

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BETTY J. SNOW a/k/a BETTY JEAN SNOW, (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 2.440 acre tract of land, more or less, situated in the John Hamilton Survey, Abstract No. 282, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 214); and

Temporary Construction Easement interest in and across of that certain 1.287 acre, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 214TE)

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, for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of ONE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars (\$115,000.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 days after the Closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before October 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 indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver a duly executed and acknowledged Temporary Construction Easement conveying such interest in 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 temporary construction 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 favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and 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.

[signature page follows]

SELLER:

Ronnie A. Snow
Betty J. Snow a/k/a
Betty Jean Snow
Date: 9/21/2011

Address: 12609 Dessau Rd #126
Austin, TX 78754

PURCHASER:

COUNTY OF WILLIAMSON

By: [Signature]
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 CSJ: 0440-01-036

Legal Description Parcel 214

BEING a 2.440 acre (106,288 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 2.440 acre tract of land is out of and a part of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of the Official Records of Williamson County, Texas, said 2.440 acre tract is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 10.13 acre tract and for the southeast corner of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 23' 17" East a distance of 0.77 feet from said point, said point is located 1031.90 feet left of Proposed SH 195 Baseline station 1333+53.87;

THENCE South 53° 23' 17" West along the common line of the 10.13 acre tract and the 5.01 acre tract for a distance of 942.46 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1336+10.31;

1. THENCE South 20° 49' 22" East along the proposed east right of way line of SH 195 for a distance of 89.69 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1337+00;
2. THENCE South 20° 08' 27" East continuing with the proposed east right of way line of SH 195 for a distance of 262.14 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the south line of the said 10.13 acre tract and in the north line of a 4.98 acre tract conveyed by Gus A. Steenken and Edwin G. Snider to Lynn A. Parrish and wife, Elsie M. Parrish, by deed recorded March 3, 1977 in

EXHIBIT A

Volume 661, Page 529, of the Deed Records of Williamson County, Texas, said rod is located 121.88 feet left of Proposed SH 195 Baseline Station 1339+62.12;

3. THENCE South $53^{\circ} 23' 55''$ West along the common line of the 10.13 acre tract and the 4.98 acre tract for a distance of 311.84 feet to a point calculated for the southwest corner of the said 10.13 acre tract, said point being set in the east boundary of a 238.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of said Official Public Records, a found 1/2" iron rod bears North $53^{\circ} 23' 55''$ East a distance of 0.98 feet from said point, said point is located 178.21 feet right of Proposed SH 195 Baseline Station 1340+46.92;
4. THENCE North $21^{\circ} 06' 00''$ West along the proposed west right of way line of SH 195 for a distance of 350.40 feet to a TxDOT Type II concrete monument set for the northwest corner of the 10.13 acre tract and for the southwest corner of the said 5.01 acre tract, said monument is located 179.90 feet right of Proposed SH 195 Baseline Station 1336+96.52;

EXHIBIT A

5. THENCE North $53^{\circ} 23' 17''$ East along the common line of the 5.01 acre tract and the 10.13 acre tract for a distance of 316.86 feet to the POINT OF BEGINNING, said described tract containing 106,288 square feet or 2.440 acres 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

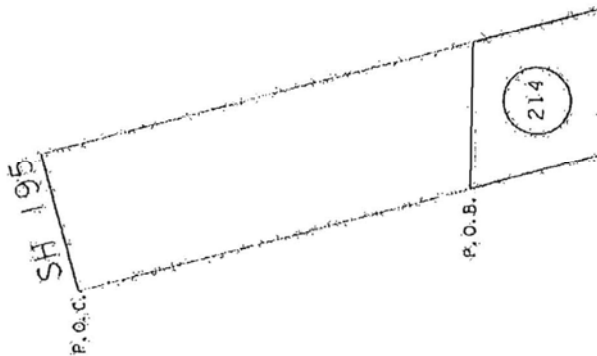
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 5-9-2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE 10)
- FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
- CONCRETE MONUMENT SET (TXDOT TYPE 12)
- 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. PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS/DETRAIL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- 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.D.P.R. WILLIAMSON COUNTY DEED PLAT RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY PLAT RECORDS
- Q.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET
N.T.S.

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 AB28371, 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	
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT	RIGHT
214	10.13	447,263	2.44	106,283	7.690	334,975
					ACRES	SQ. FT.

EXHIBIT A



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT 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 5-9-2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



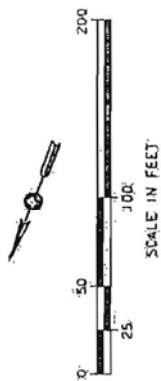
TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LEE W. SNOW AND
WIFE, BETTY J. SNOW
PARCEL 214

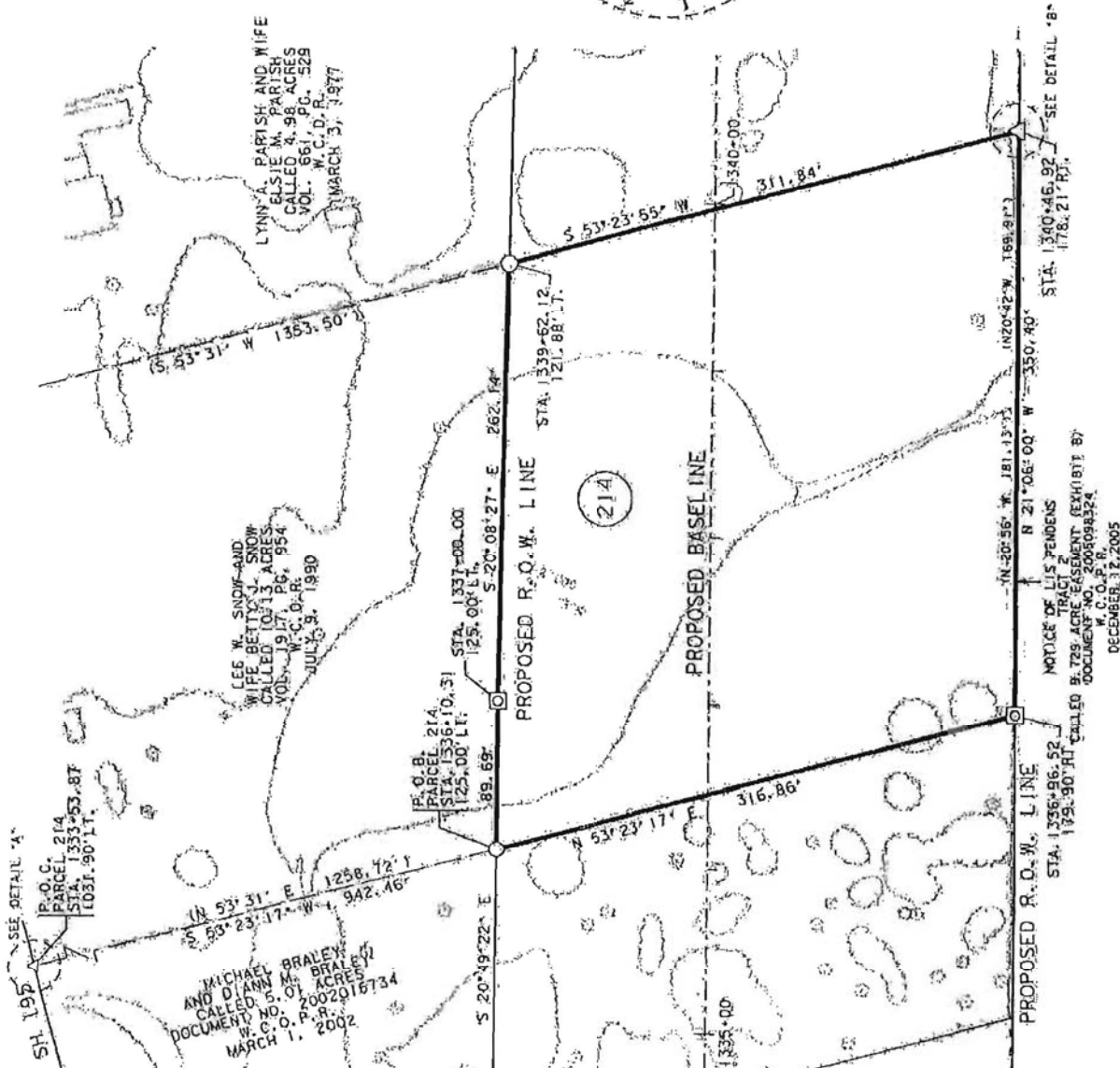
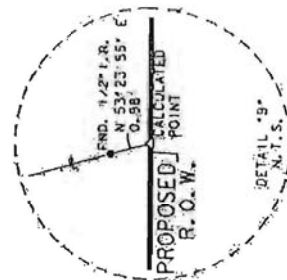
PAGE 4 OF 5

ROW CSJ NO. 0440-01-036
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
ROOS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
TEL: 379-6388
SCALE: 1" = 100'
MAY 9, 2007

SEE DETAIL "A"



EXHIBIT



RIGHT OF WAY PLAT

SHOWING PROPERTY OF

LEE: W. SNOW AND
WIFE, BETTY J. SNOW

PARCEL 214

PAGE 5 OF 5

ROW CSJ NO. 0440-01-036

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS.

