

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JANIS JOHNSON and RICHARD W. JOHNSON, (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 1.199 acres, more or less, situated in the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 111); and

Electric utility easement and Waterline easement interest in, under and across all of that certain tract of land containing a total of 0.1669 acre, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 111-UE); and

Temporary construction easement interest for waterline facility installation in, under and across all of that certain tract of land containing a total of 0.2503 acre, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described on the sketch which accompanies the metes and bounds description in Exhibit "B", attached hereto and incorporated herein (Parcel 111-TCE)

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", 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 FIFTY FIVE THOUSAND and 00/100 Dollars (\$155,000.00).

2.01.1 The Purchase Price for the electric easement interest, waterline easement interest, and temporary construction easement interest in the Property described in Exhibit "B" shall be the sum of SEVENTEEN THOUSAND FIFTY EIGHT and 00/100 Dollars (\$17,058.00).

As consideration for the execution of that certain Possession and Use Agreement between the parties recorded in Document No. 2010073110 of the Real Property Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$130,042 for the Property described in Exhibit "A" and \$12,257 for the easement interests described in Exhibit "B", which amounts were specifically agreed to be credited or offset against any final purchase price or condemnation acquisition payment. **Therefore, the remaining balance of the Purchase Price now due and owing from the Purchaser for the right of way parcel described in Exhibit "A" is TWENTY FOUR THOUSAND NINE HUNDRED FIFTY EIGHT AND 00/111 Dollars (\$24,958.00). The remaining balance of the Purchase Price now due and owing from the Purchaser for the easement interests described in Exhibit "B" is FOUR THOUSAND EIGHT HUNDRED ONE AND 00/100 Dollars (\$4,801.00).**

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before December 1, 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", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in the Property described in Exhibit "B", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline 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 electric utility easement shall be in the form as shown in Exhibit "D" attached hereto. The waterline easement shall be in the form as shown in Exhibit "E" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple 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

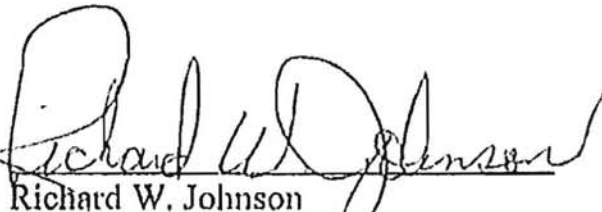
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:


Janis Johnson
Date: 11-2-12

Address: 2453 State Hwy 19
Georgetown, Texas
78626


Richard W. Johnson
Date: 11-2-12

Address: 2453 ST. HWY 19
GEORGETOWN, TX
78626

PURCHASER:

COUNTY OF WILLIAMSON

By: 
Dan A. Gattis, County Judge

Date: 11-19-2-12

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

EXHIBIT A

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

Legal Description Parcel 111

BEING a 1.199 (52,216 square feet) acre tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 1.199 acre tract of land is out of and a part of a 0.11 acre tract conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard W. Johnson by deed recorded July 18, 1983 in Volume 928, Page 851, of the Deed Records of Williamson County, Texas, also being out of and a part of a 2.24 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Richard W. Johnson and Janis Johnson, by deed recorded September 20, 1982 in Volume 889, Page 756, of said Deed Records, and being out of a 1.00 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider to Janis Johnson and Richard W. Johnson deed recorded May 30, 2003 as Document No. 2003049663 of the Official Public Records of Williamson County, Texas, the said 1.199 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the south corner of the above referenced 2.24 acre tract and the east corner of the above referenced 1.00 acre tract, said rod is located 368.73 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1660+90.69;

THENCE North 44° 56' 38" East with the southeast line of the said 2.24 acre tract for a distance of 252.91 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of-way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 124.14 feet right of Proposed SH 195 Baseline Station 1661+55.24;

1. THENCE North 59° 39' 26" West with the proposed southwest right of way line of SH 195 for a distance of 363.47 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the northwest line of the said 1.00 acre tract, said rod is located 122.84 feet right of Proposed SH 195 Baseline Station 1657+91.77;
2. THENCE North 44° 56' 18" East with the northwest line of the said 1.00 acre tract for a distance of 147.82 feet to a calculated point in the existing southwest right of way line of S. H. 195 for the north corner of said 1.00 acre tract, from

EXHIBIT A

which a 1/2 inch iron rod found bears South 44° 56' 18" West a distance of 0.32 feet;

3. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 363.81 feet to a calculated point for the most easterly corner of the said 2.24 acre tract, from which a 1/2 inch iron rod found bears South 44° 56' 38" West a distance of 0.28 feet;
4. THENCE South 44° 56' 38" West with the southeast line of the said 2.24 acre tract for a distance of 149.07 feet to the POINT OF BEGINNING, said described tract containing 1.199 acres (52,216 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

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

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

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

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

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

Date as of: March 7, 2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP - RODS SURVEYING INC. - PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK

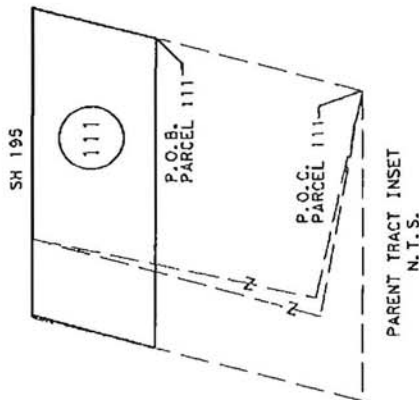
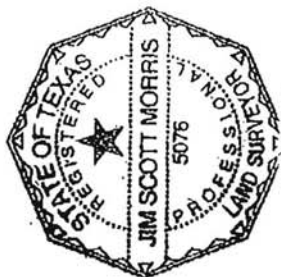


EXHIBIT A



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 March 7, 2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

NOTES:

- 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.
- 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 AF9337) 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.



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
JANIS JOHNSON AND RICHARD W. JOHNSON
PARCEL 111

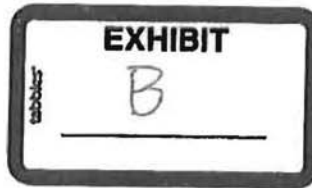
PAGE 3 OF 4

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SO. FT.	LEFT		RIGHT	
			ACRES	SO. FT.	ACRES	SO. FT.
3.35	145,926	1,199	52,216	---	2.151	93,710



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.1669 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.1669 ACRE (7,270 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THREE TRACTS—A CALLED 0.11 ACRE TRACT AS DESCRIBED IN A DEED OF GIFT TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN VOLUME 928, PAGE 851 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 2.24 ACRES TRACT AS DESCRIBED IN A CORRECTION DEED TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN VOLUME 889, PAGE 756, SAID DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 1.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN DOCUMENT NO. 2003049663 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the existing southwest right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, for the east corner of said 2.24 acres tract, same being the north corner of a called 11.17 acres tract as described in a Special Warranty Deed to Wilford C. Schneider, Trustee and recorded in Document No. 2010030328 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the southeast line of said 2.24 acres tract, same being the northwest line of said 11.17 acres tract, S44°56'38"W, passing at a distance of 0.28 feet a 1/2-inch iron rod found, and continuing in all a distance of 149.07 feet to a 5/8-inch iron rod found at the intersection of the proposed southwest right-of-way line of SH195, a varying width right-of-way, with said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, for the POINT OF BEGINNING of the tract described herein;

THENCE leaving said proposed southwest right-of-way line of SH195, continuing with said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, S44°56'38"W a distance of 20.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod found in said northwest line of the 11.17 acres tract for the south corner of said 2.24 acres tract, bears S44°56'38"W a distance of 232.34 feet;

THENCE leaving said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, crossing said 0.11 acre, 2.24 acres, and 1.00 acre tracts, N59°39'26"W a distance of 363.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the northwest line of said 1.00 acre tract, same being the southeast line of a called 10.22 acres tract as described in a Special Warranty Deed to John B. Schneider, Trustee, and recorded in Document No. 2010030327 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with illegible plastic cap found in said southeast line of the 10.22 acres tract, for the west corner of said 1.00 acre tract, bears S44°56'18"W a distance of 233.56 feet;

THENCE with said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, N44°56'18"E a distance of 20.67 feet to a point being the intersection of said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract with said proposed southwest right-of-way line of SH195, and from which a 1/2-inch iron rod with plastic cap stamped "CCC 4885" found in said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, bears N44°56'18"E a distance of 147.50 feet;

THENCE leaving said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, crossing said 1.00 acre, 0.11 acre, and 2.24 acres tracts, with said proposed southwest right-of-way line of SH195, S59°39'26"E a distance of 363.49 feet to said **POINT OF BEGINNING** and containing 0.1669 acre.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of August 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2010, A.D.

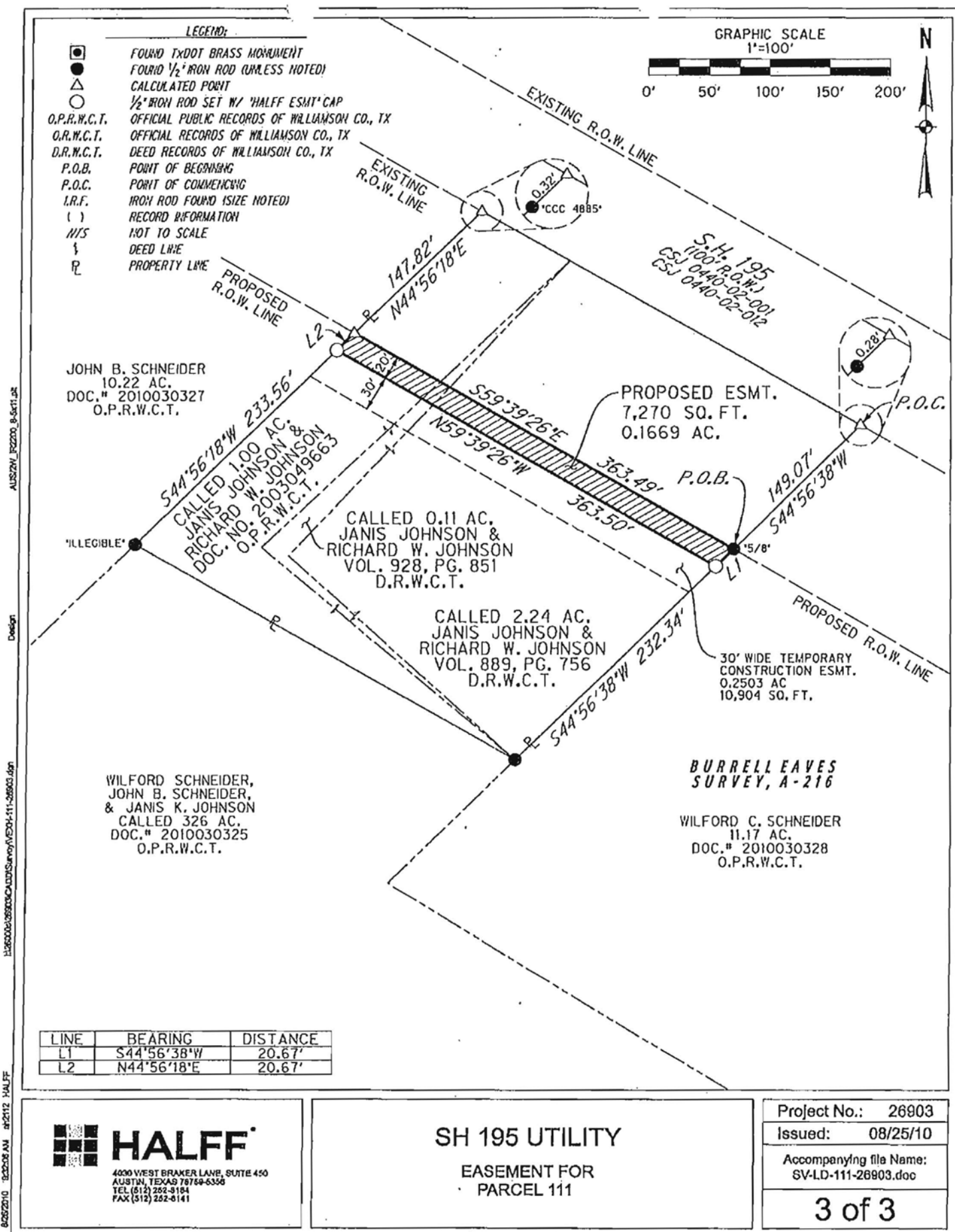
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



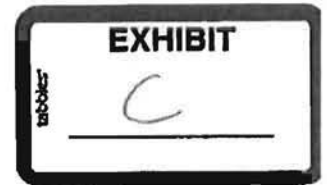

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 - State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in August 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-111-26903.dgn, dated August 25, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.



Parcel 111
CSJ: 0440-02-012



SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

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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, JANIS JOHNSON and RICHARD W. JOHNSON, 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 1.199 acres, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 111).

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:

Janis Johnson

Richard W. Johnson

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2012 by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

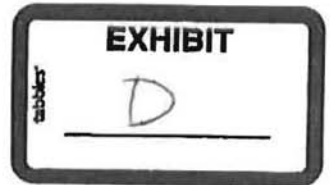
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

ELECTRIC UTILITY EASEMENT
SH195



THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT JANIS JOHNSON and RICHARD W. JOHNSON, Grantor, for good and valuable in hand paid by **PEDERNALES ELECTRIC COOPERATIVE, INC.**, of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line ("Easement") consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.1669 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (**Parcel 111-EE**).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, through or under Grantor, but not otherwise.

WITNESS our hands this _____ day of _____, 2012.

[signature page follows]

GRANTOR:

Janis Johnson

Richard W. Johnson

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the ____ day of _____, 2012 by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

EXHIBIT
E

SH195

ten (10) business days from said request. Any construction, reconstruction or repair activities undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

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

All of that certain 0.1669 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 111-WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.2503 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

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

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract, including paving, to substantially the same condition as existed prior to such

work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

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

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2012.

GRANTOR:

Janis Johnson

Richard W. Johnson

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas