

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GLENN A. MONTGOMERY AND SANDRA K. MONTGOMERY, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

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

All of that certain 0.262 acre tract of land, more or less, situated in the Mark Manlove Survey, Abstract No. 416, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 202); and

Temporary Construction Easement interest in and across of that certain 0.335 acres, more or less, situated in the Mark Manlove 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 202TE); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### Purchase Price

2.01. The purchase price for the Property described in Exhibit "A", the temporary easement interest in the portion of the Property described in Exhibit "B", 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 FIFTEEN THOUSAND THREE HUNDRED SEVENTY EIGHT and 00/100 Dollars (\$15,378.00).

### 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 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 a duly executed and acknowledged Temporary Construction Easement conveying such interest in the Property described in Exhibit "B", 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 Grantec'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.

*[signature page follows]*

**SELLER:**

Glenn A. Montgomery  
Glenn A. Montgomery

Date: 5-16-12

Address: 201 Co. Rd 240  
FLORENCE, TX 76527

Sandra K. Montgomery  
Sandra K. Montgomery

Date: 5/16/2012

Address: 201 C.R. 240  
Florence, TX 76527

**PURCHASER:**

COUNTY OF WILLIAMSON

By: [Signature]  
Dan A. Gattis, County Judge  
Date: 05-24-12

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 202

BEING a 0.262 (11,420 square feet) acre tract of land located in the Mark Manlove Survey, Abstract No. 416, of Williamson County, Texas, said 0.262 acre tract of land is out of and a part of a 37.174 acre tract conveyed by William John Lefner to Glenn A. Montgomery and wife, Sandra K. Montgomery, by deed recorded August 18, 1977 in Volume 679, Page 602, of the Deed Records of Williamson County, Texas, said 0.262 acre tract of land is further described by metes and bounds as follows:

COMMENCING at 1/2" iron rod found for the northeast corner of the said 37.174 acre tract, said rod is located 2496.13 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1238+57.89;

THENCE South 68° 23' 29" West along the north line of the said 37.174 acre tract for a distance of 2367.38 feet to a point in the existing east right of way line of SH 195 for the west or northwest corner of the said 37.174 acre tract, a found 1/2" iron rod bears South 68° 23' 29" West a distance of 2.13 feet, said point is located 128.76 feet left of Proposed SH 195 Baseline Station 1238+64.76;

THENCE South 21° 25' 41" East along the existing east right of way line of SH 195 for a distance of 263.55 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set for the beginning of a curve to the right, said monument is located 128.70 feet left of Proposed SH 195 Baseline Station 1241+28.17;

THENCE continuing along the existing east right of way line of SH 195 and with said curve turning to the right for a distance of 286.56 feet, said curve has a radius of 5769.65 feet, a delta angle of 2° 50' 45", a chord bearing South 20° 00' 18" East a chord distance of 286.54 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 east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said monument is located 128.84 feet left of Proposed SH 195 Baseline Station 1244+08.44;

1. THENCE South 65° 31' 40" East along the proposed east right of way line of SH 195 for a distance of 108.65 feet to a TxDOT Type II concrete monument set for



EXHIBIT A

an angle point, said monument is located 208.70 feet left of Proposed SH 195 Baseline Station 1244+80.00;

2. THENCE North  $71^{\circ} 17' 59''$  East continuing with the proposed right of way line of SH 195 for a distance of 136.14 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 344.83 feet left of Proposed SH 195 Baseline Station 1244+78.12;
3. THENCE South  $21^{\circ} 23' 51''$  East continuing with the proposed right of way line of SH 195 for a distance of 33.63 feet to a TxDOT Type II concrete monument set at the intersection of said proposed east right of way line of SH 195 and the existing north right of way line of County Road (C. R.) No. 240, said monument is located 346.99 feet left of Proposed SH 195 Baseline Station 1245+09.77;
4. THENCE South  $68^{\circ} 30' 14''$  West along the existing north right of way line of C. R. No. 240 for a distance of 218.69 feet to a point in the existing east right of way line of SH 195 for the beginning of a curve to the left;

EXHIBIT A

- 5, THENCE in a northwesterly direction and with a curve turning to the left for an arc distance of 118.61 feet, said curve has a radius of 5769.65 feet, with a delta angle of  $1^{\circ}10'40''$ , a chord bearing of North  $17^{\circ}59'36''$  West, and a chord distance of 118.61 feet, to the POINT OF BEGINNING, said described tract containing 11,420 square feet or 0.262 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 RRD (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.

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

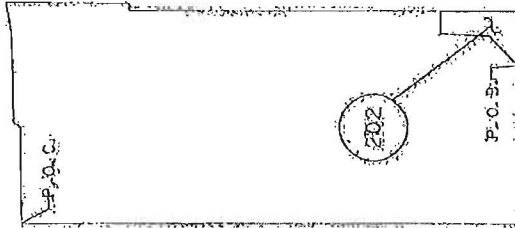
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

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



**LEGEND**

- 1) FOUND CONCRETE MONUMENT (X) (X) (X) TYPE 11
- 2) FOUND CONCRETE MONUMENT (X) (X) (X) TYPE 11
- 3) FOUND CONCRETE MONUMENT (X) (X) (X) TYPE 11
- 4) FOUND 1/2" IRON ROD UNLESS NOTED
- 5) 5/8" IRON ROD SET WITH TWO INCH ALUMINUM CAP UNLESS NOTED
- 6) CALCULATED POINT
- 7) FOUND CORNER (AS DESCRIBED)
- 8) 5/8" IRON ROD SET WITH TWO INCH ALUMINUM CAP SURVEYING INCH
- 9) RECORD INFORMATION
- 10) SURVEY LINE
- 11) PROPOSED DRAINAGE EASEMENT
- 12) ACCESS DRIVE LINE
- 13) EXISTING DRIVE LINE
- 14) PROPOSED R.O.W. LINE
- 15) RIGHT OF WAY
- 16) POINT OF BEGINNING
- 17) POINT OF COMMENCEMENT
- 18) POINT OF CURVATURE
- 19) POINT OF TANGENCY
- 20) CHORD BEARING
- 21) CHORD DISTANCE
- 22) BEARING BETWEEN LINE AND PLATE
- 23) NOT TO SCALE
- 24) PUBLIC UTIL. CITY EASEMENT
- 25) WILLIAMSON COUNTY DEED RECORDS
- 26) WILLIAMSON COUNTY DEED RECORDS
- 27) WILLIAMSON COUNTY DEED RECORDS
- 28) WILLIAMSON COUNTY DEED RECORDS
- 29) WILLIAMSON COUNTY DEED RECORDS
- 30) SITE SEWERAGE FACILITY SYSTEM



PARENT TRACT INSET  
N.T.S.

**NOTES:**

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TYPICAL SURVEYING DISTANCE FILES DATED FEBRUARY, 2001 AND MAY, 2002, UPDATED BY THE SURVEYOR IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM, THE PROJECTION AND DATUM ARE THE TEXAS STATE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS 427 A, (P.D. 482837), ADJUSTED TO 1993 ADJUSTMENT, MONUMENTS 427 A, (P.D. 482837), ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TYPICAL SURFACE ADJUSTMENT FACTOR OF 1.000120.

PARCEL NO.	RECORD AREA		APPROXIMATE REMAINDER	
	ACRES	SQ. FT.	LEFT	RIGHT
202	57.174	3,918,299	0.002	11.020
			ACRES	SQ. FT.
			1,607,879	

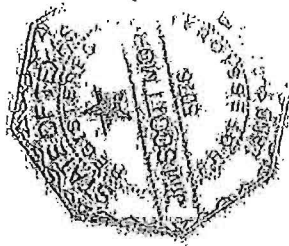
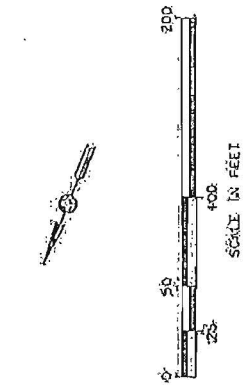


EXHIBIT A

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, R.P.L.S. # 5076 DATE AS OF: 8-2-2007

TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF  
GLEN A. MONTGOMERY AND WIFE  
SANDRA L. MONTGOMERY  
PARCEL 202

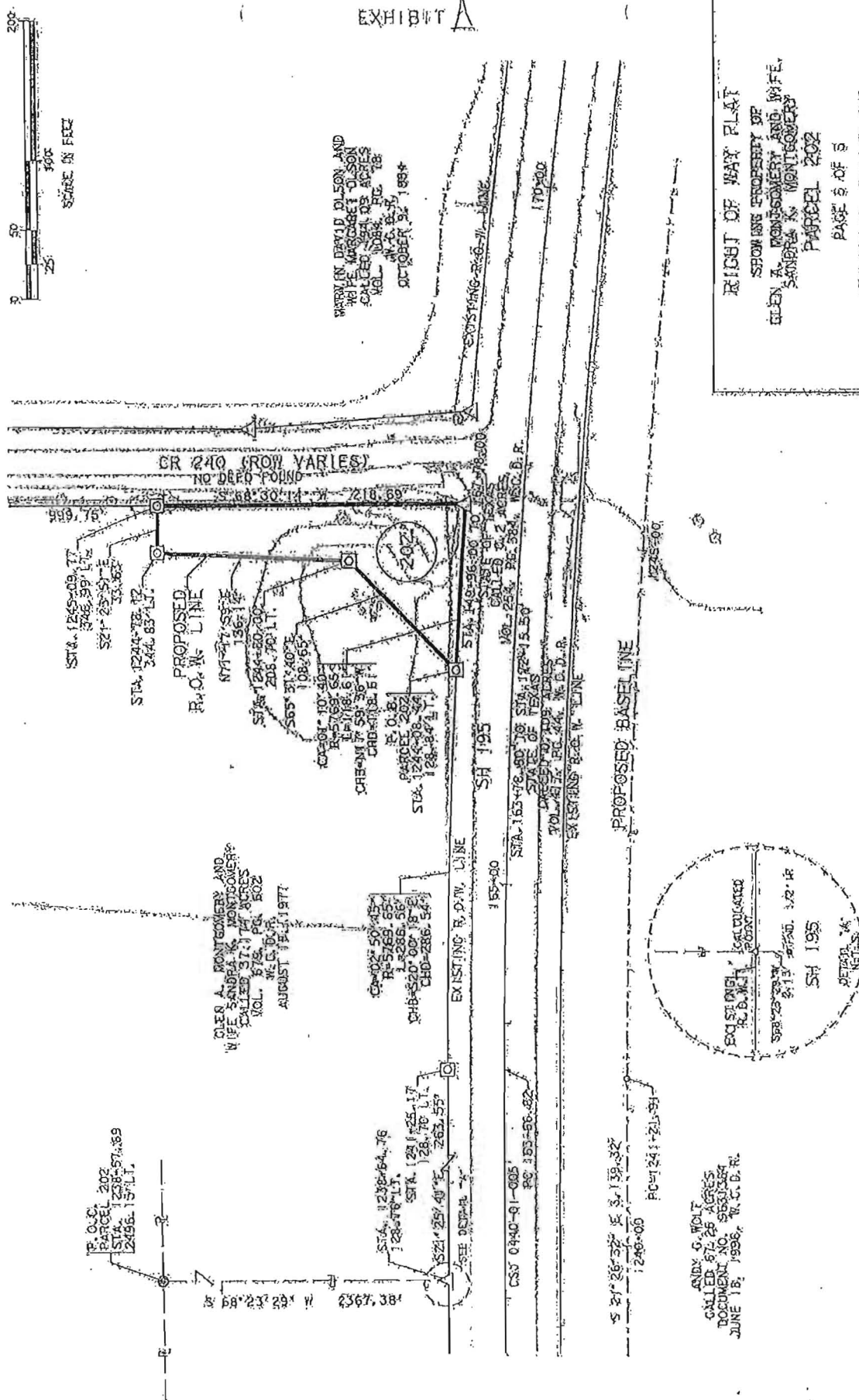
PAGE 4 OF 5

8001 FSA 80, 0440-01-005  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.  
8810 LEE ROAD SPRING, TX 77389  
(281) 379-6388  
Scale: 1"=50' MAY 9, 2007



