

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by RUMMEL AND ROHDE FARMS, LTD. (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 4.891 acres (213,061 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**);

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 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
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 or cost to cure and/or temporary fencing for the remaining property of Seller shall be the sum of EIGHTY-SIX THOUSAND SIX HUNDRED FIFTY and 00/100 Dollars (\$86,650.00)

Payment of Purchase Price

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

Special Provisions

2.03. Pond Berm Grading. As additional consideration for the Property conveyed herein which shall survive the Closing of this transaction, by execution of this Contract the Purchaser agrees and grants Seller, its contractors, employees and agents the temporary right and license to enter the remaining property of Seller for the sole purpose of re-grading and re-establishing the bank and lateral support berm of the exiting agricultural pond structure outside of the Property, in the locations and generally according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein.

This right and license shall be in full force and effect until substantial completion of the proposed CR 101 roadway improvement project by Purchaser, when at such time all right and license of Purchaser to enter the remaining property of Seller shall expire, and all right, title and license to the remaining property and any improvements thereon shall be the sole ownership and responsibility of Seller.

To the extent allowed by law, Purchaser shall hold harmless, indemnify and defend Seller, and Seller's heirs, successors and assigns from all losses, damages, injuries to persons, including death, fines and costs of every type and character arising out of and proximately caused due to the act or omission of Purchaser, its agents, officers, employees, contractors or subcontractors, or anyone or any entity on the remaining property of Seller in carrying out the tasks described herein, from Purchaser, its agents, officers, employees, contractors or subcontractors.

2.04. Construction Contractor Coordination. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall provide coordination with its CR 101 roadway construction contractor in order to facilitate any potential improvements or additional construction on the remaining property of Seller and requested by Seller. Any resulting agreements for additional work on the remaining property of Seller not otherwise described in this Contract shall be at the sole cost of Seller.

2.05. Temporary fencing. In consideration of the Purchase Price, and as an obligation which shall survive the Closing of this transaction, the Seller shall install temporary fencing on its remainder property which shall be in the location and specification sufficient to keep livestock from entering the temporary license area and impairing the grading obligations of Purchaser described in Section 2.03 above, and Exhibit "B". The installation of this fencing by Seller may occur at any time prior to the beginning of construction of the proposed CR 101 improvements, but in no event later than 30 days after receiving notice of award of a construction contract from Purchaser. If Seller fails to complete this construction obligation then Purchaser shall specifically be allowed and permitted to enter the property for completion of this obligation, and shall be entitled to return and reimbursement of \$2,500 of the Purchase Price. The temporary fencing described herein may be removed upon completion of the grading work as described in Section 2.03 as certified by the Purchaser's engineer.

**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 Independence Title Company on or before November 15th, 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 Exhibits "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 and Additional Compensation.

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.

SELLER:

RUMMEL AND ROHDE FARMS, LTD.

By: Rummel & Rohde Management LLC,
its General Partner

By: Joanne A. Rummel
Joanne A. Rummel, Manager

By: Ava Rohde
Ava Rohde, Manager

Address: 1051 CR 369
Taylor, TX 76574

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: 21
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 21

METES & BOUNDS DESCRIPTION FOR A 4.891 ACRES (213,061 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED AS A 60.5-ACRE TRACT (FIRST TRACT) AND A 60-ACRE TRACT (SECOND TRACT) AS CONVEYED TO RUMMEL AND ROHDE FARMS, LTD., BY CORRECTION SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2011077685 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.891 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "CCC 4835" found on the south right-of-way line of County Road 369 (width varies), at the northeast corner of the above described Rummel and Rohde Farms tract; Thence, with the south right-of-way line of said County Road 369, and the north line of said Rummel and Rohde Farms tract, S 68°40'56" W a distance of 1,700.64 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,715.70, E: 3,189,284.77) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 80.00 feet right of County Road 101 baseline station 118+95.43;

THENCE, leaving the south right-of-way line of said County Road 369, over and across said Rummel and Rohde Farms tract, S 23°02'23" W a distance of 14.12 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for an angle point, 70.00 feet right of County Road 101 baseline station 118+85.46;

THENCE, S 22°02'12" E a distance of 785.46 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at an angle point, 70.00 feet right of County Road 101 baseline station 111+00;

THENCE, S 16°19'34" E a distance of 100.50 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at an angle point, 60.00 feet right of County Road 101 baseline station 110+00;

THENCE, S 22°02'12" E a distance of 1,000.62 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 60.00 feet right of County Road 101 baseline station 99+99.38;

THENCE, along said curve to the right, an arc distance of 432.70 feet, having a radius of 10,060.00 feet, central angle of 2°27'52" and a chord which bears S 20°48'16" E a distance of 432.67 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 60.00 feet right of County Road 101 baseline station 95+69.26;

THENCE, S 19°34'20" E a distance of 527.00 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the left, 60.00 feet right of County Road 101 baseline station 90+42.26;

THENCE, along said curve to the left, an arc distance of **34.65** feet, having a radius of **9,940.00** feet, central angle of **0°11'59"** and a chord which bears **S 19°40'20" E** a distance of **34.65** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the south line of said Rummel and Rohde Farms tract, on the north line of a remaining portion of a called 54.791-acre tract as conveyed to Robert E. Prasatik in warranty deed with vendor's lien as recorded in Volume 772, Page 605 of the Deed Records of Williamson County, Texas, for the southeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 90+07.40;

THENCE, with the south line of said Rummel and Rohde Farms tract, **S 68°39'37" W** a distance of **19.88** feet to a calculated point on the east right-of-way line of County Road 101 (width varies), at the common west corner of said Rummel and Rohde Farms tract and said Robert E. Prasatik tract, for the southwest corner of the herein described tract;

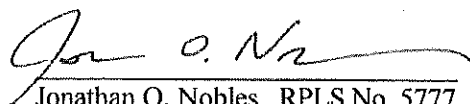
THENCE, with the east right-of-way line of said County Road 101 and the west line of said Rummel and Rohde Farms tract, **N 28°24'23" W** a distance of **238.21** feet to a calculated angle point on the west line of said Rummel and Rohde Farms tract;

THENCE, continuing with the occupied east right-of-way line of County Road 101 as occupied, **N 21°53'05" W** a distance of **2,653.94** feet a calculated point at the intersection of the east right-of-way line of said County Road 101 and the south right-of-way line of said County Road 369, for the northwest corner of the herein described tract;

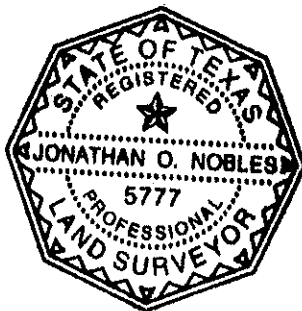
THENCE, with the north line of said Rummel and Rohde Farms tract and the south right-of-way line of said County Road 369, **N 68°40'56" E** a distance of **92.66** feet to the **POINT OF BEGINNING** and containing 4.891 acres (213,061 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

