

REAL ESTATE CONTRACT

Bagdad Road/CR 278 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by ROY L. SULLIVAN, II, TRUSTEE FOR THE ROY L. SULLIVAN, II LIVING TRUST (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 0.198 acre (approximately 8,633 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

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 situated on and attached to the Property described in Exhibits "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 PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FIVE THOUSAND NINE HUNDRED FORTY and 00/100 Dollars (\$5,940.00).

Payment of Purchase Price

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

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, Purchaser shall construct replacement fencing and an entry gate along the new Property right of way line prior to the removal of any existing fencing upon the Property. The replacement fencing and gate shall be constructed in the location and according to the plans, notes and specifications as shown in Exhibit "B" attached hereto and incorporated herein.

For any fence posts which are to be located within a curve section of the new property line as identified in Exhibit "A", the Seller and Purchaser agree to meet on site prior to completion of the construction in order to evaluate adequate post spacing distance and wire tension in order to ensure the sustained vertical stability of the installed posts.

By execution of this Contract the Seller agrees to allow Purchaser, its contractors and agents to access the remaining property of Seller solely for the purpose of carrying out the obligations of this Section 2.03. Purchaser further agrees to stake the new right of way property line prior to the beginning of any replacement fence construction as identified herein.

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 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 Capital Title Company on or before June 30th, 2017 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", free and clear of any and all liens and restrictions, except for the following:

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

The Deed shall be in the form as shown in Exhibit "C" attached hereto 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;
- (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".
- (d) 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 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.

[signature page follows]

SELLER:

Roy L. Sullivan II Address: P.O. Box 470
Roy L. Sullivan, II, Trustee for
The Roy L. Sullivan, II Living Trust

Leander, TX 78646

Date: 5/31/2017

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.: 4
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.198 ACRE (8,633 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 20.2 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROY L. SULLIVAN, II, RECORDED IN DOCUMENT NUMBER 1997035429 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.198 ACRE (8,633 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the common line of said remainder of a called 20.2 acre tract and a 19.32 acre tract of land as described in a deed to Julie Li, recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S 69°08'12" W, with the common line of said remainder of a called 20.2 acre tract and said 19.32 acre tract, a distance of 228.20 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 85.02 feet right of Bagdad Road Engineer's Centerline Station (E.C.S.) 551+51.25, on the proposed east right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,203,303.22, E:3,060,024.11) and the most southerly southeast corner of the parcel described herein;

1) **THENCE** S 69°08'12" W, departing the proposed east right-of-way line of said Bagdad Road, continuing with the common line of said remainder of a called 20.2 acre tract and said 19.32 acre tract, a distance of 7.61 feet to a 1/2-inch iron rod found 77.66 feet right of Bagdad Road E.C.S. 551+49.28 on the existing east right-of-way line of said Bagdad Road, as described in a deed to Williamson County, recorded in Document No. 1997033958, O.P.R.W.C.TX., for the northwest corner of said 19.32 acre tract, the southwest corner of said remainder of a called 20.2 acre tract and the parcel described herein;

2) **THENCE** N 03°01'04" W, departing the common line of said remainder of a called 20.2 acre tract and said 19.32 acre tract, with the existing east right-of-way line of said Bagdad Road, same being the west line of said remainder of a called 20.2 acre tract, a distance of 528.29 feet to a 1/2-inch iron rod found 79.32 feet right of Bagdad Road E.C.S. 556+84.14 at the intersection of the existing east right-of-way line of said Bagdad Road and the existing south right-of-way line of County Road 278 (C.R. 278), no record information found, for the northwest corner of said remainder of a called 20.2 acre tract and the parcel described herein;

3) **THENCE** N 69°20'13" E, departing the existing east right-of-way line of said Bagdad Road, with the existing south right-of-way line of said C.R. 278, same being the north line of said remainder of a called 20.2 acre tract, a distance of 278.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 342.23 feet right of Bagdad Road E.C.S. 557+75.87 on the proposed east right-of-way line of said Bagdad Road, for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod found on the existing south right-of-way line of said C.R. 278, for the northeast corner of said remainder of a called 20.2 acre tract bears N 69°20'13" E, a distance of 1,383.37 feet;

THENCE departing the existing south right-of-way line of said C.R. 278, with the proposed east right-of-way line of said Bagdad Road, over and across said remainder of a called 20.2 acre tract, the following six (6) courses and distances numbered 4-9:

- 4) S 19°00'00" E, a distance of 14.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 346.73 feet right of Bagdad Road E.C.S. 557+61.65, for the most easterly southeast corner of the parcel described herein,
- 5) S 69°41'45" W, a distance of 110.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 241.76 feet right of Bagdad Road E.C.S. 557+25.76, said point being the beginning of a curve to the right,
- 6) With said curve to the right, an arc distance of 109.51 feet, through a central angle of 11°50'19", having a radius of 530.00 feet, and a chord that bears S 75°36'55" W, a distance of 109.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 135.23 feet right of Bagdad Road E.C.S. 557+01.25,
- 7) S 33°57'15" W, a distance of 69.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 95.00 feet right of Bagdad Road E.C.S. 556+44.61,
- 8) S 01°25'43" E, a distance of 240.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 92.64 feet right of Bagdad Road E.C.S. 554+01.27, said point being the beginning of a curve to the left, and
- 9) With said curve to the left, an arc distance of 245.69 feet, through a central angle of 02°52'12", having a radius of 4,905.00 feet, and a chord that bears S 02°51'49" E, a distance of 245.67 feet to the **POINT OF BEGINNING**, and containing 0.198 acres (8,633 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 1.000140

THE STATE OF TEXAS

§
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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William R. 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 17th day of May, 2017.

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





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

BRICKYARD I PARTNERSHIP
CALLED 32.078 AC.
VOL. 1574, PG. 826
O.R.W.C. TX.

551-00 552-00 553-00 555-00

BAGDAD ROAD
ENGINEER'S CENTERLINE

EXISTING R.O.W.

COUNTY ROAD 279
(BAGDAD ROAD)

WILLIAMSON COUNTY
DOC. NO. 1997033958
O.R.W.C. TX.

SEE
DETAIL "A"

P.O.B.
GRID
N: 10203303.22
E: 3060024.11
551+51.25
85.02' RT

(N01°54'W 299.65')
(S00°21'47"E 528.26')
(N03°01'04"W 528.29')

EXISTING R.O.W.

556-00

557-00

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841-00

[A]

WILLIAMSON COUNTY, TEXAS
CALLED 6.829 AC.
DOC. NO. 2014076251
O. P. R. W. C. TX.

[B]

JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O. P. R. W. C. TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S69°08'12"W	7.61'
L2	S19°00'00"E	14.91'
L3	S33°57'15"W	69.48'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	11°50'19"	530.00'	109.51'	109.32'	S75°36'55"W
C2	02°52'12"	4,905.00'	245.69'	245.67'	S02°51'49"E

NOTES:

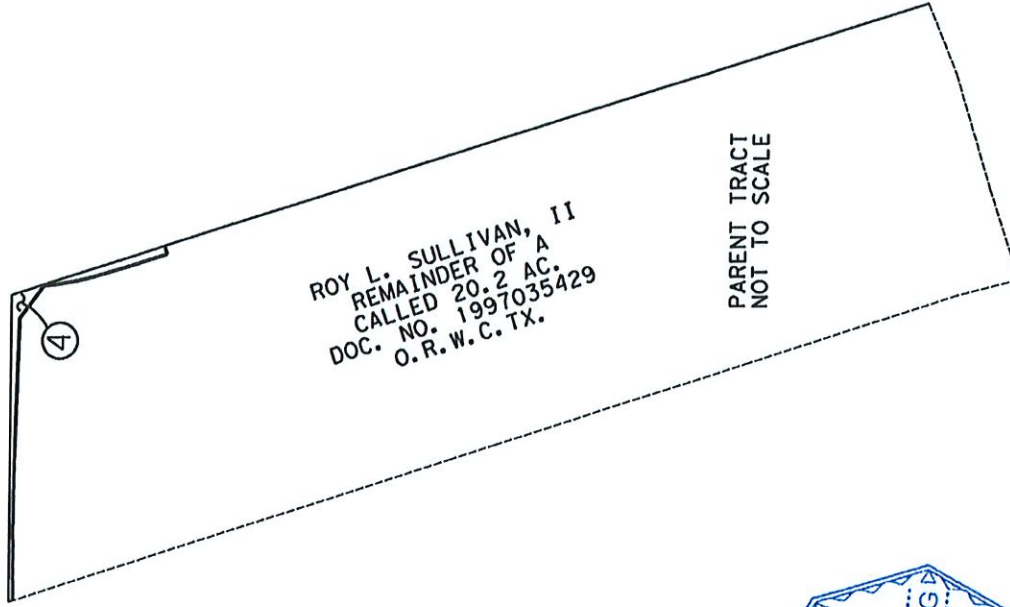
- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U. S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285055-GT, EFFECTIVE DATE JANUARY 31, 2017 AND ISSUED DATE FEBRUARY 7, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND/OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
- BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
 - AREA CALCULATED BY SAM, LLC.

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

DATE

5/17/17



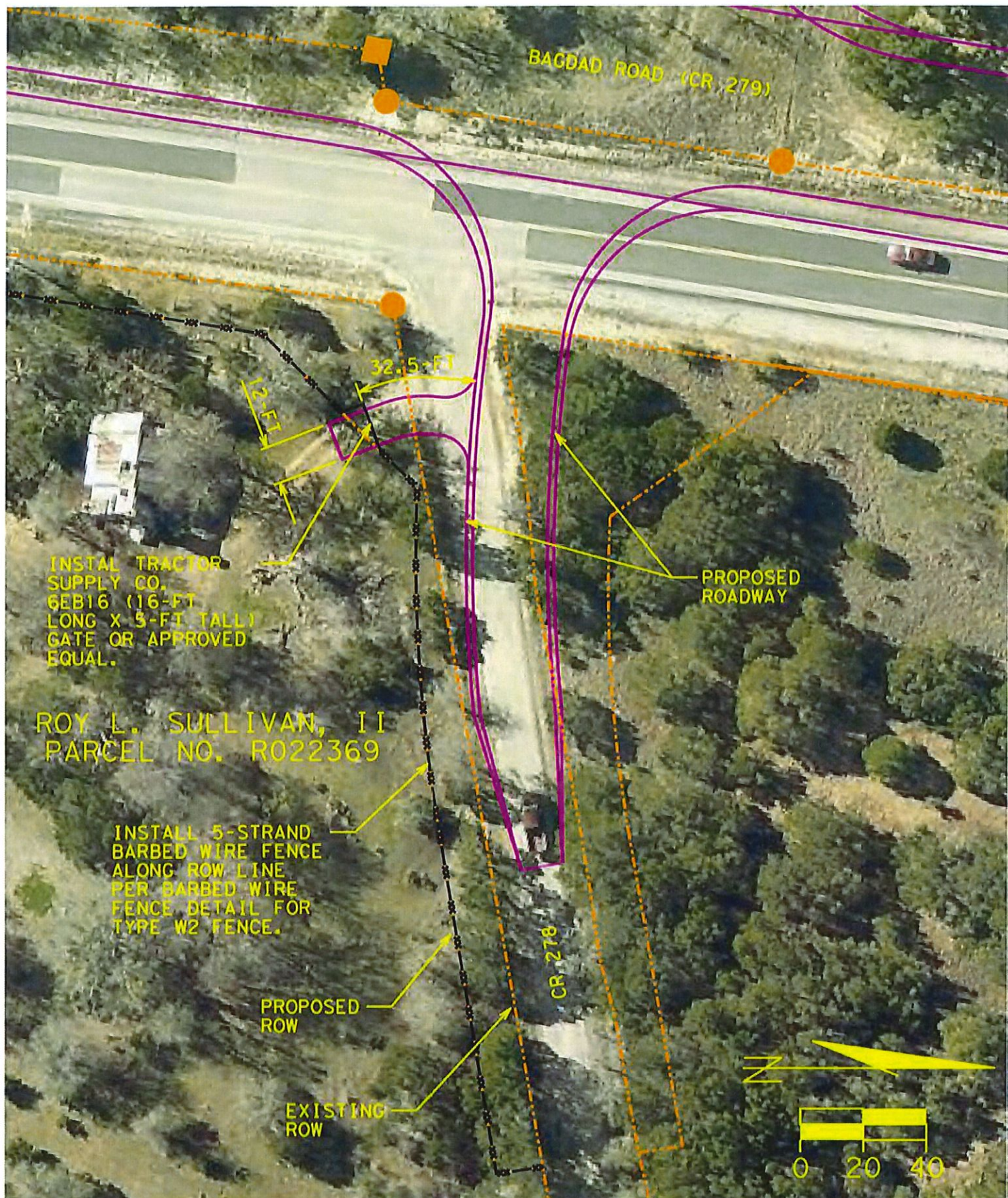
FILE: \\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V81\Parcels\P-4.dgn
EXISTING 20.08 AC. ACQUIRE 0.198 AC. REMAINING 19.882 AC. RIGHT

PAGE 4 OF 4
REF. FIELD NOTE NO. 32404

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

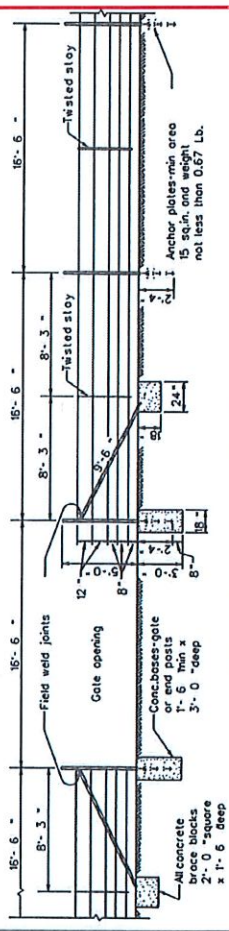


RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROY L. SULLIVAN, II
PARCEL 4
0.198 AC. (8,633 SQ. FT.)

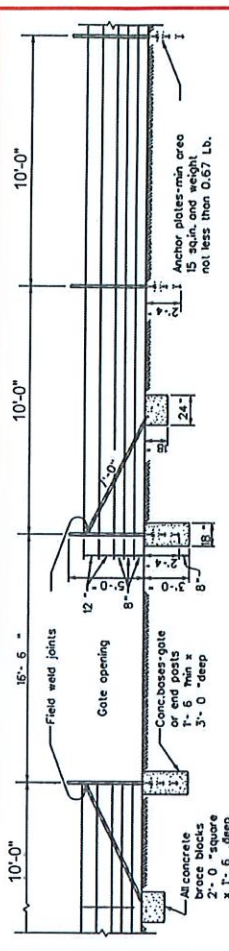


BAGDAD ROAD AT CR 278 PARCEL 4 - GATE EXHIBIT

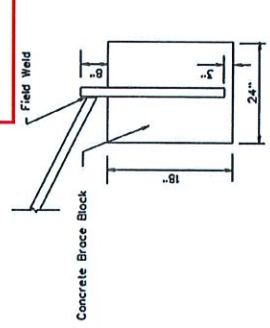
DRAFT
05-04-2017



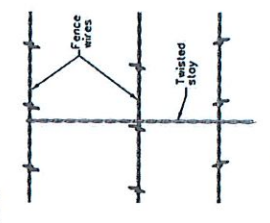
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note B)



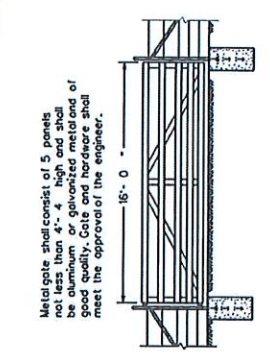
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "W2" FENCE
(See General Note B)



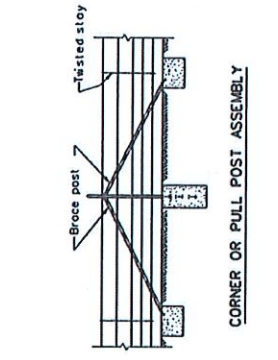
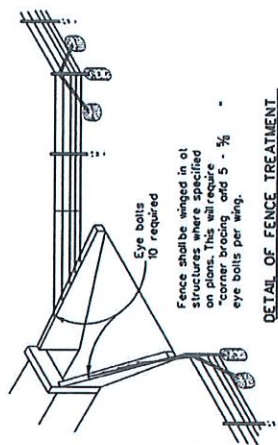
CONCRETE BRACE DETAILS



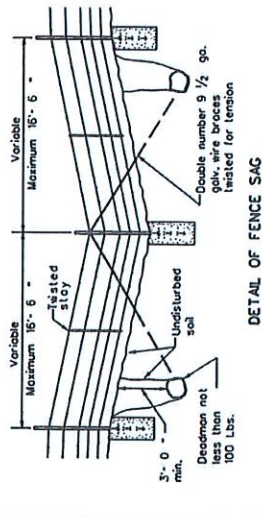
DETAIL OF STAY
(Barbed Wire Fence)



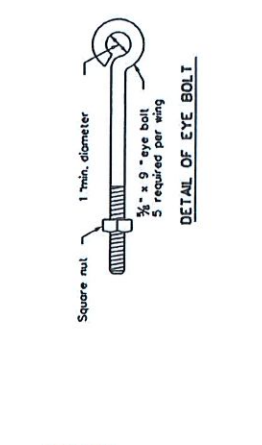
DETAIL TYPE 1 GATE



CORNER OR PULL POST ASSEMBLY



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 gates shall be good commercial quality and design latch of the spring fork or chain type. Latches shall be suitable to the gate and shall be approved by the Engineer.
3. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
4. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
5. For Type "C" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness. For Type "W2" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness. For Type "W2" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness. For Type "W2" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness.
6. For Type "W2" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness. For Type "W2" fence, steel pipe end posts, corner and pull posts shall be a minimum of 3" standard pipe with a 3" O.D. and a minimum of 1/4" wall thickness.
7. Steel pipe shall be used for posts and braces, use standard pipe in accordance with ASTM A 513, Class B or A 501, Class 1. Posts shall be galvanized and shall have a minimum of 15 lbs. of zinc coating per sq. ft. of surface. Posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin. ft.). These items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2.4-1.4R or 12-2.5-1.4R, or as approved by the Engineer.
9. The location of gates and corner posts shall be as indicated elsewhere in these plans.

DRAFT
05-04-2017

Texas Department of Transportation		Design Division Standard	
BARBED WIRE FENCE DETAILS (STEEL POSTS)		WILCO 2	
FILE: 41710.dwg	DATE: 05/04/2017	BY: JH	CHECKED: JH
PROJECT: FENCING		COUNTY: TARRANT	SHEET NO. 1

EXHIBIT "C"

Parcel 4

DEED

Bagdad Road/CR 278 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROY L. SULLIVAN, II, TRUSTEE FOR THE ROY L. SULLIVAN, II LIVING TRUST, 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 0.198 acre (approximately 8,633 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4)

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 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.

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 deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

[signature page follows]

GRANTOR:

Roy L. Sullivan II, Trustee
Roy L. Sullivan, II, Trustee for
The Roy L. Sullivan, II Living Trust

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 31st day of May,
2017 by Roy L. Sullivan, II, in the capacity and for the purposes and consideration recited
therein.



Lisa Dworaczyk
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:

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

AFTER RECORDING RETURN TO: