

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HOMER E. MICK, JR., (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 0.313 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 11); and

Electric easement interest in and to that certain 0.112 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 11E); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described on Exhibit "A" attached hereto, 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 shall be the sum of SIXTY FIVE THOUSAND and 00/100 Dollars (\$65,000.00).

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 November 6, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Electric Easement to Pedernales Electric Cooperative in and across the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI ESCROW DEPOSIT

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

ARTICLE VII BREACH BY SELLER

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

ARTICLE VIII BREACH BY PURCHASER

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

ARTICLE IX MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:

Homer E. Mick, Jr.
Homer E. Mick, Jr.

Date: 10-12-09

Address: 11514 Truett Hill
Dr. Austin, Texas 787

PURCHASER:

County of Williamson

By: Dan A. Gattis
Dan A. Gattis, County Judge
Date: 10-26-09

710 Main Street, Suite 101
Georgetown, Texas 78626



Page 1 of 4
PARCEL 11
March 4, 2009

County: Williamson
Parcel No.: 11
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 11

BEING 0.313 of an acre (13,647 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land called 4.40 acres, conveyed to Homer E. Mick, Jr., by deed recorded as in Volume 856, Page 641 of the Deed Records of Williamson County, Texas. Surveyed on ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most southerly corner of the above referenced Mick tract being the most westerly corner of Lot 4 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39 of the Plat Records of Williamson County, Texas.

THENCE, along the said Southeast line of the said 4.40 acre Mick tract, being the Northwest line of the said Lot 4, N 46°22'30" E, 569.13 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of station 427+43.27, for the most southerly corner and the Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Southwest line of RM 2338, N 45°03" W, 251.01 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 2) And N 88°15'00" W, 72.90 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the said Southwest line of Ridgewood Road, being the Northwest line of the said 4.40 acre Mick tract, for the most westerly corner hereof;
- 3) THENCE, along the said Southeast line of Ridgewood Road, N 48°33'00" E, 90.17 feet to an iron pin with TxDOT aluminum cap set at the intersection of the existing Southwest line of RM 2338 and the Southeast line of Ridgewood Road for the most northerly corner of the said 4.40 acre Mick tract, for the most northerly corner hereof;
- 4) THENCE, along the said existing Southwest line of RM 2338, S 45°31'00" E, 299.55 feet to an iron pin with TxDOT aluminum cap set for the most easterly corner of the said 4.40 acre Mick tract, being the most northerly corner of Lot 4, for the most easterly corner hereof;

PARCEL II

March 4, 2009

- 5) THENCE, S 46°22'30" W, 42.53 tract to the Place of the BEGINNING and containing 0.313 acres (13,647 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

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

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

PROPOSED R.O.W.

EXISTING R.O.W.

R.M. 2338

PROPOSED CENTERLINE

N 48° 33' 00" E
90.17'

West Ridgewood Rd.

N 48° 33' 00" E 532.61'

(N 48° 50' E 623.07')

S 45° 31' 00" E 299.55'

(S 45° 05' E 299.53')

N 45° 03' 00" W 251.01'

N 88° 15' 00" W
72.90'

4.40 AC
HOMER E. MICK, JR.
Vol 856 Page 641

0.313 AC
13.647 Sq. Ft.
POB
Parcel 1
427.43.27
75.00

S 46° 22' 30" W
42.53'

PROPOSED R.O.W.

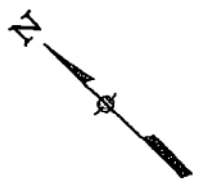
LOT 4
RUBEN VIDAL
and wife, ADELaida VIDAL
2003067180

S 46° 22' 30" W 569.13'

(S 46° 40' W 610.70')

POB
Parcel 11

LEWIS P. DYCHES SURVEY
Abstract # 171



0 25 50 75 100
SCALE IN FEET

PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

HOMER E. MICK Jr.



Texas Department of Transportation
2004 by Texas Department of Transportation
2010 Update

SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 11
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

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

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

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

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



PAGE 4 OF 4

STEGE BIZZELL

1171 S. ALBERTA AVE. SUITE 100
DALLAS, TEXAS 75215
PHONE: 214.343.1111 FAX: 214.343.1112
WWW.STEGEBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
HOMER E. MICK Jr.



SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 11
Plat 2 of 2



Page 1 of 4
PARCEL 11 (U1)
April 23, 2009

County: Williamson
Parcel No.: 11 (U1)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 11 (U1) EASEMENT

BEING 0.112 of an acre (4,888 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land called 4.40 acres, conveyed to Homer E. Mick, Jr., by deed recorded as in Volume 856, Page 641 of the Deed Records of Williamson County, Texas, Surveyed on ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most southerly corner of the above referenced 4.40 acre Mick tract being the most westerly corner of Lot 4 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39 of the Plat Records of Williamson County, Texas, said Lot 4 having been conveyed to Ruben Vidal and wife, Adelaida Vidal by Document No. 2003067180 of the Official Public Records of Williamson County, Texas.

THENCE, along the said Southeast line of the said 4.40 acre Mick tract, being the Northwest line of the said Lot 4, N 46°22'30" E, 554.13 feet to a point for the most southerly corner and the Point of BEGINNING hereof;

- 1) THENCE, N 45°03'00" W, 244.70 feet to a point;
- 2) And N 88°15'00" W, 82.93 feet to a point, on the Southwest line of West Ridgewood Road, being the Northwest line of the said 4.40 acre Mick tract, for the most westerly corner hereof;
- 3) THENCE, along the said Southeast line of West Ridgewood Road, being the Northwest line of the said 4.40 acre Mick Tract N 48°33'00" E, 21.91 feet to a TxDOT Type II monument set at the intersection of the proposed Southwest line of Ranch to Market Highway No. 2338 and the Southeast line of West Ridgewood Road, for the most northerly corner hereof;
- 4) THENCE, along the said proposed Southwest line of RM 2338, S 88°15'00" E, 72.90 feet to a TxDOT Type II Monument set;

5) and S 45°03'00" E, 251.01 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said 4.40 Mick Tract, being the Northwest line of the said Lot 4, for the most easterly corner hereof;

6) THENCE, S 46°22'30" W, 15.01 tract to the Place of the BEGINNING and containing 0.112 acres (4,888 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

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



20863 PARCEL 11 (U1) Easement.doc

PLAT 0 ACCOMPANY PARCEL DESCRIPTION

PROPOSED R. O. W.

EXISTING R. O. W.

RM 2338

425+00

L1

EXISTING R. O. W.

(L1)

L2

PROPOSED R. O. W.

L7

L8

N 45° 03' 00" W 244.70'

PROPOSED EASEMENT
0.112 AC
4,888 Sq. Ft.

4.40 AC
HOMER E. MICK, JR.
856/641

LEWIS P. DYCHES SURVEY
Abstract # 171

WEST RIDGEWOOD ROAD

N 48° 33' 00" E 510.69'

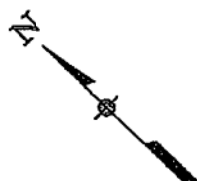
(N 48° 50' 00" E 623.00')

(S 46° 40' 00" W 610.70')

S 46° 22' 30" W 554.13'

LOT 3 AND 4 OF
INDUSTRIAL PARK SECTION II
CABINET 0, SUDE 39

LOT 4
RUBEN VIDAL and wife,
ADELAIDA VIDAL
2003067180



0 30 60
SCALE IN FEET

(N 47° 01' 00" W 323.65')

N 47° 15' 45" W 323.70'

PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

HOMER E. MICK Jr.

WILLIAMSON
COUNTY
TENN

SCALE:

1" = 60'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL:

11(U1)

PLAT 1 OF 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

CODE	BEARING	DISTANCE
L1	S 45°31'00" E	299.55'
(L1)	(S 45°05'00" E)	299.53'
L2	S 45°03'00" E	251.01'
L3	N 48°33'00" E	90.17'
L4	N 48°33'00" E	21.91'
L5	S 88°15'00" E	72.90'
L6	N 88°15'00" W	82.93'
L7	S 46°22'30" W	42.53'
L8	S 46°22'30" W	15.01'

NOTES:

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

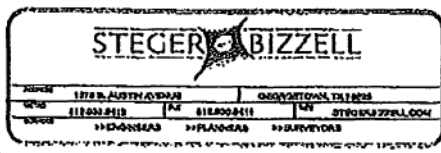
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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

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



PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:

HOMER E. MICK Jr.



SCALE: 1" = 60'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 11(U1)
PLAT 2 OF 2



**SPECIAL WARRANTY DEED
RM 2338 Right of Way**

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 0.313 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 11)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Homer E. Mick, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Homer E. Mick, Jr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S ADDRESS:

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

AFTER RECORDING RETURN TO:



ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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

Being approximately 0.112 acre of land, more or less, out of a certain tract or parcel of land and being part of the Lewis P. Dyches Survey, Abstract No. 171 in Williamson County, Texas, and being further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over our adjacent lands if not available from a public right of way and if necessary to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

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

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

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

GRANTOR:

Homer E. Mick, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

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§
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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Homer E. Mick, Jr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO: