

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ~~WOOD ROAD 4-1~~
~~PROPERTIES, ROGERS EQUIPMENT CO.,~~ AND WESTOVER VENTURE, (referred to in this
Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in
this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to
pay for, the tract(s) of land described as follows:

All of that certain 0.696 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 124C); and

Waterline easement interest in and across all of that certain 0.1256 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 "B", attached hereto and incorporated herein (Parcel 124C--WE);and

Temporary construction easement interest in and across all of that certain 0.1854
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 property description in Exhibit "B", attached hereto
and incorporated herein (Parcel 124C--TCE)

together with all and singular the rights and appurtenances pertaining to the property, including
any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such
real property, rights, and appurtenances being referred to in this Contract as the "Property"), and
any improvements and fixtures situated on and attached to the Property described in Exhibit "A",
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" shall be the sum of ONE HUNDRED FORTY SEVEN AND EIGHTY SIX and 00/100 Dollars (\$147,086.00).

2.01.1. The purchase price for the waterline easement and temporary construction easement described in Exhibit "B" shall be the sum of NINETEEN THOUSAND TWO HUNDRED TWENTY TWO and 00/100 Dollars (\$19,222.00)

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, and shall 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 31, 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 Exhibit "A", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement, both 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.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's/Grantee's favor in the full amount of the purchase price, insuring the State of Texas' fee simple title and Chisholm Trail Special Utility District's easement interest 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 and additional compensation.

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

WOOD ROAD PROPERTIES

By: [Signature]

Its: President

Date: 8-30-10

Address: 221 Storman Pr
Gorgeton TX 78626

~~ROGERS EQUIPMENT CO~~ RP

By: _____

Its: _____

Date: _____

Address: _____

WESTOVER Enterprises, Managing Partner for:

WESTOVER VENTURE

By: [Signature]

Its: [Signature]

Date: 8/30/10

Address: P.O. Box 3000 # 236

Georgetown Tx 78627-3000

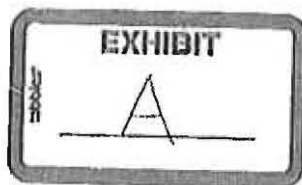
PURCHASER:

COUNTY OF WILLIAMSON

By: [Signature]
Dan A. Gattis, County Judge

Date: 9-8-10

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 4
March 7, 2007

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

Legal Description Parcel 124C

BEING a 0.696 acre (30,327 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.696 acre tract of land is out of and a part of Lot 1, Block E (1.95 acres) of Berry Creek Section Five Phase One, a plat of which is recorded in Cabinet Z, Slides 235-238, of the Plat Records of Williamson County, Texas, a plat map recording sheet showing Wood Road Properties, Rogers Equipment Company, and Westover Venture as Dedicator was recorded November 16, 2004 as Document No. 2004088880 of the Williamson County Official Public Records, said 0.696 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of Lot 2, Block E of the above referenced subdivision, said rod is located 577.43 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1735+70.32;

THENCE North 68° 17' 30" East with the south line of Block E of said subdivision, at 231.11 feet pass the southwest corner of Lot 2, Block E and the southwest corner of Lot 1, Block E, then continue on the same bearing with the south line of said Lot 1 for a total distance of 461.18 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed west right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 125.52 feet right of Proposed SH 195 Baseline Station 1736+62.34;

1. THENCE North 32° 44' 26" West with the proposed west right of way line of SH 195 for a distance of 62.34 feet to Type II TxDOT concrete monument set for an angle point, said monument is located 125.00 feet right of Proposed SH 195 Baseline Station 1736+00.00;
2. THENCE North 32° 57' 53" West continuing with the proposed west right of way line of SH 195 for a distance of 217.74 feet to a TxDOT Type II concrete monument set in the existing south right of way line of Chi Chi Drive, said monument is located 124.04 feet right of Proposed SH 195 Baseline Station 1733+82.26;

EXHIBIT _____

3. THENCE North $57^{\circ} 55' 30''$ East with the existing south right of way line of Chi Chi Drive for a distance of 83.99 feet to a calculated angle point;
4. THENCE South $77^{\circ} 04' 30''$ East continuing with the existing south right of way line of Chi Chi Drive for a distance of 33.96 feet to a calculated point in the existing west right of way line of SH 195 for the northeast corner of the herein described tract, from which a found 1/2 inch iron rod bears South $77^{\circ} 04' 30''$ East a distance of 1.46 feet;
5. THENCE South $32^{\circ} 02' 49''$ East with the existing west right of way line of SH 195 for a distance of 275.02 feet to a calculated point for the southeast corner of the herein described tract, from which a found 1/2 inch iron rod bears North $68^{\circ} 17' 30''$ East a distance of 1.18 feet;
6. THENCE South $68^{\circ} 17' 30''$ West with the south line of said Lot 1 for a distance of 106.67 feet to the POINT OF BEGINNING, said described tract containing 0.696 acres (30,327 square feet) of land, more or less.

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.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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

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

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

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



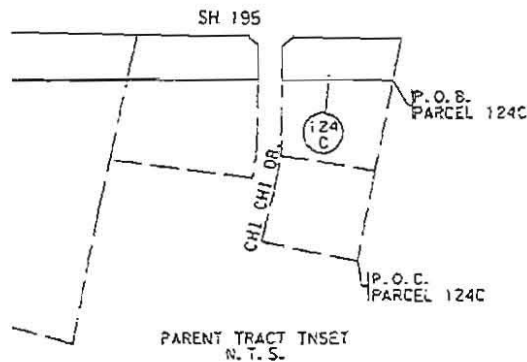
n:\client\mccordis 017017-20036-005 SH 195\FROM MORGAN CURRENT\MCCORDIS\001721c-sh195c.dwg

DATE: 3/7/2007

TIME: 4:12:21 PM

LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE III)
- 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 "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.C.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 THAT THE MAP OR PLAT IS TRUE AND CORRECT AND WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY IS BASED ON DATA GATHERED ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

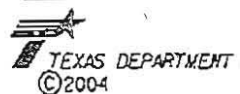
Scott Morris March 7, 2007
SCOTT MORRIS, R.P.L.S. = 5076 DATE

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.

RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
				LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
1.95	84,942	0.696	30,327			1.254	54,615



RIGHT OF WAY
SHOWING PROPOSED
WOOD ROAD PROPERTY
PARCEL
PAGE 3 OF 3
ROW CSJ NO. 0
STATE HIGHWAY 195 WILL
RODS SURVEY
6810 LEE ROAD
(281) 379
SCALE: 1"=100'

W. ROBERTS SURVEY, A-524

PROPOSED R.O.W. LINE

STA 1325+00.00
130.00' L.T.

S 33° 35' 51" E 1048.62'



SCALE IN FEET

SH 195

STATE OF TEXAS
COUNTY OF WILLIAMSON
CIVIL MINUTES

270-00 CSJ 0440-02-001

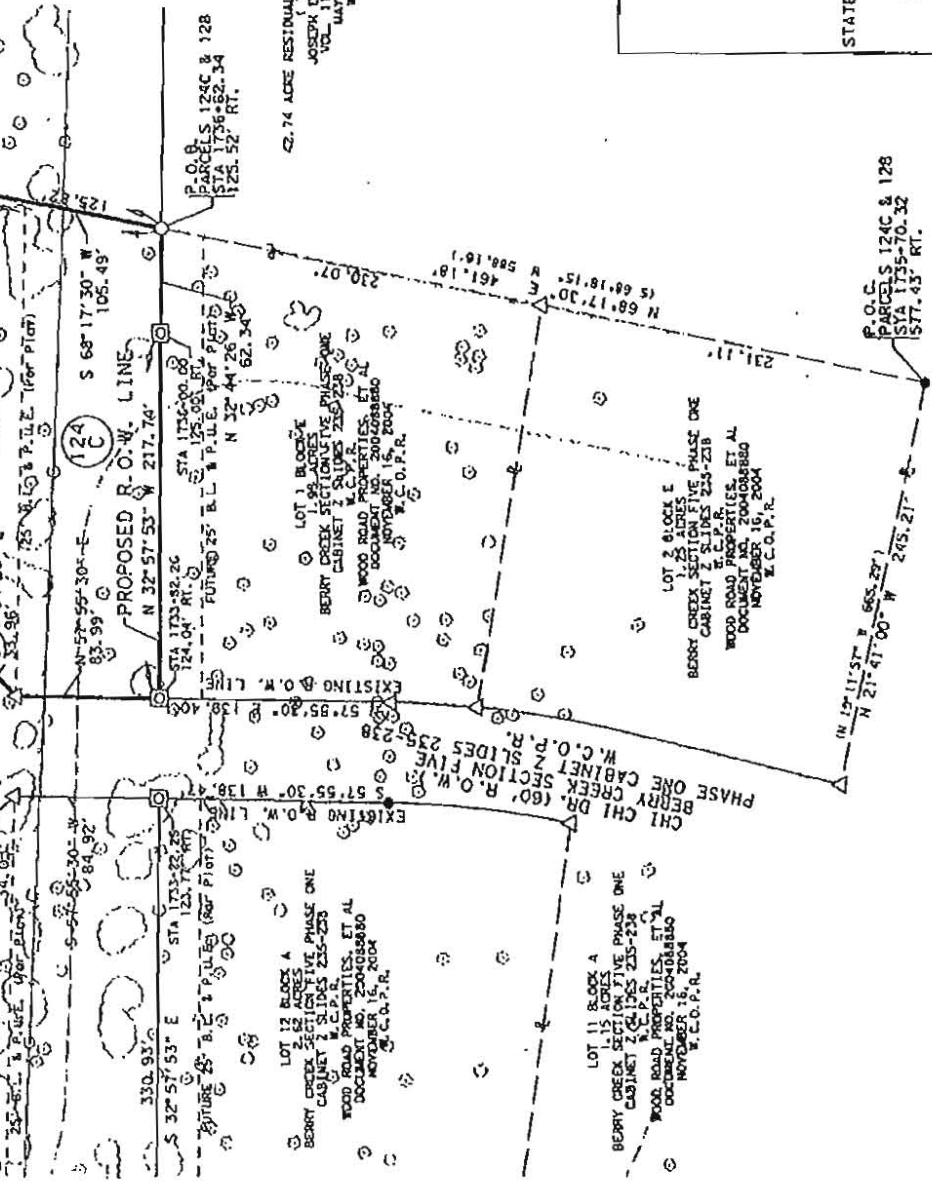
(S 30° 35' E 6827.0')

20' ROAD WIDENING
EASEMENT PER PLAT

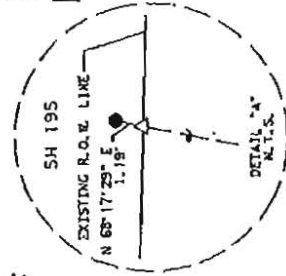
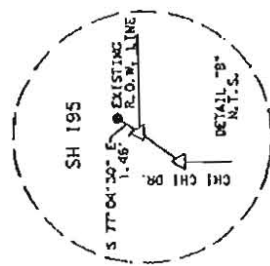
SEE DETAIL "A"

PROPOSED BASELINE 1735-00 S 32° 02' 49" E

GEORGETOWN CITY LIMIT



EXHIBIT



42.74 ACRE RESIDUAL OF A CALLED 43.74 ACRES

JOSIEUX C. STUBBS, JR.
VOL. 1187, PAGE 565
MAY 23, 1983
W.C.O.P.R.

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
WOOD ROAD PROPERTIES, ET AL
PARCEL 124C

PAGE 4 OF 4

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

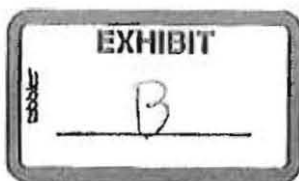
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

124C



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.1256 ACRE SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.1256 ACRE (5,747 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 1, BLOCK B, BERRY CREEK SECTION FIVE, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Z, SLIDES 235-236 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found for an angle point in existing west right-of-way line of State Highway 195, a varying width right-of-way, for the east corner of said Lot 1;

THENCE leaving said existing west right-of-way line of SH195, with the south line of said Lot 1, S68°17'30"W, passing at a distance of 106.67 feet a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of the proposed west right-of-way line of SH195, a varying width right-of-way, with said south line of Lot 1, and continuing in all a distance of 131.91 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set for the POINT OF BEGINNING of the tract described herein;

CONTINUING with said south line of Lot 1, S68°17'30"W a distance of 20.39 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set;

THENCE leaving said south line of Lot 1, crossing said Lot 1, N32°57'53"W a distance of 271.87 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set in the south right-of-way line of Chi Chi Drive, a sixty-foot wide right-of-way according to said plat of Berry Creek Section Five, Phase One, same being the north line of said Lot 1;

THENCE with said south right-of-way line of Chi Chi Drive and said north line of Lot 1, N57°55'30"E a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and from which a Texas Department of Transportation (TxDOT) Type II Concrete Monument with Brass Disk found at the intersection of said proposed west right-of-way line of SH195 with said south right-of-way line of Chi Chi Drive and said north line of Lot 1, bears N57°55'30"E a distance of 25.00 feet;

THENCE leaving said south right-of-way line of Chi Chi Dr and said north line of Lot 1, crossing said Lot 1, S32°57'53"E a distance of 275.54 feet to said **POINT OF BEGINNING** and containing 0.1256 acre.

THE STATE OF TEXAS

§

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 February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of May 2010, A.D.

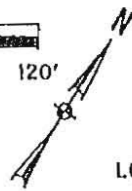
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Signature] 5/14/2010
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-124C-26903.dgn, dated May 14, 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.



LOT 12, BLOCK A

W. ROBERTS
SURVEY, A-524

CHICHI DR.
(60' R.O.W.)
CAB. Z, SLIDES 235-236
P.R.W.C.T.

S.H. 195
(100' R.O.W.)
CSJ 0440-01-036
CSJ 0440-02-012

PROPOSED ESMT.
5,747 SQ. FT.
0.1256 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
8,074 SQ. FT.
0.1854 AC.

LOT 1, BLOCK E
BERRY CREEK SECTION
FIVE, PHASE ONE
CAB. Z, SLIDES 235-236
P.R.W.C.T.

JOSEPH EVERETT SYBERT, JR.
REMAINDER OF TRACT B
CALLED 50.74 AC.
VOL. 1187, PG. 565
D.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S68°17'30"W	20.39'
L2	N57°55'30"E	20.00'
L3	N57°55'30"E	25.00'

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

5/8" IRON ROD
W/ TXDOT ALUM. CAP
P.O.B.
25.24'
568°17'30"W 131.91'
106.67'

P.O.C.
CAP STAMPED
'RPLS 2218'

LEGEND:
 FOUND TXDOT BRASS MONUMENT



HALFF

1020 VESTER DAWKIN LANE, SUITE 450
AUSTIN, TEXAS 78717-6338
TEL (512) 252-8184
FAX (512) 252-8111

SH 195 UTILITY

EASEMENT FOR
PARCEL 124C

Project No.: 26903

Issued: 5/14/2010

Accompanying file Name:
SV-LD-124C-26903.dwg

3 of 3

Parcel 124C
CSJ: 0440-02-012



SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed 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, ^{AP} ~~WOOD ROAD PROPERTIES, ROGERS EQUIPMENT CO.,~~ ^{AP} and WESTOVER VENTURE, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.696 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 124C).

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.

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 20th day of August, 2010.

GRANTOR:

~~WOOD ROAD PROPERTIES~~ W

By: _____

Its: _____

~~ROGERS EQUIPMENT CO.~~ W

By: _____

Its: _____

WESTOVER ENTERPRISES, Managing Partner for:

WESTOVER VENTURE

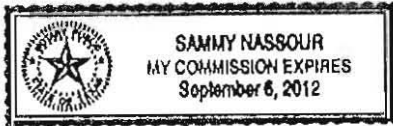
By: [Signature]
Its: [Signature]

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Williamson

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This instrument was acknowledged before me on this the 3rd day of Aug, 2010 by Brett Lester, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas

STATE OF _____
COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

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 _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

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:



**WATER LINE EASEMENT
AND RIGHT-OF-WAY**

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

§

DATE: _____, 2010

GRANTOR: ~~Wood Road Properties, Rogers Equipment Co., and Westover Venture~~ ^{AL} ^{AL}

GRANTOR'S MAILING ADDRESS: 221 Stearman Dr.
Georgetown Tx 78628

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 78727

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate eighteen months after the entry upon the property for the initial installation of waterline facilities, or the completion of the Project, whichever occurs first.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

0.1256-acres of land, more or less, more particularly described by metes and bounds attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

The "Temporary Construction Easement Tract" is defined as a tract of land fifty feet (50') in width, a portion of which shall overlay the Water Line Easement, and the remainder of which shall consist of a thirty foot (30') wide strip adjacent and parallel to the Water Line Easement, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

0.1854- acres of land, more or less, more particularly shown on the sketch which accompanies the field notes in Exhibit A attached hereto.

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

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

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

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features,

or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract. Notwithstanding any provision in this instrument to the contrary, in the event that Grantor modifies existing fencing or constructs new fencing on Grantor's property after the date of this instrument so as to deprive Grantee of access to and from the Waterline Easement Tract (including access required for vehicles and equipment), Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access.

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

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, unless otherwise agreed to or permitted by Grantee in writing.

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010.

GRANTOR:

~~WOOD ROAD PROPERTIES~~ *AP*

By: _____

Its: _____

~~ROGERS EQUIPMENT CO.~~ *AP*

By: _____

Its: _____

WESTOVER ENTERPRISES, Managing Partners:
WESTOVER VENTURE

By: *[Signature]* _____

Its: *VP* _____

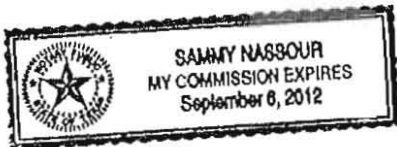
ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 30th day of Aug, 2010 by Beth Lester, in the capacity and for the purposes and consideration recited herein.



Sammy Nassour
Notary Public, State of Texas

STATE OF _____

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

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 _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____

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