

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ANDY G, WOLF and JOHNNIE M. WOLF, (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 11.546 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 204).

Electric easement interest in and across all of that certain 1.163 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283 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 204E--PEC)

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 and Additional Compensation

2.01. The purchase price for the Property interests described in Exhibit "A" shall be the sum of ONE HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED NINETY AND 00/100 Dollars (\$173,190.00).

2.01.1 As Additional Consideration 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, Purchaser shall pay the amount of THIRTY FOUR THOUSAND FOUR HUNDRED FIVE AND 00/100 Dollars (\$34,405.00)

2.01.2 The purchase price for the easement interests in the Property described in Exhibit "B" shall be the sum of EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE and 00/100 Dollars (\$8,725.00).

Seller has elected to retain the site improvements listed on Exhibit "C" attached hereto for a total credit of \$2.00 to Purchaser. Therefore, the total amount due for purchase of the property and easement interests acquired herein shall be the sum of \$216,318.00. Any retained improvements must be removed from the Property within 60 days after the Closing of this transaction.

#### Special Provisions

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

#### Payment of Purchase Price

2.02. The Purchase Price and Additional Consideration 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 Georgetown Title Company on or before December 29, 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 deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in and across the Property described in Exhibit "B", 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 "D" attached hereto. The electric utility 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 Purchaser's favor in the full amount of the purchase price, insuring Grantee's fee simple title or 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:**

Andy G. Wolf  
Andy G. Wolf

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

\_\_\_\_\_

Date: 11-30-11

Johnnie M. Wolf  
Johnnie M. Wolf


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

\_\_\_\_\_

Date: 11-30-11

**PURCHASER:**

COUNTY OF WILLIAMSON

By:   
Dan A. Gattis, County Judge  
Date: 12-17-11

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626

EXHIBIT A

County: Williamson  
Highway: SH 195  
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138  
ROW CSI: 0440-01-036

Legal Description Parcel 204

BEING an 11.546 acre (502,926 square feet) tract of land located in the William Hemphill Survey, Abstract No. 283, of Williamson County, Texas, said 11.546 acre tract of land is out of and a part of the remaining portion of a called 109 acre tract being described as the Third Tract in a deed from W. L. Wilson and wife, Algia Wilson, to Andy G. Wolf and wife, Johnnie M. Wolf by deed recorded March 21, 1962 in Volume 450, Page 137, of the Deed Records of Williamson County, Texas, said 11.546 acre tract of land is further described by metes and bounds as follows:

COMMENCING at 1/2" iron-rod found for the southwest corner of the above referenced 109 acre tract and for the southeastern interior corner of a 274.494 acre tract conveyed by Terrell Slawson to TTS Properties by deed recorded March 16, 2002 as Document No. 2002028887 of the Official Public Records of Williamson County, Texas, said rod is located 1201.67 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1289+77.22;

THENCE North 67° 33' 46" East along the common line of the said 109 acre tract and the said 274.494 acre tract for a distance of 1054.37 feet to a 3/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed west right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said point is located 147.36 feet right of Proposed SH 195 Baseline Station 1289+53.65;

1. THENCE North 17° 59' 37" West along the proposed west right of way line of SH 195 for a distance of 554.32 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1284+00.00;
2. THENCE North 20° 49' 22" West continuing with the proposed right of way line of SH 195 for a distance of 317.25 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 20.00 feet right of Proposed SH 195 Baseline Station 1280+82.75;

EXHIBIT \_\_\_\_\_

3. THENCE North 23° 17' 11" West continuing with the proposed right of way line of SH 195 for a distance of 392.84 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 150.00 feet right of Proposed SH 195 Baseline Station 1277+00.00;
4. THENCE North 14° 51' 30" West continuing with the proposed right of way line of SH 195 for a distance of 438.51 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 150.00 feet right of Proposed SH 195 Baseline Station 1272+72.58;
5. THENCE North 11° 53' 06" West continuing with the proposed right of way line of SH 195 for a distance of 342.62 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 145.00 feet right of Proposed SH 195 Baseline Station 1269+30.00;
6. THENCE North 18° 25' 55" West continuing with the proposed right of way line of SH 195 for a distance of 100.50 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 155.00 feet right of Proposed SH 195 Baseline Station 1268+30.00;
7. THENCE North 12° 43' 16" West continuing with the proposed right of way line of SH 195 for a distance of 85.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 155.00 feet right of Proposed SH 195 Baseline Station 1267+45.00;
8. THENCE North 04° 11' 26" West continuing with the proposed right of way line of SH 195 for a distance of 101.12 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1266+45.00;
9. THENCE North 12° 43' 16" West continuing with the proposed right of way line of SH 195 for a distance of 745.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1259+00.00;
10. THENCE North 07° 34' 46" West continuing with the proposed right of way line of SH 195 for a distance of 223.16 feet to a TxDOT Type II concrete monument set in the south line of a 67.26 acre tract conveyed by the Veterans Land Board of the State of Texas to Andy G. Wolf by deed recorded June 18, 1996 as Document No. 9631384, of the Official Records of Williamson County, Texas, said 67.26 acre tract was originally part of said 109 acre tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1256+77.73;

EXHIBIT \_\_\_\_\_

11. THENCE North  $82^{\circ} 00' 06''$  East along the south line of the said 67.26 acre tract for a distance of 173.13 feet to a point in the existing west right of way line of SH 195 for the southeast corner of said 67.26 acre tract;
12. THENCE South  $13^{\circ} 02' 52''$  East along the existing west right of way line of SH 195 for a distance of 413.62 feet to an angle point for corner;
13. THENCE South  $12^{\circ} 35' 02''$  East along the existing west right of way line of SH 195 for a distance of 2825.60 feet to the beginning of a curve to the left;
14. THENCE in a southeasterly direction continuing with the existing west right of way line of SH 195 and with said curve turning to the left for an arc distance of 29.44 feet, said curve has a radius of 995.37 feet, with a delta angle of  $1^{\circ} 41' 41''$ , a chord bearing of South  $13^{\circ} 25' 52''$  East, and a chord distance of 29.44 feet to a point for the southeast corner of the said 109 acre tract and for the most easterly northeast corner of the aforementioned 274.494 acre tract;

EXHIBIT \_\_\_\_\_

15, THENCE South  $67^{\circ}53'46''$  West with the common line of the 109-acre tract and the 274.494-acre tract for a distance of 14.66 feet to the POINT OF BEGINNING, said described tract containing 502,926 square feet or 11.546 acres, 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 AP9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the FDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 19A.

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

Surveyed by:  
RCHS 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 February 2007.

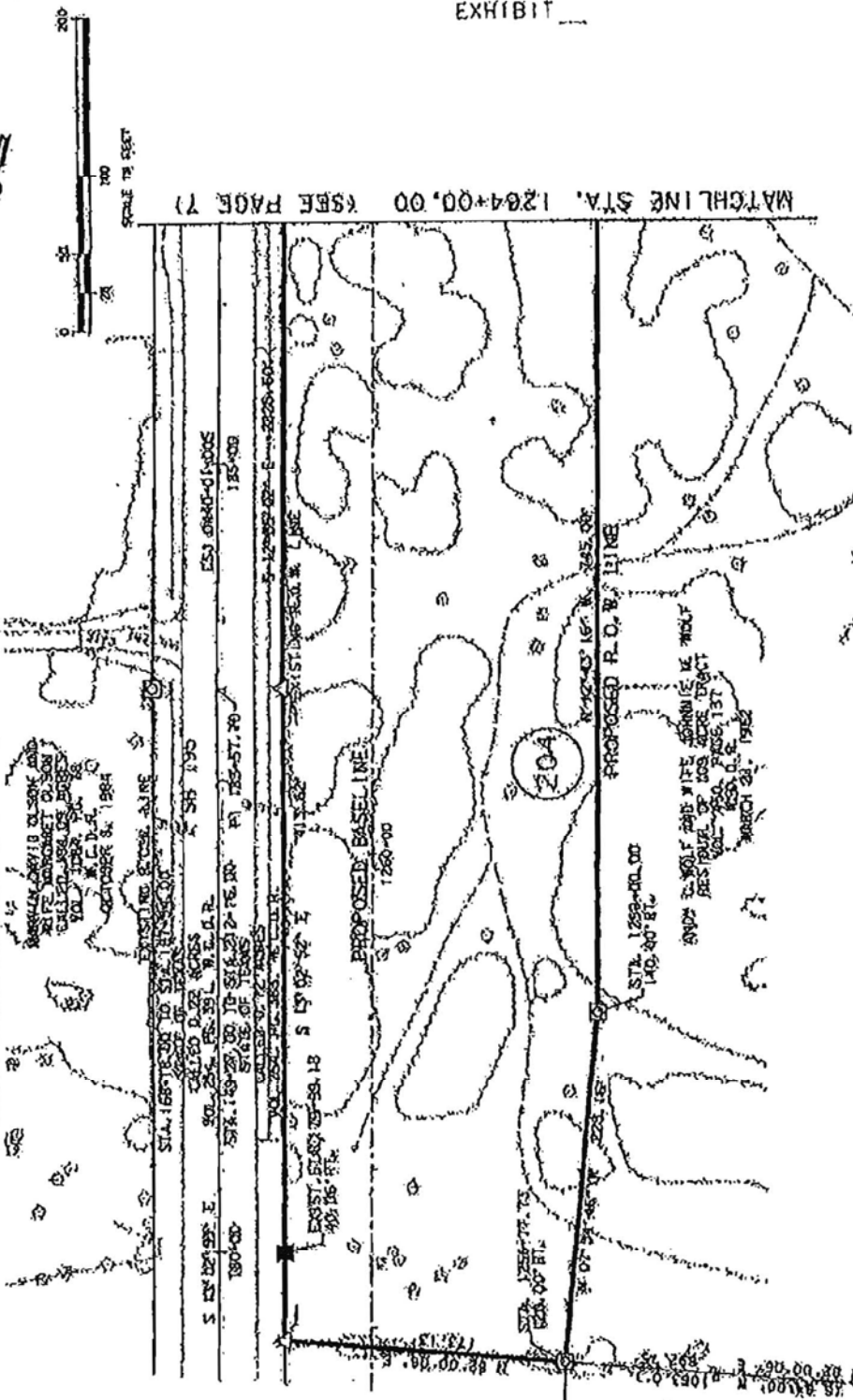
Scott Morris, Registered Professional Land Surveyor No. 5076  
Data as of Feb 2007







WILLIAM HENRICH SURVEY A-283



EXHIBIT

MATCHLINE STA. 1264+00.00 (SEE PAGE 7)

EIGHT OF SIX PLAT  
SERVING PROPERTY OF  
ANDY S. WOLF AND WIFE  
JENNIFER M. WOLF  
PARCEL 204

PAGE 6 OF 10

RCN LSA NO. 0440-01-036

STATE HIGHWAY (95) LINDSON COUNTY, TEXAS

BOOS SURVEYING INC.

5810 LEE ROAD SPRING, TX 79379

28201 379-2588

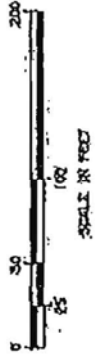
SCALE: 1"=100'

MAY 2007

ANDY S. WOLF  
JENNIFER M. WOLF  
NO. 9631 1/2  
R.O.D.  
JUNE 14, 1995

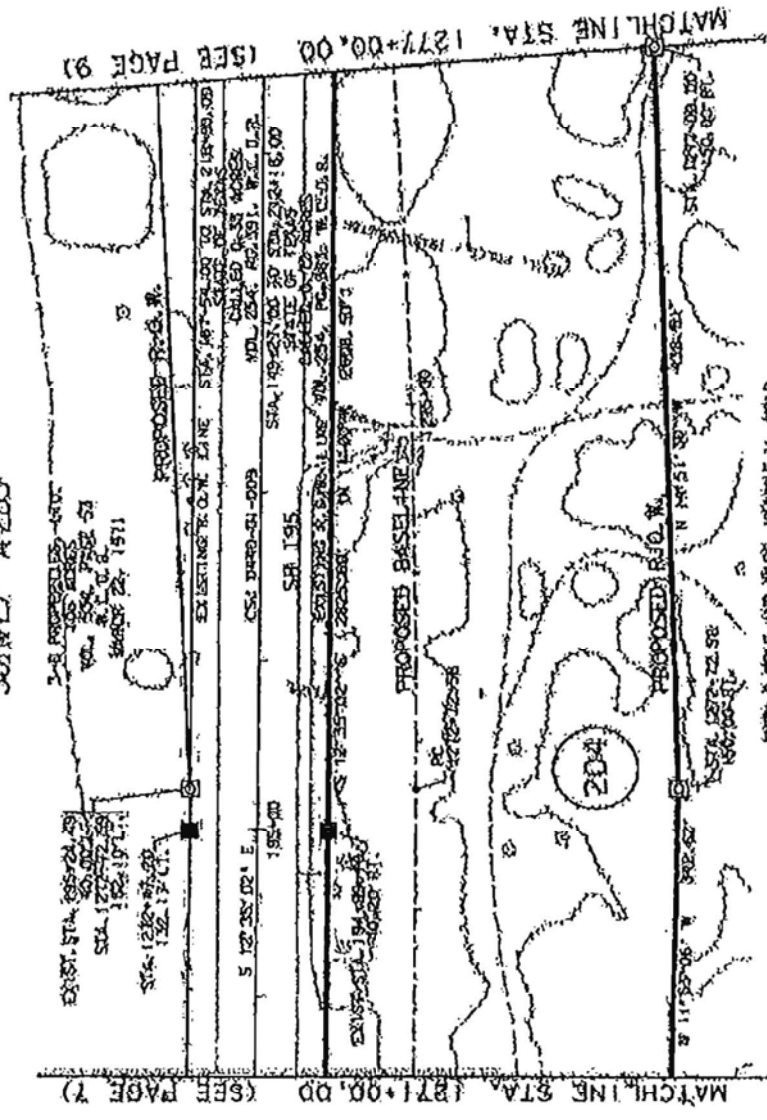


W 02 05 42 13011 4002/615 13110 W 02 05 42 13011 4002/615 13110 W 02 05 42 13011 4002/615 13110 W 02 05 42 13011 4002/615 13110



EXHIBIT

WILLIAM HEMPHILL  
SURVEY A-283



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
JOHN G. WOLF AND WIFE,  
JENNIFER M. WOLF  
PARCEL 204  
PAGE 8 OF 10

FOR BSA 190, 0490-DI-036

STATE HIGHWAY 190 WILLIAMSON COUNTY, TEXAS

ROSS SURVEYING INC.  
6820 LEE ROAD SPRING, TX 77379

(281) 579-6388  
SEALER J. W. COLE MAY 9, 2007

WILLIAM HEMPHILL  
SURVEY A-283

3-4 PARCELS, LTD.  
100 ACRES  
VOL. 1, PAGE 53  
MAR. 22, 1971

PROPOSED R.O.W. LINE

EXT. STATE R.O.W. LINE

SH 195

S 12° 35' 00" E  
120.00-01-002

PROPOSED R.O.W. LINE

STATE R.O.W. LINE

204

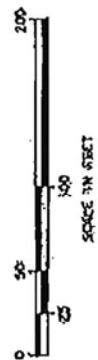
PROPOSED R.O.W. LINE

N 23° 17' 11" W 382.36'

ADJ. G. WOLF AND WIFE JOSEPHINE M. WOLF  
RESIDUAL OF 100 ACRES TRACT  
VOL. 1, PAGE 137  
MAR. 24, 1962

MATCHLINE STA. 1277+00.00 (SEE PAGE 6)

MATCHLINE STA. 1283+00.00 (SEE PAGE 10)



EXHIBIT

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
ADJ. G. WOLF AND WIFE,  
JOSEPHINE M. WOLF  
PARCEL 204

PAGE 9 OF 10

BOOK 151, PAGE 100-01-036

STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

ROADS SURVEYING INC.

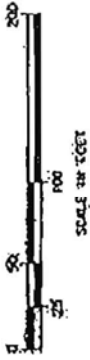
6810 LEE ROAD SPRING, TX 77379

22810 1279-1288

SCALE: 1" = 100' MAY 9, 2007

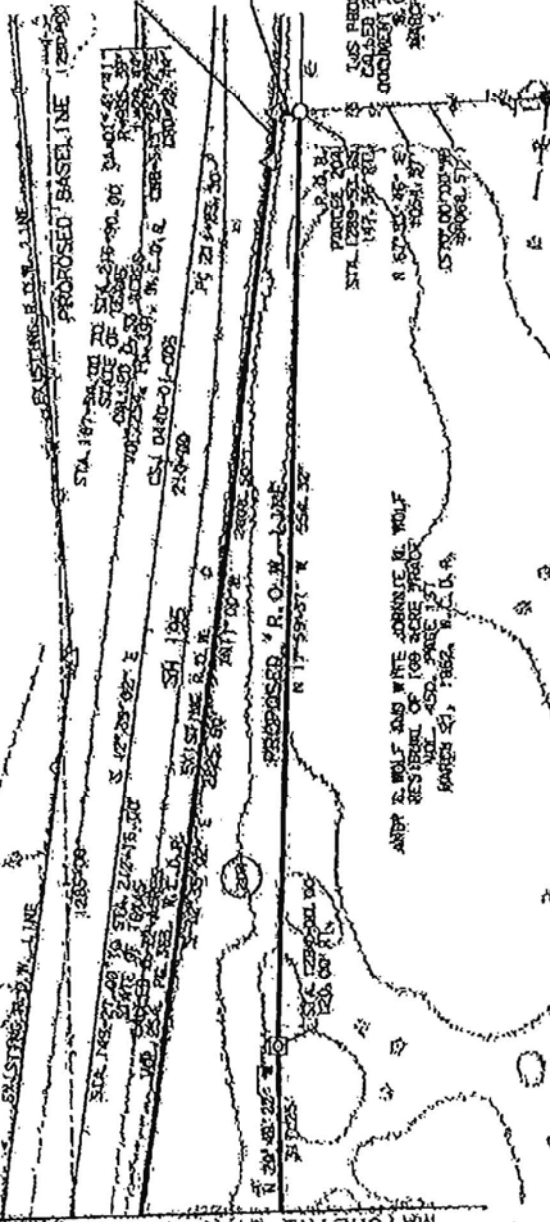
# WILLIAM HEMPHILL SURVEY A-283

D-D PROPERTIES, LTD.  
105 JONES  
RD., N.E. 1/4, SEC. 33  
RANGE 23, T28N



MATCHLINE STA. 1283+00.00 (SEE PAGE 9)

PROPOSED R.O.W. LINE



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
ANDY E. WOLF AND WIFE  
JOHANITA M. WOLF  
PARCEL 204  
PAGE 10 OF 10

BOOK 254 NO. 0440-01-036

STATE HIGHWAY 155 WILLIAMSON COUNTY, TEXAS

BOOK SURVEYING TRS.

6810 LEE ROAD SPRING, TX 77379

2281Y 874-5389

SCALE 1"=100' MAY 9, 2007

201

EXHIBIT B

## PROPERTY DESCRIPTION

DESCRIPTION OF A 1.163 ACRE (50,674 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM HEMPHILL SURVEY ABSTRACT NO. 283, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 109 ACRE TRACT OF LAND (THIRD TRACT) CONVEYED TO ANDY G. WOLF AND WIFE, JOHNIE M. WOLF BY INSTRUMENT RECORDED IN VOL. 460, PG. 137, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.163 ACRE (50,674 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with TXDOT aluminum cap found, being the proposed westerly right-of-way (R.O.W.) line of State Highway (S.H.) 195 (R.O.W. width varies), being the southerly boundary line of that called 67.26 acre tract of land, conveyed to Andy G. Wolf by instrument recorded in Doc. No. 9631384 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said remainder tract, for the northeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE, departing the common boundary line of said remainder tract and said 67.26 acre tract, with the proposed westerly R.O.W. line of said S.H. 195, and through the interior of said remainder tract, the following ten (10) courses:

- 1) S 07°34'47" E for a distance of 223.16 feet to an iron rod with TXDOT aluminum cap found;
- 2) S 12°43'17" E for a distance of 745.00 feet to an iron rod with TXDOT aluminum cap found;
- 3) S 04°11'27" E for a distance of 101.12 feet to an iron rod with TXDOT aluminum cap found;
- 4) S 12°43'17" E for a distance of 85.00 feet to an iron rod with TXDOT aluminum cap found;
- 5) S 18°25'55" E for a distance of 100.50 feet to an iron rod with TXDOT aluminum cap found;
- 6) S 11°53'06" E for a distance of 342.62 feet to a calculated point;
- 7) S 14°51'30" E for a distance of 438.51 feet to a calculated point;
- 8) S 23°17'11" E for a distance of 392.84 feet to a calculated point;
- 9) S 20°49'22" E for a distance of 317.25 feet to a calculated point;
- 10) S 17°59'37" E for a distance of 554.32 feet to a calculated point, being the northerly boundary line of that 274.494 acre tract of land conveyed to TJS Properties, LLC., by instrument recorded in Doc. No. 2002028887 of the Official Public Records of Williamson County, Texas, same being the southerly boundary line of said remainder tract, for the southeast corner of the herein described tract, and from which an iron rod with TXDOT aluminum cap found bears, S 17°59'37" E for a distance of 376.81 feet;



- 11) THENCE, with the common boundary line of said 274.494 acre tract and said remainder tract, S 67°53'46" W for a distance of 15.04 feet to a calculated point, for the southwest corner of the herein described tract;

THENCE, departing the common boundary line of said 274.494 acre tract and said remainder tract, and through the interior of said remainder tract, the following thirty (30) courses:

- 12) N 17°59'37" W for a distance of 555.03 feet to a calculated point;
- 13) N 20°49'22" W for a distance of 316.56 feet to a calculated point;
- 14) N 23°17'11" W for a distance of 391.06 feet to a calculated point;
- 15) S 70°55'35" W for a distance of 38.09 feet to a calculated point;
- 16) N 19°04'25" W for a distance of 5.00 feet to a calculated point;
- 17) N 70°55'35" E for a distance of 38.08 feet to a calculated point;
- 18) N 14°51'30" W for a distance of 435.13 feet to a calculated point;
- 19) S 76°37'48" W for a distance of 38.02 feet to a calculated point;
- 20) N 13°22'12" W for a distance of 5.00 feet to a calculated point;
- 21) N 76°37'48" E for a distance of 38.02 feet to a calculated point;
- 22) N 11°53'06" W for a distance of 339.57 feet to a calculated point;
- 23) N 18°25'55" W for a distance of 97.92 feet to a calculated point;
- 24) S 74°26'44" W for a distance of 37.66 feet to a calculated point;
- 25) N 15°33'16" W for a distance of 5.00 feet to a calculated point;
- 26) N 74°26'44" E for a distance of 37.66 feet to a calculated point;
- 27) N 12°43'17" W for a distance of 82.05 feet to a calculated point;
- 28) S 81°34'47" W for a distance of 38.06 feet to a calculated point;
- 29) N 08°25'13" W for a distance of 5.00 feet to a calculated point;
- 30) N 81°34'47" E for a distance of 38.09 feet to a calculated point;
- 31) N 04°11'27" W for a distance of 98.38 feet to a calculated point;
- 32) N 12°43'17" W for a distance of 237.07 feet to a calculated point;
- 33) S 77°16'40" W for a distance of 37.92 feet to a calculated point;



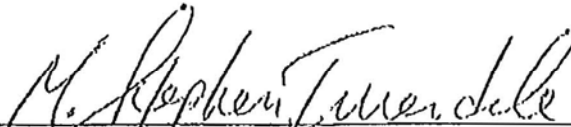
- 34) N 12°43'20" W for a distance of 5.00 feet to a calculated point;
- 35) N 77°16'40" E for a distance of 37.92 feet to a calculated point;
- 36) N 12°43'17" W for a distance of 500.14 feet to a calculated point;
- 37) S 79°55'24" W for a distance of 38.07 feet to a calculated point;
- 38) N 10°04'36" W for a distance of 5.00 feet to a calculated point;
- 39) N 79°55'24" E for a distance of 38.08 feet to a calculated point;
- 40) N 07°34'47" W for a distance of 220.51 feet to a calculated point;
- 41) N 12°43'17" W for a distance of 0.57 feet to a calculated point, being the common boundary line of said remainder tract and said 67.26 acre tract, for the northwest corner of the herein described tract;
- 42) THENCE, with the common boundary line of said remainder tract and said 67.26 acre tract, N 82°00'06" E for a distance of 15.05 feet to the POINT OF BEGINNING, containing 1.163 acres (50,674 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify 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 under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200

  
Date



# EXHIBIT

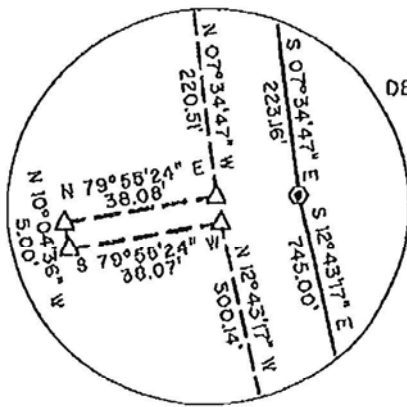
## PLAT TO ACCOMPANY DESCRIPTION

ANDY G. WOLF  
CALLED 67.28 ACRES  
DOCUMENT NO. 9631384  
O.R.W.C.T.

50 0 50 100  
SCALE 1" = 100'

EASEMENT  
1.163 ACRES  
50,674 SQ. FT.

WILLIAM HEMPHILL SURVEY  
ABSTRACT NO. 283

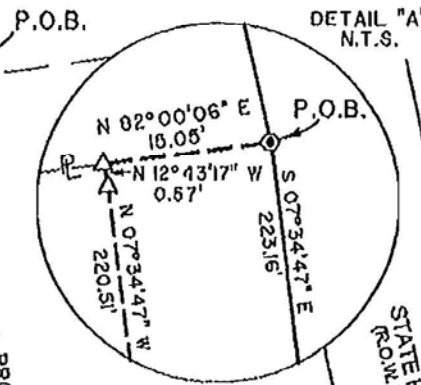


DETAIL "B"  
N.T.S.

ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
REMAINDER OF 109 ACRES  
(THIRD TRACT)  
VOL. 450, PG. 137  
D.R.W.C.T.

SEE  
DETAIL "B"

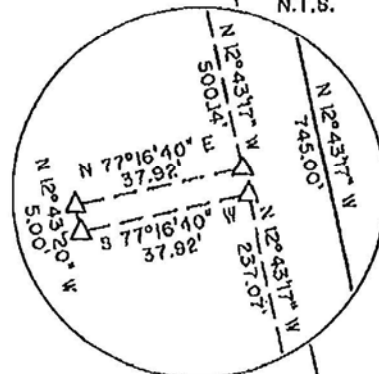
SEE  
DETAIL "C"



DETAIL "A"  
N.T.S.

PROPOSED  
STATE HIGHWAY 195  
(R.O.W. WIDTH VARIES)

DETAIL "C"  
N.T.S.



MATCH LINE  
SEE PAGE 4

### LEGEND

- ⊙ IRON ROD FOUND WITH TXDOT ALUMINUM CAP
- △ CALCULATED POINT
- ⊠ TXDOT TYPE II MONUMENT FOUND
- BREAK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

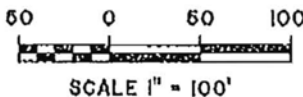


**INLAND  
GEODETICS**

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251





ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
1.163 ACRES  
50,674 SQUARE FEET

**EXHIBIT**



**EASEMENT**  
**1.163 ACRES**  
**50,674 SQ. FT.**

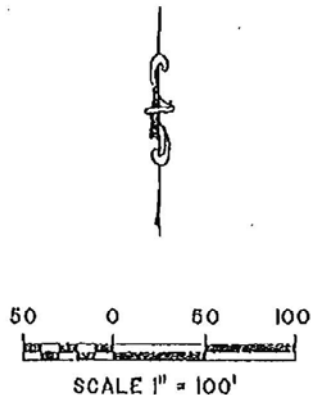
ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
REMAINDER OF 109 ACRES  
(THIRD TRACT)  
VOL. 450, PG. 137  
D.R.W.C.T.

LEGEND	
	IRON ROD FOUND WITH TXDOT ALUMINUM CAP
	CALCULATED POINT
	TXDOT TYPE II MONUMENT FOUND
	BREAK LINE
O.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
1.163 ACRES  
50,674 SQUARE FEET

## EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



WILLIAMSON COUNTY, TEXAS  
ABSTRACT NO. 083

ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
REMAINDER OF 109 ACRES  
(THIRD TRACT)  
VOL. 450, PG. 137  
D.R.W.C.T.

## NOTES:

- 1) 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 OF 1.00012
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 31 AUG 2011  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78601



TJS  
PROPERTIES,  
LLC  
4.494 ACRES  
DOCUMENT NO.  
002020007  
O.P.R.W.C.T.

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78081  
PH. (512) 238-1200, FAX (512) 238-1251

ANDY G. WOLF AND  
WIFE, JOHNNIE M. WOLF  
1.163 ACRES  
50,674 SQUARE FEET

LEGEND	
⊙	IRON ROD FOUND WITH TXDOT ALUMINUM CAP
△	CALCULATED POINT
⊠	TXDOT TYPE II MONUMENT FOUND
—	BREAK LINE
—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

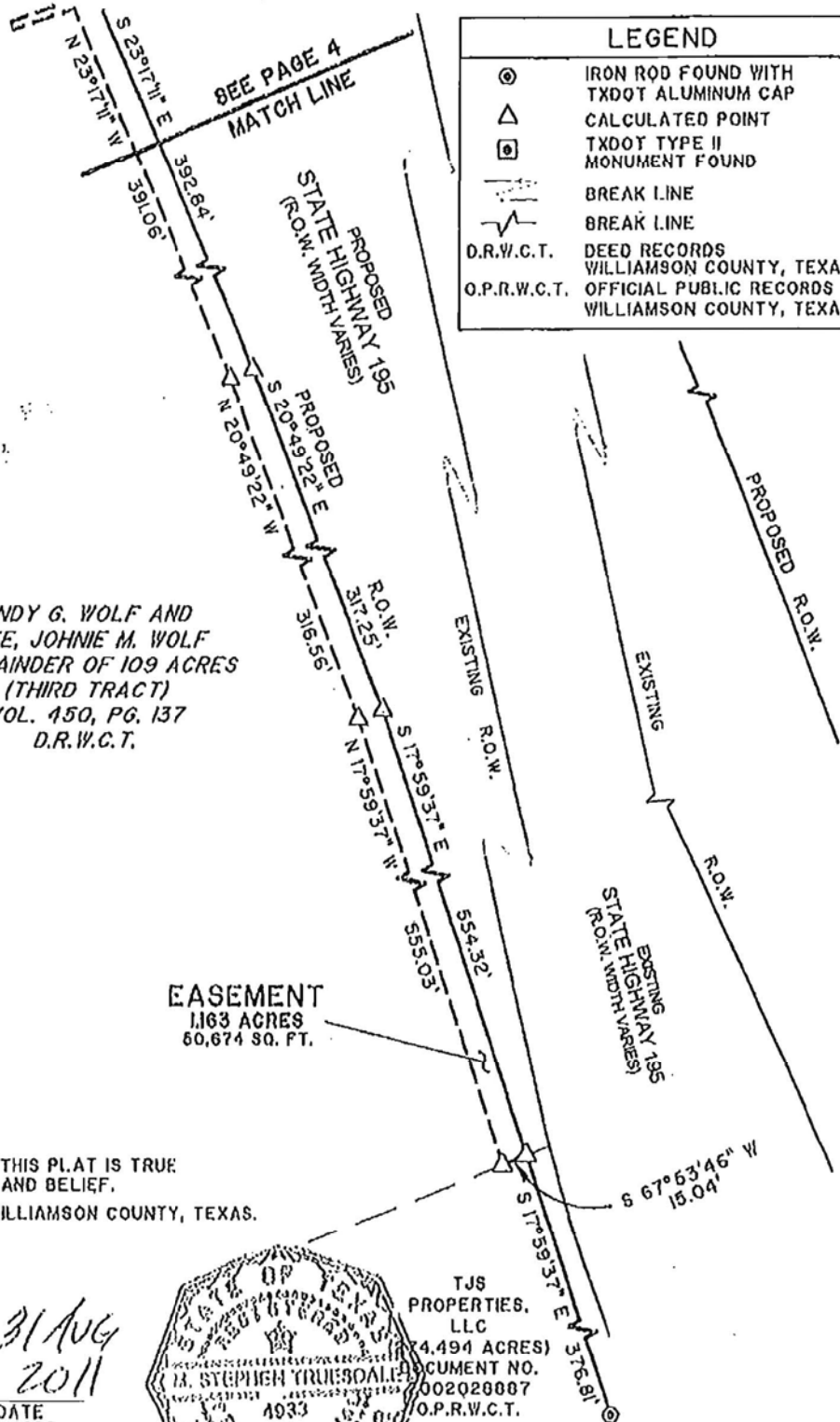
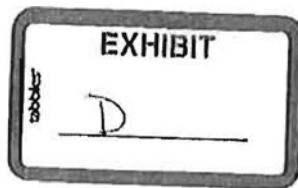


Exhibit C

SH195--Parcel 204  
 Andy G. Wolf and Johnnie M. Wolf

Improvement Type	Type Construction	Retention Value
Fence	Barbed Wire	\$1.00
Gate	Metal	\$1.00
Total		<u>\$2</u>

Parcel 201  
CSJ: 0440-01-036



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

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

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

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

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, ANDY G. WOLF and JOHNNIE M. WOLF, hereinafter referred to as Grantors, 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 11.546 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 204).

**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.



Grantor reserves all of the oil, gas and sulphur, in and under the land herein conveyed but waives 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 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 \_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

\_\_\_\_\_  
Andy G. Wolf

\_\_\_\_\_  
Jolunie M. Wolf

**ACKNOWLEDGMENT**

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

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by Andy G. Wolf, in the capacity and for the purposes and consideration recited herein.

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

**ACKNOWLEDGMENT**

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

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by Johnnie M. Wolf, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

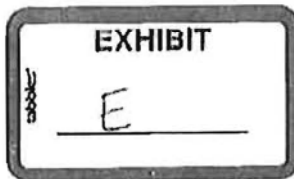
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**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:**





ELECTRIC UTILITY EASEMENT  
PEC—SH195

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT ANDY G. WOLF and JOHNNIE M. WOLF, Grantors, 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, Texas, to-wit:

Electric easement interest in and across all of that certain 1.163 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 204E--PEC)

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate 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 right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; 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 \_\_\_\_\_, 2011.

**GRANTOR:**

\_\_\_\_\_  
Andy G. Wolf

\_\_\_\_\_  
Johnnie M. Wolf

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

After recording return to: