

SH 195 - Parcel 58

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MARK SHELTON (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:

Part I

A 0.190 (8,260 square feet) acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of the two most westerly 0.50 tracts described (four contiguous 0.50 acre tracts described in deed) in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

Part II

A 1.144 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of four 0.50 acre tracts of land described in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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 FIFTY-EIGHT THOUSAND, FIVE HUNDRED and 00/100 Dollars (\$58,500.00).

As consideration for the execution of certain Possession and Use Agreements between the parties recorded in Document No. 2010016088 of the Real Property Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$28,539.00, 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 this Contract is TWENTY NINE THOUSAND, NINE HUNDRED SIXTY-ONE AND 00/100 Dollars (\$29,961.00).**

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 Georgetown Title Company on or before the 30th day from the effective date of this Contract, 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", 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 "B" 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 interest 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:




MARK SHELTON

Date: 11-5-12

Address: 925 Allday Street
Rockdale, TX 76567

PURCHASER:

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge
Date: 11-21-2012

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 1

BEING a 0.190 (8,260 square feet) acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of the two most westerly 0.50 acre tracts described (four contiguous 0.50 acre tracts described in deed) in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records;

COMMENCING at a found 1/2 inch iron rod, being 567.11 feet right of Proposed Baseline Station 1055+28.37, on the existing east right-of-way line of Brizendine Avenue for the northwest corner of a 10.5 acre tract of land conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed dated August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, and the southwest corner of a tract of land described as 1.00 acre conveyed from Jacky Don Duquette, et ux Mellisa Sue Duquette, to Michael Bieren and wife, Deanna Bieren, by deed dated May 25, 2001 and recorded in Document No. 2001036826 of the Williamson County Deed Records;

THENCE North 68° 53' 03" East a distance of 208.71 feet, along the south line of said 1.00 acre tract, to a 1/2" iron rod found for the southeast corner of said 1.00 acre tract and for the southwest corner of most westerly 0.50 acre tract of the above referenced 0.50 acre tracts;

THENCE North 20° 55' 01" West a distance of 161.29 feet, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 337.64 feet right of Proposed Baseline Station 1053+97.39, for the POINT OF BEGINNING;

- (1) THENCE North 20° 55' 01" West a distance of 47.05 feet, along the east line of said 1.00 acre tract and the west line of said most westerly 0.50 acre tract, to a found 1/2 inch iron rod for the northeast corner of said 1.00 acre tract and the most northwesterly corner of said 10.5 acre tract on the existing south right-of-way line of Williamson County Road No. 229;

- (2) THENCE North $68^{\circ} 48' 43''$ East a distance of 163.85 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of the two most westerly 0.50 acre tracts referenced in the aforementioned deed, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE South $33^{\circ} 06' 30''$ East a distance of 51.75 feet, along the proposed west right-of-way line of State Highway 195 and a Control of Access line, crossing a 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.00 feet right of Proposed Baseline Station 1054+24.75;
- (4) THENCE South $69^{\circ} 59' 12''$ West a distance of 174.80 feet, along the proposed south right-of-way line of said Williamson County Road No. 229, crossing said two most westerly 0.50 acre tracts, to the POINT OF BEGINNING and containing 0.190 acres (8,260 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

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

Scott Morris

2-17-2009

Scott Morris, Registered Professional Land Surveyor, No. 5076

Date



- LEGEND
- ROAD CENTER LINE
 - RIGHT OF WAY LINE
 - CONCRETE MONUMENT SET TYPE 1
 - CONCRETE MONUMENT SET TYPE 2
 - CONCRETE MONUMENT SET TYPE 3
 - CONCRETE MONUMENT SET TYPE 4
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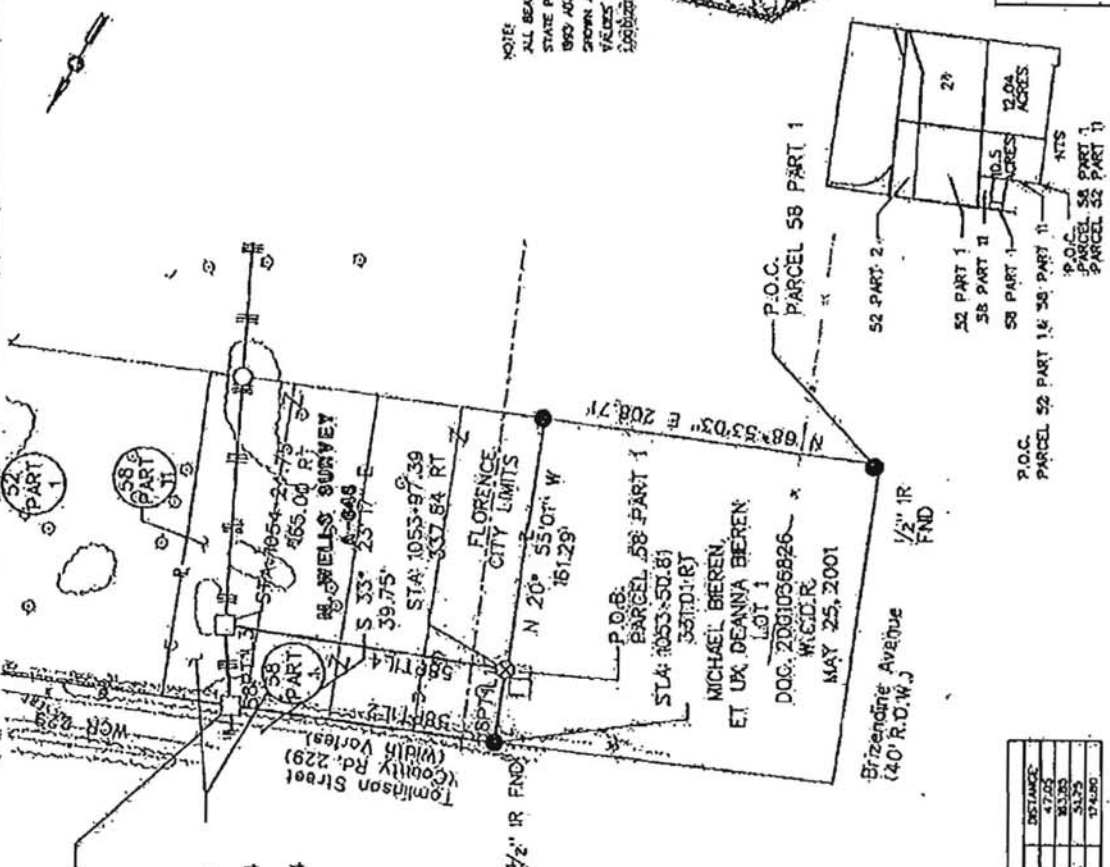
NOTE: ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE MODEL, 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A CORRECTION ADJUSTMENT FACTOR OF 1.000000.



6000
2-1-2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
PARCEL 58 PART 1
SHEET 3 OF 3

STATE HIGHWAY 795 WILSON COUNTY
RODS SURVEYING INC.
8510 LEE ROAD SPRING, TX 77379
(281) 394-4388
SHEET 3 OF 3 FEBRUARY 17, 2004



STA: 1053+73.13
168.69 RT

Mark Shelton
Called 2.00 acres
Exhibit A
DOC. 200408814
W.C.D.R.
November 12, 2004

PARCEL	LINE NO.	BEARING	DISTANCE
58 PART 1	58 PART 1.1	N 20° 55' 01" W	161.29
	58 PART 1.2	S 33° 23' 17" E	39.75
	58 PART 1.3	S 87° 11' 39" E	337.84
	58 PART 1.4	N 68° 53' 03" E	208.71

EXISTING AREA	TAKEN AREA	APPROX. REMAINING AREA	
		LEFT	RIGHT
58.5	58.50	58.50	58.5

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 2

BEING a 1.144 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of four 0.50 acre tracts of land described in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records;

COMMENCING at a found 1/2 inch iron rod, being 360.23 feet right of Proposed Baseline Station 1055+57.12, for the southwest corner of the most westerly 0.50 acre tract referenced above, and the southeast corner of a tract of land described as 1.00 acre conveyed from Jacky Don Duquette and wife, Mellisa Sue Duquette, to Michael Bieren and wife, Deanna Bieren, by deed dated May 25, 2001 and recorded in Document No. 2001036826 of the Williamson County Deed Records;

THENCE North 68° 50' 11" East a distance of 187.46 feet, along the south line of the two most westerly 0.50 acre tracts, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 174.68 feet right of Proposed Baseline Station 1055+82.70, for the POINT OF BEGINNING and being a Control of Access line;

- (1) THENCE North 25° 30' 50" West a distance of 158.24 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.00 feet right of Proposed Baseline Station 1054+24.75;
- (2) THENCE North 33° 06' 30" West a distance of 51.75 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line and crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE North 68° 48' 43" East a distance of 253.51 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of said 0.50 acre tracts, to a found 1/2 inch iron rod for the northeast corner of the most easterly 0.50 acre tract of the aforementioned four 0.50 acre tracts;

- (4) THENCE South $20^{\circ} 55' 27''$ East a distance of 208.52 feet, along the east line of the most easterly 0.50 acre tract, to a found $1/2''$ iron rod for the southeast corner of said most easterly 0.50 acre tract;
- (5) THENCE South $68^{\circ} 50' 11''$ West a distance of 229.93 feet, along the south line of said 0.50 acre tracts, to the POINT OF BEGINNING and containing 1.144 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

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

Scott Morris

2-17-2009

Scott Morris, Registered Professional Land Surveyor, No. 5076

Date



10-12-1971

EXHIBIT "B"

Parcel 58
CSJ: 0440-01-037

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, MARK SHELTON, 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 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, the same not being Grantor's homestead, being more particularly described as follows:

Part I

A 0.190 (8,260 square feet) acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of the two most westerly 0.50 tracts described (four contiguous 0.50 acre tracts described in deed) in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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(Parcel 58).

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 other minerals, 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 and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

Access is prohibited across the control of access line to the transportation facility from the adjoining property as shown on the plat which accompanies the metes and bounds description in Exhibit "A".

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 _____,

GRANTOR:

ACKNOWLEDGMENT

www

Notary Public, State of Texas

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

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 1

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THENCE North 68° 53' 03" East a distance of 208.71 feet, along the south line of said 1.00 acre tract, to a 1/2" iron rod found for the southeast corner of said 1.00 acre tract and for the southwest corner of most westerly 0.50 acre tract of the above referenced 0.50 acre tracts;

THENCE North 20° 55' 01" West a distance of 161.29 feet, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 337.64 feet right of Proposed Baseline Station 1053+97.39, for the POINT OF BEGINNING;

- (1) THENCE North 20° 55' 01" West a distance of 47.05 feet, along the east line of said 1.00 acre tract and the west line of said most westerly 0.50 acre tract, to a found 1/2 inch iron rod for the northeast corner of said 1.00 acre tract and the most northwesterly corner of said 10.5 acre tract on the existing south right-of-way line of Williamson County Road No. 229;

- (2) THENCE North $68^{\circ} 48' 43''$ East a distance of 163.85 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of the two most westerly 0.50 acre tracts referenced in the aforementioned deed, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE South $32^{\circ} 06' 30''$ East a distance of 51.75 feet, along the proposed west right-of-way line of State Highway 195 and a Control of Access line, crossing a 0.50-acre tract, to a set Texas Department of Transportation Type II concrete monument, being 163.00 feet right of Proposed Baseline Station 1054+24.75;
- (4) THENCE South $69^{\circ} 59' 12''$ West a distance of 174.80 feet, along the proposed south right-of-way line of said Williamson County Road No. 229, crossing said two most westerly 0.50 acre tracts, to the POINT OF BEGINNING and containing 0.190 acres (8,260 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

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

Scott Morris

Scott Morris, Registered Professional Land Surveyor, No. 5076

2-17-2009

Date



NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE MARS,
1983 ADJUSTMENT, ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM DEEP
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.00007.

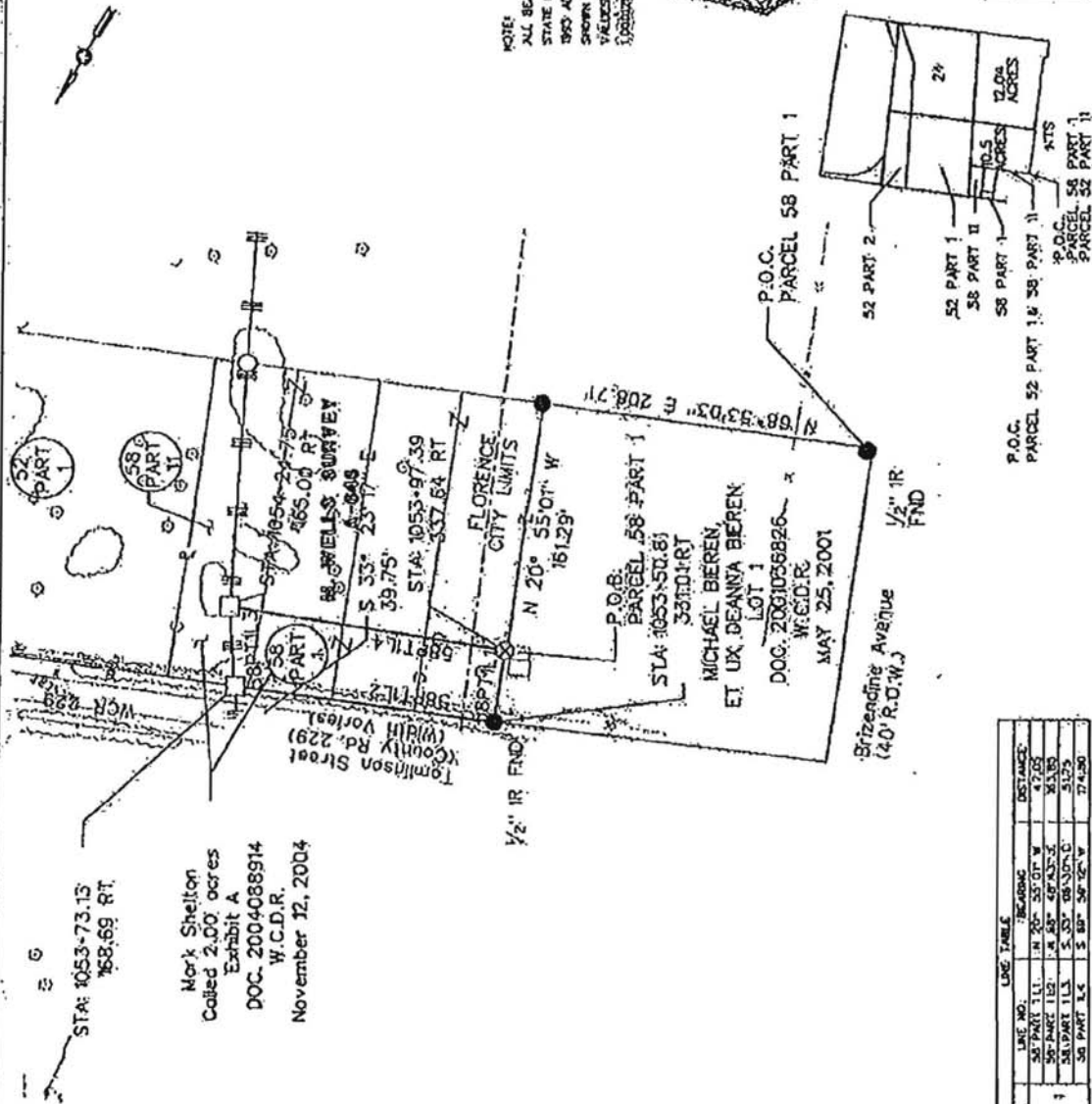


RIGHT OF WAY PLAT.
SHOWING PROPERTY OF

PARGEL 58 PART 1

5. 30. 5. 13305.

STATE HIGHWAY 85
WILLIAMSON COUNTY
RODS SURVEYING INC.
6010 LEE ROAD SPRING TX 77579
CLARK 279-4308
SCELENT 100V REC. FEBRUARY 17, 2008



PARCEL	LINE TABLE		
	LINE NO.	BEARING	DISTANCE
58 PART 1	58 PART 1 L1	N 20° 35' 07" W	47.05
	58 PART 1 L2	N 48° 49' 45" E	83.80
	58 PART 1 L3	S 35° 08' 30" E	51.75
	58 PART 1 L4	S 80° 50' 12" W	77.40
	58 PART 1 L5		

EXISTING ADDRESS	APPROX. ADDRESS	APPROX. REMINDER ADDRESS
115	PARCEL 21 YORK, 11516 & PARCEL 22 YORK, 11515 AC	0.190 42,000 sq ft
		LEFT RIGHT 3.5

LEONARD J. JAVORS

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 2

BEING a 1.144 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of four 0.50 acre tracts of land described in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 360.23 feet right of Proposed Baseline Station 1055+57.12, for the southwest corner of the most westerly 0.50 acre tract referenced above, and the southeast corner of a tract of land described as 1.00 acre conveyed from Jacky Don Duquette and wife, Mellisa Sue Duquette, to Michael Bieren and wife, Deanna Bieren, by deed dated May 25, 2001 and recorded in Document No. 2001036826 of the Williamson County Deed Records;

THENCE North 68° 50' 11" East a distance of 187.46 feet, along the south line of the two most westerly 0.50 acre tracts, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 174.68 feet right of Proposed Baseline Station 1055+82.70, for the POINT OF BEGINNING and being a Control of Access line;

- (1) THENCE North 25° 30' 50" West a distance of 158.24 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.00 feet right of Proposed Baseline Station 1054+24.75;
- (2) THENCE North 33° 06' 30" West a distance of 51.75 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line and crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE North 68° 48' 43" East a distance of 253.51 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of said 0.50 acre tracts, to a found 1/2 inch iron rod for the northeast corner of the most easterly 0.50 acre tract of the aforementioned four 0.50 acre tracts;

- (4) THENCE South $20^{\circ} 55' 27''$ East a distance of 208.52 feet, along the east line of the most easterly 0.50 acre tract, to a found 1/2" iron rod for the southeast corner of said most easterly 0.50 acre tract;
- (5) THENCE South $68^{\circ} 50' 11''$ West a distance of 229.93 feet, along the south line of said 0.50 acre tracts, to the POINT OF BEGINNING and containing 1.144 acres of land.

Basis of bearing is the "Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment)". All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

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

Scott Morris

Scott Morris, Registered Professional Land Surveyor, No. 5076

2-17-2009

Date