RODS SURVEYING INC.

6810 LEE ROAD SPRING TX 77379

(281) 379-6388

SCALE: 1"=100' MAY 9, 2007

D & M DAVIS LAND & CATTLE, L.P.
235.28 ACRES (TRACT 6)
DOC. 2002043809
W.E. G.P.R.
FEBRUARY 20, 2002

EXHIBIT B

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

Legal Description Parcel 214TE

BEING a 1.287 acre (56,080 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 1.287 acre tract is out of and a part of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of the Official Records of Williamson County, Texas, said 1.287 acre tract is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 10.13 acre tract and for the southeast corner of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 23' 17" East a distance of 0.77 feet from said point, said point is located 1031.90 feet left of Proposed SH 195 Baseline station 1333+53.87;

THENCE South 53° 23' 17" West along the common line of the 10.13 acre tract and the 5.01 acre tract for a distance of 785.93 feet to a calculated point for the POINT OF BEGINNING of the herein described tract, said point is located 275.62 feet left of Proposed SH 195 Baseline Station 1336+10.31;

1. THENCE South 36° 31' 28" East along the east line of the herein described tract for a distance of 127.02 feet to a calculated point for corner, said point is located 310.00 feet left of Proposed SH 195 Baseline Station 1336+90.00;
2. THENCE South 05° 45' 40" East continuing with the proposed east line of the herein described tract for a distance of 245.42 feet to a calculated point in the south line of the said 10.13 acre tract, said point is located 246.23 feet left of Proposed SH 195 Baseline Station 1339+26.99;
3. THENCE South 53° 23' 55" West along the south line of the 10.13 acre tract for a distance of 129.21 feet to a 5/8" iron rod with a Texas Department of

Transportation (TxDOT) aluminum cap set in said line, said rod is located 121.88 feet left of Proposed SH 195 Baseline Station 1339+62.12;

4. THENCE North $20^{\circ} 08' 27''$ West along the proposed east right of way line of SH 195 for a distance of 262.14 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1337+00.00;
5. THENCE North $20^{\circ} 49' 22''$ West continuing with the proposed east right of way line of SH 195 for a distance of 89.69 feet to a $5/8''$ iron rod with a TxDOT aluminum cap set in the north line of said 10.13 acre tract, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1336+10.31;
6. THENCE North $53^{\circ} 23' 17''$ East along the common line of the aforementioned 5.01 acre tract and the said 10.13 acre tract a distance of 156.53 feet; to the POINT OF BEGINNING, said described tract containing 56,080 square feet or 1.287 acres 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 February 2007.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 5-9-2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
- CONCRETE MONUMENT SET (TXDOT TYPE 21)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP (ROADS SURVEYING INC.)
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
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- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL RECORDS
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY PLAT RECORDS
- ON SITE SEWERAGE FACILITY SETBACK

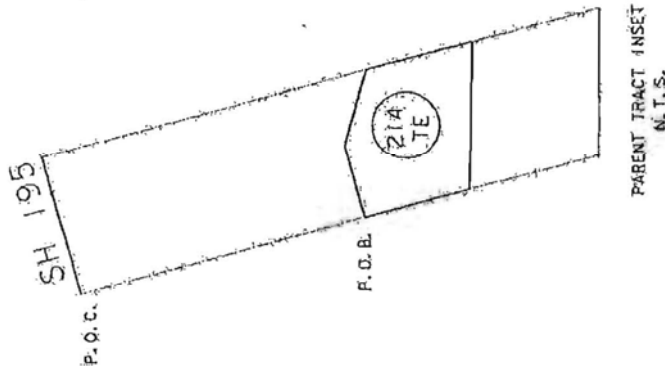


EXHIBIT B

I, JIM SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT 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

Jim Scott Morris 5.9.2007
SCOTT MORRIS, R.P.L.S., # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LEE W. SNOW AND
WIFE, BETTY J. SNOW
PARCEL 214 TE

PAGE 3 OF 4

ROW CSJ NO. 0440-01-036
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
ROADS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388
SCALE: 1" = 100' MAY 18, 2007

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 127 A, IPID AB2837J, AUSTIN RRP (IPID AB2837J) AND, GEORGETOWN (IPID BUID933). 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.

JOHN HAMILTON SURVEY A-282

SEE DETAIL "A"

LEE W. SNOW AND
WIFE BETTY J. SNOW
CALLED 10.13 ACRES
VOL. 191, P. 953
W.C.D.R.
JULY 9, 1990

P.O.C. 214TE
PARCEL 214TE
STA. 1333+53.87
11031.80' L.T.

TP O.B.
PARCEL 214TE
STA. 1335+67.72
276.62' L.T.

MICHAEL BRALEY
AND DIANNE M. BRALEY
CALLED 5.01 ACRES
DOCUMENT NO. 2002016734
W.C.D.R.
MARCH 1, 2002

LYNN A. PARISH AND WIFE
ELSIE M. PARISH
CALLED 4.98 ACRES
VOL. 661, PG. 529
W.C.D.R.
MARCH 3, 1977

(214)
TE

(214)

NOTICE OF LIS PENDENS
TRACT 2
CALLED 9.123 ACRE EASEMENT (EXHIBIT B)
DOCUMENT NO. 2005093324
FEBRUARY 15, 2005
DECEMBER 12, 2005

D & M DAVIS LAND & CATTLE, L.P.
238.28 ACRES TRACT 61
DOC. NO. 2002013809
FEBRUARY 20, 2002

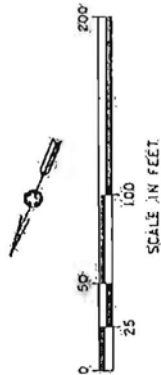
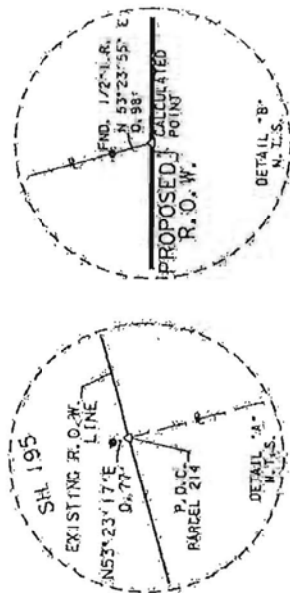


EXHIBIT B



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LEE W. SNOW AND
WIFE BETTY J. SNOW
PARCEL 214TE

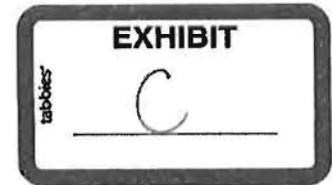
PAGE 4 OF 4

ROW CSJ NO. 0440-01-036
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING, INC.
6810 LEE ROAD
SPRING, TX 77379
(281) 379-6388

SCALE: 1"=100' MAY 9, 2007

Parcel 214
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, BETTY J. SNOW a/k/a BETTY JEAN SNOW, 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 2.440 acre tract of land, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 214).

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 sulphur, 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 ____ day of _____, 2011.

GRANTOR:

Betty J. Snow a/k/a
Betty Jean Snow

ACKNOWLEDGMENT

STATE OF _____

§

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 herein.

Notary Public, State of Texas

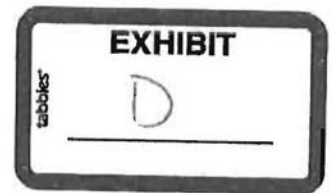
PREPARED IN THE OFFICE OF:

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:



**TEMPORARY CONSTRUCTION EASEMENT
SH 195 Improvement Project**

KNOW ALL MEN BY THESE PRESENTS:

That BETTY J. SNOW, a/k/a BETTY JEAN SNOW, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to THE STATE OF TEXAS, acting by and through the Texas Transportation Commission, its agents, contractors, successors and assigns (referred to as "State"), a temporary construction easement for the purpose of earthen or material placement, grading, shaping or other reconfiguration or modification as necessary to fill the stock pond bisected by the State's right of way acquisition and return it as closely as possible to the existing elevation, slope and grade of the immediately surrounding property of Grantor, and to facilitate proper and adequate lateral support and slope of the adjacent roadway facilities and adjacent remaining property of owner, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The placement of any material or other grading on the Property shall be subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on Exhibit "B" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", if the State has removed or damaged improvements, planted landscaping or other improvements or vegetation within said easement area or otherwise on any other property owned by Grantor which is otherwise outside the scope and purposes granted by this easement, the State shall at its expense and within sixty (60) days of completion of the work, restore the Property injured by the State's activities to substantially the same condition as existed previous to State's entry upon the Property, taking into account the purposes for the use of the easement area, and any other disturbed, filled or graded areas will be revegetated with native plant materials.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of four (4) years after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, whichever occurs first. Grantee shall erect temporary fencing around the boundary of the Easement prior to any activities on the Property in order to keep any livestock on the remaining property of Grantor. Such fencing shall be removed by Grantee at the completion of the project or upon other termination of the easement as described herein.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ day of _____, 2011.

GRANTOR:

Betty J. Snow, a/k/a
Betty Jean Snow

Acknowledgment

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011, by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public Signature

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: