

**REAL ESTATE CONTRACT**

SH 195 Right of Way—Parcels 208 (Parts 1 & 2)/208E

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between D & M DAVIS LAND & CATTLE, L.P., (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 those certain two tracts of land containing a total of 21.430 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 208 Parts 1 & 2**); and

Drainage Easement interest in and to that certain tract of land containing 0.245 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 "B", attached hereto and incorporated herein (**Parcel 208E**);

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 Drainage Easement interest in and to the Property described in Exhibit "B", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property, and for and damages or reconfiguration to the remaining property of

Seller, shall be the sum of SIX HUNDRED NINETY FIVE THOUSAND and 00/100 Dollars (\$695,000.00).

2.01.1 In connection with a Possession and Use Agreement previously executed by the parties to this transaction and recorded in Document No. 2013027392, Purchaser has paid Seller the amount of \$491,375.00, which amount was agreed to be credited or offset against any total purchase price or condemnation award for the acquisition of the Property. Therefore, the remaining amount of the Purchase Price now due and owing from Purchaser for the Property shall be the sum of \$203,625.

#### Payment of Purchase Price

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

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

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

#### Miscellaneous Conditions

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property described in Exhibits "A & B" 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 20, 2015, 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 Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and duly executed and acknowledged Drainage Easement conveying such interest to the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Drainage Easement to the State of Texas shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:



- (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.



**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

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

**SELLER:**

D & M DAVIS LAND & CATTLE, L.P.

By: [Signature]

Its: [Signature]

Date: 11/10/15

Address: 3801 Bakewell Dr  
Arlington, Texas 76010



**PURCHASER:**

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: 11-20-2015

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626

EXHIBIT A

County: Williamson  
Highway: SH 195  
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138  
ROW CSJ: 0440-01-036

Legal Description Parcel 208

BEING a 21.430 acre (933,490) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 21.430 acre tract of land is out of and part of Tract One a called 14.57 acre tract and Tract Two a called 238.28 acre tract as conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of the Official Public Records of Williamson County, Texas, said 21.430 acre tract of land is further described by metes and bounds as follows:

PART 1

COMMENCING at a calculated point in the existing west right of way line of State Highway 195 (SH 195), said point being the southeast corner of said 14.57 acre tract, said point is located 435.80 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1312+41.80;

THENCE South 62° 25' 45" West along the south line of the said 14.57 acre tract for a distance of 312.97 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1312+78.58;

1. THENCE South 62° 25' 45" West continuing with the south line of the said 14.57 acre tract for a distance of 294.93 feet to a TxDOT Type II concrete monument set in the proposed west right of way line of SH 195 for the southwest corner of the 14.57 acre tract and for an exterior corner of the aforementioned 238.28 acre tract, said monument is located 167.88 feet right of Proposed SH 195 Baseline Station 1313+13.23;
2. THENCE North 20° 36' 30" West along the proposed west right of way line of SH 195 and with the common line of the 14.57 acre tract and the 238.28 acre tract for a distance of 1788.03 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 161.19 feet right of Proposed SH 195 Baseline Station 1295+25.21;

3. THENCE North 69° 24' 49" West continuing with the proposed west right of way line of SH 195 for a distance of 78.41 feet to a TxDOT Type II concrete monument set for an angle point, said monument is 220.00 feet right of Proposed SH 195 Baseline Station 1294+73.35;
4. THENCE South 69° 10' 38" West continuing with the proposed right of way line of SH 195 for a distance of 405.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 625.00 feet right of Proposed SH 195 Baseline Station 1294+73.35;
5. THENCE North 20° 49' 22" West continuing with the proposed right of way line of SH 195 for a distance of 19.41 feet to a TxDOT Type II concrete monument set at the intersection of the proposed west right of way line of SH 195 and the existing south right of way line of County Road No. 241 (C. R. 241), said monument is located 625.00 feet right of Proposed SH 195 Baseline Station 1294+53.99;
6. THENCE North 69° 38' 45" East along the existing south right of way line of C. R. No. 241 for a distance of 557.52 feet to a calculated point at the intersection of the existing south right of way line of C. R. 241 and the existing west right of way line of SH 195;
7. THENCE South 36° 35' 02" East along the existing west right of way line of SH 195 for a distance of 708.69 feet to a TxDOT Type II concrete monument set at the intersection of the existing west right of way line of SH 195 and the proposed east right of way line of SH 195, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1301+40.60;
8. THENCE South 20° 49' 22" East along the proposed east right of way line of SH 195 for a distance of 1137.98 feet to the POINT OF BEGINNING, said described tract containing 475,755 square feet or 10.922 acres, more or less.

#### PART 2

COMMENCING at a point calculated for the northwest corner of the above referenced 75.47 acre tract and for the southwest corner a 28.34 acre tract of land conveyed by Artie L. Hilliard, Jr. and spouse, Laura A. Hilliard, to Tommy W. Morrow and spouse, Ann M. Morrow, by deed recorded November 15, 1995 as Document No. 9551716 of the Official Records of Williamson County, Texas, said point is located 417.13 feet right of Proposed SH 195 Baseline Station 1364+86.89;

THENCE North 53° 33' 38" East along the common line of 28.34 acre tract and the 75.47 acre tract for a distance of 111.70 feet to a 5/8" iron rod with a TxDOT aluminum cap set, said rod being set in the proposed west right of way line SH 195 for the POINT OF



BEGINNING of the herein described parcel, said rod is located 305.74 feet right of Proposed SH 195 Baseline Station 1364+94.44;

1. THENCE North  $53^{\circ} 33' 38''$  East continuing with the common line of the 75.47 acre tract and the 28.34 acre tract for a distance of 437.11 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the proposed east right of way line of SH 195, said rod is located 130.00 feet left of Proposed SH 195 Baseline Station 1365+28.34;
2. THENCE along the proposed east right of way line of SH 195, in a southeasterly direction and with a curve turning to the left for an arc distance of 741.91 feet, said curve has a radius of 3689.72 feet, a delta angle of  $11^{\circ} 31' 14''$ , a chord bearing of South  $47^{\circ} 00' 19''$  East, and a chord distance of 740.66 feet to a TxDOT Type II concrete monument set for the point of tangency of said curve, said monument is located 130.00 feet left of Proposed SH 195 Baseline Station 1372+96.39;
3. THENCE South  $47^{\circ} 15' 10''$  East continuing with the proposed east right of way line of SH 195 for a distance of 104.09 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet left of Proposed SH 195 Baseline Station 1374+00.00;
4. THENCE South  $52^{\circ} 45' 56''$  East continuing with the proposed east right of way line of SH 195 for a distance of 400.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet left of Proposed SH 195 Baseline Station 1378+00.00;
5. THENCE South  $57^{\circ} 34' 45''$  East continuing with the proposed east right of way line of SH 195 for a distance of 476.68 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 160.00 feet left of Proposed SH 195 Baseline Station 1382+75.00;
6. THENCE South  $52^{\circ} 45' 56''$  East continuing with the proposed east right of way line of SH 195 for a distance of 45.10 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the southeast line of the 75.47 acre tract and in the northwest line of a 300.24 acre tract of land conveyed by Edward H. Ferguson and Theresa Ferguson Webb, Independent Executor of the Estate of Etoyle L. Ferguson, Deceased to Edward H. Ferguson and Theresa F. Webb by deed recorded June 5, 2001 as Document No. 2001039227 of said Official Public Records, said rod is located 160.00 feet left of Proposed SH 195 Baseline Station 1383+20.10;
7. THENCE South  $58^{\circ} 50' 12''$  West along the common line of the 75.47 acre tract and the 300.24 acre tract for a distance of 63.70 feet to a calculated angle point;

8. THENCE South  $59^{\circ} 25' 04''$  West continuing with said common line for a distance of 286.70 feet to a TxDOT Type II concrete monument set in the proposed west right of way line of SH 195 and for an angle point of the 75.47 acre tract, said monument is located 164.71 feet right of Proposed SH 195 Baseline Station 1381+88.39;
9. THENCE North  $39^{\circ} 24' 53''$  West along the proposed west right of way line of SH 195 for a distance of 193.62 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1380+00.00;
10. THENCE North  $52^{\circ} 45' 56''$  West continuing with the proposed west right of way line of SH 195 for a distance of 500.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1375+00.00;
11. THENCE North  $55^{\circ} 34' 38''$  West continuing with the proposed west right of way line of SH 195 for a distance of 203.86 feet to a TxDOT Type II concrete monument set for the beginning of a curve to the right, said monument is located 130.00 feet right of Proposed SH 195 Baseline Station 1372+96.39;
12. THENCE in a northwesterly direction continuing with the proposed west right of way line of SH 195 along a curve turning to the right for an arc distance of 725.26 feet, said curve has a radius of 3949.72 feet, a delta angle of  $10^{\circ} 31' 15''$ , a chord bearing of North  $47^{\circ} 30' 19''$  West, and a chord distance of 724.24 feet, to a TxDOT Type II concrete monument set for the end of said curve, said monument is located 130.00 feet right of Proposed SH 195 Baseline Station 1365+95.00;
13. THENCE North  $82^{\circ} 30' 42''$  West continuing with the proposed west right of way line of SH 195 for a distance of 76.70 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 180.00 feet right of Proposed SH 195 Baseline Station 1365+39.11;
14. THENCE South  $54^{\circ} 07' 15''$  West continuing with the proposed west right of way line of SH 195 for a distance of 129.52 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 308.94 feet right of Proposed SH 195 Baseline Station 1365+27.57;



15. THENCE North 35° 52' 39" West continuing with the proposed west right of way line of SH 195 for a distance of 35.94 feet to the POINT OF BEGINNING, said described tract containing 457,735 square feet or 10.508 acres of land, more or less.

PARCEL SUMMARY

Part 1 = 475,755 square feet = 10.922 acres  
Part 2 = 457,735 square feet = 10.508 acres  
Total = 933,490 square feet = 21.430 acres

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.

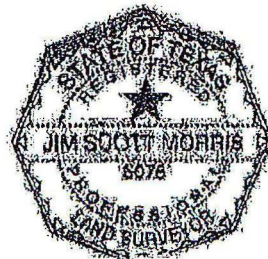
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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 2004 to February 2007.

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





- LEGEND**
- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
  - FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
  - CONCRETE MONUMENT SET (TXDOT TYPE 11)
  - FOUND 1/2" IRON ROD UNLESS NOTED
  - 5/8" IRON ROD SET WITH TXDOT
  - ALUMINUM CAP (UNLESS NOTED)
  - CALCULATED POINT
  - 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
  - PROPOSED R.O.W. LINE
  - R.O.W. RIGHT OF WAY
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - CHB CHORD BEARING
  - CDL CHORD DISTANCE
  - B.L. BUILDING SETBACK LINE (PER PLAT)
  - N.T.S. NOT TO SCALE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.C.O.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

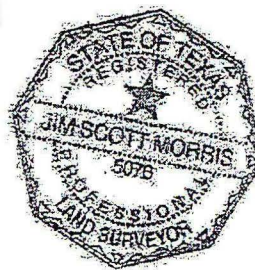
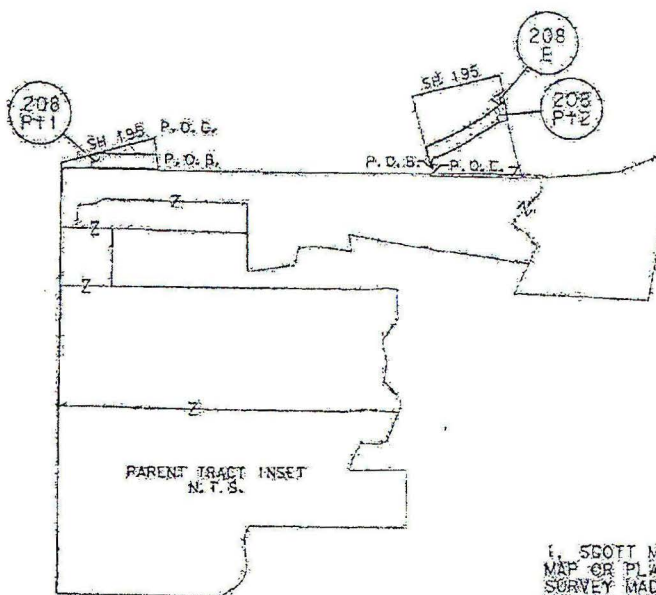


EXHIBIT A

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* 5-9-2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

**NOTES:**

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS T27 & T10 A828377, AUSTIN RAP (PID A895370 AND GEORGETOWN (PID B880931). 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.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
					LEFT		RIGHT	
	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
208 PART 1	252.85	11,014,145	10.922	475,755	4.060	176,841	237.858	10,361,558
208 PART 2	75.47	3,287,473	10.508	457,735	39.201	1,707,614	25.760	1,122,124

**TEXAS DEPARTMENT OF TRANSPORTATION**  
©2004

**RIGHT OF WAY PLAT**  
SHOWING PROPERTY OF  
D & M DAVIS LAND & CATTLE, L.P.  
PARCEL 208  
PARTS 1 & 2

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ROW CSW NO. 0440-DL-036  
STATE HIGHWAY 895 WILLIAMSON COUNTY, TEXAS

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

MATCHLINE STA. 8+00.00 (SEE PAGE 8)

JOHN HAMILTON  
SURVEY A-282

D. & M. DAVIS  
LAND & CATTLE L.P.  
238.28 ACRES, TRACT 61  
DOC. 2002012808  
M.C.O.P.R.  
FEBRUARY 20, 2002

WILLIAM HEMPHILL SURVEY A-283

TJS PROPERTIES, LLP  
CALLED 224.434 ACRES  
DOCUMENT NO. 2002028887  
M.C.O.P.R.  
MARCH 16, 2002

208  
PT. I

PROPOSED R.O.W.  
STA. 1294+53.99  
N 20°49'22" W  
19.41'  
STA. 1294+73.99  
S 69°10'38" W 405.00'  
EXISTING R.O.W. LINE N 69°38'45" E 557.52'

NOTICE OF DISPENDS  
CALLED & TO AORE EASTERN (EXHIBIT A)  
DOCUMENT NO. 200209024  
M.C.O.P.R.  
DECEMBER 12, 2005

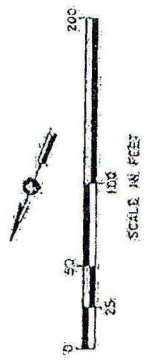


EXHIBIT A

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D & M DAVIS LAND & CATTLE, L.P.  
PARCEL 208 PT I

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ROW CSJ NO. 0440-01-036  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

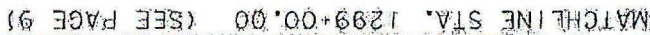
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379  
(281) 379-6588

SCALE: 1"=100' MAY 9, 2007



WILLIAM HEMPILL SURVEY A-283



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D & W DAVIS LAND & CATTLE, L.P.  
PARCEL 208 PFI

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ROW 553 NC 0440-91-036

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

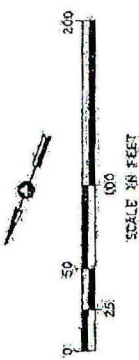
RODS SURVEYING INC.

5810 LEE ROAD,  
SPRING, TX 77379

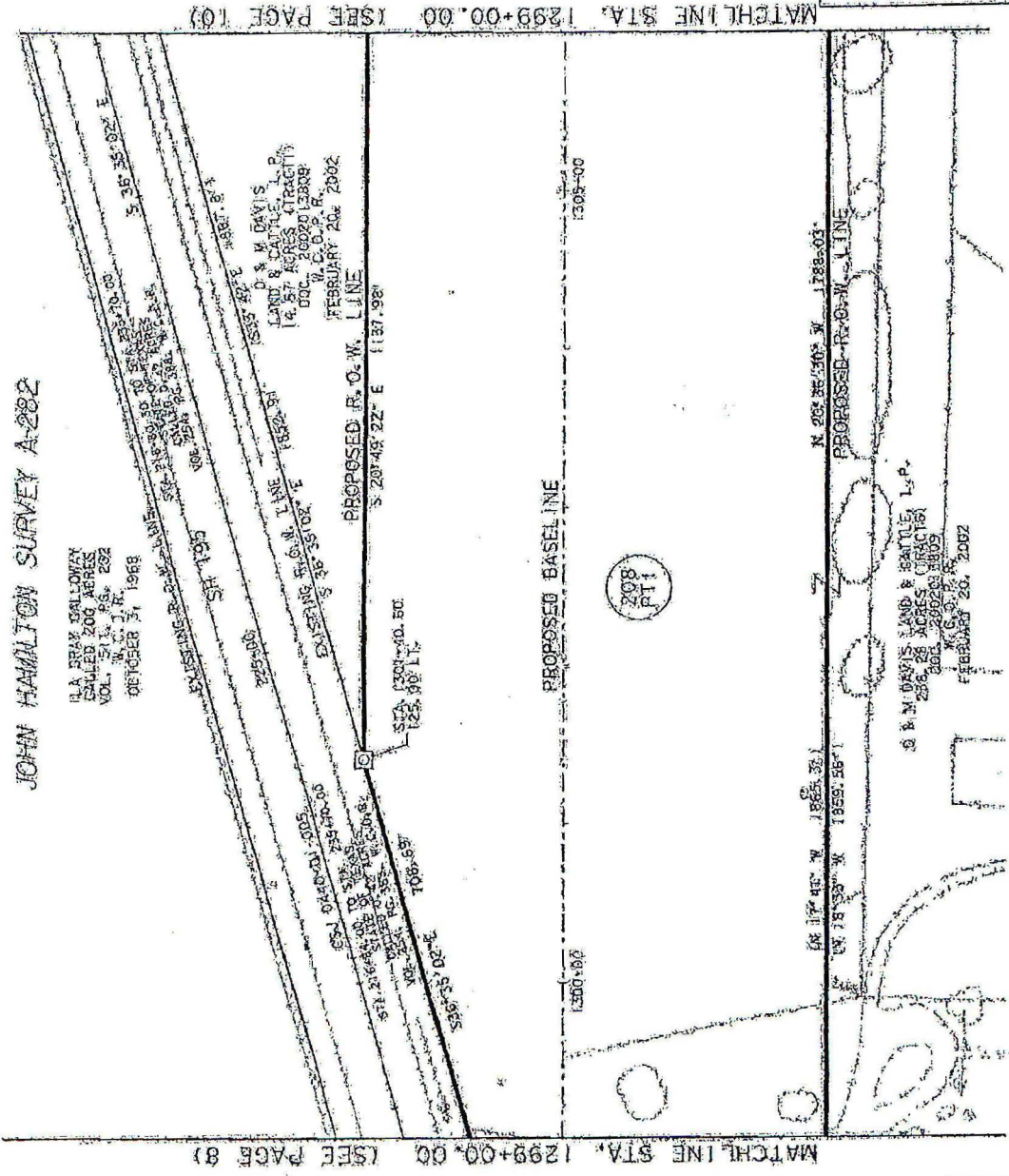
(281) 375-8388

SCALE: 1"=100' NAY B, 2007





# EXHIBIT A



JOHN HAMILTON SURVEY A-202

PLA BRAN GALLOWAY  
CALLED 200 ACRES  
VOL. 511, PG. 232  
W. C. J. R.  
OCTOBER 31, 1968

MATCHLINE STA. 1299+00.00 (SEE PAGE 8)

MATCHLINE STA. 1299+00.00 (SEE PAGE 10)

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D & M DAVIS LAND & CATTLE, L.P.  
PARCEL 208 PT 1

PAGE 9 OF 13

BSW CSJ NO. 0440-D1-C35  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

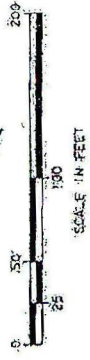
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

12817 879-6388

SCALE: 1"=100' MAY 9, 2007

JOHN HAMILTON SURVEY A-282



LEE IRON KNIGHT  
RESIDUAL OF  
187.15 ACRES TRACT  
VOL. 1780A, PGS. 239  
MAN 17x 1989

P.O.C.  
PARCEL 208 PART I  
STA. 1306+00.00  
335.80' CL

P.O.C.  
PARCEL 208 PART I  
STA. 1306+00.00  
122.00' CL

D & M DAVIS LAND & CATTLE, L.P.  
1.25 ACRES TRACT 11  
VOL. 2002013209  
MAN 17x 2002  
FEBRUARY 20, 2002

S 20° 49' 22" E 155.98'  
PROPOSED R.O.W.

NOTICE OF LIES PERMITS  
CALLED 1,000 ACRES TRACT 11  
DOCUMENT NO. 2002013209  
MAN 17x 2002  
DECEMBER 12, 2005

PROPOSED BASELINE

(208  
PTI)

PROPOSED R.O.W.

MATCHLINE STA. 1306+00.00 (SEE PAGE 9)

EXHIBIT A

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D & M DAVIS LAND & CATTLE, L.P.  
PARCEL 208 PART I

PAGE 10 OF 13

ROM CSJ NO. 0470-01-036  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TX  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MAY 9, 2007

D & M DAVIS LAND & CATTLE, L.P.  
208.23 ACRES TRACT 11  
VOL. 2002013209  
MAN 17x 2002  
FEBRUARY 20, 2002



EXHIBIT A

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D. & M. DAVIS LAND & CATTLE, L. P.  
PARCEL 208 PART 2

PAGE 14 OF 13

FORM 150 NOV. 0742-01-036

STATE HIGHWAY 195 PULFANSON COUNTY, TEXAS.

ROD'S SURVEYING, INC.

6810 LEE ROAD  
SPRING, TX 77579

(281) 579-6388

SCALE: 1" = 100' MAY 9, 2007

JOHN HAMILTON SURVEY A-282

D. & M. DAVIS LAND & CATTLE, L.P.  
235-28 ACRES TRACT 61  
DOC. 2002013809  
W.C.G.P. F.  
FEBRUARY 20, 2002

TORRY W. MORROW AND  
WIFE ANN M. MORROW  
CALLED 28-34 ACRES  
DOCUMENT NO. 9551716.  
M.C.O.R.  
NOVEMBER 15, 1995

D & M. DAVIS LAND & CATTLE  
238.20 ACRES TRACT 69  
DOC. 2002013809  
W. G. R. R.  
FEBRUARY 20, 2002  
L. P.

P. O. B.  
PARCEL 208 PTZ  
STAG 1364-9A-44  
305.74-R.

P.O.C. PARCEL 208 PT2  
STA 1364+66.89  
417-13-RT

MATCHLINE STA. 1371+00.00 (SEE PAGE 12)

PROPOSED R. O. W. LINE

PROPOSED BASELINE

PROPOSED R. O. W. LINE

CA=10° 31' 15"  
R=3949.720  
L=125.25°  
CHB-N47°30'19"W  
CHD=724.24

STA: 1355+95.00  
150.00 ST.

STA. 1365+29.11  
190+60 RT.

S 54° 07' 15" W  
128.62

ST A. 1565-27-52

○

PARCEL 208 PT  
STA: 1364+94  
305.74 RT.

208 BT2  
 P. O. C.  
 208 BT2

STA. 1364+86.89  
417.13 RT.

1

SCALE IN FEET

$CA=11.31^{\circ}$  124.2  
 $LR=3689.72$   
 $TL=741.91$   
 $CHB=547.00$  19  
 $CHQ=740.66$

208  
P12

1375.00

(SEE PAGE 12)

mssclenthercodis 017V017-10936-005 35 195-3Vcod+395StardcelSVm195+11+20Pr08m12-Q1.cdn

DATE: 5-20-2007 TIME: 9:58:08 AM



SCALE IN FEET.

200

100

50

25

0

MATCHLINE STA. 1371+00.00 (SEE PAGE 13)

RIGHT OF WAY PLAT

# JO ALBERTSON PROPERTY OF

PARCEL 208 PT.2

PAGE 12 OF 13

ROW ESJ NO: 0A40-01-033

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING, INC.

ESBID; LEE ROAD SPRING, TX 77379

(1281): 379-6388

SCALE: 1" = 1.00' MAY 9, 2007





EXHIBIT B

County: Williamson  
Highway: SH 195  
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138  
ROW CSJ: 0440-01-036

Legal Description Parcel 208E

BEING a 0.245 acre (10,657 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 0.245 acre tract is out of and a part of a 75.47 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of the Official Public Records of Williamson County, said 0.245 acre tract is further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the existing southeast right of way line of State Highway 195 (SH 195) for the east corner of the said 75.47 acre tract and for the north corner of a 300.24 acre tract of land conveyed by Edward H. Ferguson and Theresa Ferguson Webb, Independent Executor of the Estate of Etoyle L. Ferguson, Deceased to Edward H. Ferguson and Theresa F. Webb by deed recorded June 5, 2001 as Document No. 2001039227 of said Official Public Records, said rod is located 818.84 feet left of Proposed SH 195 Baseline Station 1385+82.45;

THENCE South 59° 52' 15" West along the common line of the said 300.24 acre tract and the 75.47 acre tract for a distance of 176.76 feet to a point for corner;

THENCE South 58° 28' 38" West continuing with said common line for a distance of 289.70 feet to an angle point for corner;

THENCE South 58° 50' 12" West continuing with said common line for a distance of 124.42 feet to a point calculated for the east corner and POINT OF BEGINNING of the herein described, said point is located 270.00 feet left of Proposed SH 195 Baseline Station 1383+63.65;

1. THENCE South 58° 50' 12" West continuing with said common line for a distance of 118.31 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set, said rod being set in the proposed northeast right of way line of SH 195 for the south corner of the herein described, said rod is located 160.00 feet left of Proposed SH 195 Baseline Station 1383+20.10;



EXHIBIT B

2. THENCE North  $52^{\circ} 45' 56''$  West along the proposed northeast right of way line of SH 195 for a distance of 45.10 feet to a TxDOT Type II concrete monument set for the most westerly corner of the herein described said monument is located 160.00 feet left of Proposed SH 195 Baseline Station 1382+75.00;
3. THENCE North  $08^{\circ} 37' 26''$  East along the northwest line of the herein described for a distance of 125.30 feet to a point for corner, said point is located 270.00 feet left of Proposed SH 195 Baseline Station 1382+15.00;
4. THENCE South  $52^{\circ} 45' 56''$  East along the northeast line of the herein described for a distance of 148.65 feet to the POINT OF BEGINNING, said described tract containing 10,657 square feet or 0.245 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID 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.

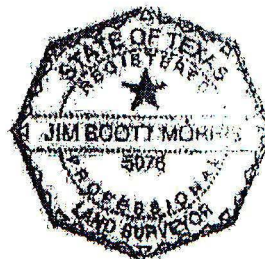
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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 February 2007.

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



DATE: 5/27/2007 TIME: 0657:49 EDT

SCALED 1"=100' MAY 9, 2007

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 & TPIQ AB28371, AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM10931). 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.



PROJECT: 0600012 017-017-00000-000 SH 195 Right-of-Way Plat A-282-01.dgn

DATE: 5/9/2007 TIME: 8:57:41 AM

# JOHN HAMILTON SURVEY A-282

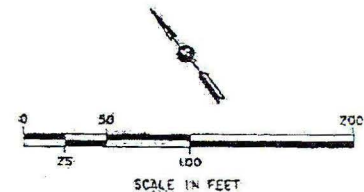
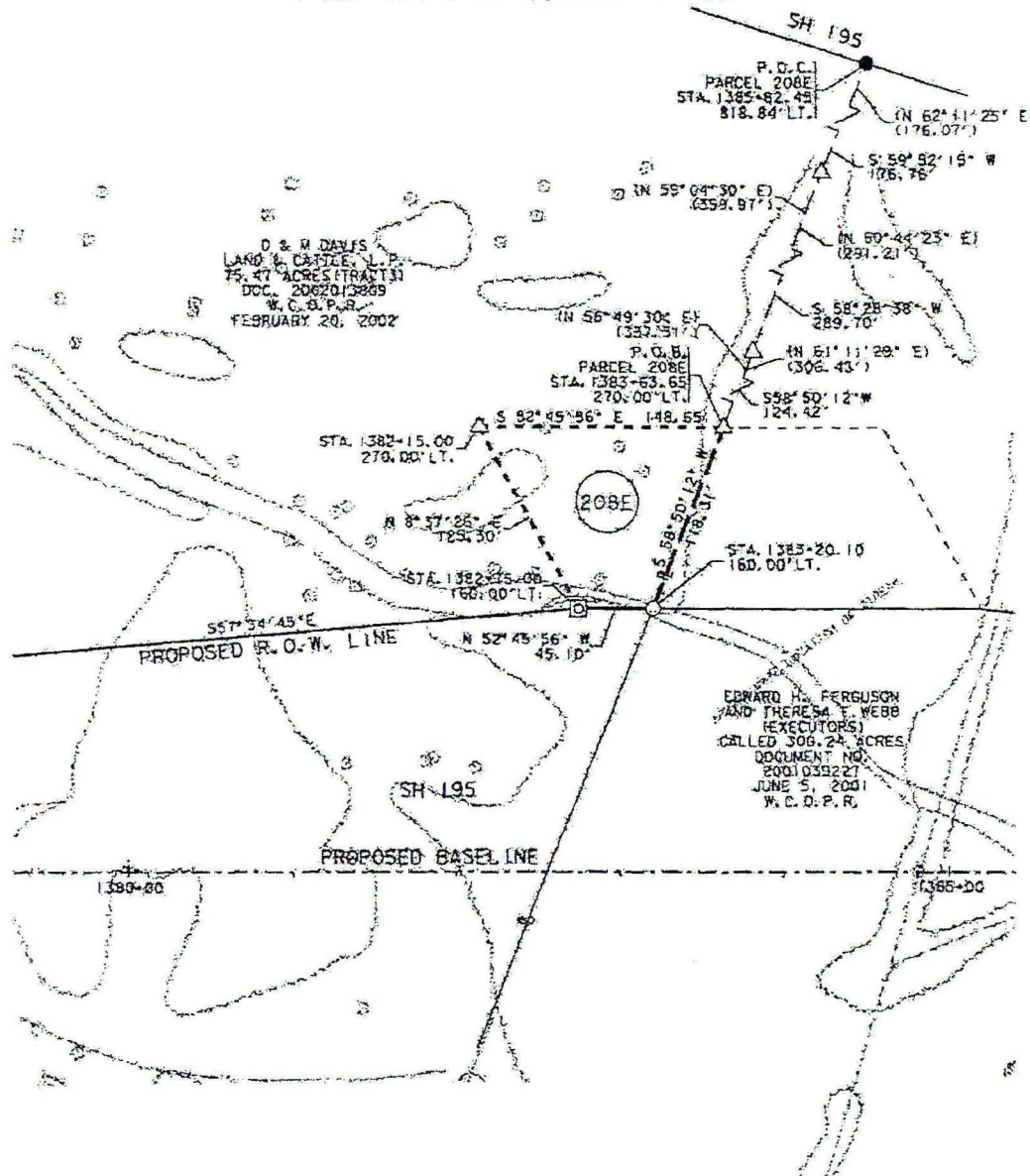


EXHIBIT B

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
D & M DAVIS LAND & CATTLE, L.P.  
PARCEL 208E  
PAGE 4 OF 4  
ROW CSJ NO. 0440-01-036  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MAY 9, 2007



# EXHIBIT "C"

Parcel 208 (P1 & 2)

## DEED

State Highway 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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

That D & M DAVIS LAND & CATTLE, L. P., 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, the 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 that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of those certain two tracts of land containing a total of 21.430 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 208 Parts 1 & 2)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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 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 State of Texas 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 property 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 Grantor does hereby bind itself, its 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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

D & M DAVIS LAND & CATTLE, L.P.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, 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 78664

**GRANTEE'S MAILING ADDRESS:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35  
Austin, Texas 78753

**AFTER RECORDING RETURN TO:**



## EXHIBIT "D"

## DRAINAGE EASEMENT

State Highway 195

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That D&M DAVIS LAND & CATTLE, L.P., and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by THE STATE OF TEXAS, acting by and through the Texas Transportation Commission, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.245 acre tract of land, more or less, being out of the John Hamilton Survey, Abstract No. 282, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 208E**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any additional easement or conflicting rights in the future within the premises covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

D&M Davis Land & Cattle, L.P.

By: \_\_\_\_\_

Its: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF TEXAS

§

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

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas