

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between GEORGE E. TRANSOM, III AND THERESA G. TRANSOM, TRUSTEES of the GEORGE E. TRANSOM AND THERESA G. TRANSOM LIVING TRUST ("Sellers"), and WILLIAMSON COUNTY, TEXAS, a Texas political subdivision ("Buyer") upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, (1) a trail easement interest in and to those two certain parcels of land totaling 3.42 acres located in Williamson County, Texas, and being more particularly described by metes and bounds and accompanying plats in Exhibits "A-B", attached hereto and incorporated herein (Parcels 11 & 13); and (2) a temporary access, workspace and staging easement interest in and to those two certain parcels of land totaling 1.05 acres, and being more particularly shown in Exhibit "C" attached hereto and incorporated herein.

1.02 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property, any improvements thereon, and any damage to the remaining property of Seller shall be the sum of FIFTY- FIVE THOUSAND THREE HUNDRED EIGHTY-ONE and NO/100 DOLLARS (\$55,381.00) ("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the Closing.

3. Buyers Obligations

3.01 Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 30 days of the execution of this Contract, Buyer, at Buyer's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before 10 days prior to the Closing of this transaction that the condition of title as set forth in the Title Report is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer, with all costs to be borne by Buyer, to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. Otherwise, any objection by the Buyer may also be waived in writing prior to Closing.

3.03 Survey. Buyer, at Buyer's expense, will obtain a current plat or survey of the permanent easement Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

3.05 Fencing. Buyer, at Buyer's expense, will construct a four (4) foot high chain-link fence along the Northern boundary of the trail easement Property, with one (1) gate to be installed by Buyer at a location to be determined by agreement between Buyer and Seller prior to construction.

4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.03 Seller is not aware of any material physical defects to the Property.

4.04 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.05 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5. Closing

5.01 Date and Location. The Closing will be held at the office of Capital Title of Texas, 800 S. Austin Avenue, Suite E, Georgetown, Texas 78626 ("Title Company"), on or before December 31, 2017 ("Closing Date"), or 10 days after completion of any title curative items as identified on Schedule C. of the Title Commitment, or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the Closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Trail Easement (the "Trail Easement") in and to the Property described in Exhibit "A", and properly executed and acknowledged Temporary Access, Workspace and Staging Easement (the "Temporary Easement") in and to the Property described in Exhibit "B", both attached hereto and incorporated herein, conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (i) The boundary and survey exceptions will be deleted;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record", if applicable; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable".

(C) Deliver to Buyer possession of the Property.

(D) The form of the Trail Easement document shall be as shown in Exhibit "D" attached hereto and incorporated herein. Temporary Easement document shall be as shown in Exhibit "E" attached hereto and incorporated herein.

5.03 Buyer's Responsibilities at Closing. At the Closing Buyer will pay Seller the Sales Price.

5.04 Prorations. N/A.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.

(E) Attorney's fees paid by each respectively.

6. **Breach by Seller**

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

(A) Enforce specific performance of this Contract; or

(B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

7. **Breach by Buyer**

7.01 Seller's Rights in the Event of Breach by Buyer. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer 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 Buyer 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 Buyer.

8. **Miscellaneous Provisions**

8.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

8.02 Notice. 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 Buyer, as the case may be, at the address set forth in the signature block below.

8.03 Texas Law to Apply. 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.

8.04 Parties Bound. 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.

8.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 Prior Contracts Superseded. 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 of this Contract.

8.07 Time of Essence. Time is of the essence in this Contract.

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

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

8.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the City's signature below.

8.11 Counterparts. 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.

8.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

The parties are signing this Contract on the dates indicated.

(signature page follows)

SELLER:

GEORGE E. TRANSOM, III

George E. Transom III
Trustee

Date: 12-4-2017

Address: 1302 Westcreek Cp -
Round Rock, Tx 78681

THERESA G. TRANSOM

Theresa G. Transom
Trustee

Date: 12-04-2017

Address: 1302 West Creek Loop
Round Rock, TX 78681

BUYER:

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis, County Judge

Date: _____

Address: 710 Main St., Suite 101
Georgetown, Texas, 78626



FIELD NOTES

FOR

A 1.863 ACRE, OR 81,160 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 12.448 ACRE TRACT DESCRIBED IN CONVEYANCE TO GEORGE E. TRANSOM, III AND THERESA G. TRANSOM, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSOM LIVING TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008029796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 1.863 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at an iron rod with a cap marked "Baker Aicklen" found, an angle point in the east line of a called 1.363 acre tract recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, same being an angle point in the west line of a remainder of a called 18.904 acre tract recorded in Document No. 2002071335 of the Official Public Records of Williamson County, Texas;

THENCE with the east line of said called 1.363 acre tract, same being the west line of said remainder of a called 18.904 acre tract, the following two (2) courses and distances:

1. **N 08°23'49" W**, a distance of **57.65 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
2. **N 23°17'29" E**, a distance of **1.68 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson", set an angle point in the east line of a Parkland, dedicated in the Bluffs at Oaklands Subdivision recorded in Cabinet L, Slide 128-129 of the Plat Records of Williamson County, Texas, same being the north corner of said called 1.363 acre tract, same being an angle point in the west line of said remainder of a called 18.904 acre tract;

THENCE N 69°26'01" E, continuing with the west line of said remainder of a called 18.904 acre tract, same being the east line of said Parkland, a distance of **16.33 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract, same being an angle point in the south line of said called 12.448 acre tract, the northeast corner of said Parkland, same being the northwest corner of said remainder of a called 18.904 acre tract;

THENCE with the northeast line of said Parkland, same being the southwest line of said called 12.448 acre tract, the following four (4) courses and distances:

1. **N 58°47'49" W**, a distance of **387.09 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
2. **N 25°30'38" W**, a distance of **24.47 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
3. **N 42°41'18" W**, a distance of **29.85 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
4. **N 32°54'50" W**, a distance of **121.42 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the south corner of a called 0.53 acre tract recorded in Document No. 2004021432 of the Official Public Records of Williamson County, Texas, same being the west corner of said called 12.448 acre tract;

THENCE N 45°38'04" E, with the southeast line of said called 0.53 acre tract, same being the northwest corner of said called 12.448 acre tract, a distance of **101.57 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, from which an iron rod with a cap marked "LCRA", at the east corner of said called 0.53 acre tract bears N 45°38'04" E, a distance of 126.00 feet;

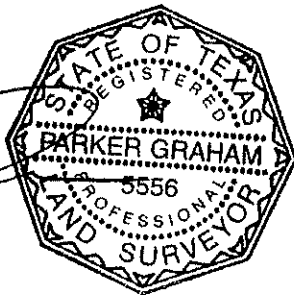

THENCE departing the southeast line of said called 0.53 acre tract, through the interior of said called 12.448 acre tract, the following three (3) courses and distances:

1. **S 52°11'33" E**, a distance of **217.67 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
2. **S 52°11'33" E**, a distance of **203.19 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
3. **S 57°01'10" E**, a distance of **225.72 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the north line of Lot 3 of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, same being the south line of said called 12.448 acre tract;

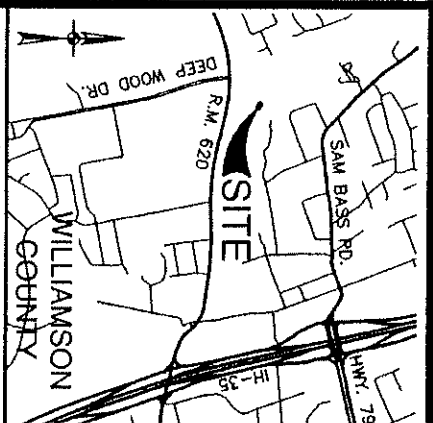
THENCE S 69°40'46" W, with the north line of said Lot 3, same being the south line of said called 12.448 acre tract, a distance of **138.27 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the north line of the aforementioned remainder of a called 18.904 acre tract, the west corner of said Lot 3, same being a south corner of said called 12.448 acre tract;

