

**REAL ESTATE CONTRACT**  
**RM 2338 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (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 0.167 acre, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1); and

A waterline easement interest in and across all of that certain 0.078 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31WE, part 1).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" herein, 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 TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

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 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

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 Georgetown Title Company on or before October 30, 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 in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of 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 or other property interest, as applicable, in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (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.

#### 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

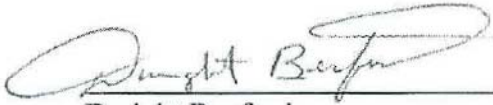
9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

#### 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, 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.

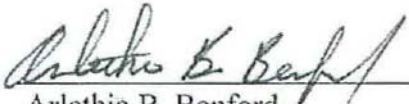
*[signature page follows]*

**SELLER:**

  
Dwight Benford

Date: 10-21-09

Address: \_\_\_\_\_  
\_\_\_\_\_

  
Arlethia B. Benford

Date: 10-21-09

Address: \_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

County of Williamson

By:   
Dan A. Gattis, County Judge  
Date: 11-04-09

EXHIBIT A

County: Williamson  
Parcel No.: 31 Part I  
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 31 PART I**

BEING, 0.167 of an acre (7,252 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot A of the Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas; said land being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607949 of the Official Records of Williamson County, Texas. Surveyed on the 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 on, or near, the of Southwest line of the Frederick Foy Survey Abstract No. 229, being the Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, marking the Northwest corner of the above-referenced Lot A, being the Northeast corner of that certain tract of land called, 1.781 acres, as conveyed to M & H Machine & Welding, Inc., by deed recorded as Document No. 9525834 of the Official Records of Williamson County, Texas;

THENCE, along, or near, the said Southwest line of the Frederick Foy Survey, Abstract No. 229, and the said Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, being the West line of the said Lot A and the East line of the said 1.781 Acre M & H Machine & Welding Inc. tract, S 19°24'00" E, 233.78 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 63.23 feet left of station 450+79.01, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed North line of RM 2338 along a curve to the left having a radius of 1,330.00 feet, a Central Angle of 7°15'26" and Long Chord bears S 71°21'00" E, 168.35 feet, an arc distance of 168.46 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 East line of the said Lot A, being the West line of Lot B of the said Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, for the Northeast corner hereof;
- 2) THENCE, S 12°33'00" E, 52.68 feet to a TxDOT Type I Concrete Marker found on the existing North line of RM 2338, marking the Southeast corner of the said Lot A and the Southwest corner of the said Lot B, for the Southeast corner hereof;

- 3) **THENCE, along said existing North line of RM 2338, along a curve to the right having a radius of 1,870.06 feet, a Central Angle of 4°55'19" and Long Chord bears N 71°10'30" W, 160.59 feet, an arc distance of 160.64 to an iron pin found marking the Southwest corner of the said Lot A, being the Southeast corner of that certain tract of land, called 0.036 of an acre, as conveyed to the State of Texas by deed recorded as Document No. 2006059903 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;**
- 4) **THENCE, along the West line of the said Lot A, N 20°00'45" W, 11.57 feet to a TxDOT Type II monument found, marking the Northeast corner of the said 0.036 of an acre State of Texas tract, being the Southeast corner of the remainder of that said 1.781 acre M & H Machine & Welding Inc. tract;**
- 5) **And N 19°24'00" W, 45.13 feet to the Place of BEGINNING and containing 0.167 of an acre (7,252 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.**

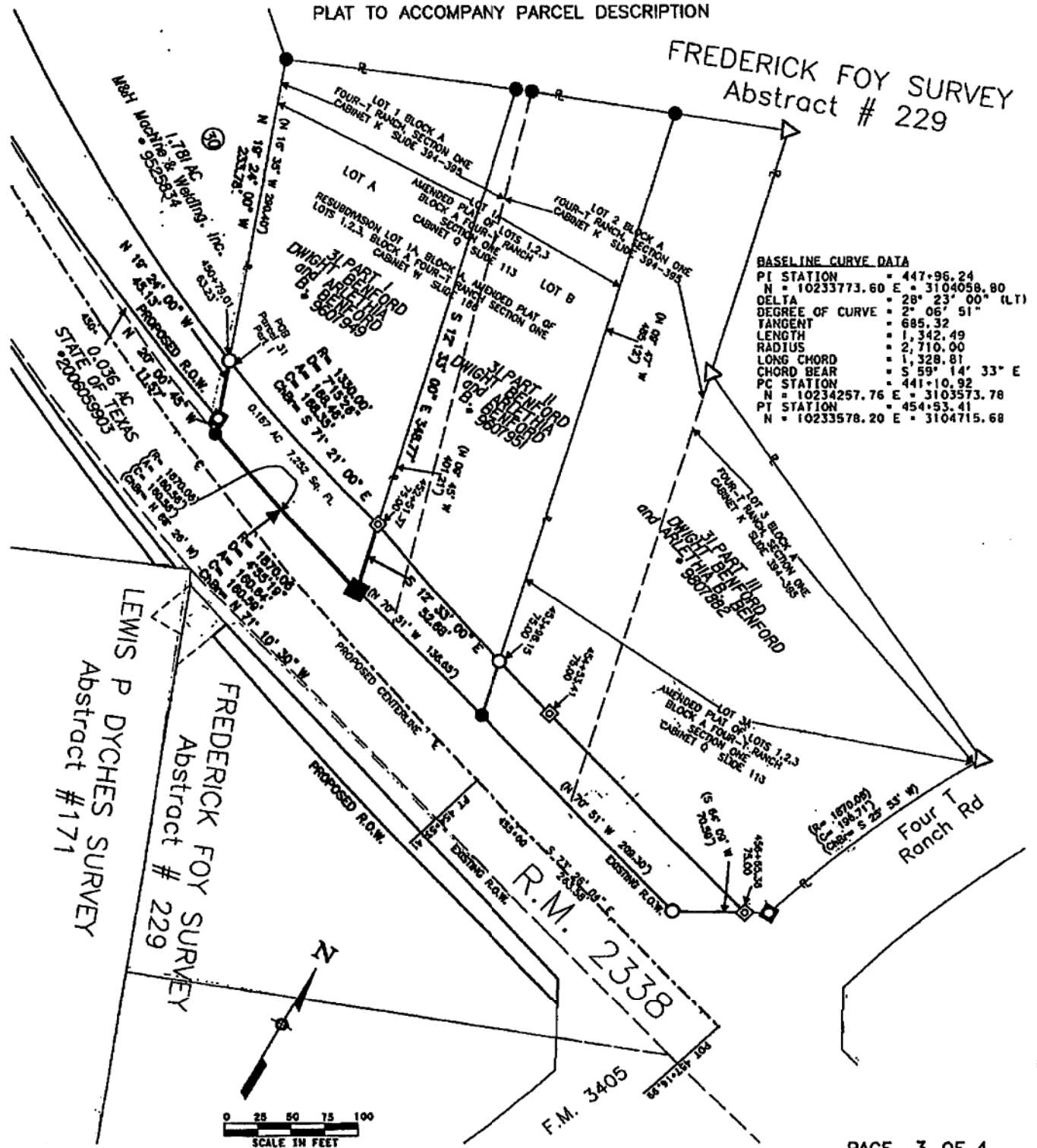
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008 A.D.

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

FREDERICK FOY SURVEY  
Abstract # 229



PAGE 3 OF 4

**STEGER BIZZELL**

Surveyor

1000 N. MATHIS AVENUE  
DALLAS, TEXAS 75207  
TEL: 972-345-1234  
FAX: 972-345-1235  
WWW.STEGERBIZZELL.COM

| PARCEL PLAT SHOWING PROPERTY OF:                |                       |                     |                       |
|-------------------------------------------------|-----------------------|---------------------|-----------------------|
| DWIGHT BENFORD<br>and wife, ARLETHIA B. BENFORD |                       |                     |                       |
| SCALE:<br>1" = 100'                             | CSJ #:<br>2211-01-023 | PROJECT:<br>RM 2338 | COUNTY:<br>WILLIAMSON |

**Texas Department of Transportation**  
TxDOT

PARCEL: 31 PART I  
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

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.

*[Signature]*  
3/16/09  
BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



PAGE 4 OF 4

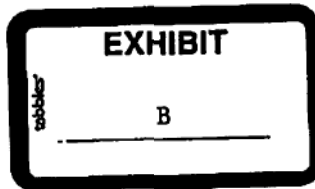
STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
DWIGHT BENFORD  
and wife, ARLETHIA B. BENFORD



|                     |                       |                     |                       |
|---------------------|-----------------------|---------------------|-----------------------|
| SCALE:<br>1" = 100' | CSJ #:<br>2211-01-023 | PROJECT:<br>RM 2338 | COUNTY:<br>WILLIAMSON |
|---------------------|-----------------------|---------------------|-----------------------|

PARCEL: 31 PART 1  
Plat 2 of 2



STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.078 ACRE SITUATED IN  
FREDRICK FOY SURVEY  
ABSTRACT 229  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.078 ACRE (3,418 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT A, BLOCK A, RESUBDIVISION OF LOT 1A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET W, SLIDE 166 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and the west line of said Lot A, same being the east line of a called 1.781 acres tract as described in a General Warranty Deed to M & H Machine & Welding, Inc., and recorded in Document No. 1995025834 of the Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line of the 1.781 acres tract, for the northeast corner of a called 0.037 acre tract as described in a Deed to the State of Texas and recorded in Document No. 2006070169 of said Official Public Records of Williamson County, Texas, bears S19°23'57"E a distance of 45.13 feet;

**THENCE** leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot A and said east line of the 1.781 acres tract, N19°23'57"W a distance of 26.94 feet;

**THENCE** leaving said west line of Lot A and said east line of the 1.781 acres tract, crossing said Lot A, with the arc of a curve to the left a distance of 173.38 feet, said curve having a radius of 1310.00 feet, a central angle of 07°34'59", and a chord bearing S70°43'41"E a distance of 173.26 feet to a point in the east line of said Lot A, same being the west line of Lot B, Block A, said Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One;

**THENCE** with said east line of Lot A and said west line of Lot B, S12°32'56"E a distance of 22.61 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line Lot B, for a non-tangent point of curvature in said proposed northeast right-of-way line of R.M. 2338;

THENCE leaving said east line of Lot A and said west line of Lot B, crossing said Lot A, with said proposed northeast right-of-way line of R.M. 2338 and with the arc of a curve to the right a distance of 168.46 feet, said curve having a radius of 1330.00 feet, a central angle of 07°15'26", and a chord bearing N71°20'55"W a distance of 168.35 feet to said POINT OF BEGINNING and containing 0.078 acre.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

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

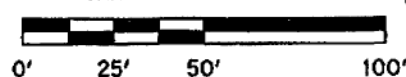


 10/16/2009  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 1-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



**LEGEND:**  
 1/2" IRON ROD FOUND W/CAP "TXDOT"  
 CALCULATED POINT  
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX  
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX  
 D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX  
 P.O.B. POINT OF BEGINNING  
 ( ) RECORD INFORMATION

RESUBDIVISION OF LOT 1A, BLOCK A,  
 AMENDED PLAT OF LOTS 1, 2 & 3, BLOCK A  
 FOUR-T RANCH SECTION ONE  
 CAB. W, SLIDE 166  
 P.R.W.C.T.

FREDRICK FOY SURVEY,  
 ABSTRACT NO. 229  
 LEMIS P. DYCHES SURVEY,  
 ABSTRACT NO. 171  
 1.781 AC. WELDING, INC.,  
 M & H TEXAS CORPORATION  
 DOC. # 1995025834  
 O.P.R.W.C.T.

LOT A

BLOCK 'A'

LOT B

PROPOSED WATER  
 LINE ESMT.  
 0.078 AC.  
 3,418 SQ. FT.

PROP. R.O.W.  
 EXISTING R.O.W.  
 P.O.B.

(0.037 AC.)  
 STATE OF TEXAS  
 DOC. #2006070169  
 O.P.R.W.C.T.

PROP. R.O.W.  
 EXISTING R.O.W.

EXISTING R.O.W.

APPROX. SURVEY LINE

(BENT)

EXISTING R.O.W.

R.M. 2938  
 C.S.J. 6811-01-083  
 (Prop. Varying Width R.O.W.)

| LINE | BEARING         | DISTANCE |
|------|-----------------|----------|
| L1   | N 19° 23' 57" W | 26.94'   |
| L2   | S 12° 32' 56" E | 22.61'   |
| L3   | S 19° 23' 57" E | 45.13'   |

| CURVE | RADIUS   | DELTA       | LENGTH  | BEARING         | DISTANCE |
|-------|----------|-------------|---------|-----------------|----------|
| C1    | 1310.00' | 07° 34' 59" | 173.38' | S 70° 43' 41" E | 173.26'  |
| C2    | 1330.00' | 07° 15' 26" | 168.46' | N 71° 20' 55" W | 168.35'  |

EXISTING R.O.W.



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
 AUSTIN, TEXAS 78759-6358  
 TEL (512) 252-8104  
 FAX (512) 252-8141

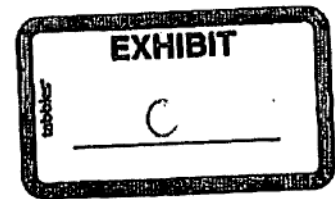
PARCEL 31 - PART 1  
 SKETCH TO ACCOMPANY DESCRIPTION

|                     |                     |                                                       |                   |
|---------------------|---------------------|-------------------------------------------------------|-------------------|
| HALFF AVO:<br>26424 | DATE:<br>10/16/2009 | ACCOMPANYING FILE NAME:<br>SV-LD-P31-PART 1-26424.doc | SKETCH BY:<br>KKH |
|---------------------|---------------------|-------------------------------------------------------|-------------------|

3,418 SQUARE FEET  
 ~ 0.078 ACRE  
 SITUATED IN THE  
 FREDRICK FOY SURVEY,  
 ABSTRACT NO. 229  
 WILLIAMSON COUNTY, TEXAS

10/16/2009 1:59:15 PM 26424-01-083 Survey 1-5301-083-26424-083 1 AVE/2N, 26424, B-5411, 28

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



**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

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**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 DWIGHT BENFORD and ARLETHIA B. BENFORD, 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 0.167 acre tract of land, more or less, being out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1)

**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:**

\_\_\_\_\_  
Dwight Benford

\_\_\_\_\_  
Arlethia B. Benford

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Dwight Benford and Arlethia B. Benford, 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 MAILING ADDRESS:**

TxDOT Right of Way Administrator  
7901 N IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**



**www.pearson.com**

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Approximately 0.078 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

**Habendum:** To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

**Successors and Assigns:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

\_\_\_\_\_  
Dwight Benford

\_\_\_\_\_  
Arletha B. Benford

**Acknowledgement**

STATE OF TEXAS           §

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COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:  
Chisholm Trail Special Utility District  
P.O. Box 249  
Florence, Texas 78727