EXHIBIT A



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
GLEN A. MONTGOMERY AND WIFE  
SANDRA K. MONTGOMERY  
PAGE 202

Page 10

FOY: CSJ NO: 0440-01-2036

STATE HIGHWAY 205  
WILL-GOMSON COUNTY, TEXAS

ROADS: SURVEYING NO. 100  
6800 LEE ROAD SPRING TX 77379  
1289, 579-6388  
SCALES: 1-1000 -- MAY 9, 2007



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 202TE

BEING a 0.335 (14,605 square feet) acre easement located in the Mark Manlove Survey, Abstract No. 416, of Williamson County, Texas, said 0.335 acre easement is out of and a part of a 37.174 acre tract conveyed by William John Lefner to Glenn A. Montgomery and wife, Sandra K. Montgomery, by deed recorded August 18, 1977 in Volume 679, Page 602, of the Deed Records of Williamson County, Texas, said 0.335 acre easement is further described by metes and bounds as follows:

COMMENCING at 1/2" iron rod found for the northeast corner of the said 37.174 acre tract, said rod is located 2496.13 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1238+57.89;

THENCE South 68° 23' 29" West along the north line of the said 37.174 acre tract for a distance of 2367.38 feet to a point in the existing east right of way line of SH 195 for the west or northwest corner of the said 37.174 acre tract, a found 1/2" iron rod bears South 68° 23' 29" West a distance of 2.13 feet, said point is located 128.76 feet left of Proposed SH 195 Baseline Station 1238+64.76;

THENCE South 21° 25' 41" East along the existing east right of way line of SH 195 for a distance of 263.55 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set for the beginning of a curve to the right, said monument is located 128.70 feet left of Proposed SH 195 Baseline Station 1241+28.17;

THENCE continuing along the existing east right of way line of SH 195 and with said curve turning to the right for a distance of 237.10 feet, said curve has a radius of 5769.65 feet, a delta angle of 2° 21' 16", a chord bearing South 20° 15' 03" East a chord distance of 237.09 feet to a calculated point for the POINT OF BEGINNING of the herein described parcel, said point is located 128.84 feet left of Proposed SH 195 Baseline Station 1243+60.06;

1. THENCE North 68° 42' 41" East along the north line of the easement for a

EXHIBIT B

distance of 136.27 feet to a calculated point for corner, said point is located 265.00 feet left of Proposed SH 195 Baseline Station 1243+55.00;

2. THENCE South  $20^{\circ} 40' 29''$  East along the south line of said easement for a distance of 130.03 feet to a point in the proposed east right of way line of SH 195, said point being the southeast corner of the herein described easement, said point is located 269.96 feet left of Proposed SH 195 Baseline Station 1244+79.14;
3. THENCE South  $71^{\circ} 17' 59''$  West along the proposed east right of way line of SH 195 for a distance of 61.26 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 208.70 feet left of Proposed SH 195 Baseline Station 1244+80.00;
4. THENCE North  $65^{\circ} 31' 40''$  West continuing with the proposed east right of way line of SH 195 for a distance of 108.65 feet to a TxDOT Type II concrete monument set at the intersection of said proposed east right of way line and the existing east right of way line of SH 195, said monument is located 128.84 feet left of Proposed SH 195 Baseline Station 1244+08.44;

May 9, 2007

EXHIBIT B

5. THENCE along the existing east right of way line of SH 195 in a northwesterly direction and with a curve turning to the left for an arc distance of 49.46 feet, said curve has a radius of 5769.65 feet, a delta angle of  $0^{\circ} 29' 28''$ , a chord bearing of North  $18^{\circ} 49' 40''$  West, and a chord distance of 49.46 feet, to the POINT OF BEGINNING, said described tract containing 14,605 square feet or 0.335 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 AP9537) 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 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.