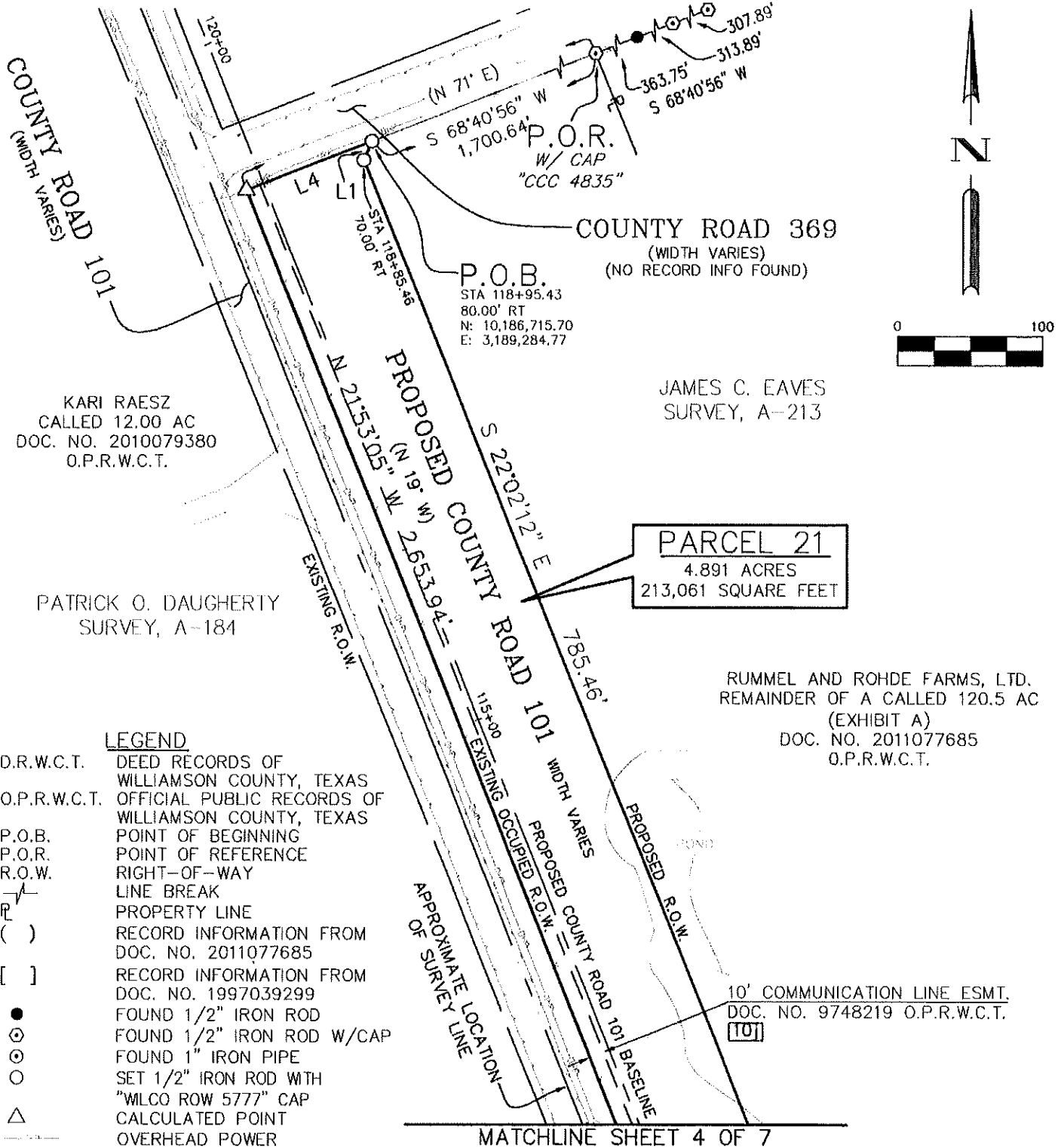
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



11/14/2016
Date

Client: Williamson County
Date: November 14, 2016
Job No: 2792-02

JAMES C. EAVES SURVEY, A-213



LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 23°02'23" W	14.12'
L4	N 68°40'56" E	92.66'



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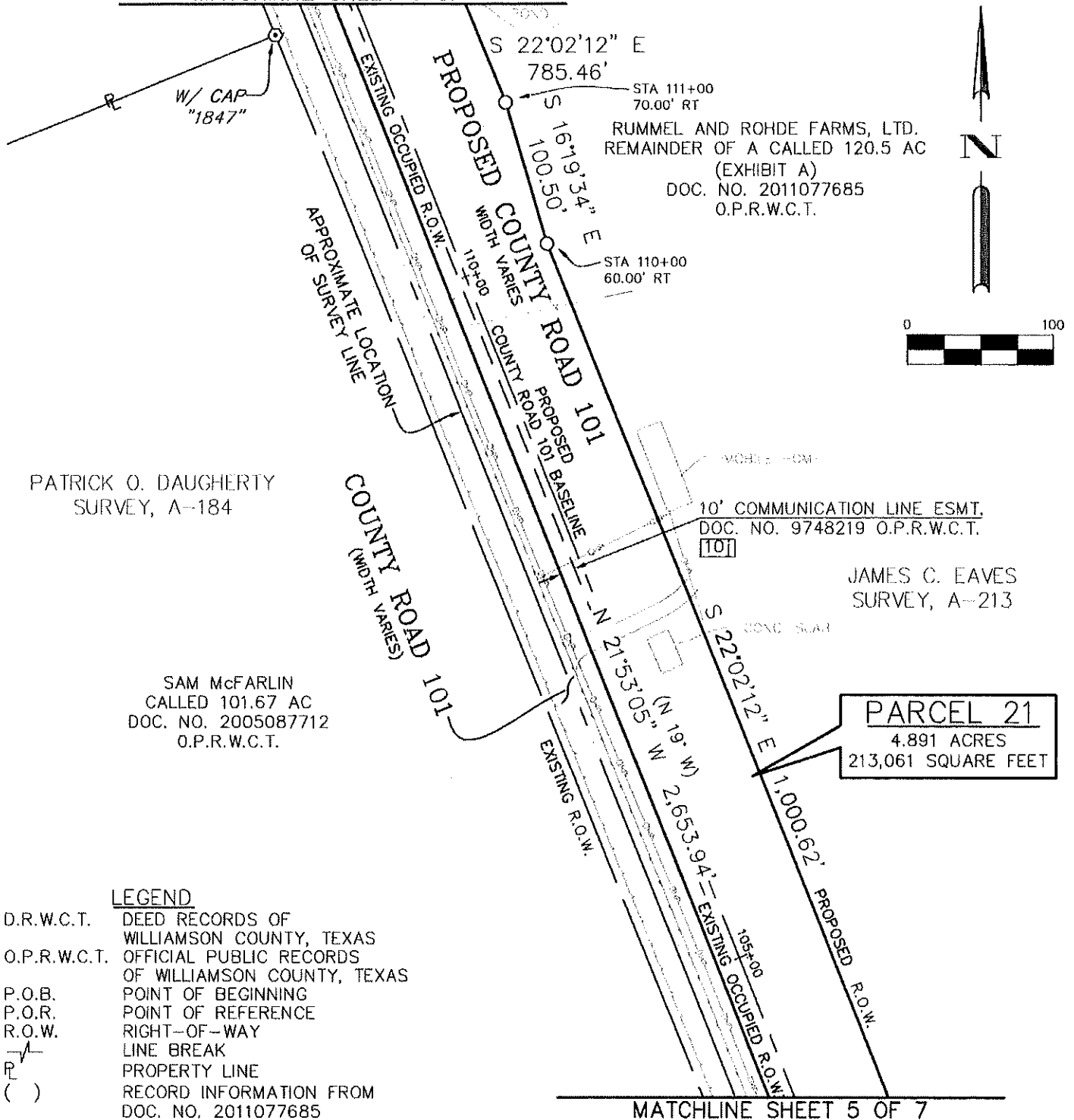
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PARCEL PLAT
SHOWING PARCEL 21
4.891 ACRES (213,061 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 11/14/2016	Page: 3 of 7
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JAMES C. EAVES SURVEY, A-213

MATCHLINE SHEET 3 OF 7

**LEGEND**

D.R.W.C.T.	DEED RECORDS OF
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
—	LINE BREAK
R	PROPERTY LINE
()	RECORD INFORMATION FROM
[]	RECORD INFORMATION FROM
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON ROD W/CAP
⊙	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD WITH
△	"WILCO ROW 5777" CAP
—	CALCULATED POINT
—	OVERHEAD POWER
×	BARBED WIRE FENCE
○	CHAIN LINK FENCE
—	GUARDRAIL
—	EDGE OF ASPHALT

MATCHLINE SHEET 5 OF 7



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SHOWING PARCEL 21
4.891 ACRES (213,061 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	11/14/2016	4 of 7

JAMES C. EAVES SURVEY, A-213

MATCHLINE SHEET 4 OF 7

COUNTY ROAD 101
(PORTION DEDICATED BY DOC. NO. 1997039299)

APPROXIMATE LOCATION
OF SURVEY LINE (N 19° W)

PARCEL 21
4.891 ACRES
213,061 SQUARE FEET

JAMES C. EAVES
SURVEY, A-213

SAM McFARLIN
CALLED 101.67 AC
DOC. NO. 2005087712
O.P.R.W.C.T.

PATRICK O. DAUGHERTY
SURVEY, A-184

MORGAN R. WENDLAND
CALLED 60.30 AC
DOC. NOS. 2011010077
& 2012097716
O.P.R.W.C.T.

VIC SCHOBEL
CALLED 2.65 AC
DOC. NO. 2011086893
O.P.R.W.C.T.

PROPOSED COUNTY ROAD 101

EXISTING OCCUPIED R.O.W.

EXISTING R.O.W.

STA 99+99.38
60.00' RT

10' COMMUNICATION LINE ESMT.
DOC. NO. 9748219 O.P.R.W.C.T.
[10]

RUMMEL AND ROHDE FARMS, LTD.
REMAINDER OF A CALLED 120.5 AC
(EXHIBIT A)
DOC. NO. 2011077685
O.P.R.W.C.T.

L=432.70' R=10060.00' Δ=2.2752"
CB=S 20°48'16" E CD=432.97'
PROPOSED R.O.W.

LEGEND

- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- LINE BREAK
- PROPERTY LINE
- () RECORD INFORMATION FROM DOC. NO. 2011077685
- [] RECORD INFORMATION FROM DOC. NO. 1997039299
- FOUND 1/2" IRON ROD
- ⊙ FOUND 1/2" IRON ROD W/CAP
- FOUND 1" IRON PIPE
- △ SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
- CALCULATED POINT
- OVERHEAD POWER
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- GUARDRAIL
- EDGE OF ASPHALT



MATCHLINE SHEET 6 OF 7



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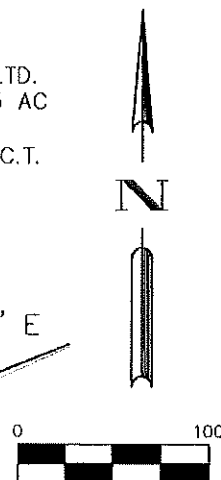
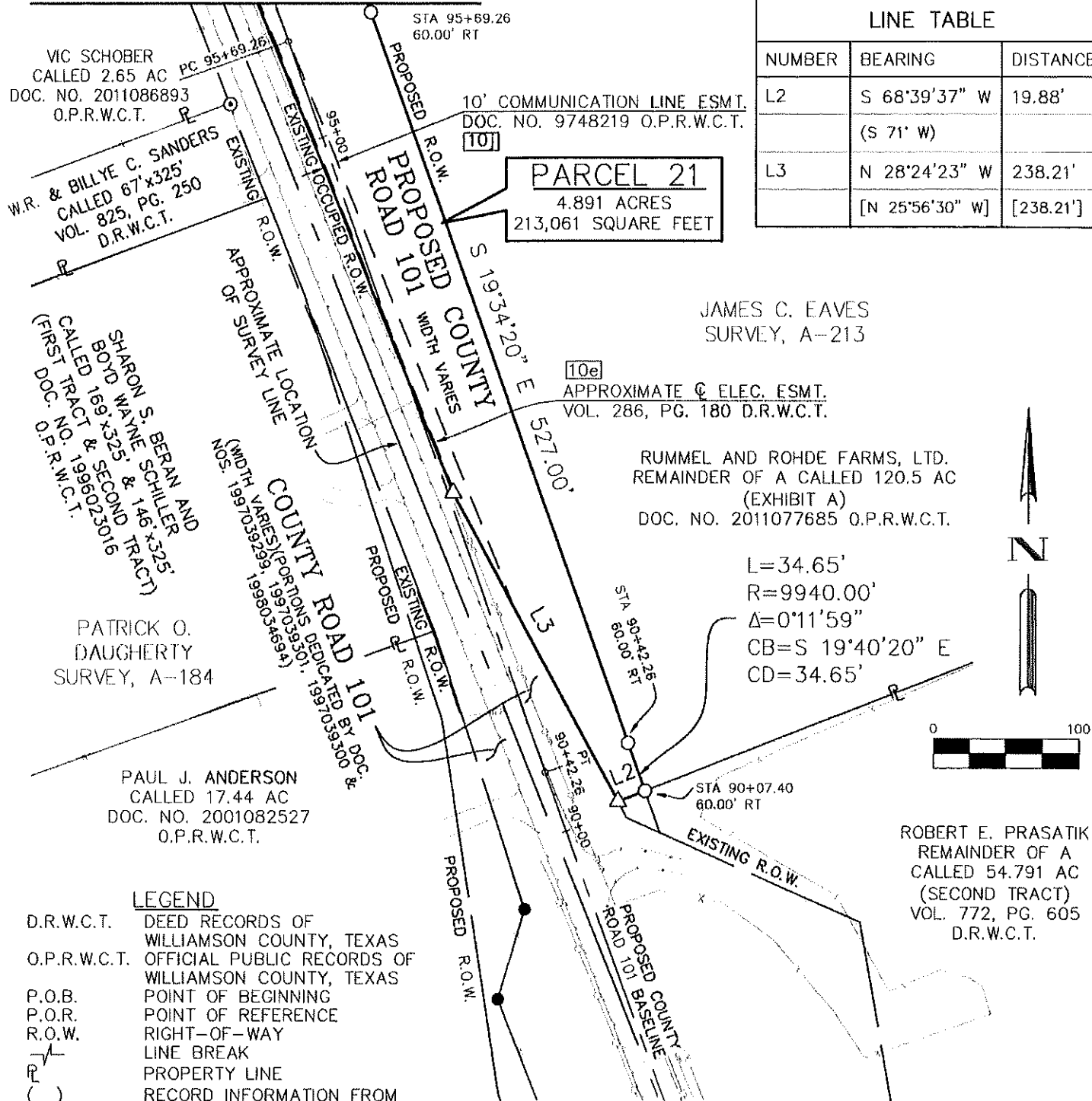
PARCEL PLAT
SHOWING PARCEL 21
4.891 ACRES (213,061 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 11/14/2016	Page: 5 of 7
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JAMES C. EAVES SURVEY, A-213

MATCHLINE SHEET 5 OF 7

LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	S 68°39'37" W	19.88'
	(S 71° W)	
L3	N 28°24'23" W	238.21'
	[N 25°56'30" W]	[238.21']



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COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 11/14/2016	Page: 6 of 7
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RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622754-GTN, DATED EFFECTIVE JULY 08, 2016 AND ISSUED ON JULY 19, 2016.

- 10e. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 180, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10f. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 342, PAGE 7, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10g. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 391, PAGE 158, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10h. EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 520, PAGE 195, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. PIPELINE EASEMENT GRANTED TO KOCH REFINING COMPANY BY INSTRUMENT RECORDED IN VOLUME 1792, PAGE 92, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10j. COMMUNICATION CABLE(S) EASEMENT GRANTED TO GTE SOUTHWEST INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748219, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10k. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2011007316, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN DEVELOPMENT EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2010063253, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.



Jonathan O. Nobles
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AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

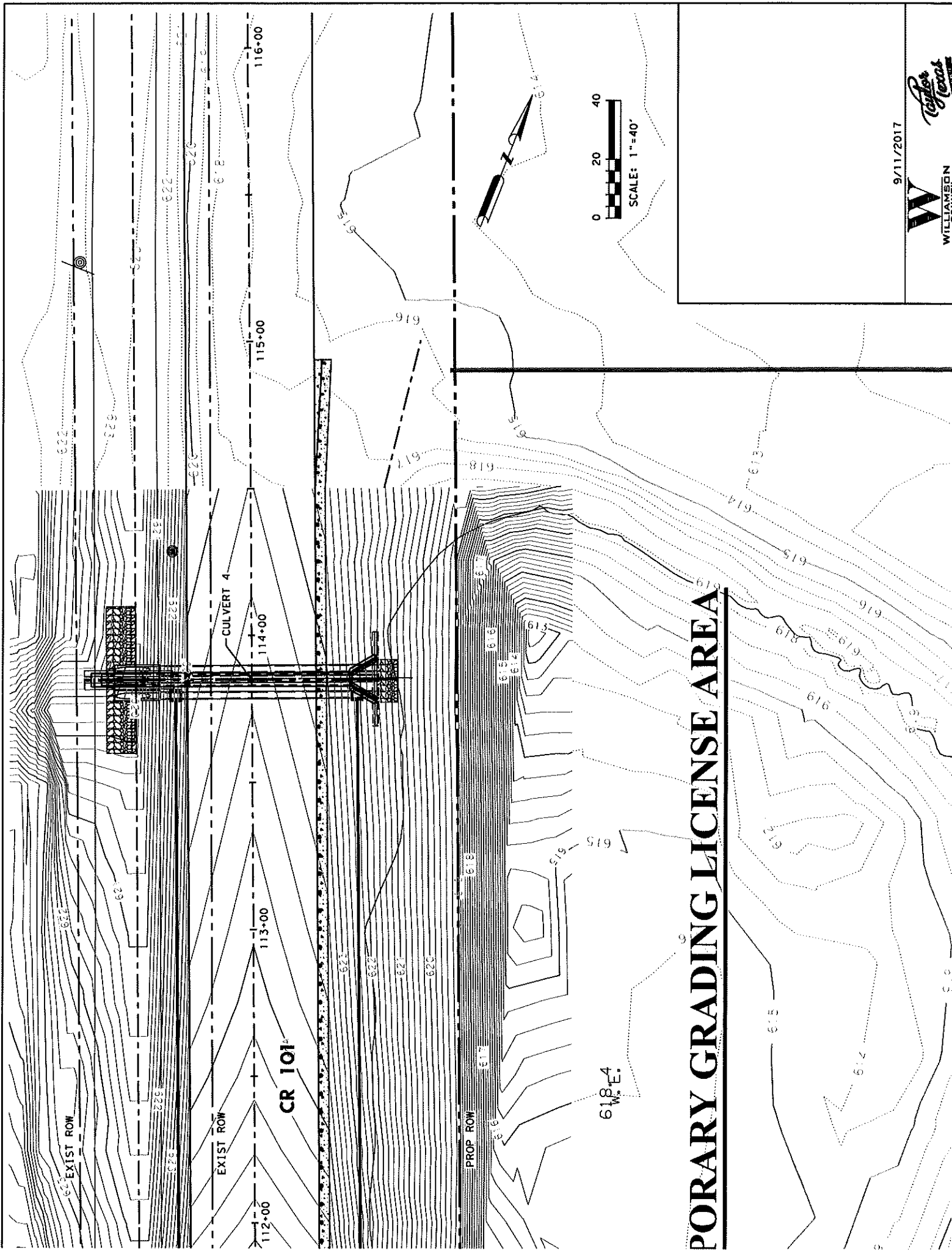


Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 21
4.891 ACRES (213,061 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	11/14/2016	7 of 7



PORARY GRADING LICENSE AREA

9/11/2017

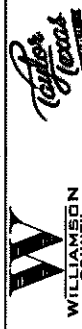


EXHIBIT "C"

Parcel 21

DEED
County Road 101 Right of Way

*This will
be signed
at closing*

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 BY THESE PRESENTS:

That RUMMEL AND ROHDE FARMS, LTD., 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 4.891 acre (213,061 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**)

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 upon, in and under said land for the construction and maintenance of CR 101.

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 pages follow]

GRANTOR:

RUMMEL AND ROHDE FARMS, LTD.

By: Rummel & Rohde Management LLC,
its General Partner

By: _____
Joanne A. Rummel, Manager

By: _____
Ava Rohde, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2017 by Joanne A. Rummel and Ava Rohde, 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:

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

AFTER RECORDING RETURN TO: