

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

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AWJL, LP and JUSTIN R. WILSON, (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**

(a) 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 those certain two tracts totaling 0.170 acre 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 5, part 1); and

All of that certain 0.227 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 "B" attached hereto and incorporated herein (Parcel 5, part 2); and

Electric utility easement in and across two tracts totaling 0.052 acre 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 "C" attached hereto and incorporated herein (Parcel 5E, part 1); and

Electric utility easement in and across all of that certain 0.040 acre 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 "D" attached hereto and incorporated herein (Parcel 5E, part 2)

(b) Simultaneously with the above described conveyance, Purchaser sells and agrees to convey, and Seller purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.293 of an acre (12,779 square feet), situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson Texas; said tract being more particularly described by metes and bounds in Exhibit "E" attached hereto and incorporated herein, together with any improvements or fixtures situated on or attached to the said property ("Reconveyed Property")

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" and "B" herein, 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 and compensation for any damages to the remaining property of Seller shall be the sum of FOURTEEN THOUSAND NINE HUNDRED FIFTEEN and 00/100 Dollars (\$14,915.00).

2.01.1. Purchaser shall receive a credit towards the purchase price of EIGHT THOUSAND SEVEN HUNDRED NINETY and 00/100 (\$8,790.00) (the "Credit") as consideration for conveyance of the Reconveyed Property.

### Payment of Purchase Price

2.02. The Purchase Price, less the amount of the Credit, shall be payable in cash at the closing.

### Special Provisions

2.03. By their signatures on this Contract the parties acknowledge and agree that upon the closing of this transaction as set out herein, the reconveyance obligations of Seller as set out in that certain Post Closing Agreement evidenced in Document No. 200817120 have been satisfied, and Purchaser is hereby released and discharged from any further obligations under that agreement.

2.04. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a twenty-four (24) foot wide asphalt driveway connection with fifteen (15) foot radii between the proposed RM 2338 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the RM 2338 construction project, and shall be located at approximately Station 360+00L of the project as shown on the plan sheet attached hereto at Exhibit "F". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

### **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 June 15, 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 in fee simple to all of the Property described in Exhibits "A" and "B", and deliver to Pedernales Electric Cooperative a duly executed Electric Utility Easement to and across all of the Property described in Exhibits "C" and "D", 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 for the Property to Purchaser shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "H" attached hereto and incorporated herein. The deed for the Reconveyed Property shall be in the form as shown in Exhibit "I" 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.

#### 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 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 and recover the amount of \$500 from Purchaser, 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 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

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.

**SELLER:**

AWJL, LP

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Justin R. Wilson

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

\_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

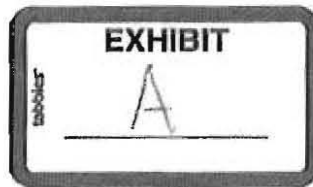
County of Williamson

By: \_\_\_\_\_

Dan A. Gattis, County Judge

Date: \_\_\_\_\_

701 Main Street, Suite 101  
Georgetown, Texas 78626



**County:** Williamson  
**Parcel No.:** 5, 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 5 PART I**

BEING, 0.170 of an acre (7,371 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 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008015770 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Register Professional Land Surveyor, and being more particularly described in Two Parts as follows;

**Part IA: 0.080 of an acre (3,468 Square Feet)**

Beginning for REFERENCE at an iron pin found at an interior corner of an old county road, marking an interior corner of the above referenced 0.34 of an acre Wilson tract and the Northeast corner of that certain tract of land, called 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public Records of Williamson County, Texas;

THENCE, along the South line of the said old county road, being a southerly line of the said 0.34 of an acre Wilson tract and the North line of the said 0.29 of an acre Wilson tract, N 77°39'15" W, 81.59 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 105.00 feet left of station 359+46.02, for the Southeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said South line of the old county road, N 77°39'15" W, 106.91 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most westerly Southwest corner of the said 0.34 of an acre Wilson tract and the Northwest corner of the said 0.29 of an acre Wilson tract, for the Southwest corner hereof;
- 2) THENCE, along the said existing Northeast line of RM 2338, along a curve to the left having a radius of 1,196.28 feet, a Central Angle of 4°23'26" and Long Chord bears N 58°33'00" W, 91.65 feet, an arc distance of 91.67 feet to an iron pin found in the center of the said old county road, marking the Northwest corner of the said 0.34 of an acre Wilson tract, for the Northwest corner hereof;

- 3) THENCE, along the said center of the old county road, being the North line of the said 0.34 of an acre Wilson tract, S 77°39'15" E, 126.60 feet to an iron pin with TxDOT aluminum cap set on the said proposed Northeast line of RM 2388, for the Northeast corner hereof;
- 4) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 2°27'52" and Long Chord bears S 53°30'15" E, 73.33 feet, an arc distance of 73.33 feet to the Place of BEGINNING and containing 0.080 of an acre (3,468 Square Feet) of land, more or less.

