

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

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DOROTHY G. WILLIAMS a/k/a DOROTHY WILLIAMS TAYLOR, (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 tract of land containing a total of 5.422 acres, 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 207); and

All of that certain tract of land containing a total of 3.068 acres, 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 207R)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A-B", 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 fee simple interest in and to the Property described in Exhibit "A", 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 THIRTY SEVEN THOUSAND FIVE HUNDRED NINETEEN and 00/100 Dollars (\$137,519.00).

2.01.1 The Purchase Price for the fee simple interest in and to the Property described in Exhibit "B", and the acquisition of any improvements thereon, shall be the sum of TWENTY EIGHT THOUSAND THREE HUNDRED FIFTY EIGHT and 00/100 Dollars (\$28,358.00).

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 described in Exhibit "A" herein shall be the sum of \$137,517.00. Any retained improvements must be removed from the Property within 45 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 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 described in Exhibit "A" 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 June 15, 2012, 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 to Williamson County, 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 "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 to the State of Texas shall be in the form as shown in Exhibit "D" attached hereto. The deed to Williamson County, Texas 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 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 or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

Dorothy G. Williams  
Dorothy G. Williams a/k/a  
Dorothy Williams Taylor

Address: 3802 Green Trails,  
Austin, Texas 787

Date: May 15, 2012

**PURCHASER:**

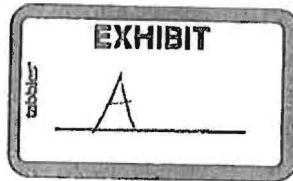
COUNTY OF WILLIAMSON

By:

[Signature]  
Dan A. Gattis, County Judge  
Date: 05-25-2012

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626





May 9, 2007  
Page 1 of 8

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 207

BEING a 5.422 acre (236,174 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 5.422 acre tract of land is out of and a part of a called 200 acre tract of land conveyed by T. D. Gray to Ila Gray Galloway by deed recorded October 3, 1968 in Volume 511, Page 232, of the Deed Records of Williamson County, Texas, said 5.422 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a point calculated for the northeast corner of the said 200 acre tract and for the southeast corner of a 97 acre tract of land conveyed as the Third Tract in a deed from J. Foy Gardner, et al, to 3-D Properties, LTD. by deed recorded March 22, 1971 in Volume 534, Page 53, of said Deed Records, said calculated point is located 4911.27 feet left of Proposed State Highway 195 (SH 195) Baseline station 1294+27.89;

THENCE South  $69^{\circ} 10' 30''$  West along the north line of the said 200 acre tract for a distance of 4866.66 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 monument is located 322.93 feet left of Proposed SH 195 Baseline station 1294+28.05;

1. THENCE along the proposed east right of way line of SH 195 and with a curve turning to the right for an arc distance of 341.93 feet, said curve has a radius of 370.00 feet, a delta angle of  $52^{\circ} 56' 56''$ , a chord bearing of South  $47^{\circ} 17' 51''$  East, and a chord distance of 329.89 feet to a TxDOT Type II concrete monument set for the ending point of said curve, said monument is located 470.00 feet left of Proposed SH 195 Baseline station 1297+23.35,
2. THENCE South  $19^{\circ} 12' 06''$  East continuing with the proposed right of way line of SH 195 for a distance of 176.72 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 465.00 feet left of Proposed SH 195 Baseline Station 1299+00.00;

EXHIBIT A

3. THENCE South  $20^{\circ} 49' 22''$  East along the proposed east right of way line of SH 195 for a distance of 671.17 feet to a TxDOT Type II concrete monument set for the beginning of a curve to the left, said monument is located 465.00 feet left of Proposed SH 195 Baseline Station 1305+71.17;
4. THENCE in a southeasterly direction continuing with the proposed east right of way line of SH 195 and said curve turning to the left for an arc distance of 664.11 feet, said curve has a radius of 2799.79 feet, a delta angle of  $13^{\circ} 35' 26''$ , a chord bearing of South  $27^{\circ} 37' 05''$  East, and a chord distance of 662.55 feet, to a TxDOT Type II concrete monument set in the southeast line of the said 200 acre tract for the ending point of said curve, said monument is located 543.39 feet left of Proposed SH 195 Baseline Station 1312+29.07;
5. THENCE South  $62^{\circ} 25' 45''$  West along the proposed east right of way line of SH 195 and the southeast line of the 200 acre tract for a distance of 27.35 feet to a TxDOT Type II concrete monument set at the intersection of the proposed east right of way line of SH 195 and the existing east right of way line of SH 195 for, said monument is located 516.24 feet left of Proposed SH 195 Baseline Station 1312+32.28;
6. THENCE North  $36^{\circ} 35' 02''$  West along the existing east right of way line of SH 195 for a distance of 667.24 feet to a TxDOT Type II concrete monument set at the intersection of the existing east right of way line of SH 195 and the proposed right of way line of SH 195, said monument is located 335.00 feet left of Proposed SH 195 Baseline Station 1305+90.13;
7. THENCE North  $20^{\circ} 49' 22''$  West along the proposed right of way line of SH 195 for a distance of 690.13 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 335.00 feet left of Proposed SH 195 Baseline Station 1299+00.00;
8. THENCE North  $22^{\circ} 26' 39''$  West continuing with the proposed right of way line of SH 195 for a distance of 176.72 feet to a TxDOT Type II concrete monument set for the beginning of a curve to the left, said monument is located 330.00 feet left of Proposed SH 195 Baseline Station 1297+23.35;
9. THENCE in a northwesterly direction along the proposed right of way line of SH 195 with said curve turning to the left for an arc distance of 268.81 feet, said curve has a radius of 230.00 feet, a delta angle of  $66^{\circ} 57' 51''$ , a chord bearing of North  $54^{\circ} 18' 19''$  West, and a chord distance of 253.77 feet, to a TxDOT Type II concrete monument set for the ending point of said curve, said monument is located 190.00 feet left of Proposed SH 195 Baseline station 1295+11.69;



EXHIBIT A

10. THENCE South  $39^{\circ} 39' 32''$  West continuing with the proposed right of way line of SH 195 for a distance of 57.46 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet left of Proposed SH 195 Baseline Station 1295+40.00;
11. THENCE South  $20^{\circ} 49' 22''$  East continuing with the proposed right of way line of SH 195 for a distance of 160.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 left of Proposed SH 195 Baseline Station 1297+00.00;
12. THENCE South  $16^{\circ} 32' 01''$  East continuing with the proposed right of way line of SH 195 for a distance of 157.84 feet to a TxDOT Type II concrete monument set at the intersection of said proposed right of way line of SH 195 and the existing east right of way line of SH 195, said monument is located 128.20 feet left of Proposed SH 195 Baseline Station 1298+57.40;
13. THENCE North  $36^{\circ} 35' 02''$  West along the existing east right of way line of SH 195 for a distance of 267.18 feet to a calculated angle point;
14. THENCE North  $24^{\circ} 28' 48''$  West continuing with the existing east right of way line of SH 195 for a distance of 172.54 feet to a calculated point for the northwest corner of the said 200 acre tract;

EXHIBIT A

15. THENCE North 69° 10' 30" East along the north line of the said 200 acre tract for a distance of 278.32 feet to the POINT OF BEGINNING, said described tract containing 236,174 square feet or 5.422 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 AB9337) 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.

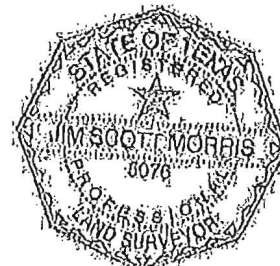
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SR 195.

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

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

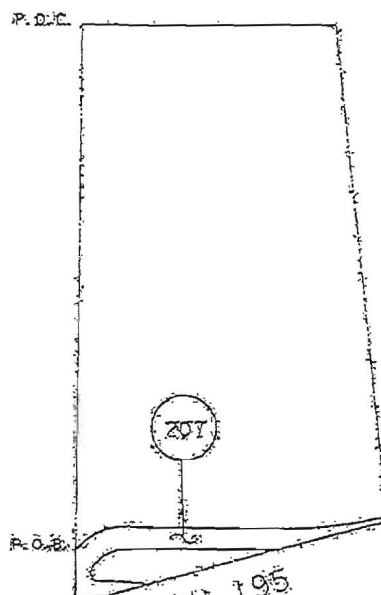
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

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



# LEGEND

- FOUND CONCRETE MONUMENT EXODOT TYPE 11
- FOUND CONCRETE MONUMENT EXODOT TYPE 111
- CONCRETE MONUMENT SET EXODOT TYPE 111
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH EXODOT
- ALUMINUM CAP UNLESS NOTED
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH
- TEECOM CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS EASEMENT LINE
- EXISTING E.O.W. LINE
- PROPOSED EASEMENT LINE
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.E. POINT OF EMBARKMENT
- P.T. POINT OF TANGENCY
- CHB CURVED BEARING
- CRD CURVED DISTANCE
- B.L. EQUILIBRIUM SETBACK LINE (SEE PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.L.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.L.C.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.L.S.P.R. WILLIAMSON COUNTY PLAT RECORDS
- C.S.S.P.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET  
N.T.S.

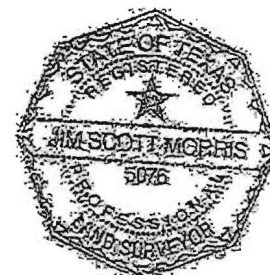
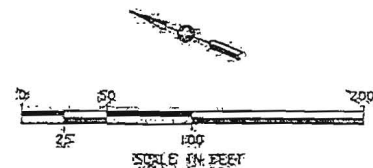


EXHIBIT A

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*  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

## 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, 1995 ADJUSTMENT. MONUMENTS T27 A (PID #B2837), AUSTIN RRP SP4D AF95341 AND GEORGETOWN (PID BHI0937). 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 1.000020.

| PARCEL NO. | RECORD AREA |           | ACQUIRED AREA |         | APPROXIMATE REMAINDER |           |       |         |
|------------|-------------|-----------|---------------|---------|-----------------------|-----------|-------|---------|
|            |             |           |               |         | LEFT                  |           | RIGHT |         |
|            | ACRES       | SQ. FT.   | ACRES         | SQ. FT. | ACRES                 | SQ. FT.   | ACRES | SQ. FT. |
| 207        | 200         | 8,712,000 | 2.422         | 236,174 | 194.578               | 8,475,826 |       |         |

TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

## RIGHT OF WAY PLAT

SHOWING PROPERTY OF

11A GRAY GALLOWAY

PARCEL 207

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ROW EST. NO. 0940-01-036

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

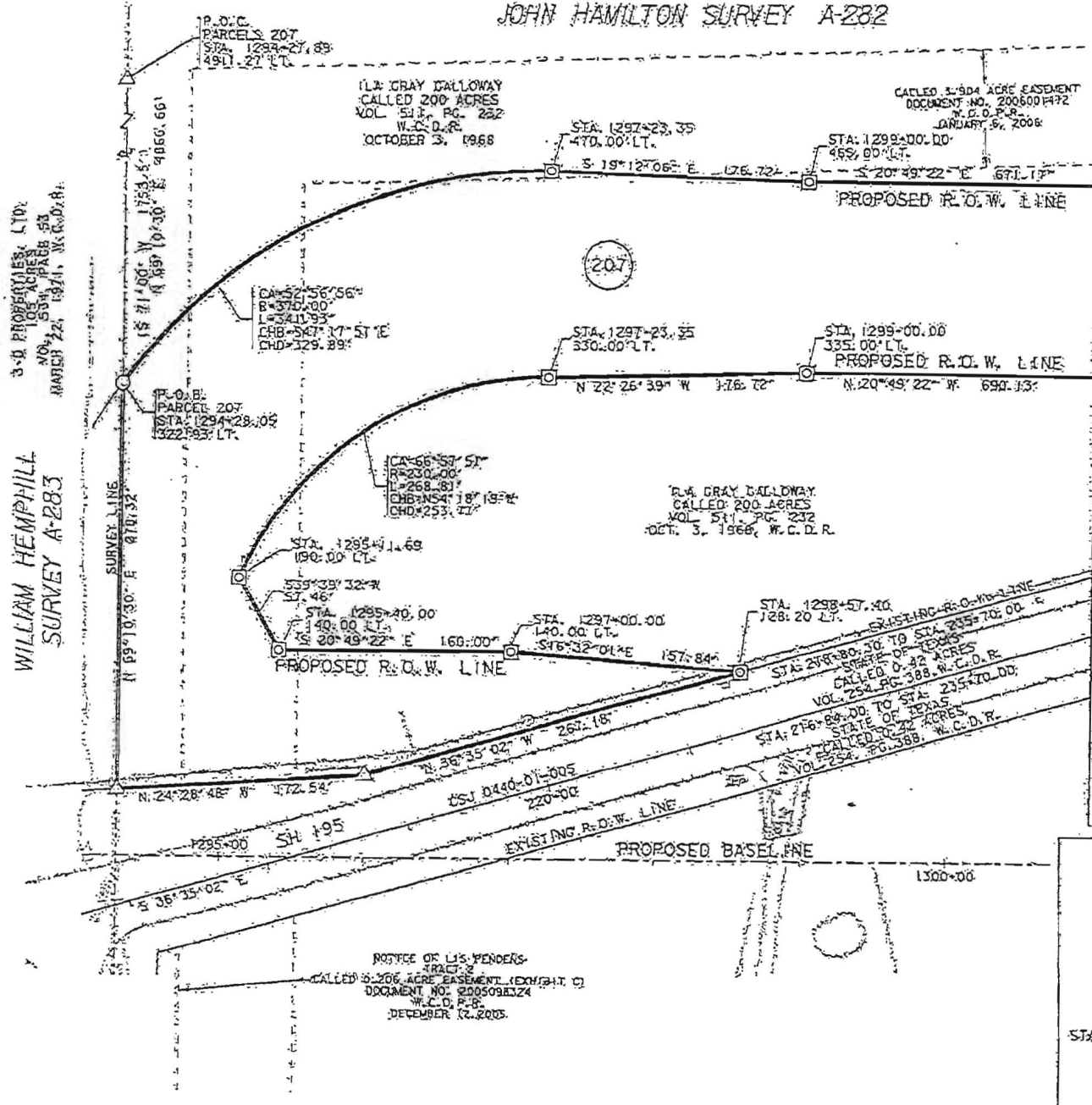
2816 LEE ROAD SPRING, TX 77379

TEL: 339-6388

SCALE: 1"=100' MAY 8, 2007



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
ILA GRAY GALLOWAY  
PARCEL 207  
PAGE 6 OF 8  
ROW CSD NO. 0440-01-036  
STATE HIGHWAY 195 MCDONALD COUNTY, TEXAS  
RODS SURVEYING INC.  
6600 LEE ROAD SPRING, TX 77379  
12812 379-6388  
SCALE: 1"=100' MAY 9, 2007





# JOHN HAMILTON SURVEY A-282

11A GRAY GALLOWAY  
CALLED 200 ACRES  
VOL. 511, PG. 232  
W.C.D.R.  
OCTOBER 3, 1958

LEE ROY KNAUTH  
RESIDUAL OF  
107.1 ACRE TRACT  
VOL. 1780, PG. 239  
W.C.D.R.  
MAY 17, 1989

CALLED 3.903 ACRE EASEMENT  
DOCUMENT NO. 2006001402  
W.C.D.R.  
JANUARY 5, 2006

CA-J 3-35-28  
B42799-794  
C-664-112  
CHB-527-31-05  
CHD-662-55

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

STA. 218+00.00 TO STA. 235+70.00  
STATE OF TEXAS  
CALLED 0.42 ACRES  
VOL. 254, PG. 388 W.C.D.R.  
235+00

S62°25'45"W  
27.33'

STA. 235+70.00  
S16°24'41"E  
816.24'-1.1'

S36°35'02"E

DSJ 0440-01-035  
STA. 218+00.00 TO STA. 235+70.00  
STATE OF TEXAS  
CALLED 0.42 ACRES  
VOL. 254, PG. 388 W.C.D.R.  
EXISTING R.O.W. LINE

D & M DAVIS LAND & CATTLE, L.P.  
14.57 ACRES (TRACT 1)  
DOC. 2002013809  
FEB. 20, 2002 W.C.D.P.R.

LEE ROY KNAUTH  
RESIDUAL OF  
107.1 ACRE TRACT  
VOL. 1780, PG. 239  
W.C.D.R.  
MAY 17, 1989

PROPOSED R.O.W. LINE

NOTICE OF L.S. PENDS.  
TRACT 1  
CALLED 0.002 ACRE EASEMENT REVENUE EX  
DOCUMENT NO. 200509324  
W.C.D.R.  
DECEMBER 12, 2005

PROPOSED BASELINE

1370+00

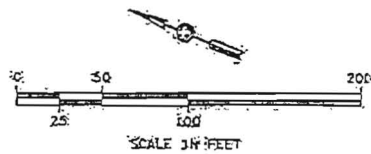


EXHIBIT A

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
11A GRAY GALLOWAY  
PARCEL 207

PAGE 2 OF 8

FROM DSJ NO. 0440-01-035  
STATE HIGHWAY 195 WILKINSON COUNTY, TEXAS

BOOS, SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MAY 9, 2007

MATCHLINE STA. 1307+00.00 (SEE PAGE 7)



STATE OF TEXAS  
COUNTY OF WILLIAMSON



3.068 ACRES SITUATED IN  
JOHN HAMILTON SURVEY  
ABSTRACT 282  
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 3.068 ACRES (133,658 SQUARE FEET) TRACT SITUATED IN THE JOHN HAMILTON SURVEY, ABSTRACT 282, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 200 ACRES TRACT AS DESCRIBED IN A DEED TO DOROTHY WILLIAMS TAYLOR AND RECORDED IN VOLUME 511, PAGE 232 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation (TxDOT) Type II Concrete Monument with Brass Disk found at the intersection of the proposed right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way with the existing northeast right-of-way line of SH195, said Type II Concrete Monument being 128.20 feet left of proposed centerline station 1298+57.40 according to TxDOT CSJ Map No.0440-01-036;

**THENCE** leaving said existing northeast right-of-way line of SH195, with said proposed right-of-way line of SH195, crossing said 200 acres tract, the following six (6) courses and distances:

1. N16°32'01"W a distance of 157.84 feet to a TxDOT Type II Concrete Monument with Brass Disk found for an angle point, being 140.00 feet left of centerline station 1297+00.00,
2. N20°49'22"W a distance of 160.00 feet to a TxDOT Type II Concrete Monument with Brass Disk found for an angle point, being 140.00 feet left of centerline station 1295+40.00,
3. N39°39'32"E a distance of 57.46 feet to a TxDOT Type II Concrete Monument with Brass Disk found for a non-tangent point of curvature to the right, being 190.00 feet left of centerline station 1295+11.69,
4. with the arc of said curve to the right a distance of 268.81 feet, said curve having a radius of 230.00 feet, a central angle of 66°57'51", and a chord bearing S54°18'19"E a distance of 253.77 feet to a TxDOT Type II Concrete Monument with Brass Disk found for a point of tangency, said Type II Concrete Monument being 330.00 feet left of centerline station 1297+23.35,
5. S22°26'39"E a distance of 176.72 feet to a TxDOT Type II Concrete Monument with Brass Disk found for an angle point, being 335.00 feet left of centerline station 1299+00.00, and
6. S20°49'22"E a distance of 690.13 feet to a TxDOT Type II Concrete Monument with Brass Disk found at the intersection of said proposed right-of-way line of SH195 with said existing northeast right-of-way line of SH195, being 335.00 feet left of centerline station 1305+90.13;

**THENCE** leaving said proposed right-of-way line of SH195, with said existing northeast right-of-way line of SH195, N36°35'02"W a distance of 761.36 feet to said **POINT OF BEGINNING** and containing 3.068 acres.

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.000120.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



Dan H. Clark, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6011  
Halff Associates, Inc.,  
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

5/8/2012  
Date



WILLIAM HEMPHILL  
SURVEY, A-283

JOHN HAMILTON  
SURVEY, A-282

GRAPHIC SCALE  
1"=120'



STA. 1295+40.00  
140.00 LT.

STA. 1295+11.69  
190.00 LT.

60' L.C.R.A. TRANSMISSION LINE  
EASEMENT  
DOC. NO. 2005090324  
O.P.R.W.C.T.

STA. 1297+23.35 PT  
330.00 LT.

STA. 1297+00.00  
140.00 LT.

DOROTHY WILLIAMS TAYLOR  
(200 ACRES)  
VOL. 511, PG. 232  
O.R.W.C.T.

133,658 SQ. FT.  
3.068 AC.  
WEST REMAINDER OF  
200 ACRES TRACT

STA. 1299+00.00  
335.00 LT.

STA. 1298+57.40  
128.20 LT.

STATE HIGHWAY 195  
PROPOSED R.O.W. LINE  
N36°32'01"W 151.84'  
CSJ 04-10-02-012

D & M DAVIS LAND & CATTLE, L.P.  
TRACT 6  
(238.28 ACRES)  
DOC. NO. 2002013809  
O.P.R.W.C.T.

PROPOSED R.O.W. LINE  
S22°26'39"E 176.12'

S20°49'22"E 690.13'

STATE HIGHWAY 195  
PROPOSED R.O.W. LINE  
N36°35'02"W 761.36'  
CSJ 04-10-02-012

LEGEND:

- FOUND TxDOT BRASS MONUMENT
- O.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N39°39'32"E | 57.46    |

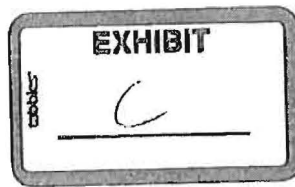
| CV. NO. | DELTA     | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|---------|-----------|---------|------------|--------------|---------------|
| C1      | 66°57'51" | 230.00' | 268.01'    | 253.77'      | S54°18'19"E   |



**HALFF**  
4030 WEST BRAKERS LANE, SUITE 400  
AUSTIN, TEXAS 78759-5139  
TEL (512) 252-8181  
FAX (512) 252-8141

**DOROTHY WILLIAMS TAYLOR**  
BOUNDARY SURVEY  
WEST REMAINDER OF 200 ACRES TAYLOR TRACT

Project No.: 20815  
Issued: 5/8/2012  
Accompanying file Name:  
SV-1D-207R-20815.doc

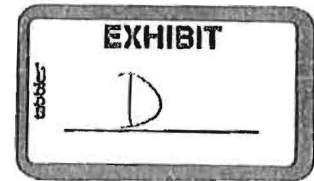


SH195--Parcel 207  
Dorothy Williams Taylor

| Improvement Type | Type Construction | Retention Value |
|------------------|-------------------|-----------------|
| Fence            | Barbed Wire       | \$1.00          |
| Gates (2)        | Metal             | \$1.00          |
| Total            |                   | <u>\$2</u>      |



Parcel 207  
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, DOROTHY G. WILLIAMS a/k/a DOROTHY WILLIAMS TAYLOR, 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 tract of land containing a total of 5.422 acres, 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 207).

**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 \_\_\_\_\_, 2012.

**GRANTOR:**

\_\_\_\_\_  
Dorothy G. Williams a/k/a  
Dorothy Williams Taylor



**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Dorothy G. Williams a/k/a Dorothy Williams Taylor, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

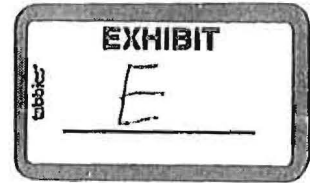
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**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:**

Parcel: 207R



**SPECIAL WARRANTY DEED**

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 is 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 Grantor desires to transfer a portion of its remainder property in connection with the construction, expansion, enlargement, extension, improvement, or operation of the Project;

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

That, DOROTHY G. WILLIAMS a/k/a DOROTHY WILLIAMS TAYLOR, 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 Williamson County, Texas, all of that certain tract or parcel 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 tract of land containing a total of 3.068 acres, 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 207R).

**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.

**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 Williamson County, 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 Williamson County, 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.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

\_\_\_\_\_  
Dorothy G. Williams a/k/a  
Dorothy Williams Taylor

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Dorothy G. Williams a/k/a Dorothy Williams Taylor, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

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

**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:**