

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHARLES E. SHELL AND WIFE, CHERYL SHELL, (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 0.264 acre, more or less, situated in the John Hamilton Survey, Abstract No. 282, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 220A);

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 fee simple interest in and to the Property described in Exhibit "A", the acquisition of any improvements on the Property, or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of EIGHT THOUSAND THREE HUNDRED NINETY NINE and 00/100 Dollars (\$8,399.00).

Seller has elected to retain the site improvements listed on Exhibit "B" attached hereto for a total credit of \$1.00 to Purchaser. Therefore, the total amount due for purchase of the Property described in Exhibit "A" herein shall be the sum of \$8,398.00. Any retained improvements must be removed from the Property within 60 days after the Closing of this transaction and staking of the new right of way line.

Additional Terms and Consideration

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the Closing of this transaction and staking of the new right of way line by the Purchaser he 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. Purchaser shall stake the new right of way line at intervals acceptable to fence builder so that the fence can be located as close to the property line as practical.

2.03. As an obligation which shall survive the closing of this transaction, Purchaser agrees that it shall cause to be constructed a median break between the eastbound and westbound lanes of the proposed SH195 improvements at approximately Station 1425+00 as shown on the Plan and Profile sheet attached hereto as Exhibit "C". The entrance to the private property at this location serves both a business and a private residence occupied by an elderly person. As such the Purchaser shall cause that all weather access be maintained to this location during the construction period. At the completion of the construction period the access will be paved with asphalt similar to the current driveway between the roadway and the property line.

2.04. Purchaser agrees that Oncor Electric, or any other utility providers which have existing facilities that are in conflict with the proposed SH195 roadway improvements, shall be allowed the opportunity to relocate their facilities within the Property acquired herein if in the opinion of the State of Texas' ("State") engineers there is sufficient room for such relocation as not to conflict with the operation of the proposed roadway facilities, and any such utility company otherwise complies with any other requirements of existing Texas law for operating in State right of way. The current utility relocation plan sheet for the SH195 project in the area of the Property is attached hereto as Exhibit "D".

2.05. Purchaser hereby represents that no access rights to and from the remaining property of Seller are being acquired as a part of this transaction. Any future driveway permits to the remaining property of Seller shall be subject to the Access Management policies of TxDOT or any superseding jurisdiction which has permitting authority and that are in place at the time of application.

2.06. As an obligation which shall survive the closing of this transaction, it is agreed that if any of Property purchased herein or the existing SH195 right of way adjacent to the remaining property of Seller is determined by the State of Texas to be surplus property and Williamson

County or any other political subdivision waives its right to purchase the right of way, then the State shall offer any such surplus property to the Seller, its successors or assigns, for repurchase according to the terms and provisions set out in Chapter 202, Subchapter B of the Texas Transportation Code and Title 43, Chapter 21 of the Texas Administrative Code which are in place at the time of the surplus determination.

2.07. As an obligation which shall survive the closing of this transaction, Purchaser agrees that where portions of the existing SH195 roadway are proposed to be removed as part of the road realignment project between approximately Station 1405+00 and 1455+00, that any existing concrete rip rap shall remain in place, and any rip rap damaged during roadway obliteration operations will be repaired and/or replaced as part of the road project, as further shown in the removal plan sheets attached hereto as Exhibit "E".

Payment of Purchase Price

2.08. 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 actual 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 received no actual notice that Seller has violated or has not complied with applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

These representations and warranties shall not survive the closing of this transaction, but rather shall be merged therein.

The Property described in Exhibit "A" herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before December 31st, 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", 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) All matters of record in the office of the County Clerk of Williamson County, to the extent that the same are in force and effect and applicable to the property, except for liens; and
- (c) Any exceptions approved by Purchaser in writing.

The deed to the State of Texas shall be in the form as shown in Exhibit "F" 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, as its sole and exclusive remedy, either: (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 \$2000 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 mutually acceptable 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:

Charles E. Shell

Charles E. Shell

Date: 11-14-12

Address: G W. Nakoma
Round Rock, Tx 78664

Cheryl Shell

Cheryl Shell

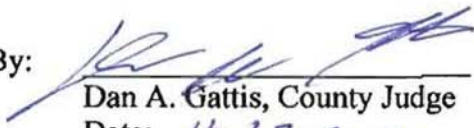
Date: 11-14-2012

Address: G W. Nakoma
Round Rock, Tx 78664

PURCHASER:

COUNTY OF WILLIAMSON

By:


Dan A. Gattis, County Judge

Date: 11-27-2012

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

May 9, 2007

Page 1 of 4

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 220A

BEING a 0.264 acre (11,482 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282 of Williamson County, Texas, said 0.264 acre tract of land is out of and a part of a 11.00 acre tract of land conveyed by Cobb Springs Ranch, LTD. to Charles E. Shell and wife, Cheryl Shell by deed recorded February 13, 2006 and recorded as Document No. 2006011196 of the Official Public Records of Williamson County, Texas, said 0.264 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the northeast corner of the above referenced 11.00 acre tract and for the northwest corner of an 11.00 acre tract conveyed by Cobb Springs Ranch, LTD. to Michael D. Shell by deed recorded February 13, 2006 and recorded as Document No. 2006011197 of said Official Public Records, said point is located 865.34 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1437+31.57;

THENCE South 22° 08' 47" West along the common line of said 11.00 acre tracts for a distance of 728.80 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed north right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 143.28 feet left of Proposed SH 195 Baseline Station 1436+32.62;

1. THENCE South 22° 08' 47" West continuing with the common line of said 11.00 acre tracts a distance of 69.31 feet to a 1/2" iron rod found in the existing north right of way line of SH 195 for the southeast corner of this tract;
2. THENCE North 67° 50' 49" West with the existing north right of way line of SH 195 a distance of 331.35 feet to a TxDOT Type II concrete monument set at the intersection of the existing north right of way line of SH 195 and the proposed north right of way line of SH 195, said monument is located 119.65 feet left of Proposed Baseline Station 1432+94.94;

cel 1/4

EXHIBIT A

3. THENCE South 79° 39' 40" East with the proposed north right of way line of SH 195 a distance of 338.51 feet to the POINT OF BEGINNING, said described tract containing 11,482 square feet 0.264 acres or, 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, 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.

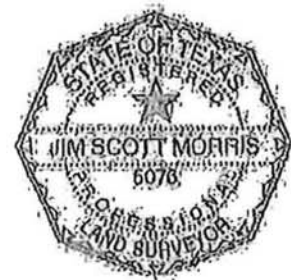
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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
Date as of: 2-15-2007



LEGEND

- FOUND CONCRETE MONUMENT (TX001 TYPE 1)
- FOUND CONCRETE MONUMENT (TX001 TYPE 1)
- CONCRETE MONUMENT SET (TX001 TYPE 1)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH EXDOT ALUMINUM CAP UNLESS NOTED
- CALCULATED POINT
- FOUND CORNER 1/4" DESCRIBED
- 5/8" IRON ROD SET WITH YELLOW CAP
- PROPOSED SURVEYING LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- B.L. - BUILDING SETBACK LINE (PER PLAT)
- N.T.S. - NOT TO SCALE
- P.U.E. - PUBLIC UTILITY EASEMENT
- W.L.C.D. - WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. - WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. - WILLIAMSON COUNTY PUBLIC RECORDS
- B.C.P.R. - WILLIAMSON COUNTY PLAT RECORDS
- D.S.F.S. - ON SITE SEWERAGE FACILITY SETBACK

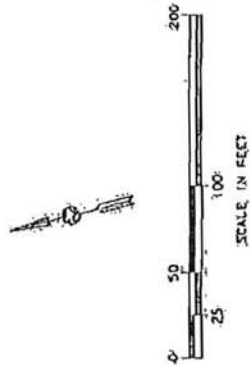
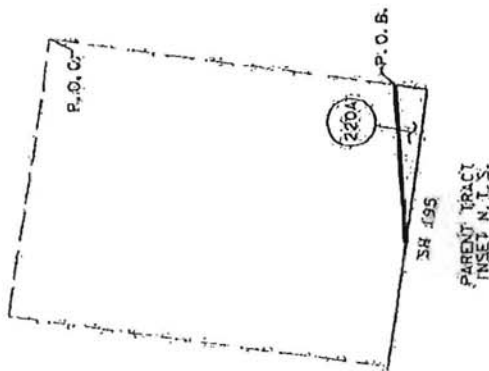


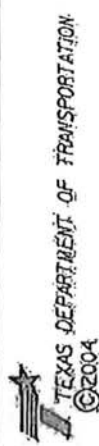
EXHIBIT A

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, S. R.P., L.S. # 5076 DATE AS OF 5-19-2007

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON EXDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS T27 & T10 ARE 3377.1' AND 3377.1' (P.D. 1993) AND GEORGETOWN T10 B.M. 1993. ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERGED TO GRID BY DIVIDING BY THE EXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.



RIGHT OF WAY PLAT

SHOWING PROPERTY OF
CHARLES E. SHELL AND WIFE,
CHERYL SHELL
PARCEL 220A

PAGE 3 OF 4

ROW CSJ RD. D440-01-036
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
42813 579-8388
SCALE: 1"=100' MAY 5, 2007

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER	
	ACRES	50' FT.	ACRES	50' FT.	LEFT	RIGHT
220A	11.00	479.150	0.264	13.482	10.736	462.678

JOHN HAMILTON SURVEY A-282

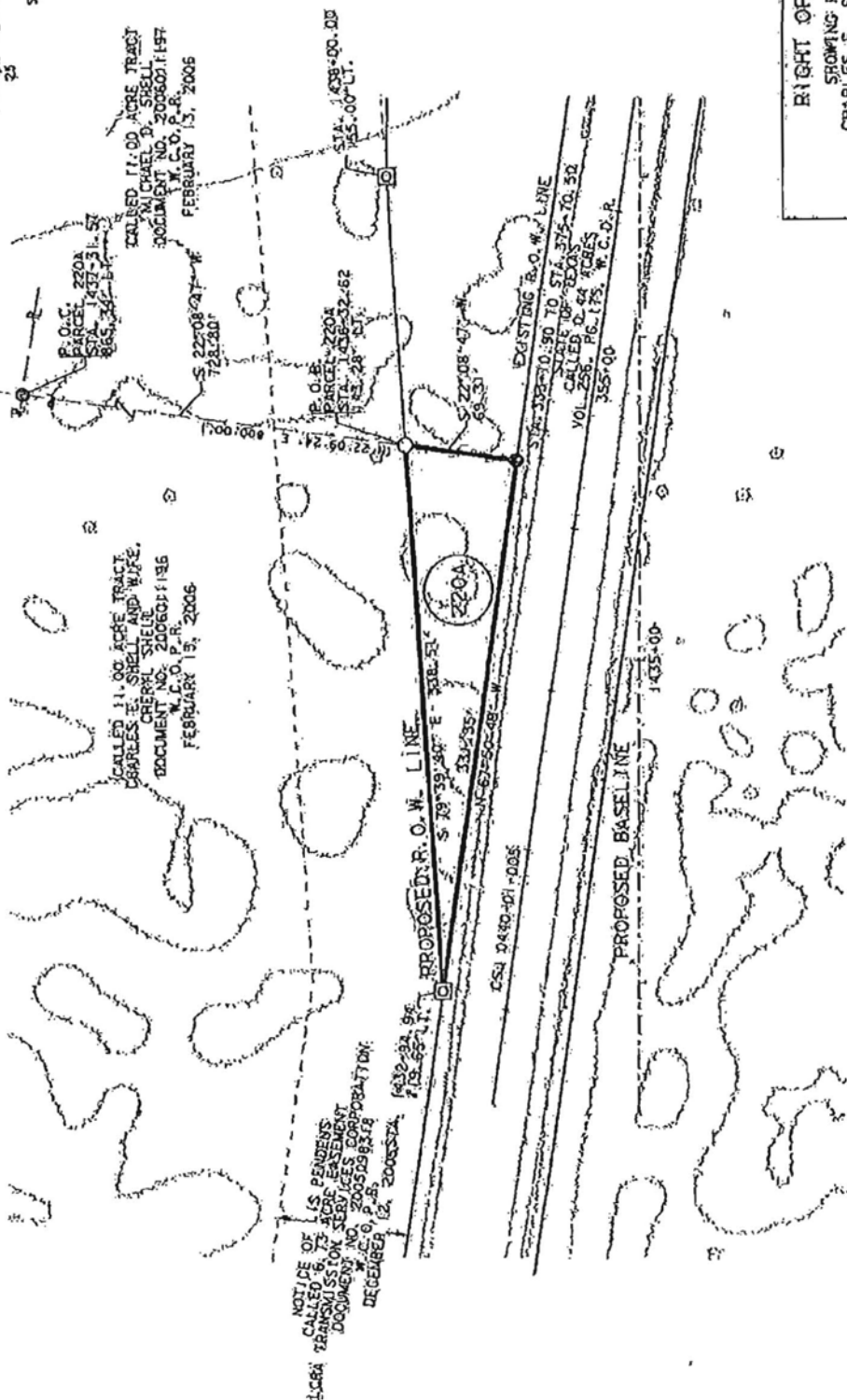
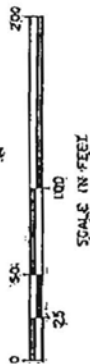


EXHIBIT A

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
CHARLES E. SHELL AND WIFE,
CHERYL SHELL
PARCEL 220A

PAGE 4 OF 4

ROW CSJ NO. 0440-01-036

STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

ROADS SURVEYING INC.

5810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MAY 9, 2007

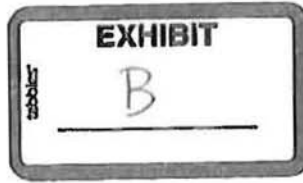
EDWARD H. FERGUSON AND THERESA F. WEBB
CALLED 500-24 ACRES
DOCUMENT NO. 200103227
W.C.O.P.R.
JUNE 5, 2001

NOTICE OF L.S. PENDING
CALLED 6.73 ACRE TRACT
TRANSMISSION SERVICE
DOCUMENT NO. 2005053170H
W.C.O.P.R.
DECEMBER 12, 2005

PROPOSED R.O.W. LINE

PROPOSED BASELINE

220A



SH195--Parcel 220A
Charles E. Shell and Cheryl Shell

Improvement Type	Type Construction	Retention Value
Fence	Electric	\$1.00
Total		<u>\$1</u>

CS

EXIST. ONCOR (IN ROW)
ST. CENTURY LINK
ONCOR POLES:
ED 11.00 ACRE TRACT
SHELL AND WIFE,
MENT NO. 200601196
W. C. O. P. R.
FEBRUARY 13, 2006

ED 11.00 ACRE TRACT
ES E. SHELL AND WIFE,
CHERYL SHELL
MENT NO: 200601196
W.C.O.P.R.
EBRUARY 13, 2006

CALLED 11.00 ACRE TRACT
 MICHAEL D. SHELL
 DOCUMENT NO. 200601197
 W.C.O.P.R.
 FEBRUARY 13, 2006

CALLED 14.50
 COBB SPRINGS 20C
 DOCUMENT NO. 2-R
 W.C.O.
 FEBRUARY 15.

CALL 14.60 ACRE TRACT
COBB SPRINGS RANCH, LTD
DOCUMENT NO. 200601193
W.C.O.P.R.
FEBRUARY 15, 2006

EDWARD H. FERGUSON AND THERESA F. WEBB
CALLED 300.24 ACRES
DOCUMENT NO. 2001039227
W.C.O.P.
JUNE 5, 2001

TEXAS CARVED STONE INC.
CALLED 17.30 ACRES
VOL 2547, PG. 198
W.C.O.R.
JUNE 10, 1994

PROPOSED PEC
(IN ESMT)

SCALE: 1"=100'

PROPOSED
ESWT

EXHIBIT

D

Table

JUNE 10, 1994

W-2547, PG. 198

S. CARVED STONE, INC.

EDWARD H. FERGUSON AND THERESA F. WEBB
CALLED 300

PROP. CENTURYLINK
(IN POW)

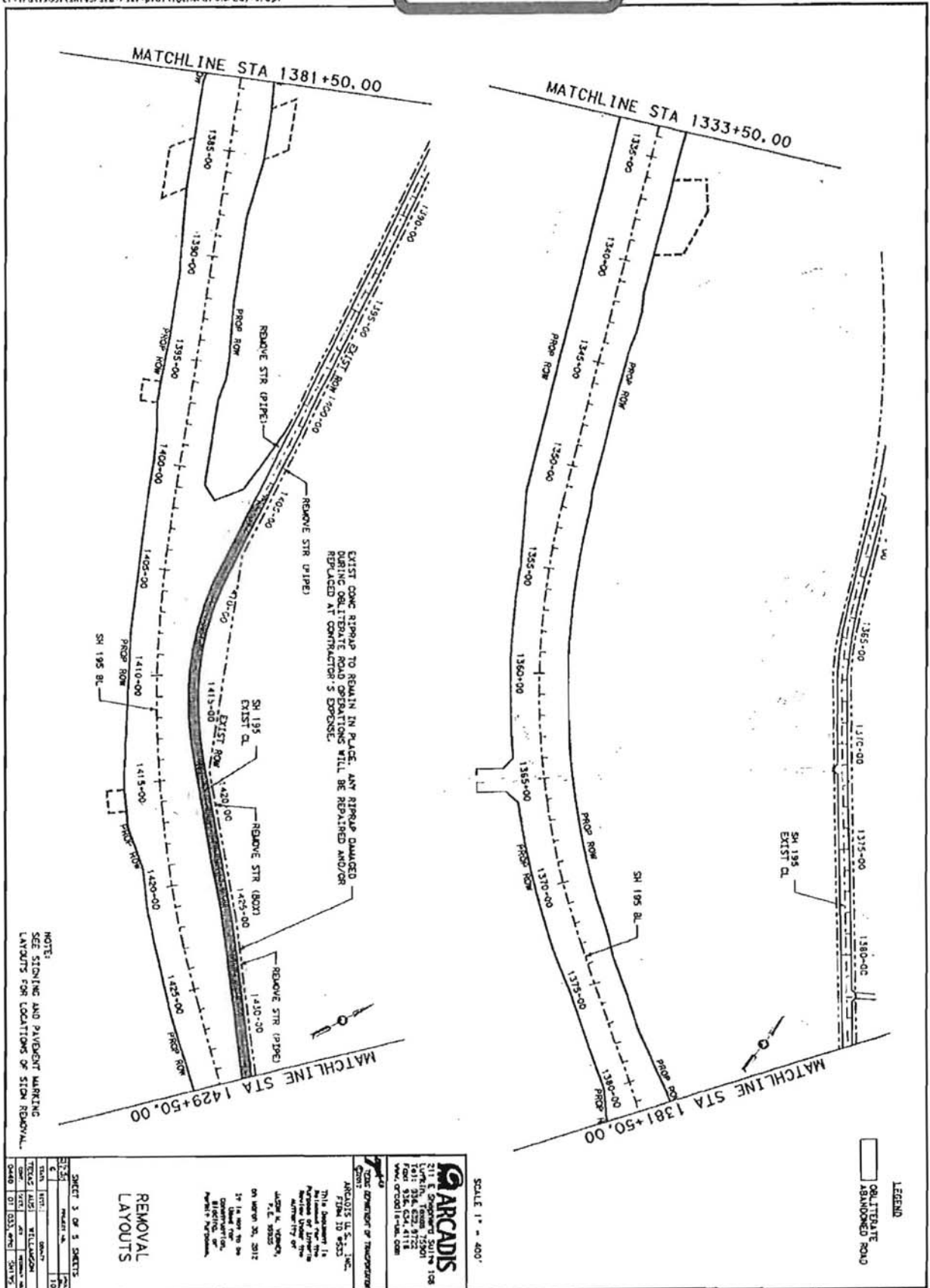
883/

CAJ

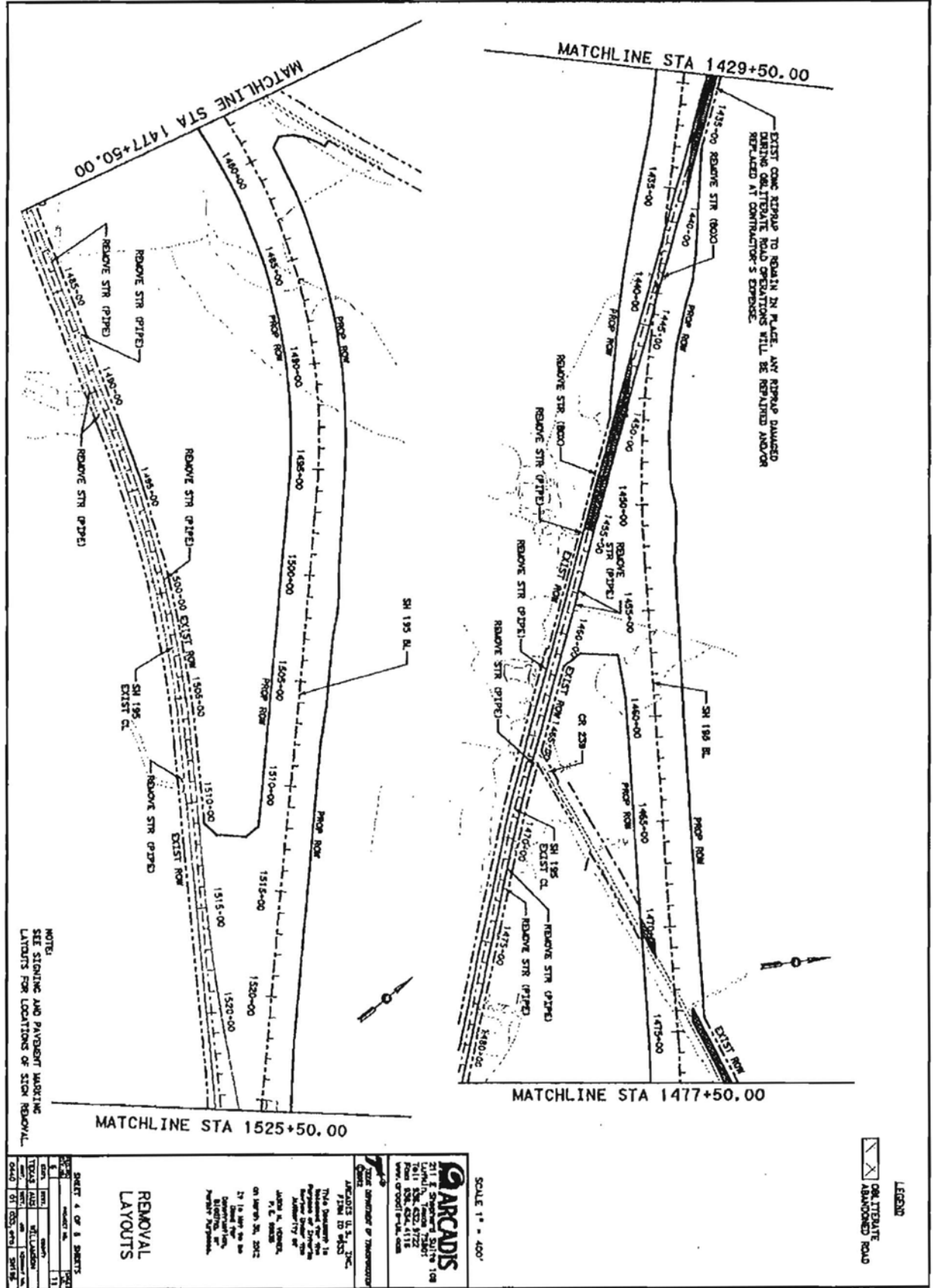
EXHIBIT

E

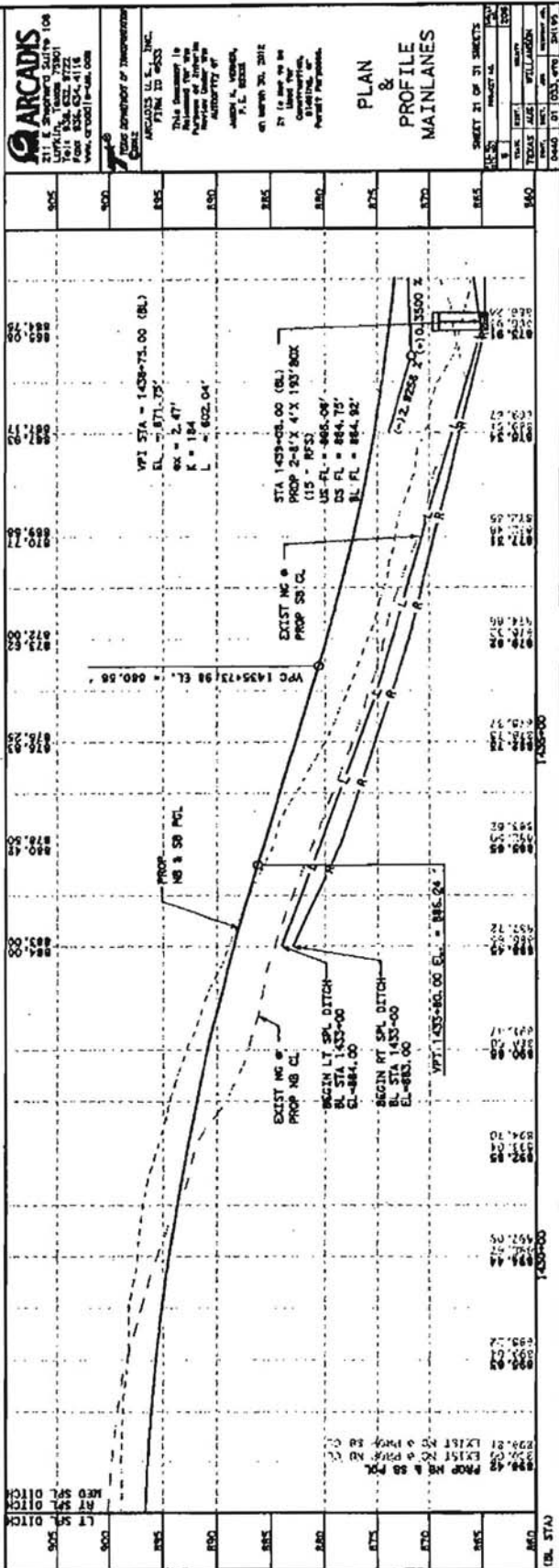
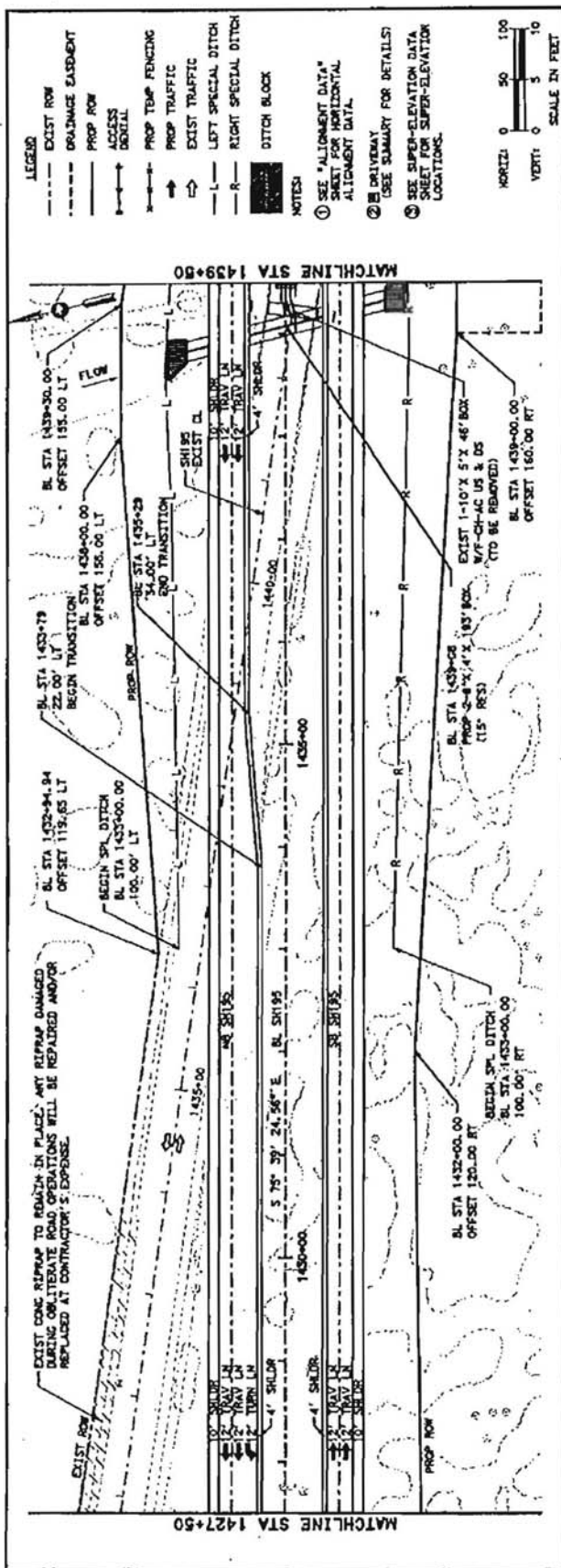
1/19/2012
C:\Users\TJ\Documents\151515\FB\PSSE\plan\general\plan\lay+3.dgn

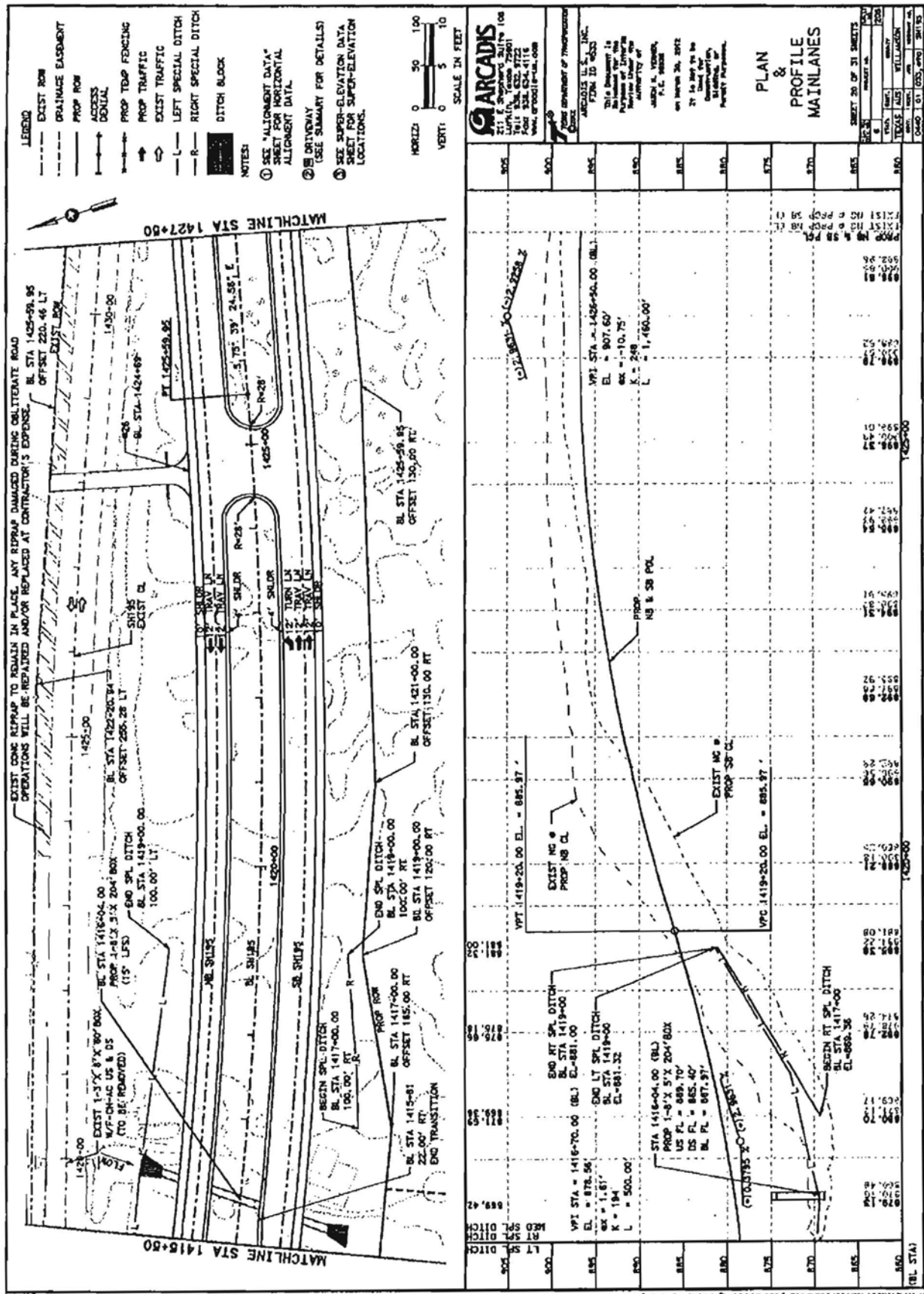


CEJ



C38 2/4





Parcel 220A
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, CHARLES E. SHELL and wife, CHERYL SHELL, 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 0.264 acres, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 220A).

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, sulphur and subsurface water, 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.

If any of Property purchased herein or the existing SH195 right of way adjacent to the remaining property of Seller is determined by the State of Texas to be surplus property and Williamson County or any other political subdivision waives its right to purchase the right of way, then the State shall offer any such surplus property to the Seller, its successors or assigns, for repurchase according to the terms and provisions set out in Chapter 202, Subchapter B of the Texas Transportation Code and Title 43, Chapter 21 of the Texas Administrative Code which are in place at the time of the surplus determination.

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:

Charles E. Shell

Cheryl Shell

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Charles E. Shell and Cheryl Shell, 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: