

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ADKINS LAND DEVELOPMENT, L.P., a Texas limited partnership (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 0.099 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 114); and

Access rights along an Access Denial Line of approximately 170.04 feet in length, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein.

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 Exhibits "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of SEVENTEEN THOUSAND TWO HUNDRED SIXTY EIGHT and 00/100 Dollars (\$17,268.00).

2.01.1 As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property, Purchaser shall pay the amount of ONE THOUSAND NINE HUNDRED EIGHTY FOUR and 00/100 Dollars (\$1,984.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 30, 2010, 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", and conveying the access rights to and from the remaining property of Seller across the line as described in Exhibit "B", free and clear of any and all liens and restrictions, except for the following:

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

The deed shall be in the form as shown in Exhibit "C" attached hereto.

(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;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price 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 BREACH BY SELLER

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

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, 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 if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. 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

SELLER:

ADKINS LAND DEVELOPMENT, L.P.
a Texas limited partnership

By:  _____

Its: VICE PRESIDENT

Date: 14 MAY 2010

Address: P.O. Box 2062

GEORGETOWN TX 78627

PURCHASER:

COUNTY OF WILLIAMSON

By:  _____

Dan A. Gattis, County Judge

Date: 06-11-2010

Address: 710 Main Street

Suite 101

Georgetown, Texas 78626



Page 1 of 4
March 7, 2007

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSI: 0440-02-012

Legal Description Parcel 114

BEING a 0.099 acre (4,317 square feet) tract of land located in the Burrell Hayes Survey, Abstract No. 216, of Williamson County, Texas, said 0.099 acre tract of land is out of and a part of a 4.988 acre tract, from The William Erwin Kemp and Margaret Elizabeth Kemp Trust to Adkins Land Development, L.P., by deed recorded January 12, 2006 as Document No. 2006002992 of the Official Public Records of Williamson County, Texas, said 0.099 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the north corner of the above referenced 4.988 acre tract, said rod is located 701.88 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1680+35.51;

THENCE South 35° 41' 48" East with the northeast line of the 4.988 acre tract for a distance of 706.39 feet to a calculated point near a wood fence and in the existing north right of way line of County Road No. 143 (C. R. 143), said point is located 135.65 feet left of Proposed Shell Road Baseline Station 18+27.95;

THENCE South 68° 42' 51" West with the existing north right of way line of C. R. 143 for a distance of 97.62 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set at the intersection of the existing right of way line of C. R. 143 and the proposed northeast right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said monument is located 396.21 feet left of Proposed SH 195 Baseline Station 1686+52.57;

1. THENCE South 68° 42' 51" West continuing with the existing north right of way line of C. R. 143 for a distance of 108.69 feet to a calculated point for the non-tangent beginning of a curve to the left, said point is located at the intersection of the existing north right of way line of C. R. 143 and the existing northeast right of way line of SH 195, from which a 1 1/2 inch aluminum disk found bears South 33° 08' 03" West a distance of 0.41 feet;

EXHIBIT _____

2. THENCE with the existing northeast right of way line of SH 195 in a northwesterly direction and with a curve to the left for an arc distance of 99.35 feet, said curve has a radius of 8235.11 feet, a delta angle of $0^{\circ} 41' 28''$, a chord bearing of North $57^{\circ} 59' 11''$ West, and a chord distance of 99.35 feet, to a TxDOT Type II concrete monument set for the non-tangent ending of said curve, said monument is located at the intersection of said existing northeast right of way line and the proposed northeast right of way line of SH 195, said monument is the beginning of an ACCESS DENIAL LINE and is located 298.29 feet left of Proposed SH 195 Baseline Station 1684+94.45,
3. THENCE South $85^{\circ} 55' 33''$ East across the 4.988 acre tract with the proposed northeast right of way line of SH 195 and with the ACCESS DENIAL LINE for a distance of 185.99 feet, to the POINT OF BEGINNING, said described tract containing 0.099 acres (4,317 square feet) of land, more or less.

Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

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

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

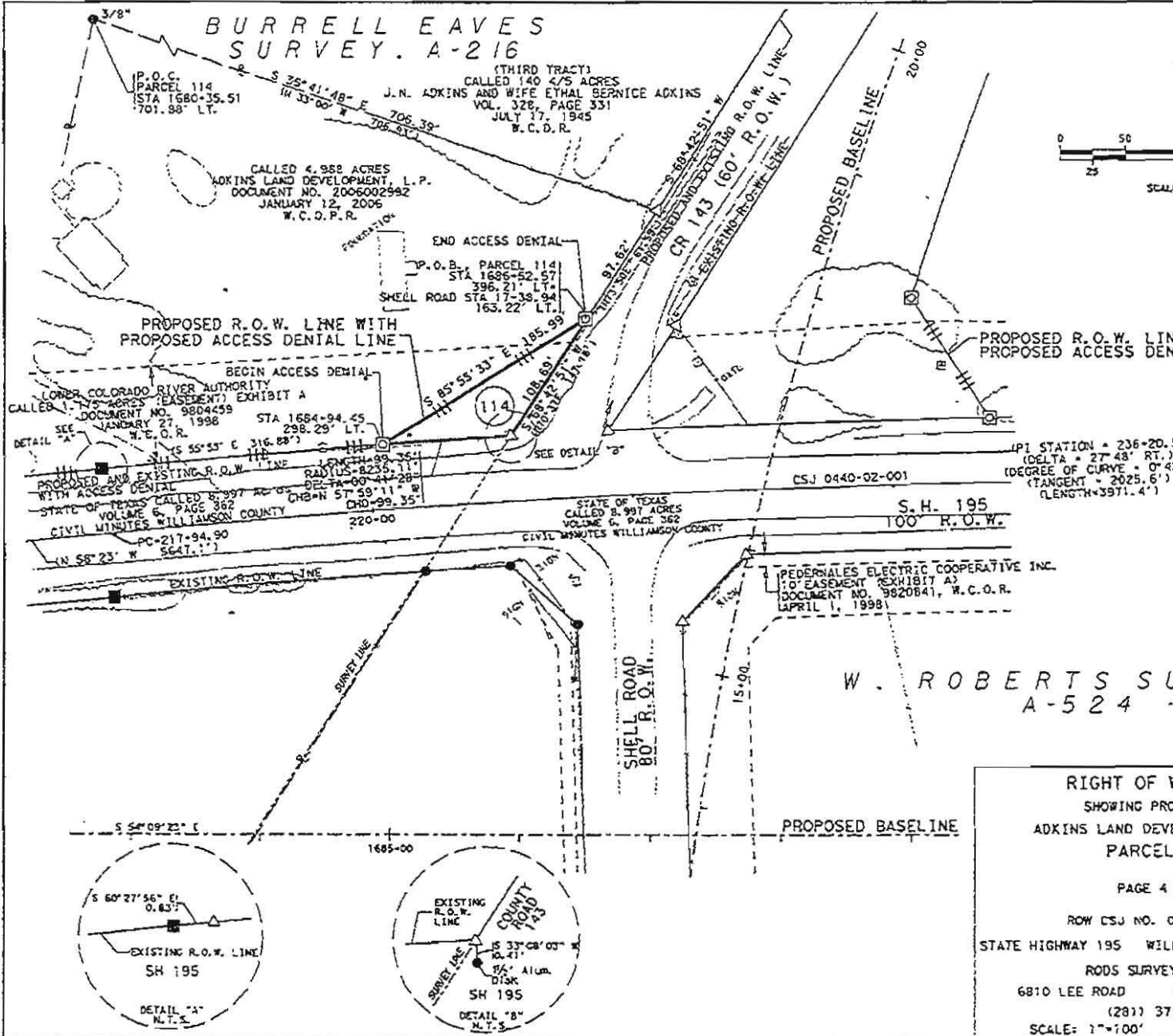
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: March 7, 2007



N:\vol\enl\corcodia 01\017-2003G-005 sh 195\row mode current\corcodia\sh052-dor114-shi-01.dgn

DATE: 3/7/2007 TIME: 4:11:34 PM



EXHIBIT

B

Page 1 of 4
May 29, 2009

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description 114-AC

BEING a description of an ACCESS DENIAL LINE, across which access is prohibited to the transportation facility from the adjacent property, located in the Burrell Hayes Survey, Abstract No. 216, of Williamson County, Texas, with the existing northeast right of way line of State Highway 195 (SH 195) the same being a common boundary between a 7.547 acre tract awarded to the State of Texas by a judgment recorded in Volume 6, Page 361 of the Civil Minutes of Williamson County, Texas and a portion of that certain 4.988 acre tract, conveyed by The William Erwin Kemp and Margaret Elizabeth Kemp Trust to Adkins Land Development, L.P., by deed recorded January 12, 2006 as Document No. 2006002992 of the Official Public Records of Williamson County, Texas, said ACCESS DENIAL LINE is further described as follows:

COMMENCING at a 3/8 inch iron rod found for the north corner of the above referenced 4.988 acre tract, said rod is located 701.88 feet left of Proposed SH 195 Baseline Station 1680+35.51;

THENCE South 48° 11' 12" West with the northwest line of the 4.988 acre tract for a distance of 467.17 feet to a 1/2 inch iron rod found in the existing northeast right of way line of SH 195 for the west corner of said 4.988 acre tract, said rod is located 245.50 feet left of Proposed SH 195 Baseline Station 1679+35.65;

THENCE South 59° 50' 49" East with the existing northeast right of way line of SH 195 and common line of said 4.988 acre tract and said 7.547 acre tract for a distance of 343.56 feet, to a point of curvature, from which a Texas Department of Transportation (TxDOT) Type 1 concrete monument found bears North 60° 27' 56" West a distance of 0.83 feet, said point is located 279.57 feet left of Proposed SH 195 Baseline Station 1682+77.51;

THENCE continuing with the existing northeast right of way line of SH 195 with a curve turning to the right for an arc distance of 47.71 feet, said curve has a radius of 8235.11 feet, a delta angle of 0° 19' 55", a chord bearing of South 59° 40' 52" East, and a chord distance of 47.71 feet to a 5/8" iron rod set with an aluminum TxDOT cap stamped

May 29, 2009

EXHIBIT

"ADL" for the POINT OF BEGINNING of an ACCESS DENIAL LINE, said rod is located 284.16 feet left of Proposed SH 195 Baseline Station 1683+25.00;

1. THENCE continuing with the existing northeast right of way line of SH 195 and with an ACCESS DENIAL LINE with a curve turning to the right for an arc distance of 170.04 feet, said curve has a radius of 8235.11 feet, a delta angle of $1^{\circ} 10' 59''$, a chord bearing of South $58^{\circ} 55' 25''$ East, and a chord distance of 170.04 feet to a TxDOT Type II concrete monument set for the POINT OF ENDING of the herein described ACCESS DENIAL LINE, said monument is located 298.29 feet left of Proposed SH 195 Baseline Station 1684+94.45.

Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AP9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

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

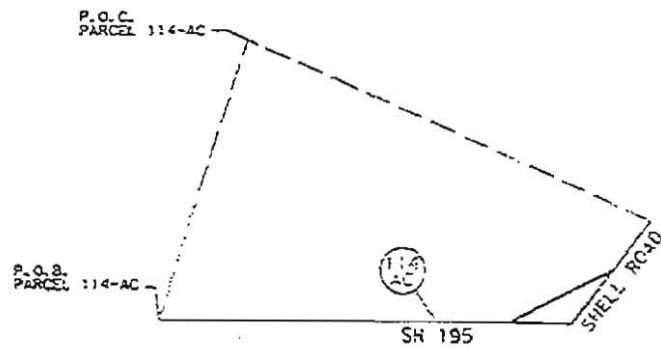
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2008 to October 2008.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 5-29-2009

LEGEND

- ⊗ FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- ⊙ FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
- ⊕ CONCRETE MONUMENT SET (TXDOT TYPE 11)
- ⊙ FOUND 1/2" IRON ROD UNLESS NOTED
- ⊙ 5/8" IRON ROD SET WITH TXDOT
- ⊙ ALUMINUM CAP (UNLESS NOTED)
- ⊙ CALCULATED POINT
- ⊙ FOUND CORNER (AS DESCRIBED)
- ⊙ 5/8" IRON ROD SET WITH
- ⊙ YELLOW CAP "ROADS SURVEYING INC."
- ⊙ PROPERTY LINE
- 1 2 RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CB CHORD BEARING
- CD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET
N.T.S.

I, SCOTT MORRIS, HEREBY
MAP OR PLAT IS TRUE AND
SURVEY MADE UNDER MY SUPERVISOR
GROUND AND IS BASED ON DATA
FEBRUARY 2001 TO OCTOBER 2001

SCOTT MORRIS, R.R.L.S.

REVISED MAY 29, 2006



RIGHT
SHOW
ADJACENT LAND
PAR

STATE HIGHWAY 105
ROAD
6810 LEE ROAD
12
SCALE: 1" = 100'

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T21 A (PID AB283T), AUSTIN RRP (PID AF953T) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

Phase2-Par114AC-Sh01C.dgn 5/29/2009 2:11:05 PM

BURRELL EAVES SURVEY.

4-216

(SHRIMP TRACT)
CALLED 1.40 ACRES
J.N. ADKINS AND WIFE ETHEL BERNICE ADKINS
VOL. 328, PAGE 331
JULY 17, 1975
R.C.O.P.R.

P.O.C.
PARCEL 114AC
STA 1520-35.51
707.58' LT.

CALLED 2.988 ACRES
ADKINS LAND DEVELOPMENT, L.P.
DOCUMENT NO. 2006002192
JANUARY 12, 2006
R.C.O.P.R.

LENGTH=71.71'
RADIUS=8.235.11'
DELTA=19.55'
CHS=59.40' 52.71'

P.O.C.
PARCELS 114-AC
STA 1523-20.00
28.16'
R.O.W. SET
BY N. J. JENSEN
CAP STATIONED 142

LOWER COLORADO RIVER AUTHORITY
CALLED 1.001 ACRES (SEASMENT) EXHIBIT A
DOCUMENT NO. 375227C
NOVEMBER 10, 1997
R.C.O.P.R.

STA 1579-35.65
275.50' LT.

LOWER COLORADO RIVER AUTHORITY
CALLED 1.175 ACRES (SEASMENT) EXHIBIT A
DOCUMENT NO. 980445B
JANUARY 27, 1998
R.C.O.P.R.

LENGTH=170.04'
RADIUS=8.235.11'
DELTA=10.10' 59.9'
CHS=558.55' 25.6'
CHS=170.04'

PROPOSED AND EXISTING R.O.W. LINE

GENERAL TELEPHONE CO.
CALLED 0.514 ACRES
(SEASMENT)
VOL. 879, PG 596
DECEMBER 14, 1982
R.C.O.P.R.

STATE OF TEXAS
CALLED 7.341 ACRES
VOLUME 6, PAGE 751
CIVIL MINUTES WILLIAMSON COUNTY

STA 1532-77.51
279.57' LT.
STA 217-94.9
150.00' LT.

CSJ 0440-02-001

IN 58°23' W 5647.11'

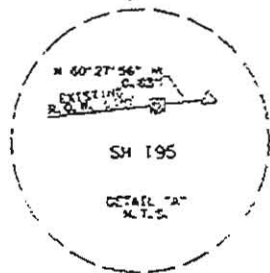
STATE OF TEXAS
CALLED 8.987 ACRES
POLYLINE 8, PAGE 182
CIVIL MINUTES WILLIAMSON COUNTY

315.00

PC=217-94.9

UPR STATION 1 238-20.51
DELTA=20.42' 21.1'
GEORGE OF CURVE 1 0' 42.1'
TANGENT 2025.61'
LENGTH=3571.41'

EXISTING R.O.W. LINE



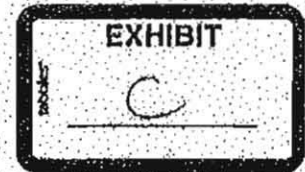
PROPOSED BASELINE

STA 1579-65.00
300.00' RT.
PROPOSED R.O.W. LINE
WITH ACCESS DENIAL

REVISED MAY 29, 2006

RIGHT OF WAY
SHOWING
ADKINS LAND
PARCELS
PAC
R.O.W. CSJ N
STATE HIGHWAY 195
ROADS 51
6810 LEE ROAD
1251
SCALE: 1"=100'

Parcel 114
CSJ: 0440-02-012



SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ADKINS LAND DEVELOPMENT, L.P., a Texas limited partnership, 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 0.099 acre tract of land, more or less, situated in the Burrell Baves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 114); and

All right of ingress and egress and the right of direct access to and from the remaining property of Grantor to SH 195 along the right of way line of said highway as more fully described by linear metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 114AC).

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 and all subsurface water, 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 SH 195, but shall not be used or exported from the Property for any other purpose.

Access is prohibited across the control of access line to the transportation facility from the adjoining property as shown on the plat which accompanies the metes and bounds description in Exhibit "A", and as described by linear metes and bounds and as shown on the plat in Exhibit "B".

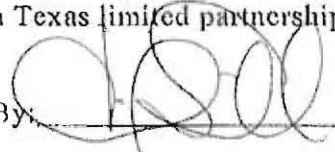
TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and 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 14 day of MAY, 2010.

GRANTOR:

ADKINS LAND DEVELOPMENT, L.P.
a Texas limited partnership

By: 

Its: VICE PRESIDENT

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the 14 day of MAY, 2010 by DAVID SINGLETON, in the capacity and for the purposes and consideration recited herein.



Jessica Ehrhardt
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: