

REAL ESTATE CONTRACT

CR 119 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by VENTANA HILLS, LTD., a Texas limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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 3.6872 acre tract of land, more or less, out of the James Niell Survey, 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**); and

A Drainage Easement over and across all of that certain 0.256 acre tract of land, more or less, out of the James Niell Survey, 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 7E**)

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 public 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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of NINETY THOUSAND and 00/100 Dollars (\$90,000.00).

Payment of Purchase Price

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

Additional Consideration

2.03. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct two (2) asphalt driveway connections between the proposed County Road 119 roadway improvements and the remaining property of Seller, with one such driveway to be constructed to the West of and adjacent to the planned CR119 and the other such driveway to be constructed to the East of and adjacent to the planned CR119. The driveways will be constructed as part of and concurrently with the CR 119 construction project, will be constructed to all standards in order to be accepted as a road maintained by the county, shall match any existing or planned subdivision or access roadway widths serving the remainder property, shall not be located within the boundaries of Parcel 7E, and shall be located at those approximate locations identified in Exhibit "E" attached hereto, subject however to final location approval by the Williamson County Engineer or his designated agent, such approval not to be unreasonably withheld, conditioned or delayed. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph. Purchaser and Seller agree and acknowledge that the terms and provisions of this Section 2.03 shall survive Closing and Purchaser shall have any and all remedies at law and in equity with respect to the provisions of this Section 2.03.

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.

Purchaser's Covenants

3.03 Disclaimer of Warranties. Purchaser is acquiring the Property "AS IS" with all faults and defects. Except as specifically stated in this Contract, Seller hereby specifically disclaims any representation or warranty, oral or written, including, but not limited to those concerning (i) the nature and condition of the Property and the suitability of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, except for any warranties contained in the Deed, and (iii) the compliance of the

Property or its operation with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Purchaser shall have full opportunity during the Review Period to determine for itself the condition of the Property. Purchaser expressly acknowledges that Seller does not reside, and Seller has not resided for any extended period of time, on the Property. The sale of the Property as provided for herein is made on an "AS IS" basis, and Purchaser expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF THE PROPERTY, ANY IMPROVEMENTS, ANY PERSONALTY, OR SOIL, WATER, AIR OR OTHER ENVIRONMENTAL CONDITIONS. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT. PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS, BROKERS OR CONTRACTORS. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

3.04. Release of Claims. Without limiting the provisions of Section 3.03 above, and except for the warranties and representations made by Seller herein and/or in the Deed, PURCHASER RELEASES SELLER AND ITS RESPECTIVE EMPLOYEES, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL CLAIMS (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (A) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS UPON THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS SECTION 3.04 SPECIFICALLY INCLUDES WITHOUT LIMITATION ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS (AS DEFINED BELOW), UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12101 ET SEQ., OR WITH RESPECT TO ANY ENVIRONMENTAL RISK (AS DEFINED BELOW). "**Environmental Laws**" means all laws (federal, state, local or foreign) relating to pollution or the environment or relating to public health, welfare, or safety, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the

Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, any common law, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Contract. An “**Environmental Risk**” means any risk of liability under Environmental Laws, including without limitation, (a) the presence, release, or discharge of asbestos; (b) the presence, release, or discharge of any “hazardous substance,” “hazardous waste,” “hazardous materials,” “pollutants,” or “contaminants” (as defined by any Environmental Laws); and (c) the presence, release, or discharge of any petroleum substance or petroleum product. IT IS SPECIFICALLY INTENDED BY SELLER AND PURCHASER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING SELLER, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE).

3.05. Disclaimer of Reliance. Purchaser, being a sophisticated Purchaser of real estate, and being represented by capable legal counsel, HEREBY DISCLAIMS RELIANCE on any representations of Seller, other than those specific representations contained in Article IV below.

3.06. Incorporation Into Deed. It is agreed and understood that the terms and provisions of Sections 3.03 and 3.04 shall expressly survive the Closing and not merge therein and shall be included in the Deed to be delivered by Seller to Purchaser at Closing.

3.07. Purchaser’s Indemnity. To the extent allowed by law, Purchaser agrees to indemnify and hold the Seller harmless of and from any and all liabilities, claims, demands and expenses of any kind or nature arising or accruing both prior and subsequent to the Closing of the Property and which are in any way related to Purchaser’s activities (or the activities of Purchaser’s agents or representatives) on the Property, and all expenses related thereto, including, without limitation, court costs and attorneys’ fees, except for liabilities, claims, demands and expenses which relate to Seller’s representations and warranties.

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 current actual knowledge:

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 17th, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", both free and clear of any and all liens, except for the following:

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

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted 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 at Purchaser's expense;
- (b) 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".
- (c) 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, any endorsements thereto, 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 Purchaser shall promptly deliver the amount of \$500 to Seller as liquidated damages for any failure by Purchaser, and this Contract shall terminate and be of no further force or effect. Nothing in this Article VII shall preclude or nullify any other express remedy provided in this Contract.

**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 Williamson County, Texas which date is indicated beneath the County Judge's signature below.

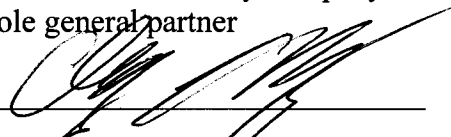
Counterparts

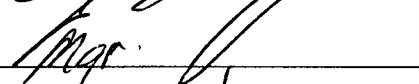
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

VENTANA HILLS, LTD.,
a Texas limited partnership

By: White Bluff Development, LLC
A Texas limited liability company
Its sole general partner

By:  _____

Its:  _____

Date: 6/29/15

Address: 10829 Jollyville Rd.
Austin, TX 78759

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 7
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 3.6872 ACRE (160,615 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES NIELL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.895 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VENTANA HILLS, LTD., AND RECORDED IN DOCUMENT NUMBER 2007068155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.6872 ACRE (160,615 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 67+59.87, being on the south line of said 57.895 acre tract, same being the north line of a called 101.8 acre tract, Tract 2, described in a Deed of Gift to Gary M. Olander, et al, recorded in Document Number 9828013 Official Records Of Williamson County, Texas (O.R.W.C.TX.), said point also being in the proposed curving west right-of-way line of C.R. 119, and the **POINT OF BEGINNING** and the southwest corner of the tract described herein, from which a 1/2-inch iron pipe found for the southwest corner of said 57.895 acre tract and the northwest corner of said 101.8 acre tract bears S 68°21'55" W, a distance of 864.97 feet;

1) **THENCE**, with the said proposed curving west right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract, being a curve to the right, an arc distance of 1,331.98 feet, through a central angle of 29°48'40", having a radius of 2,560.00 feet, and a chord that bears N 43°43'40" W, a distance of 1,317.00 feet, to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 80+60.63, being in a north line of said 57.895 acre tract, same being the southeast line of a called 100.98 acre tract of land described in a Warranty Deed to Richard D. Kruger and Richard H. Kruger, recorded in Document No. 9838805, O.R.W.C.TX., for the northwest corner of the tract described herein, from which a 1/2-inch iron rod found for an interior ell corner of said 57.895 acre tract and the southwest corner of said 100.98 acre tract bears S 68°41'13" W, a distance of 21.96 feet;

2) **THENCE** N 68°41'13" E, with the common line of said 57.895 acre tract and said 100.98 acre tract, a distance of 121.09 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 80+44.42, being in the proposed curving east right-of-way line of C.R. 119, also being the northeast corner of the tract described herein, from which a 1/2-inch iron found for the northeast corner of said 57.895 acre tract and the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

THENCE, with the proposed curving east right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract, the following two (2) courses and distances numbered 3-4:

3) being a curve to the left, an arc distance of 1,318.35 feet, through a central angle of 30°57'27", having a radius of 2,440.00 feet, and a chord that bears S 44°40'21" E, a distance of 1,302.38 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 right of E.C.S. 66+93.64, and

4) S 60°09'04" E, a distance of 26.99 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 right of E.C.S. 66+66.66, being in the common line of said 57.895 acre tract and said 101.8 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found for the southeast corner of said 57.895 acre tract and the northeast corner of 101.8 acre tract bears N 68°21'55" E, a distance of 939.49 feet;

5) **THENCE** S 68°21'55" W, with the common line of said 57.895 acre tract and said 101.8 acre tract, a distance of 152.22 feet to the **POINT OF BEGINNING**, and containing 3.6872 acres (160,615 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

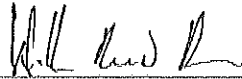
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

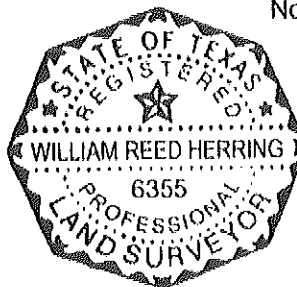
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 2014 A.D.

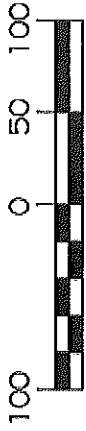
SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



MATCH LINE SHEET 4 OF 4



GRAPHIC SCALE
SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C.TX.

C1

PROPOSED R.O.W.

70+00

C.R. 119 ENGINEER'S CENTERLINE

7

GARY M. OLANDER, ET AL
CALLED 101.8 ACRES
(TRACT 2)
DOC. NO. 9828013
O.R.W.C.TX.

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 75+74.71
D = 38' 49' 39.01" (RT)
D = 2' 17' 30.59"
L = 1,694.17'
T = 881.06'
R = 2,500.00'
PC STA 66+93.64
PT STA 83+87.81

JAMES NIELL
SURVEY, A-477

PROPOSED R.O.W.

PROPOSED
DRAINAGE
EASEMENT

SEE
DETAIL "A"

N68°21'55"E
939.49' E
(N71°E 708 VARAS)

P.O.R.

65+00

PC STA 66+93.64

60°09'04"E

N 60°09'04"E

LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC"
- CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- P.L. RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°21'55"W	152.22'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	29°48'40"	2,560.00'	1331.98'	1317.00'	N43°43'40"W
C2	30°57'27"	2,440.00'	1318.35'	1302.38'	S44°40'21"E

PAGE 3 OF 4
REF. FIELD NOTE NO. 12863

FILE: X:\Bury Partners\CR 119\Survey\adgn\Sketches\Parcel 7-1.dgn



4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029
Texas Firm Registration No. 1006000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
VENTANA HILLS, LTD.
PARCEL 7

3.6872 AC. (160,615 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	29° 48' 40"	2,560.00'	1,331.98'	1,317.00'	N43° 43' 40" W
C2	30° 57' 27"	2,440.00'	1,318.35'	1,302.38'	S44° 40' 21" E

PROPOSED R.O.W.

C1

75+00

C.R. 119 ENGINEER'S CENTERLINE

7

PROPOSED R.O.W.

C2

80+00

STA 80+44.42

60.00' RT

8

VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C. TX.

JAMES NIELL
SURVEY, A-471

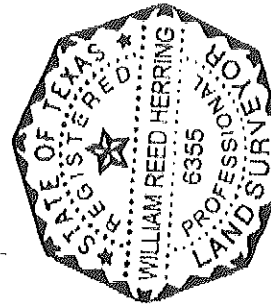
C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 75+74.71
D = 38° 49' 39.01" (RT)
D = 2° 17' 30.59"
L = 1,694.17'
T = 881.06'
R = 2,500.00'
P.C. STA 66+93.64
P.T. STA 83+87.81

DETAIL "B"

P.O.R.

STA 80+60.63
60.00' LT
S68° 41' 13" W
21.96' LT

NOT TO SCALE



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/5/2014

DATE



4801 Southwest Parkway
P.O. Box 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029
Texas Real Estate License No. 10064300

FILEX: \Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 7-2.dgn

REF. FIELD NOTE NO. 12863

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
VENTANA HILLS, LTD.
PARCEL 7
3.6872 AC. (160,615 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

P.O.R.

SEE
DETAIL "B"

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C. TX.

LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC"
- CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- P.R.W.C. TX.
- PUBLIC UTILITY EASEMENT
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N68° 41' 13" E	121.09'

EXHIBIT **B**

County: Williamson
Parcel No.: 7E
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION OF DRAINAGE EASEMENT 7E

DESCRIPTION OF A 0.256 ACRE (11,139 SQ.FT.) EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE JAMES NIELL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.895 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VENTANA HILLS, LTD., AND RECORDED IN DOCUMENT NUMBER 2007068155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.256 ACRE (11,139 SQ.FT.) EASEMENT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 57.895 acre tract, same being the northeast corner of a called 101.8 acre tract of land, Tract 2, described in a Deed of Gift to Gary M. Olander, et al, and recorded in Document Number 9828013 of the Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE S 68°21'55" W, with the common line of said 57.895 acre tract and said 101.8 acre tract, a distance of 939.49 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 66+66.66, being on the proposed east right-of-way line of C.R. 119;

THENCE, with the said proposed east right-of-way line of C.R. 119, through the interior of said 57.895 acre tract the following two (2) courses and distances lettered a-b:

- a) N 60°09'04" W, a distance of 26.99 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 66+93.64, for the beginning of a curve to the right, and
- b) with the curve to the right, an arc distance of 45.24 feet, through a central angle of 01°03'45", having a radius of 2,440.00 feet, and a chord that bears N 59°37'12" W, a distance of 45.24 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+40.00 for the **POINT OF BEGINNING** and the southwest corner of the easement described herein;

1) **THENCE**, continuing with the proposed east right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract and the curve to the right, an arc distance of 48.80 feet, through a central angle of 01°08'45", having a radius of 2,440.00 feet, and a chord that bears N 58°30'57" W, a distance of 48.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+90.00, for the northwest corner of the easement described herein,

THENCE, leaving the proposed east right-of-way of said C.R. 119, through the interior of said 57.895 acre tract the following three (3) courses and distances numbered 2-4:

- 2) N 32°03'26" E, a distance of 240.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+90.00, for the northeast corner of the easement described herein,
- 3) S 58°30'57" E, a distance of 44.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+40.00, for the southeast corner of the easement described herein, and
- 4) S 30°54'40" W, a distance of 240.00 feet to the **POINT OF BEGINNING**, and containing 0.256 acre (11,139 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

[illegible]

KNOW ALL MEN BY THESE PRESENTS:

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of October, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300


William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



PROPOSED
R.O.W. LINE

C.R. 119 ENGINEER'S CENTERLINE

PROPOSED
R.O.W. LINE

JAMES NIELL
SURVEY, A-477

50 0 25 50
GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N60° 09' 04" W	26.99'
L2	S58° 30' 57" E	44.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 03' 45"	2,440.00'	45.24'	45.24'	N59° 37' 12" W
C2	01° 08' 45"	2,440.00'	48.80'	48.80'	N58° 30' 57" W

GARY M. OLANDER, ET AL
CALLED 101.8 ACRES
(TRACT 2)
DOC. NO. 9828013
O.R.W.C. TX.



VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C. TX.

LEGEND

- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC"
- CAP SET UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ FENCE POST FOUND UNLESS NOTED
- ⊙ PK NAIL FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- () P.O.B. POINT OF BEGINNING
- () P.O.C. POINT OF COMMENCING
- () P.O.R. POINT OF REFERENCE
- () N.T.S. NOT TO SCALE
- () P.U.E. PUBLIC UTILITY EASEMENT
- P.R.W.C. TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TIME: 2:30:56 PM
DATE: 10/30/2014

FILE: X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 7E.dgn

PAGE 1 OF 3
REF. FIELD NOTE NO. 17870

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/30/2014
DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10084300

DRAINAGE EASEMENT SKETCH
PROPERTY OF
VENTANA HILLS, LTD.
PARCEL 7E
0.256 AC. (11,139 SQ. FT.)

EXHIBIT "C"

Parcel 7

DEED

County Road 119 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 VENTANA HILLS, LTD., a Texas limited partnership, 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 WILLIAMSON COUNTY, TEXAS, 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 that certain 3.6872 acre tract of land located in the James Niell Survey, Abstract No. 477 in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**the "Property"**)

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 Property 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 Williamson County, 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 CR 119, 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 Williamson County, 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 Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS CONVEYANCE IS MADE ON AN "AS IS," "WHERE IS" AND, "WITH ALL FAULTS" BASIS. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF THE PROPERTY, ANY IMPROVEMENTS, ANY PERSONALTY, OR SOIL, WATER, AIR OR OTHER ENVIRONMENTAL CONDITIONS. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY UPON GRANTEE'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS, BROKERS OR CONTRACTORS. WITHOUT LIMITING THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS MADE BY GRANTOR TO GRANTEE IN THE AGREEMENT OF SALE AND PURCHASE WITH RESPECT TO THE PROPERTY, BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE RELEASES GRANTOR AND ITS RESPECTIVE EMPLOYEES, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL CLAIMS (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (A) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ANY

IMPROVEMENTS UPON THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THIS RELEASE SPECIFICALLY INCLUDES WITHOUT LIMITATION ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS (AS DEFINED BELOW), UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12101 ET SEQ., OR WITH RESPECT TO ANY ENVIRONMENTAL RISK (AS DEFINED BELOW). "Environmental Laws" means all laws (federal, state, local or foreign) relating to pollution or the environment or relating to public health, welfare, or safety, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, any common law, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. An "Environmental Risk" means any risk of liability under Environmental Laws, including without limitation, (a) the presence, release, or discharge of asbestos; (b) the presence, release, or discharge of any "hazardous substance," "hazardous waste," "hazardous materials," "pollutants," or "contaminants" (as defined by any Environmental Laws); and (c) the presence, release, or discharge of any petroleum substance or petroleum product. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING GRANTOR, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE).

This deed is being delivered in lieu of condemnation.

[signature page follows]

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT

County Road 119

THE STATE OF TEXAS

'

'

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

'

That VENTANA HILLS, LTD., a Texas limited partnership, and his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, 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 below-described Property:

All of that certain 0.256 acre tract of land situated in the James Niell Survey, Abstract No. 477 in Williamson County, Texas; said acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 7E)**

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials 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 from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which t the County 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. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

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 and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and 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 conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2015.

[signature pages follow]

VENTANA HILLS, LTD.,

By: White Bluff Development, LLC
A Texas limited liability company
Its sole general partner

By:_____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF

§

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____, _____ of White Bluff Development, LLC, a Texas limited liability company, the sole general partner of Ventana Hills, Ltd., a Texas limited partnership, on behalf of said company and limited partnership, and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT "E"