THENCE N 72°54'35" W, continuing with the south line of said called 12.448 acre tract, same being the north line of said remainder of a called 18.904 acre tract, a distance of **38.66 feet** to the **POINT OF BEGINNING** and containing 1.863 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2017
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R322050-TRANSOM.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

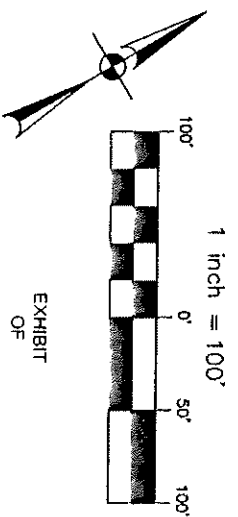


The seal is an octagonal stamp for the State of Texas. It contains the text: "STATE OF TEXAS", "REGISTERED", "PARKER GRAHAM", "5556", "PROFESSIONAL", and "LAND SURVEYOR". A five-pointed star is in the center.

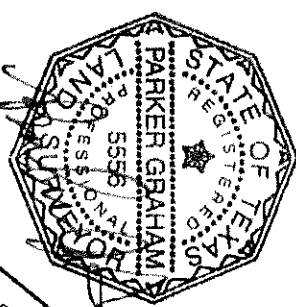


- LEGEND:**
- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - FD. FOUND IRON ROD
 - I.R. IRON ROD
- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

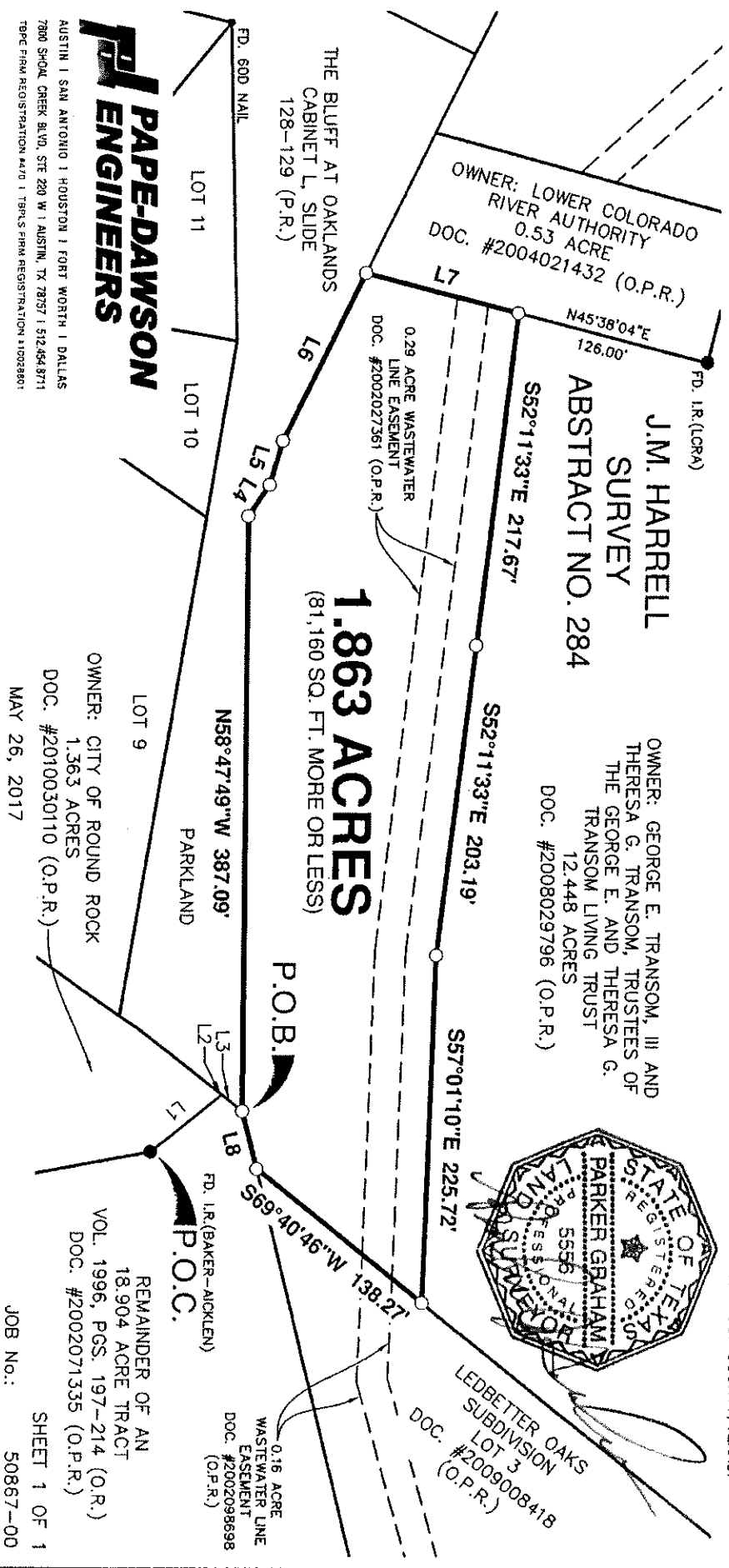
LINE TABLE		
LINE	BEARING	LENGTH
L1	N08°23'49"W	57.65'
L2	N23°17'29"E	1.68'
L3	N69°26'01"E	16.33'
L4	N25°30'38"W	24.47'
L5	N42°41'18"W	29.85'
L6	N32°54'50"W	121.42'
L7	N45°38'04"E	101.57'
L8	N72°54'35"W	38.66'



A 1.863 ACRE, OR 81,160 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 12.448 ACRE TRACT DESCRIBED IN CONVEYANCE TO GEORGE E. TRANSON, III AND THERESA G. TRANSON, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSON LIVING TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008029796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.



LEDBETTER OAKS
LOT 3
#2009008418
(O.P.R.)



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPFC FIRM REGISTRATION #470 | TBPFC FIRM REGISTRATION #10258801



FIELD NOTES

FOR

A 1.557 ACRE, OR 67,826 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 12.448 ACRE TRACT DESCRIBED IN CONVEYANCE TO GEORGE E. TRANSOM, III AND THERESA G. TRANSOM, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSOM LIVING TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008029796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 1.557 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, the north corner of a called 0.53 acre tract recorded in Document No. 2004021432 of the Official Public Records of Williamson County, Texas, same being an interior corner of said called 12.448 acre tract, from which a ½" iron rod found, an angle point in the northeast line of said called 0.53 acre tract, same being an angle point in a southwest line of said called 12.448 acre tract bears S 44°18'11" E, a chord distance of 36.52 feet;

THENCE S 46°20'01" W, with the northwest line of said called 0.53 acre tract, same being a southeast line of said called 12.448 acre tract, a distance of **63.01 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE S 46°20'01" W, continuing with the northwest line of said called 0.53 acre tract, same being a southeast line of said called 12.448 acre tract a distance of **143.97 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the northeast line of a Parkland, dedicated in the Bluff at Oaklands Subdivision recorded in Cabinet L, Slides 128-129 of the Plat Records of Williamson County, Texas, the west corner of said called 0.53 acre tract, same being a south corner of said called 12.448 acre tract;

THENCE N 32°54'50" W, with the north line of said Parkland, a southwest line of said called 12.448 acre tract, a distance of **56.76 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the east corner of a Park, dedicated in the Oaklands Section One-B in Cabinet G, Slides 173-175 of the Plat Records of Williamson County, Texas, same being the north corner of said Parkland;

THENCE with the northeast line of said Park, same being a southwest line of said called 12.448 acre tract, the following two (2) courses and distances:

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

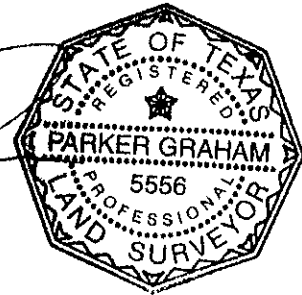

7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

1. **N 32°51'12" W**, a distance of **199.17 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
2. **N 05°59'12" W**, a distance of **162.02 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the southwest corner of a called 9.405 acre tract recorded in Document No. 2017031811 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said called 12.448 acre tract, same being an angle point in the northeast line of said Park;

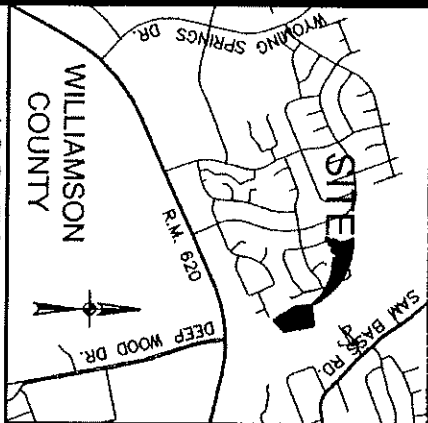
THENCE N 82°37'50" E, departing the northeast line of said Park, with the south line of said called 9.405 acre tract, same being the north line of said called 12.448 acre tract, a distance of **202.23 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE S 11°05'55" E, departing the south line of said called 9.405 acre tract, through the interior of said called 12.448 acre tract, a distance of **308.41 feet** to the **POINT OF BEGINNING** and containing 1.557 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2017
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R322050-TRANSOM-II.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

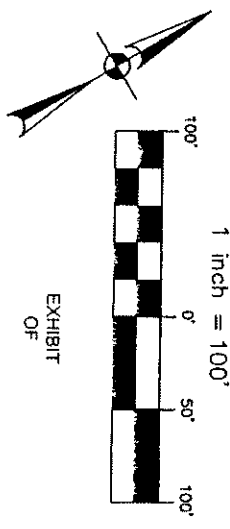


The seal is an octagonal stamp with a double border. The outer border contains the text "STATE OF TEXAS" at the top and "REGISTERED" at the bottom. The inner border contains "PARKER GRAHAM" in the center, "5556" below it, and "LAND SURVEYOR" at the bottom. A five-pointed star is positioned in the upper center of the seal.



LOCATION MAP
NOT TO SCALE

LINE TABLE			
LINE	BEARING	LENGTH	
L1	S46°20'01"W	143.97'	
L2	N32°54'50"W	56.76'	



A 1.557 ACRE OR 67,826 SQUARE FEET MORE OR LESS TRACT OF LAND, BEING OUT OF A 12,448 ACRE TRACT DESCRIBED IN CONVEYANCE TO GEORGE E. TRANSON, III AND THERESA G. TRANSON, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSON LIVING TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008029796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

OWNER: GEORGE E. TRANSON, III AND THERESA G. TRANSON, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSON LIVING TRUST
12.448 ACRES
DOC. #2008029796 (O.P.R.)

J.M. HARRELL
ABSTRACT NO. 284
OWNER: JAMES DANIEL JOHNSON, ET AL
9.405 ACRES
DOC. #2017031811 (O.P.R.)

1.557 ACRES
(67,826 SQ. FT. MORE OR LESS)

0.15 ACRE WASTEWATER EASEMENT
DOC. #2002027361 (O.P.R.)

OWNER: LOWER COLORADO RIVER AUTHORITY
0.53 ACRE
DOC. #2004021432 (O.P.R.)

0.29 ACRE WASTEWATER LINE EASEMENT
DOC. #2002027361 (O.P.R.)

THE BLUFF AT OAKLANDS PARKLAND
CABINET L, SLIDES
128-129 (P.R.)

THE OAKLANDS SECTION ONE-B
PARK
CABINET G, SLIDES 173-175 (P.R.)



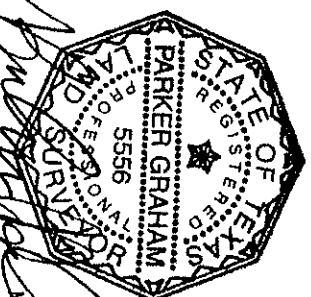
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7900 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBBE FIRM REGISTRATION #470 | TBBE'S FIRM REGISTRATION #10028001

JOB No.: 50867-00
SHEET 1 OF 1

Date: Jun 16, 2017, 9:00am User: dr_aherrero
File: H:\Survey\Civil\50867-00\Exhibits\50867-00-TRANSON-11.dwg

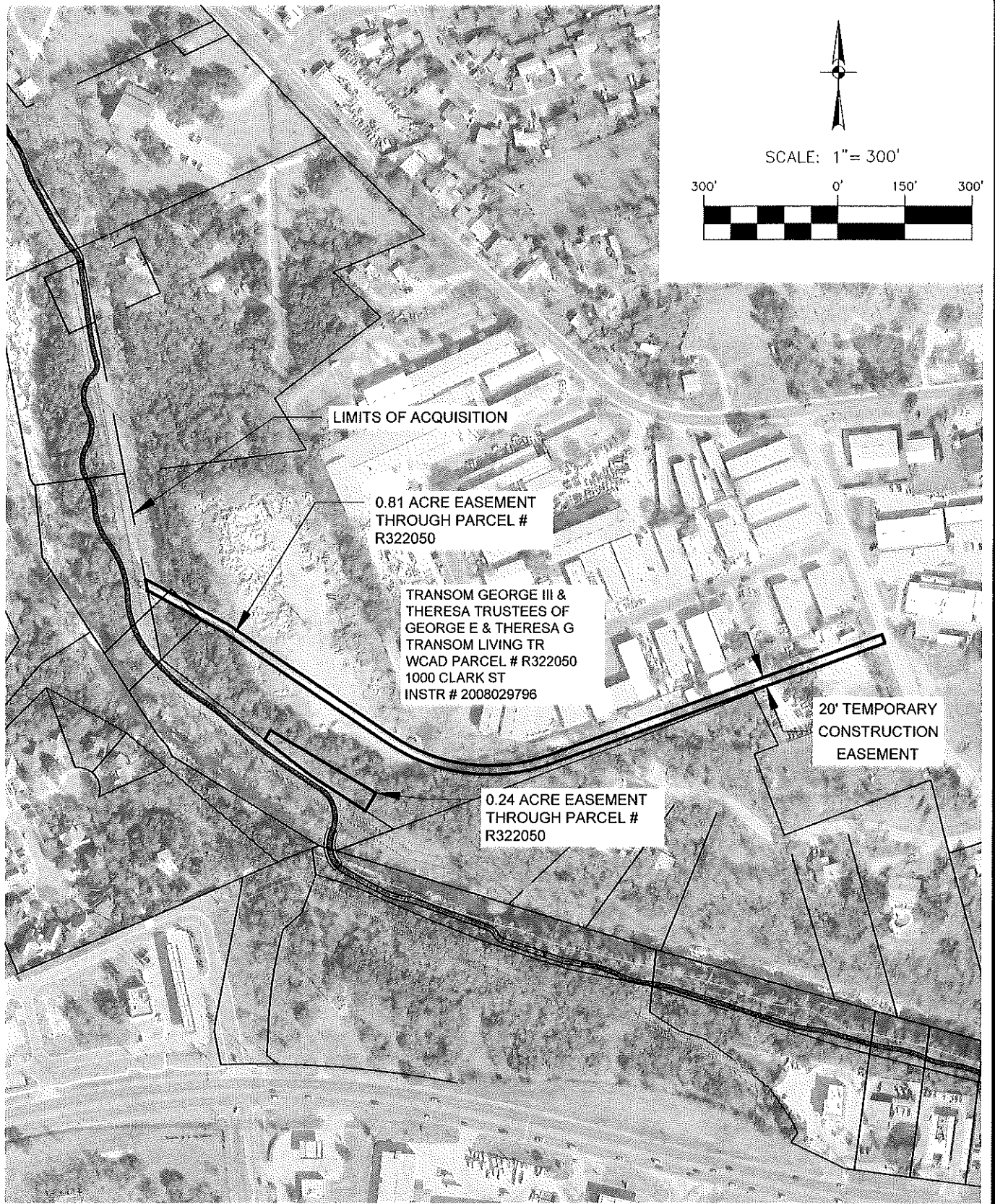
LEGEND:
D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD

NOTES:
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.



DATE: MAR 26, 2017

EXHIBIT "C"



11/15/17 11:35am User: ID: CFahrer
 S:\Users\CFahrer\My Documents\100363\Temporary_Access_Easement.dwg

JOB NO. 50867-01
 DATE OCT 2017
 DESIGNER CF
 CHECKED_DM DRAWN_CF
 SHEET 1 of 1

BRUSHY CREEK TRAIL
CITY OF ROUND ROCK, TEXAS
CONSTRUCTION EASEMENT


**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

EXHIBIT "D"

TRAIL EASEMENT

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That GEORGE E. TRANSOM, III and THERESA G. TRANSOM, TRUSTEES OF THE GEORGE E. AND THERESA G. TRANSOM LIVING TRUST DATED FEBRUARY 8, 2007, and their successors and assigns, ("Grantor"), whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the WILLIAMSON COUNTY, TEXAS, a home-rule municipality situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property (the "Easement"):

All of that certain 1.863 acre (81,160 SF) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**); and

All of that certain 1.557 acre (67,826 SF) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 13**).

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered by this grant, unless otherwise specified herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (b) 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.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements; provided, however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 4
day of December, 2017.

[signature pages follow]

GRANTOR:

George E. Transom III

GEORGE E. TRANSOM, III, Trustee of the George E.
and Theresa G. Transom Living Trust Dates February 8, 2007

Theresa G. Transom

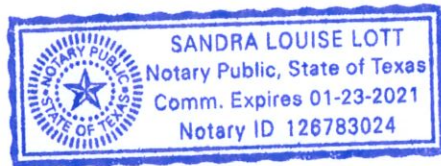
THERESA G. TRANSOM, Trustee of the George E.
and Theresa G. Transom Living Trust Dates February 8, 2007

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on 12-4-2017
by George E. Transom, III and Theresa G. Transom, in the capacity and for the purposes and
consideration recited herein.



Sandra Lott
Notary Public—State of Texas

EXHIBIT "E"

TEMPORARY ACCESS, WORKSPACE AND STAGING EASEMENT

Brushy Creek Trail Improvements

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§ **KNOW ALL MEN BY THESE PRESENTS:**

That GEORGE E. TRANSOM, III AND THERESA G. TRANSOM, TRUSTEES of the GEORGE E. TRANSOM AND THERESA G. TRANSOM LIVING TRUST, referred to as "Grantor", in consideration of \$381.00 and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("County") does hereby grant to County, its agents, contractors, successors and assigns, hereinafter referred to as "GRANTEE", a temporary access, workspace and staging easement for the purpose of additional vehicular access, workspace and storage of material and equipment to allow construction of recreational trail facilities, public trail materials and related appurtenances, equipment and signage for the Brushy Creek Trail project, all to be located within adjacent easements or right of way owned or possessed by GRANTEE ("Project"), in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: _____

Following completion of work within the temporary access, workspace and staging easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed uses as described herein.

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.

This Easement shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of thirty (30) days from the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the trail facility Project activities described above, whichever occurs first.

Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary workspace and staging areas if approved and determined by the County Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

GRANTEE shall be allowed to extend the duration of the Temporary Access, Workspace and Staging Easement identified herein for up to two (2) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$500.00 for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 4 day of December, 2017.

GRANTOR:

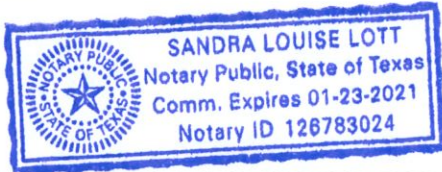
George E. Transom III
GEORGE E. TRANSOM, III, Trustee of the George E.
and Theresa G. Transom Living Trust Dates February 8, 2007

Theresa G. Transom
THERESA G. TRANSOM, Trustee of the George E.
and Theresa G. Transom Living Trust Dates February 8, 2007

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on 12-4-17 by George E. Transom, III and Theresa G. Transom, in the capacity and for the purposes and consideration recited herein.



Sandra Lott
Notary Public—State of Texas

AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

After recording return to: