\$50,818.00		603. Cash [X] To [ ] From Seller		\$50,818.00	

## L Settlement Statement

700. Total Sale Commission	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) As Follows:		
701. Commission Listing		
702. Commission Selling		
703. Commission paid at settlement		
800. Items Payable in Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
806. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1010. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Total to Texas American Title Company of Austin	\$493.00	
1109. Lender's Coverage		
1110. Owner's Coverage (48492.00) (Texas American Title Company of Austin, 100.00 %, 493.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 73.95)	\$73.95	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1125. Tax Certificate to Processing Solutions, Inc.	\$68.00	
1152. Texas Policy Guaranty Fee to TATCOA/L.B.O. PGF	\$6.00	
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1305. Partial Release to Guaranty Bank	\$350.00	
1400. Total Settlement Charges	\$1,306.95	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS

William County

John Arthur Bigon, Jr.

By: Dan A. Gable, County Judge

Janice Kay Bigon

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

09/30/2006