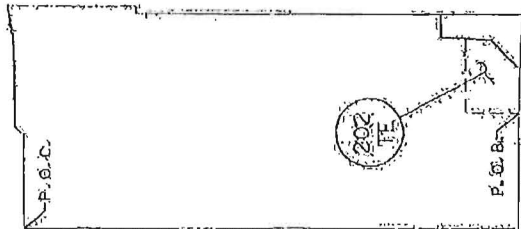
*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076

Dated as of: 3-9-2007



LEGEND:

- FOUND CONCRETE MONUMENT 1500X1 TYPE 12
- ROUND CONCRETE MONUMENT 1500X1 TYPE 113
- CONCRETE MONUMENT SET 1500X1 TYPE 112
- ROUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH IRON
- ALUMINUM CAP UNLESS NOTED
- CALCULATED POINT
- ROUND CORNER WAS DISSENTED
- 5/8" IRON ROD SET IN 1/2"
- YELLOW CAP WOODS SURVEYING INC. 150"
- PROPERTY LINE
- SECTION INFORMATION
- SURVEY LINE
- PROPOSED 10' WIDE EASEMENT
- ACCESS DRIVE LINE
- EXISTING 10' WIDE LINE
- PROPOSED 10' WIDE LINE
- POINT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- BUILDING SETBACK LINE UPPER PLAT
- NOT TO SCALE
- POINT TO WITH EASEMENT
- WILLAMSON COUNTY DEED RECORDS
- WILLAMSON COUNTY DEED RECORDS
- WILLAMSON COUNTY DEED RECORDS
- WILLAMSON COUNTY DEED RECORDS
- ON SITE SURVEY FACILITY SETBACK



SECTION INSET  
N.T.S.

EXHIBIT B



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. # 50716 DATE AS OF



RIGHT OF WAY PLAT

SHOWING PROPERTY OF

ELEN A. MONTGOMERY AND WIFE,  
SANDRA L. MONTGOMERY

PARCEL 202TE

PAGE 2 OF 3

ROW 254 NO. 24-20-01-035

STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

BODS SURVEYING, INC.

9810 LEE ROAD SPRING, TX 77379

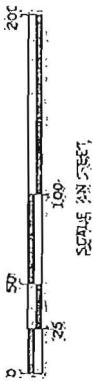
C2811 379-6389

SCALE: 1"=100' MAY 9, 2007

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON 1900 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 COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY 1983 ADJUSTMENT. MONUMENTS 127 A (P10 422837) MUST IN BEP 4740 4740 AND 1280 4740 4740. ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TROOP SURFACE ADJUSTMENT FACTOR OF 1.000126.





PAGE 5 OF 5

FORM 'CSJ NO. Q450-01-036

STATE OF TEXAS  
COUNTY OF TARRANT

2002 5 NOV 2001 14:23  
BOSTON-SEA VIEW  
6:52 L AL 00N 01S 000 37 0:29  
"CNC" 00N 01S 000 37 0:29

Parcel 202  
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, GLENN A. MONTGOMERY AND SANDRA K. MONTGOMERY, 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 0.262 acre, more or less, situated in the Mark Manlove Survey, Abstract No. 416 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 202).

**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:**

\_\_\_\_\_  
Glenn A. Montgomery

\_\_\_\_\_  
Sandra K. Montgomery

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Glenn A. Montgomery and Sandra K. Montgomery, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

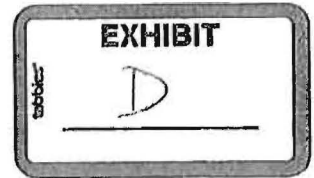
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**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:**





**TEMPORARY CONSTRUCTION EASEMENT**  
**SH 195 Improvement Project**

**KNOW ALL MEN BY THESE PRESENTS:**

That GLENN A. MONTGOMERY AND SANDRA K. MONTGOMERY, 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, removal, grading, shaping or other reconfiguration or modification as necessary to facilitate proper and adequate lateral support, slope, and drainage of the adjacent roadway and culvert 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 generally 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 \_\_\_\_\_, 2012.