**Part IB: 0.090 of an acre (3,903 Square Feet)**

Beginning for REFERENCE at an iron pin found at an interior corner of an old county road, marking an interior corner of the above referenced 0.34 of an acre Wilson tract and the Northeast corner of that certain tract of land, called 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said old county road, being a westerly line of the said 0.34 of an acre Wilson tract, and the East line of the said 0.29 of an acre Wilson tract, S 22°54'15" E, 84.28 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of RM 2338, 105.00 feet right of station 360+84.30, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 2°33'58" and Long Chord bears S 46°02'15" E, 76.35 feet, an arc distance of 76.36 feet to an iron pin with TxDOT aluminum cap set on the center of an old county road, being the East line of the said 0.34 of an acre Wilson tract, for the Northeast corner hereof;
- 2) THENCE, along the said center of the old county road, being the East line of the said 0.34 of an acre Wilson tract, S 22°54'15" E, 145.91 feet to an iron pin found on the existing North line of RM 2338, for the Southeast corner of the said 0.34 of an acre Wilson tract, for the Southeast corner hereof;
- 3) THENCE, S 69°13'15" W 0.57 of a foot to a TxDOT Type I Concrete Marker found marking an interior corner of the said existing Northeast line of RM 2338 for the most southerly Southwest corner of the said 0.34 of an acre Wilson tract, for the most southerly Southwest corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, being a westerly line of the said 0.34 of an acre Wilson tract along a curve to the left having a radius of 1,196.28 feet, a Central Angle of 4°59'19" and Long Chord bears N 39°19'15" W, 104.13 feet, an arc distance of 104.16 feet to an iron pin found marking a southwesterly corner of the said



March 4, 2009

0.34 of an acre Wilson tract, being the most southerly corner of the said 0.29 of an acre Wilson tract, for a southwesterly corner hereof;

- 5) THENCE, along the said East line of the old county road being a westerly line of the said 0.34 of an acre Wilson tract, being the east line of the said 0.29 of an acre Wilson tract, N 22°54'15" W, 116.22 feet to the Place of BEGINNING and containing 0.090 of an acre (3,903 Square Feet) of land, more or less.

### Summary:

Part IA = 0.080 of an acre (3,468 Square Feet)

Part IB = 0.090 of an acre (3,903 Square Feet)

Total = 0.170 of an acre (7,371 Square Feet)

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 }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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

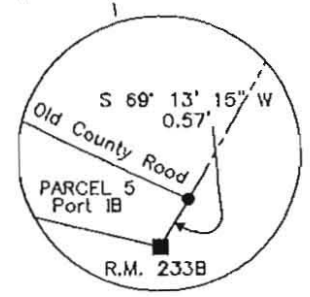
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this  
18th day of March, 2008 A.D.

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



LEWIS P. DYCHES SURVEY  
Abstract # 171

PARCEL 5 Part II  
0.29 AC  
JUSTIN R. WILSON  
\*2007054792  
and one-half Interest  
WALLY WILSON  
\* 2007054793



STEEGER BIZZELL

 Texas Department of Transportation  
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PARCEL: 5 PART 1(A&B)  
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.

*Brian F. Peterson*  
 3/10/09  
 BRIAN F. PETERSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
 STATE OF TEXAS

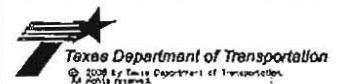


PAGE 5 OF 5

STEGE BIZZELL

1978 S. ALSTON AVENUE	OSGONHOOTON, TX 75027
PHONE 817.802.6418	FAX 817.802.6418
WWW.STEGEBIZZELL.COM	
ENGINEERS	PLANNERS
SURVEYORS	

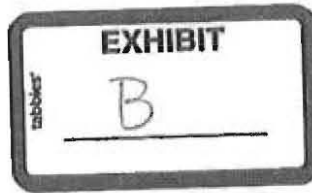
PARCEL PLAT SHOWING PROPERTY OF:  
 WALLY WILSON  
 and JUSTIN WILSON



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 5, Port 1(A&B)  
 Plat 2 of 2





County: Williamson  
Parcel No.: 5, Part II  
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 5 PART II

BEING, 0.227 of an acre (9,890 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 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in the said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Register Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found at an interior corner of an old county road, marking the Northeast corner of the above referenced 0.29 of an acre Wilson tract, being an interior corner of that certain tract of land, called 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008015770 of the Official Public Records of Williamson County, Texas;

THENCE, along the Southwest line of the said old county road, being the North line of the said 0.29 of an acre Wilson tract and a southerly line of the said 0.34 of an acre Wilson tract, N 77°39'15" W, 81.59 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 105.00 feet left of station 359+46.02, for the most northerly Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1705.00 feet, a Central Angle of 4°57'06" and Long Chord bears S 49°47'45" E, 147.30 feet, an arc distance of 147.35 feet to an iron pin with TxDOT aluminum cap set on the Southwest line of the said old county road, being the Northeast line of the said 0.29 of an acre Wilson tract, and a northwesterly line of the said 0.34 of an acre Wilson tract, for the most easterly Northeast corner hereof;
- 2) THENCE, along the said Southwest line of the old country road, S 22°54'15" E, 116.22 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most Southerly corner of the said 0.29 of an acre Wilson tract, and the most southerly Southwest corner of the said 0.34 of an acre Wilson tract, for the most southerly corner hereof;

- 4) THENCE, along the said Southwest line of the old county road, S 77°39'15" E, 106.91 feet to the Place of BEGINNING and containing 0.227 of an acre (9,890 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 hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvement, 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  
18th day of March, 2008, A.D.

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





PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEWIS P. DYCHES SURVEY  
Abstract # 171

2  
317.51 AC  
SOMERSET HILLS, LTD.  
• 2008039683

PARCEL 5 Part II  
0.29 AC  
JUSTIN R. WILSON  
• 2007054792  
and one-half Interest  
WALLY WILSON  
• 2007054793

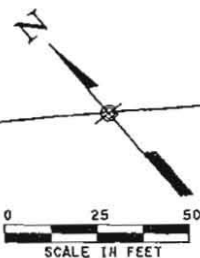
Old County Road

Old County Road

PARCEL 5 Part I(A)  
0.34 AC  
WALLY WILSON and  
JUSTIN R. WILSON  
• 2008015770

R.M. 2338

PARCEL 5 Part I(B)  
0.34 AC  
WALLY WILSON and  
JUSTIN R. WILSON  
• 2008015770



PROPOSED R.O.W.

PROPOSED CENTERLINE  
360+00

EXISTING R.O.W.

POR  
Parcel 5

R= 1705.00  
D= 4°57'08"  
A= 147.35'  
C= 147.30'  
ChBr= S 49° 47' 45" E

0.227 AC  
9890 Sq. Ft.

(R= 1188.28)  
(A= 346.89')  
(C= 345.48')  
(ChBr= N 47° 00' W)

R= 1196.28  
D= 16°36'17"  
A= 346.89'  
C= 345.48'  
ChBr= N 49° 22' 00" W

EXISTING R.O.W.

BASELINE CURVE DATA

PI STATION = 361+05.93  
N = 10240716.55 E = 3098869.02  
DELTA = 55° 56' 15" (RT)  
DEGREE OF CURVE = 3° 34' 52"  
TANGENT = 849.61  
LENGTH = 1,562.07  
RADIUS = 1,600.00  
PC STATION = 352+56.31  
N = 10240908.08 E = 3098041.28  
PT STATION = 368+18.38  
N = 10239923.55 E = 3099173.97

PAGE 3 OF 4

STEGERS BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
JUSTIN R. WILSON;  
and WALLY WILSON



Texas Department of Transportation  
By State Engineer

SCALE:  
1" = 50'

CSJ #:  
2211-01-023

PROJECT:  
RM 2338

COUNTY:  
WILLIAMSON

PARCEL: 5 PART II  
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
- ℙ 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]*  
3/19/09

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



PAGE 4 OF 4

STEGE BIZZELL

1578 S. ALBERTA AVENUE  
615.800.6412  
615.800.6418  
615.800.6419  
STEGEBIZZELL.COM  
P.O. BOX 2233  
WILLIAMSON, TX 76798

PARCEL PLAT SHOWING PROPERTY OF:  
JUSTIN R. WILSON;  
and WALLY WILSON



Texas Department of Transportation  
© 2009 by Texas Department of Transportation  
All rights reserved.

SCALE:  
1" = 50'

CSJ #:  
2211-01-023

PROJECT:  
RM 2338

COUNTY:  
WILLIAMSON

PARCEL: 5, Part II  
Plat 2 of 2



**County:** Williamson  
**Parcel No.:** 5, Parts 1A (U1) & 1B (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 5 PARTS 1A (U1) & 1B (U1) EASEMENT**

BEING, 0.052 of an acre (2,265 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 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008015770 of the Official Public 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 in Two Tracts as follows;

**Tract 1 0.026 of an acre (1,146 Square Feet)**

Beginning for REFERENCE at an iron pin found at an interior corner of an old county road, marking an interior corner of the above referenced 0.34 of an acre Wilson tract and the Northeast corner of that certain tract of land, called 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public Records of Williamson County, Texas;

THENCE, along the South line of the said old county road, being a southerly line of the said 0.34 of an acre Wilson tract and the North line of the said 0.29 of an acre Wilson tract, N 77°39'15" W, 47.25 feet to a point, for the Southeast corner and Point of BEGINNING hereof;

- 1) THENCE, along a southerly line of the said 0.34 of an acre Wilson tract, being the North line of the said 0.29 of an acre Wilson tract, along the said South line of the old county road, N 77°39'15" W, 34.34 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the Southwest corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the left having a radius of 1,705.00 feet, a Central Angle of 2°27'52" and Long Chord bears N 53°30'15" W, 73.33 feet, an arc distance of 73.33 feet to an iron pin with TxDOT aluminum cap set in the center of the said old county road, being on the North line of the said 0.34 of an acre Wilson tract, for the most westerly Northwest corner hereof;



- 3) THENCE, along the said center of the old county road, being the North line of the said 0.34 of an acre Wilson tract, S 77°39'15" E, 37.62 feet to a point, for the most westerly Northeast corner hereof;
- 4) THENCE, along a curve to the right, having a radius of 1,720.00 feet, a Central Angle of 1°05'59", and a Long Chord bears S 52°24'45" E, 33.01 feet, an arc distance of 33.01 feet to a point for an interior corner hereof;
- 5) THENCE, N 37°36'00" E, 15.20 feet, to a point on the North line of the said 0.34 of an acre Wilson tract, being the center of the said Old County Road, for the most easterly Northwest corner hereof;
- 6) THENCE, along the said North line of the 0.34 of an acre Wilson tract, being the center of the said old County Road, S 77°39'15" E, 5.53 feet to a point for the most easterly Northeast corner hereof;
- 7) THENCE, S 37°36'00" W, 17.56 feet to a point for an interior corner hereof;
- 8) THENCE, along a curve to the right having a radius of 1,720.00 feet, a Central Angle of 1°04'38" and Long Chord bears S 52°24'45" E, 32.34 feet, an arc distance of 32.34 feet to the Place of BEGINNING and containing 0.026 of an acre (1,146 Square Feet) of land, more or less.

**Tract 2: 0.026 of an acre (1,119 Square Feet)**

Beginning for REFERENCE at an iron pin found at an interior corner of an old county road, marking an interior corner of the above referenced 0.34 of an acre Wilson tract and the Northeast corner of that certain tract of land, called 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said old county road, being a westerly line of the said 0.34 of an acre Wilson tract, and the East line of the said 0.29 of an acre Wilson tract, S 22°54'15" E, 48.73 feet to a point, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along a curve to the right having a radius of 1,720.00 feet, a Central Angle of 2°25'49" and Long Chord bears S 47°11'00" E, 72.95 feet, an arc distance of 72.95 feet to a point the center of an old county road, being the East line of the said 0.34 of an acre Wilson tract, for the Northeast corner hereof;

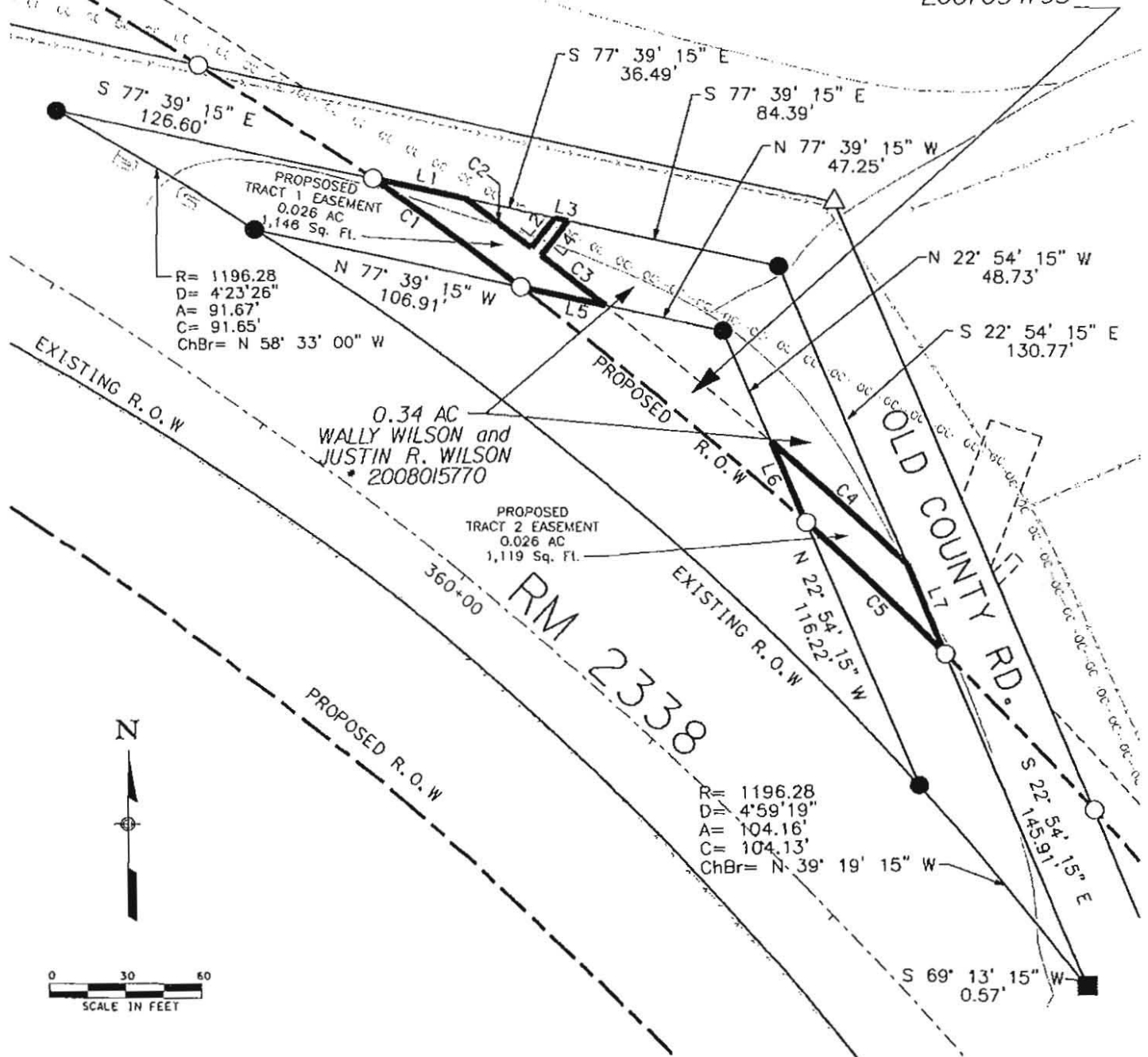


20863 PARCEL 05 Part I Easement.doc

320.41 AC  
CIRCLE B-Y PARTNERS, LTD.  
2002009743

LEWIS P. DYCHES SURVEY  
Abstract # 171

0.29 AC  
JUSTIN R. WILSON  
#2007054792  
and one-half Interest  
WALLY WILSON  
# 2007054793



STEGERY BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

WALLY WILSON and  
JUSTIN R. WILSON

WILLIAMSON  
COUNTY  
TX 75448

SCALE:

CSJ:

PROJECT:

COUNTY:

1" = 60'

2211-01-023

RM 2338

WILLIAMSON

PARCEL: 5 PART 1A(U1)  
5 PART 1B(U1)  
PLAT 1 OF 2

## 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
- ℓ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	S 77°39'15" E	37.62'
L2	N 37°36'00" E	15.20'
L3	S 77°39'15" E	5.53'
L4	S 37°36'00" W	17.56'
L5	N 77°39'15" W	34.34'
L6	N 22°54'15" W	35.55'
L7	S 22°54'15" E	39.26'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1705.00'	73.33'	N 53°30'15" W	73.33'	2°27'52"
C2	1720.00'	33.01'	S 52°24'45" E	33.01'	1°05'59"
C3	1720.00'	32.34'	S 52°24'45" E	32.34'	1°04'38"
C4	1720.00'	72.96'	S 47°11'00" E	72.95'	2°25'49"
C5	1705.00'	76.36'	N 46°02'15" W	76.35'	2°33'58"

### 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 DIRECTION AND SUPERVISION.



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

PAGE 5 OF 5

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

WALLY WILSON and  
JUSTIN R. WILSON



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

PARCEL: 5 PART 1A(U1)  
5 PART 1B(U1)  
PLAT 2 OF 2





**County:** Williamson  
**Parcel No.:** 5, Part 2 (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 5 PART 2 (U1) EASEMENT

BEING, 0.040 of an acre (1,741 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 0.29 of an acre, as conveyed to Justin R. Wilson by deed recorded as Document No. 2007054792 of the Official Public Records of Williamson County, Texas, one-half interest in the said 0.29 of an acre tract having been conveyed to Wally Wilson by deed recorded as Document No. 2007054793 of the Official Public 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 at an interior corner of an old county road, marking the Northeast corner of the above referenced 0.29 of an acre Wilson tract, being an interior corner of that certain tract of land, called 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008015770 of the Official Public Records of Williamson County, Texas;

THENCE, along the Southwest line of the said old county road, being the North line of the said 0.29 of an acre Wilson tract and a southerly line of the said 0.34 of an acre Wilson tract, N 77°39'15" W, 47.25 feet to a point, for the most northerly Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, along a curve to the right having a radius of 1720.00 feet, a Central Angle of 2°50'50" and Long Chord bears S 49°49'15" E, 85.23 feet, an arc distance of 85.24 feet to a point on the Southwest line of the said old county road, being the Northeast line of the said 0.29 of an acre Wilson tract, and a northwesterly line of the said 0.34 of an acre Wilson tract, for the most easterly Northeast corner hereof;
- 2) THENCE, along the East line of the said 0.29 of an acre Wilson tract, being a westerly line of the said 0.34 of an acre Wilson tract, along the said Southwest line of the old county road, S 22°54'15" E, 35.55 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;

- 3) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the left having a radius of 1,705.00 feet, a Central Angle of 04°57'06" and Long Chord bears N 49°47'45" W, 147.30 feet, an arc distance of 147.35 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said proposed Northeast line of RM 2338 and the said Southwest line of the old county road, being the North line of the said 0.29 of an acre Wilson tract, and a southerly line of the said 0.34 of an acre Wilson tract, for the most westerly corner hereof;
- 4) THENCE, along the said Southwest line of the old county road, S 77°39'15" E, 34.34 feet to the Place of BEGINNING and containing 0.040 of an acre (1,741 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:

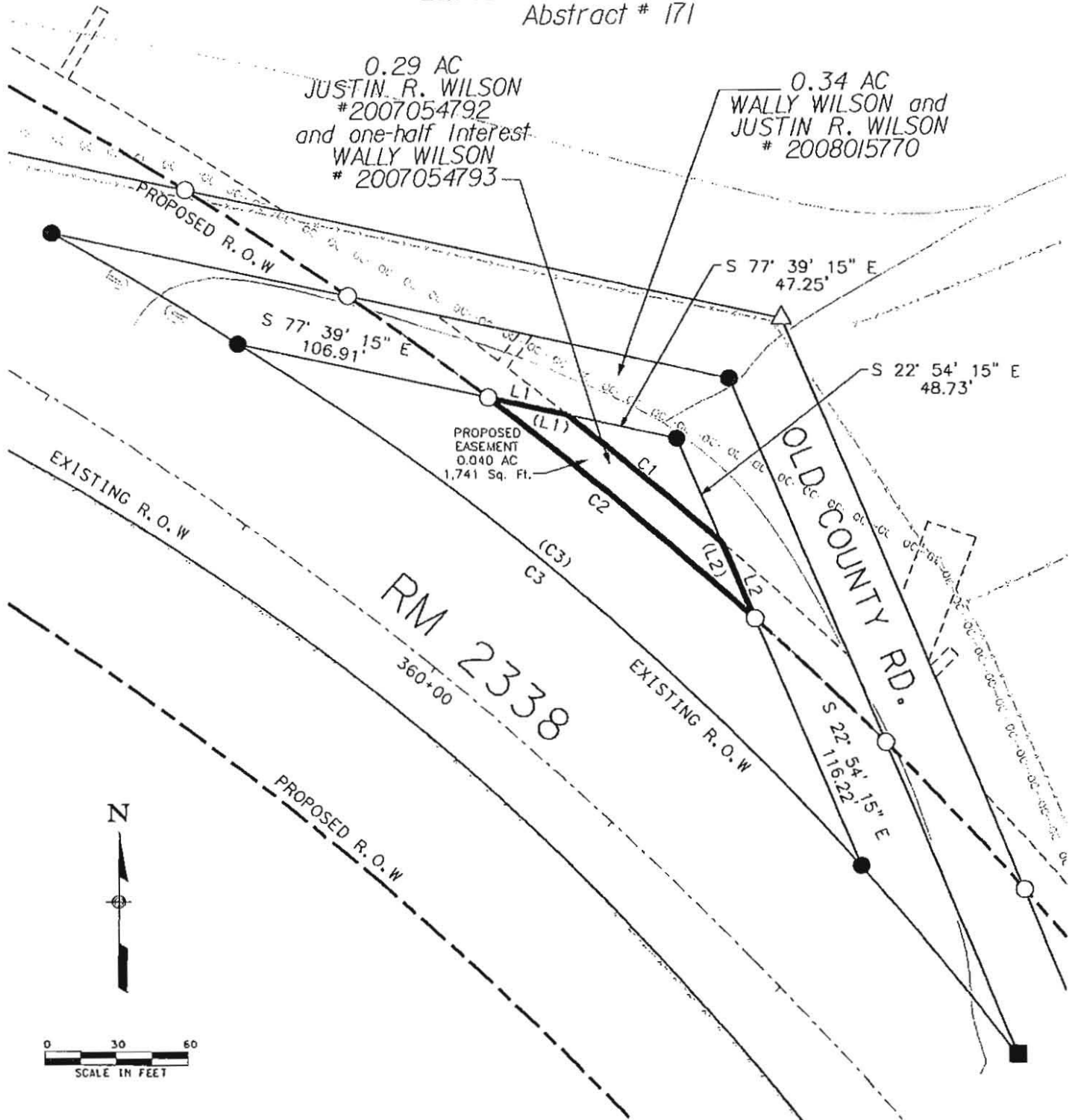
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvement, visible utility lines or roads in place, except 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  
23rd day of April, 2009, A.D.

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



LEWIS P. DYCHES SURVEY  
Abstract # 171



<b>STEGER BIZZELL</b> 1878 S. AUSTIN AVENUE GEORGETOWN, TX 75626 TEL: 817.950.5412 FAX: 817.950.4116 WWW.STEBIZZELL.COM		PARCEL PLAT SHOWING PROPERTY OF: JUSTIN R. WILSON; WALLY WILSON		 WILLIAMSON COUNTY TEXAS	
SCALE: 1" = 60'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 5 PART 2(U1) PLAT 1 OF 2	



# 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
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	S 77°39'15" E	34.34'
(L1)	S 75°17'30" E	188.50'
L2	S 22°54'15" E	35.55'
(L2)	S 20°32'30" E	250.50'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1720.00'	85.24'	S 49°49'15" E	85.23'	2°50'50"
C2	1705.00'	147.35'	N 49°47'45" W	147.30'	4°57'06"
C3	1196.28'	346.69'	N 49°22'00" W	345.48'	16°36'17"
(C3)	1196.28'	346.69'	(N 47°00' W)	345.48'	---

## 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



STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JUSTIN R. WILSON;  
WALLY WILSON



SCALE:

1" = 60'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 5 PART 2(U1)  
PLAT 2 OF 2



LEGAL DESCRIPTION FOR WILLIAMSON COUNTY, TEXAS

BEING 0.293 of an acre (12,779 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of an old County Road and being more particularly described as follows;

BEGINNING at an iron pin found in the center of an old County Road, marking the Northeast corner of that certain tract of land, called 0.34 of an acre, as conveyed to Wally Wilson and Justin R. Wilson by deed recorded as Document No. 2008105770 of the Official Public Records of Williamson County, Texas, for an interior corner hereof;

THENCE, along the center of the said old County Road, being the north line of the said 0.34 of an acre Wilson tract, N 77°39'15" W, 164.03 feet to an iron pin set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most westerly Southwest corner hereof;

THENCE, along the said Northeast line of RM 2338, along a curve to the left, (Radius=1,705.00 feet, Long Chord bears N 56°06'45" W, 81.69 feet), an arc distance of 81.70 feet to an iron pin set on a southerly line of that certain Tract II, called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners and Myra Ann Young by deed recorded as Document No. 2009038694 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, S 77°39'15" E, 255.55 feet to an iron pin set for an interior corner of the said Tract II, for an interior corner hereof;

THENCE, along a westerly line of the said Tract II, S 22°54'15" E, 266.20 feet to an iron pin set on the said proposed Northeast line of RM Highway No. 2338, for the Southeast corner hereof;

THENCE, along the said proposed Northeast line of RM 2338, along a curve to the left, (Radius=1,705.00 feet, Long Chord bears N 43°18'30" W, 86.03 feet), an arc distance of 86.04 feet to an iron pin set in the said center of the old County Road, being the east line of the said 0.34 of an acre Wilson tract, for the most southerly Southwest corner hereof;

THENCE, along the said center of the old County Road, N 22°54'15" W, 170.03 feet to the Place of BEGINNING and containing 0.293 of an acre (12,779 Square Feet) of land


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described here on and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 23rd day of December, 2009, A.D.

A circular seal for Brian F. Peterson, a Registered Professional Land Surveyor in the State of Texas. The seal contains the text "STATE OF TEXAS", "REGISTERED PROFESSIONAL LAND SURVEYOR", "BRIAN F. PETERSON", and "No. 3967".  
\_\_\_\_\_  
Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
Job No. 20863-0.293

**STEGE BIZZELL**  
1978 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

1.00 AC  
MICHELLE LYNN BELL DUBE  
and husband TRAVIS A. DUBE  
9872664

TRACT II  
125.00 AC  
SAVE & EXCEPT 4.706 AC  
CIRCLE B-Y PARTNERS and  
MYRA ANN YOUNG  
2009038694

PARCEL 43  
0.293 AC  
12,779 Sq. Ft.

0.34 AC  
WALLY WILSON and  
JUSTIN R. WILSON  
2008015770

0.29 AC  
JUSTIN R. WILSON  
2007054792  
WALLY WILSON  
2007054793

LEWIS P. DYCHES SURVEY  
ABSTRACT N. 171



0 25 50 75 100  
SCALE IN FEET

CODE	BEARING	DISTANCE
L1	N 77° 39' 15" W	164.03'
L2	N 22° 54' 15" W	170.03'
(L3)	(N 78° 04' 00" W)	(421.25')
(L4)	(N 23° 24' 19" W)	(332.47')

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,705.00'	81.70'	N 56° 06' 45" W	81.69'	2° 44' 43"
C2	1,705.00'	86.04'	N 43° 18' 30" W	86.03'	2° 53' 28"

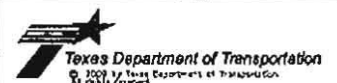
PAGE 1 OF 2

STEGER BIZZELL

1675 S. AUSTIN AVENUE  
SUITE 812-800-8418  
DALLAS, TEXAS 75201-4418  
STEGERBIZZELL.COM

F-181

PARCEL PLAT SHOWING PROPERTY OF:  
WILLIAMSON COUNTY



SCALE:  
1" = 100'

CSJ #:  
2211-01-023

PROJECT:  
RM 2338

COUNTY:  
WILLIAMSON

PARCEL: 43



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.

*12/23/09*  
 BRIAN F. PETERSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
 STATE OF TEXAS



PAGE 2 OF 2

STEGE BIZZELL

1773 BLAUSTEIN AVENUE  
 GEORGETOWN, TEXAS 75220  
 (972) 241-1111 FAX (972) 241-1111  
 STEGE BIZZELL & COMPANY  
 LAND SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
 WILLIAMSON COUNTY



SCALE:  
 1" = 100'

CSJ #:  
 2211-01-023

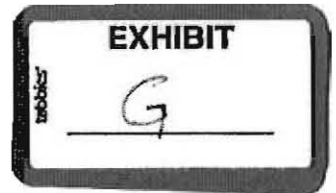
PROJECT:  
 RM 233B

COUNTY:  
 WILLIAMSON

PARCEL: 43







**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 AWJL, LP and JUSTIN R. WILSON, hereinafter referred to as Grantor, 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 those certain two tracts totaling 0.170 acre 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 5, part 1); and

All of that certain 0.227 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 "B" attached hereto and incorporated herein (Parcel 5, part 2)



**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 \_\_\_\_\_, 2010.

**GRANTOR:**

AWJL, LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Justin R. Wilson

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

STATE OF TEXAS

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by Justin R. Wilson, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

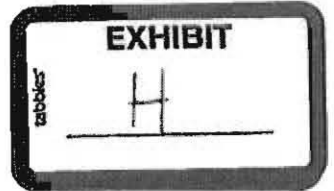
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**





ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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THAT AWJL, LP and JUSTIN R. WILSON, Grantor(s), 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 0.040 acres and 0.052 acres of land, more or less, out of 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 Exhibits "A & B" attached hereto and incorporated herein (Parcel 5EE, part 1 and 2).

Together with the right of ingress and egress over our adjacent lands, but only if ingress and egress is not available from a public 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 easement; 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 \_\_\_\_\_, 2010.

[signature page follows]

**GRANTOR:**

AWJL, LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Justin R. Wilson

**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 \_\_\_\_\_, 2010 by Justin R. Wilson, in the capacity and for the purposes and consideration recited therein.

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

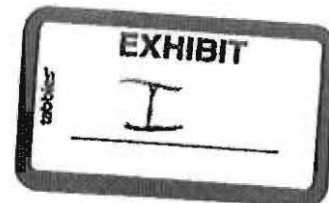
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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

AFTER RECORDING RETURN TO:





## **SPECIAL WARRANTY DEED**

**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.**

**Date:** \_\_\_\_\_, 2010

**Grantor:** Williamson County, Texas

**Grantor's Mailing Address (including county):**

710 Main Street, Ste. 101  
Georgetown, TX 78626  
Williamson County

**Grantee:** AWJL, LP and Justin R. Wilson

**Grantee's Mailing Address (including county):**

1611 Williams Drive  
Georgetown, Texas 78628  
Williamson County

**CONSIDERATION:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**PROPERTY (including any improvements):**

0.293 acres, more or less, as described in Exhibit "A", attached hereto and made a part hereof for all intents and purposes hereunto.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Easements, rights-of-way, and prescriptive rights, whether of record or not; 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; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS

By 

\_\_\_\_\_  
Dan A. Gattis, County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

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

**AFTER RECORDING RETURN TO:**