

**REAL ESTATE CONTRACT**  
**SH 195 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between P.L. LLOYD a/k/a PHILLIP LYNN LLOYD, (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 4.130 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 120); and

Waterline easement and electric easement interests in and across all of that certain 0.237 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "B", attached hereto and incorporated herein (Parcel 120E); and

Temporary construction easement interest for installation of waterline facilities in and across all of that certain 0.237 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described as shown on the sketch which accompanies the field notes 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

2.01. The purchase price for the Property described in Exhibit "A" and for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property or for any damages to the remaining property of Seller shall be the sum of SIX HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars (\$634,250.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibit "B" shall be the sum of THIRTY FOUR THOUSAND THREE HUNDRED FOURTEEN and 00/100 Dollars (\$34,314.00).

### 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. Seller further agrees to restore any existing access gates or other entry points currently used by any utility company having an easement interest in the property of Seller.

### 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 August 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 indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in and to the property described in Exhibit "B", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "B", all 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. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto. The electric easement shall be in the form as shown in Exhibit "E" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests 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
  - (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.

#### 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:**

  
P.L. Lloyd a/k/a Phillip Lynn Lloyd

Address: 200 Fairway Lane  
Georgetown, TX 78628

Date: 07/17/10

**PURCHASER:**

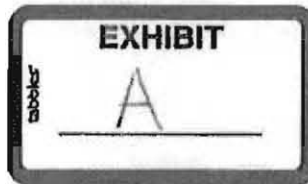
COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: 7-22-10

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



Page 1 of 5  
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 Parcel 120

BEING a 4.130 acre (179,897 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 4.130 acre tract of land is out of and a part of the remaining portion of a 48.253 acre tract conveyed by John R. Shell and wife, Patricia Shell, to P. L. Lloyd by deed recorded June 6, 1997 as Document No. 9725027 of the Official Records of Williamson County, Texas, the said 4.130 acres is also out of and a part of the remaining portion of an 85.00 acre tract conveyed by John R. Shell to P. L. Lloyd by deed recorded December 4, 1990 in Volume 1963, Page 944, of said Official Records, said 4.130 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found in the north line of said 48.253 acre tract for the east corner of a 10.00 acre tract conveyed by Mark Shelton and Jamie L. Shelton to George A. Elizondo and wife, Rachel Elizondo, by deed recorded July 26, 2005 as Document No. 2005057070 of the Official Public Records of Williamson County, Texas, and for the south corner of a 5.00 acre tract of land conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Micky Shipman by deed recorded October 16, 2003 as Document No. 2003101242 of said Official Public Records, said rod is located 875.38 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1697+86.79;

THENCE North 56° 14' 39" East with the common line of the said 48.253 acre tract and said 5.00 acre tract at 215.28 feet pass a 1/2 inch iron rod found for the south corner of a 5.00 acre tract conveyed to Ricky Shipman by deed recorded October 16, 2003 and recorded as Document No. 2003101243 of said Official Public Records, at 200.47 feet pass the south corner of Lot 4 River Road Subdivision as recorded in Cabinet V, Slide 123-124 of the Plat Records of Williamson County, Texas, then continuing on the same bearing 257.08 feet, for a total distance of 672.83 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 238.00 feet right of Proposed SH 195 Baseline Station 1700+19.50;

1. THENCE North 56° 14' 39" East continuing with the southeast line of the said Lot 4 for a distance of 422.49 feet to a 1/2 inch iron rod found in the existing

EXHIBIT \_\_\_\_\_

southwest right of way line of SH 195 for the non-tangent beginning of a curve to the right;

2. THENCE with the said existing southwest right of way line of SH 195 and with a curve turning to the right for an arc distance of 551.50 feet, said curve has a radius of 8135.11 feet, a delta angle of  $3^{\circ} 53' 03''$ , a chord bearing of South  $44^{\circ} 42' 50''$  East, and a chord distance of 551.39 feet, to a calculated point for the most easterly corner of the said 85.00 acre tract and for the north corner of a 14.992 acre tract conveyed by RK-1 Partnership to CCIM I Partnership by deed recorded July 19, 2000 as Document No. 2000046526 of the Official Public Records of Williamson County, Texas, (see Document No. 2000013730 for description), and for the non-tangent end of said curve, from which a 1/2 inch iron rod bears South  $69^{\circ} 03' 34''$  West a distance of 0.45 feet;
3. THENCE South  $69^{\circ} 03' 34''$  West with a common line of the said 85.00 acre tract and the said 14.992 acre tract for a distance of 320.10 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195, said monument is located 159.52 feet right of Proposed SH 195 Baseline Station 1705+44.50;
4. THENCE North  $48^{\circ} 26' 35''$  West with the said proposed southwest right of way line of SH 195 for a distance of 43.57 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 160.00 feet right of Proposed SH 195 Baseline Station 1705+00.00;

EXHIBIT

5. THENCE North 59° 14' 39" West continuing with the said proposed southwest right of way line of SH 195, at 395.55 feet pass a 5/8" iron rod set with a TxDOT aluminum cap stamped "ADL" for the BEGINNING of an ACCESS DENIAL LINE, then continue on the same bearing with said proposed right of way line and ACCESS DENIAL LINE for a distance of 78.80 feet (total distance 474.35 feet) to the POINT OF BEGINNING, said described tract containing 4.130 acres (179,897 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

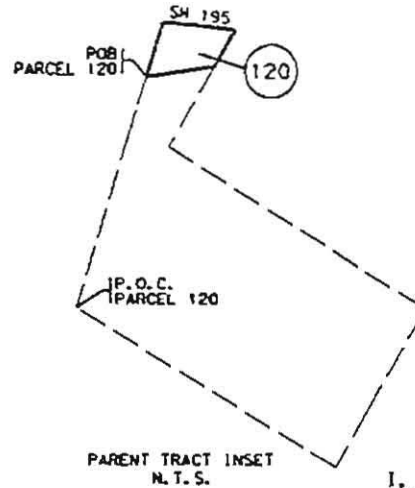
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

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



# LEGEND

■	FOUND CONCRETE MONUMENT (TXDOT TYPE I)
□	FOUND CONCRETE MONUMENT (TXDOT TYPE II)
⊗	CONCRETE MONUMENT SET (TXDOT TYPE II)
●	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 "ROOS SURVEYING INC."
R	PROPERTY LINE
S	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
CHB	CHORD BEARING
CHD	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



I, SCOTT MORRIS, HEREBY CERTIFY  
MAP OR PLAT IS TRUE AND CORRECT  
SURVEY MADE UNDER MY SUPERVISION  
GROUND AND IS BASED ON DATA GATH  
FEBRUARY 2001 TO OCTOBER 2006

*Scott Morris* 5-29-20  
SCOTT MORRIS, R.P.L.S. # 5076 DA

## 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 T27 A (PID AB2837), AUSTIN RRP (PID AF9537) 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.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
					LEFT		RIGHT	
	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
120	133.253	5,804,501	4.130	179,897	---	---	129.123	5,624,604

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REVISED MAY



RI

S

ROW

STATE HIGHWAY

6810 LEE

SCALE:

CSJ 0440-02-001  
235-00

SH 195  
TWO ROW

STATE OF TEXAS  
CALLED 2.497 ACRES  
VOL. 271, PAGE 355, W.C.O.P.R.  
February 9, 1935

SEE DETAIL "C"  
LENGTH=551.50'  
RADIUS=8,135.11'  
CHB=544°42'50"E  
CMB=551.39'

PROPOSED AND EXISTING R.O.W. LINE WITH ACCESS DENIAL

(STA 240-00.00) (50.00' RT.)

KPI STATION = 238+20.5  
(DELTA = 27°48' RT.)  
(DEGREE OF CURVE = 0°42')  
(TANGENT = 2025.6')  
(LENGTH=3971.4')

EXISTING R.O.W. LINE

30' B.L. and O.S.S.F.S. (Per Plot)

LOT 4  
CALLED 5.00 ACRES  
RIVER ROAD SUBD.  
CABINET V. SLIDE 123  
C.W.C. PROPERTIES, LLC  
DOCUMENT NO. 2000048331  
JULY 25, 2000  
W.C.O.P.R.

PROPOSED BASELINE

1700-00

1705-00

PROPOSED R.O.W. LINE WITH PROPOSED ACCESS DENIAL LINE

120

3/4" IRON ROD SET WITH ALUMINUM FOOT CAP STAMPED "ADL" (END OF PROPOSED ACCESS DENIAL LINE) STA 1701+00.00 227.09' RT.

PROPOSED R.O.W. LINE

N 48°26'35" W 43.57'

N 59°14'39" W 474.35'

STA 1705+00.00 160.00' RT.

STA 1705+44.50 159.52' RT.

CALLED 14.992 ACRES  
CCIM 1 PARTNERSHIP  
DOCUMENT NO. 2000046526  
JULY 19, 2000  
W.C.O.P.R.  
SEE DOCUMENT NO. 200001371  
W.C.O.P.R. FOR DESCRIPTION

RESIDUAL OF CALLED 48.253 ACRES  
P.L. LLOYD  
DOCUMENT NO. 9725027  
JUNE 6, 1997  
W.C.O.P.R.

RESIDUAL OF CALLED 85.00 ACRES  
P.L. LLOYD  
VOL. 1963, PAGE 944  
DECEMBER 4, 1990  
W.C.O.P.R.

SH 195

EXISTING R.O.W. LINE

DETAIL "B" N.T.S.

5 69°03'34" W 10.45'

CALLLED 5.00 ACRES  
MICKY SHIPMAN  
DOCUMENT NO. 2003101242  
OCTOBER 16, 2003  
W.C.O.P.R.

P.O.B. PARCEL 120  
STA 1700+19.50 238.00' RT.

237.08'

237.08'

213.20'

200.47'

215.20'

N 56°14'39" E 672.83'

CALLLED 10.00 ACRES  
GEORGE A. ELIZONDO & RACHEL ELIZONDO  
DOCUMENT NO. 2005057070  
JULY 26, 2005  
W.C.O.P.R.

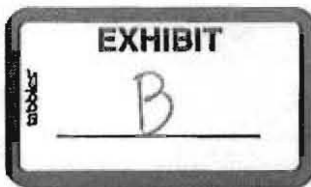
P.O.C. PARCELS 120  
STA 1697+86.79 875.38' RT.

REVISD MAY 29, 2009

SCALE: 1" = 100'

SCALE: 1" = 1'-0"

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STATE OF TEXAS  
COUNTY OF WILLIAMSON

**WATERLINE  
EASEMENT**

0.237 ACRE OF LAND SITUATED IN  
W. ROBERTS SURVEY  
ABSTRACT 524  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.237 ACRE (10,303 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS—A CALLED 85.00 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO P.L. LLOYD AND RECORDED IN VOLUME 1963, PAGE 944 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A CALLED 48.253 ACRES TRACT DESCRIBED AS TRACT I IN A WARRANTY DEED WITH VENDOR'S LIEN TO P.L. LLOYD AND RECORDED IN DOCUMENT No. 9725027 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the existing southwest right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, for the most easterly, southeast corner of said 85.00 acres tract, same being the northeast corner of a called 14.992 acres tract as described in a Special Warranty Deed to CCIM I Partnership and recorded in Document No. 2000046526 of the Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the south line of said 85.00 acres tract, same being the north line of said 14.992 acres tract, S69°03'34"W a distance of 320.10 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of said south line of the 85.00 acres tract and the north line of said 14.992 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, for the **POINT OF BEGINNING** of the tract described herein;

CONTINUING with said south line of the 85.00 acres tract and said north line of the 14.992 acres tract, S69°03'34"W a distance of 22.55 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said south line of the 85.00 acres tract and said north line of the 14.992 acres tract, crossing said 85.00 acres tract and said 48.253 acres tract the following two (2) courses and distances:

1. N48°26'27"W a distance of 31.26 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point, and
2. N59°14'39"W, passing at a distance of 251.42 feet the north line of said 85.00 acres tract, same being the south line of said 48.253 acres tract, and continuing in all a distance of 482.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the southeast line of Lot 4, River Road Subdivision, a subdivision according to the plat of record in Cabinet V, Slides 123-124, and from which a 1/2-inch iron rod found for the south corner of said Lot 4, same being the east corner of a called 5.00 acres tract as described in a Warranty Deed to Micky Shipman and recorded in Document No. 2003101242 of said Official Public Records of Williamson County, Texas, bears S56°14'39"W a distance of 234.93 feet;

THENCE with said southeast line of Lot 4, N56°14'39"E a distance of 22.16 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of said southeast line of Lot 4 with said proposed southwest right-of-way line of SH195, and from which a 1/2-inch iron rod found in the existing southwest right-of-way line of SH195 for the east corner of said Lot 4 bears N56°14'39"E a distance of 422.49 feet;

THENCE leaving said southeast line of Lot 4, crossing said 48.253 acres tract and said 85.00 acres tract with said proposed southwest right-of-way line of SH195, the following two (2) courses and distances:

1. S59°14'39"E, passing at a distance of 237.63 feet said south line of the 48.253 acres tract and said north line of the 85.00 acres tract, continuing in all a distance of 474.36 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found set in concrete for an angle point, and
2. S48°26'27"E a distance of 43.57 feet to said POINT OF BEGINNING and containing 0.237 acre.

THE STATE OF TEXAS

§  
§  
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KNOW ALL MEN BY THESE PRESENTS:

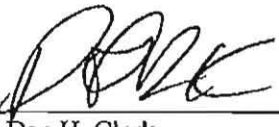
COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of June 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of June 2010, A.D.

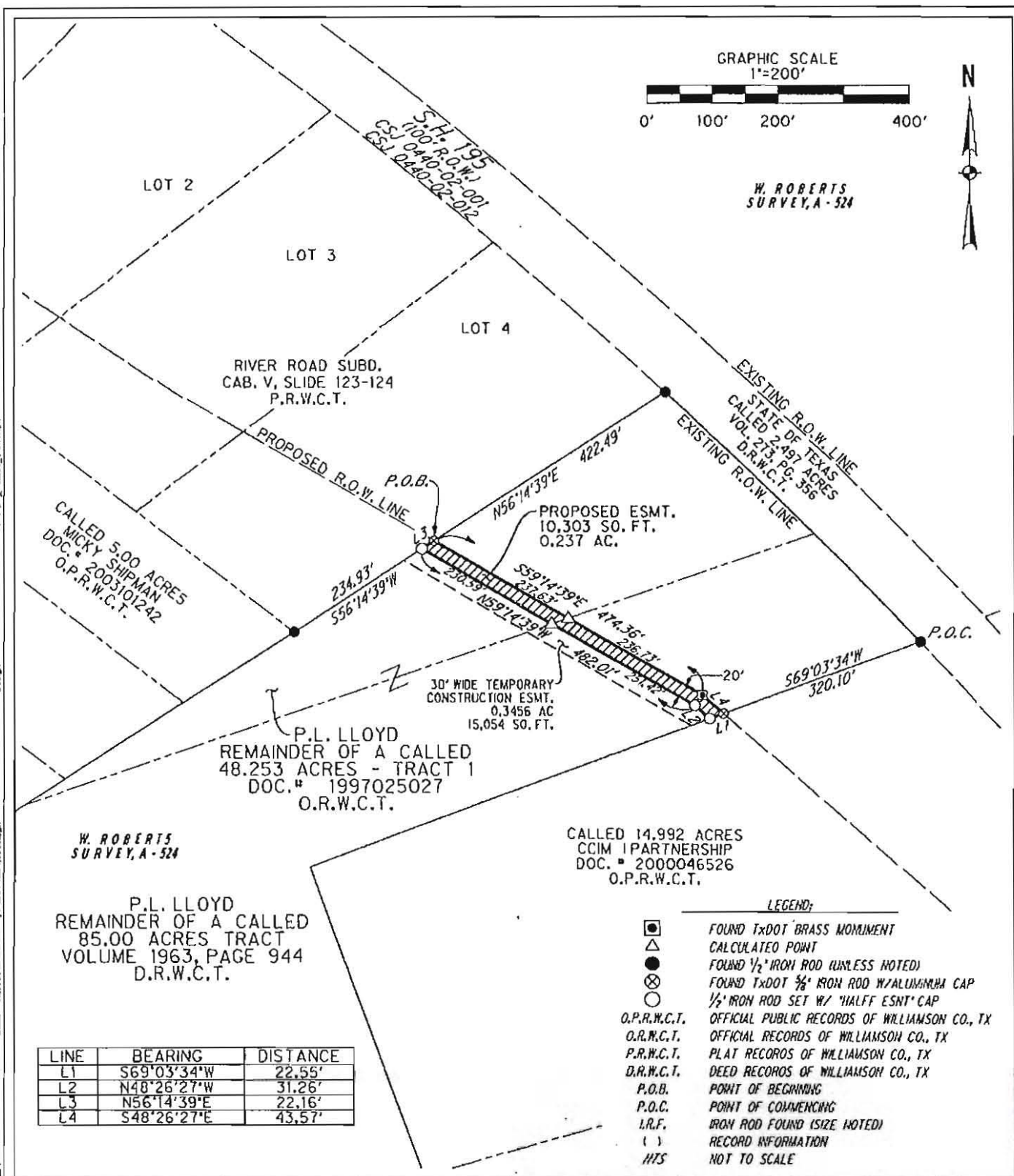


Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759

 6/8/2010  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-120-26903.dgn, dated June 8, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.



Parcel 120  
CSJ: 0440-02-012



**SPECIAL WARRANTY DEED**  
**SH 195 Right of Way**

**THE STATE OF TEXAS**

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**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, P.L. LLOYD a/k/a PHILLIP LYNN LLOYD, not joined by my spouse as the property conveyed herein forms no part of my homestead either owned or occupied and is my sole and separate property, 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 4.130 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 120).

**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".

**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:**

\_\_\_\_\_  
P.L. Lloyd a/k/a Phillip Lynn Lloyd

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

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

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by P.L. Lloyd a/k/a Phillip Lynn Lloyd, 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 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:**