GRANTOR:

\_\_\_\_\_  
Glenn A. Montgomery

\_\_\_\_\_  
Sandra K. Montgomery

Acknowledgment

THE STATE OF TEXAS                   §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Glenn A. Montgomery and Sandra K. Montgomery, 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:**

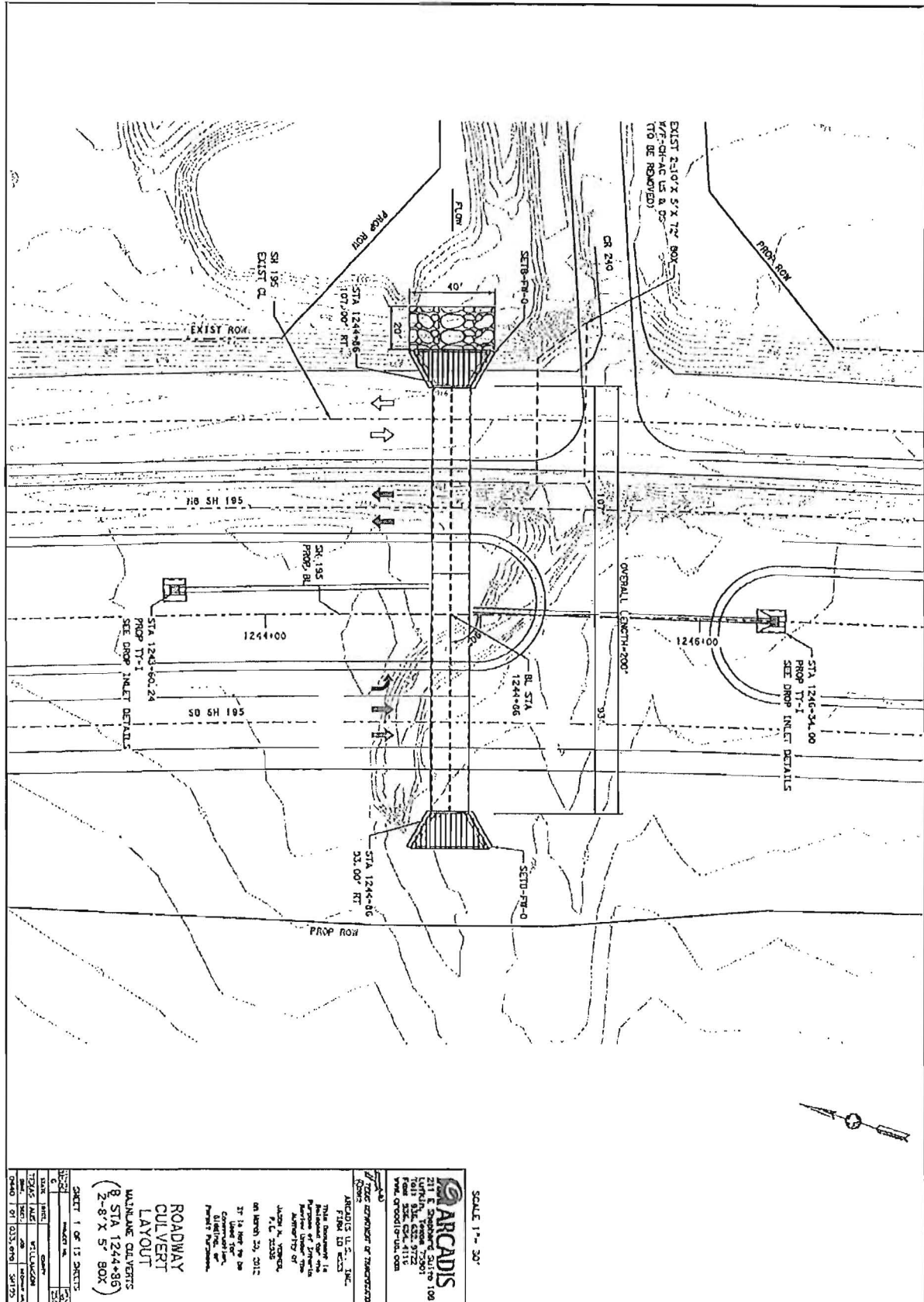
Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**

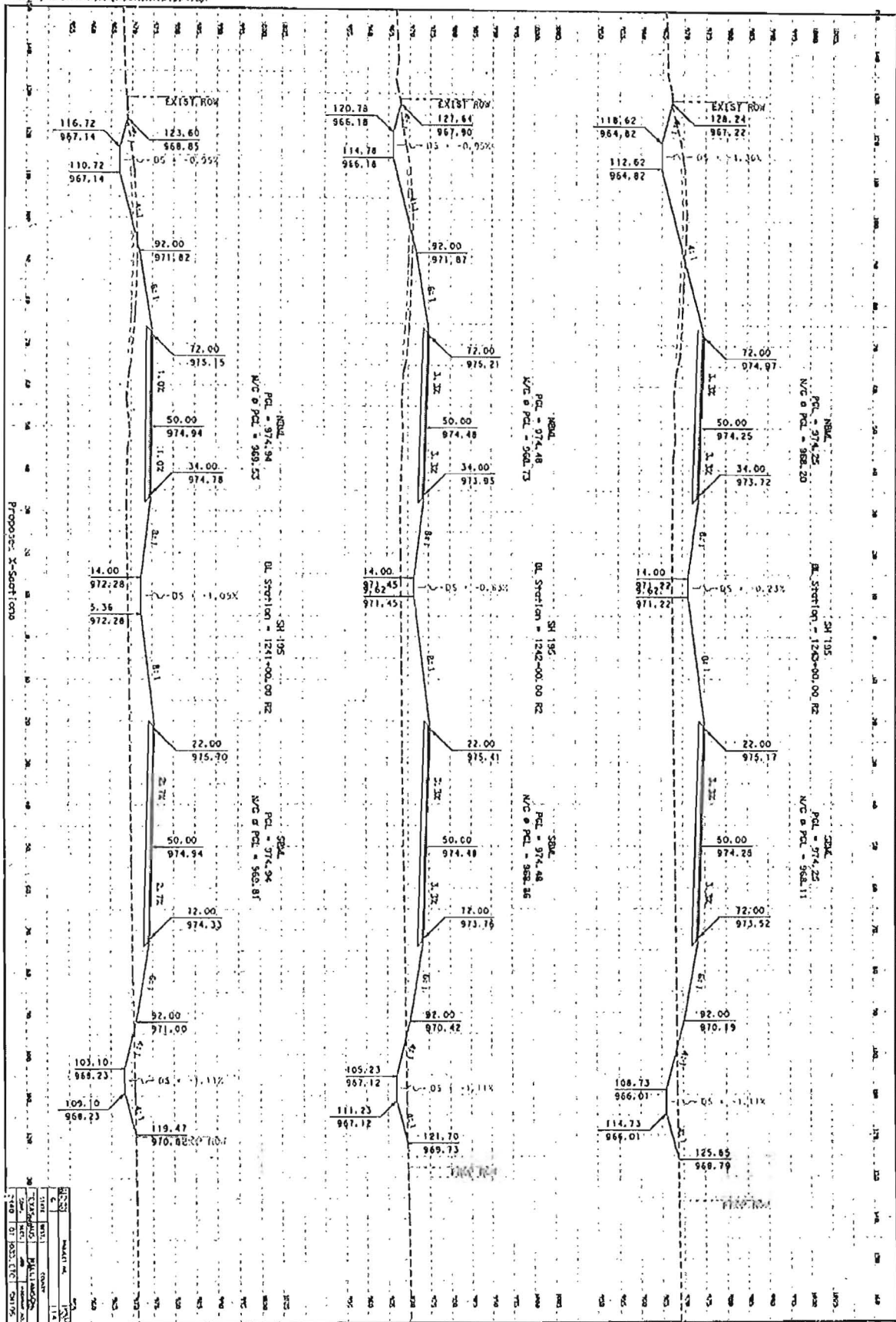
**EXHIBIT "A"**

Property Description

9/29/2012  
Q:\Infrared\ad\sh195ps\chps\se\plol\fdralncg\A\U\CU.V\L\ajout11.docx







NO.	DATE	BY	CHECKED	APPROVED
1	11/10/15	11/10/15	11/10/15	11/10/15

