

REAL ESTATE CONTRACT
North Mays Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT (“Contract”) is made by FOREVERFORWARD, LLC, a Texas limited liability company (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 0.136 acre (5,921 Sq. Ft.) tract of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein **(Parcel 8)**;

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 CONSIDERATION

2.01. As consideration for the Property, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller, within ninety (90) days after Purchaser provides notice of Final Completion of the construction contract for Purchaser’s proposed extension/realignment of the North Mays and Oakmont roadway facilities upon the Property (“the Project”), the Purchaser shall cause to be approved, executed and recorded (1) an abandonment of the existing Oakmont Drive right of way not required for the Project, and/or (2) a deed (the “Surplus Deed”) to Seller conveying marketable title free and clear of any liens and restrictions, in and to the property acquired by Purchaser with the North Mays project or otherwise abandoned as set out herein, which have been determined to be surplus or excess to the Project construction, both as shown depicted by “Excess Parcel 1”, “Excess Parcel 2”, and “Excess Parcel 3” in Exhibit “B” attached hereto and incorporated herein. The form of the Surplus Deed for this conveyance shall be as shown in Exhibit “C” attached hereto and incorporated herein.

Prior to the completion of the conveyance described in this paragraph Purchaser shall cause any existing roadway improvements on the property to be abandoned or conveyed as described herein to be obliterated and removed, and shall fill, cut and shape the property in the locations and according to the plans and specifications as shown in Exhibit "D" attached hereto and incorporated herein.

These obligations shall survive the Closing of this Contract.

Additional Consideration and Special Provisions

2.02. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, as part of the construction Project Purchaser shall (1) construct a new driveway connection from the existing parking field to the proposed Oakmont Drive improvements to be built by Purchaser, and (2) remove the existing driveway located at approximately Sta. 76+53 of the Project and construct a curb and gutter connection and revegetate the existing driveway area, in accordance with the plan generally as shown in Exhibit "E" attached hereto and incorporated herein, including removal of the additional pavement in order to square off the existing parking lot. The construction of these items shall be done as part of the proposed North Mays improvement project, and Seller's existing driveway, the southern-most driveway on Mays Street, shall remain open for use by the public until such time as the replacement driveway identified herein becomes accessible, operational, and fully connects from the parking field to the new Oakmont Drive, unless otherwise agreed in advance with Purchaser. The design of the new driveway connection shall comply with all City of Round Rock code and design specification requirements for commercial driveways.

The property shall retain its existing street address or, alternatively, the closing of this agreement is contingent upon Purchaser ensuring that the City of Round Rock ("City") presents Seller with a letter from City, stating that the City is aware of this agreement and the City has agreed that Seller may retain its existing street address of 2611 Oakmont Drive.

If the Closing occurs in the year 2018, the Seller is responsible for paying pro-rated taxes only for the parcel sold to Purchaser if evidence is provided to the Title Company that any taxes due and owing for the year 2017 have been fully paid. This pro-rated tax is to be based on the percentage of land sold to Purchaser out of the total subject property owned by Seller. This tax shall not be based upon improvements to the total subject property, but just based upon the underlying land value.

By execution of this Contract the Seller agrees to allow Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely for the purpose of carrying out the obligations of this Section and as shown on Exhibit "E".

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**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 January 31, 2018, 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:

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(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 for the Property shall be in the form as shown in Exhibit "F" 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, if any.

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.

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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:

FOREVERFORWARD, LLC,
a Texas limited liability company

By: Wendy Schneider

Address: 479 Shady Hollow

Name: Wendy Schneider

New Braunfels, TX 78132

Its: Manager

Date: 1/4/18

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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 : 8
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 0.136 ACRE (5,921 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, BLOCK "A", OAKMONT CENTRE, SECTION FIVE, A SUBDIVISION OF RECORD IN CABINET Z, SLIDE 161-162 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO FOREVERFORWARD, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013041077 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.136 ACRE (5,921 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a P/K nail in concrete found, 30.28 feet right of proposed North Mays Baseline Station 81+61.57, in the existing easterly Right-of-Way (ROW) line of Oakmont Drive (60' ROW width), being in the westerly boundary line of Lot 4B, Replat of Lots 2, 4, and 6, Section Seven, Oakmont Centre, a subdivision of record in Cabinet T, Slides 274-275 of the Plat Records of Williamson County, Texas;

THENCE, with said existing easterly ROW line, same being the westerly boundary line of said Lot 4B, S 16°40'29" W, for a distance of 54.89 feet to a P/K nail in concrete found, 29.64 feet right of proposed North Mays Baseline Station 81+06.68, (Grid Coordinates determined as N=10175682.88, E=3130097.46 (TxSPC Zone 4203), being the northwesterly corner of said Lot 3A, same being the southwest corner of said Lot 4B, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said existing easterly ROW line, with the common boundary line of said Lot 3A and said Lot 4B, N 79°22'53" E, for a distance of 22.77 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 81+16.88, in the proposed easterly ROW line of North Mays (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing the southerly boundary line of said Lot 4B, through the interior of said Lot 3A, with said proposed easterly ROW line, the following six (6) courses:

- 2) **S 16°00'26" W**, for a distance of 58.05 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 80+58.84, being a point of curvature of a curve to the left;
- 3) along said curve to the left, having a delta angle of 19°29'23", a radius of 350.00 feet, an arc length of 119.06 feet, and a chord which bears S 06°15'45" W, for a distance of 118.48 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50 feet right of proposed North Mays Baseline Station 79+22.78, for a point of non-tangency;
- 4) **S 60°22'02" W**, for a distance of 5.82 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 44.77 feet right of proposed North Mays Baseline Station 79+19.89, for an angle point;

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- 5) **S 04°42'23" E**, for a distance of **55.87** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 41.21 feet right of proposed North Mays Baseline Station 78+57.87, for an angle point;
- 6) **S 21°42'03" E**, for a distance of **53.02** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 78+05.58, for an angle point;
- 7) **S 12°09'15" E**, for a distance of **66.38** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 77+39.20, being in said existing easterly ROW line of Oakmont Drive, same being the westerly boundary line of said Lot 3A, for the southerly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing ROW line, same being the westerly boundary line of said Lot 3A, the following two (2) courses:

- 8) along a curve to the right, having a delta angle of **48°04'06"**, a radius of **370.00** feet, an arc length of **310.41** feet, and a chord which bears **N 07°29 '27" W**, for a distance of **301.39** feet to 1/2" iron rod found, being a point of tangency;
- 9) **N 16°24'12" E**, for a distance of **45.10** feet to the **POINT OF BEGINNING**, containing 0.136 acres (5,921 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

 Lawrence M. Russo
 Registered Professional Land Surveyor No. 5050
 Inland Geodetics, LLC
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

10/06/2017
Date



LR

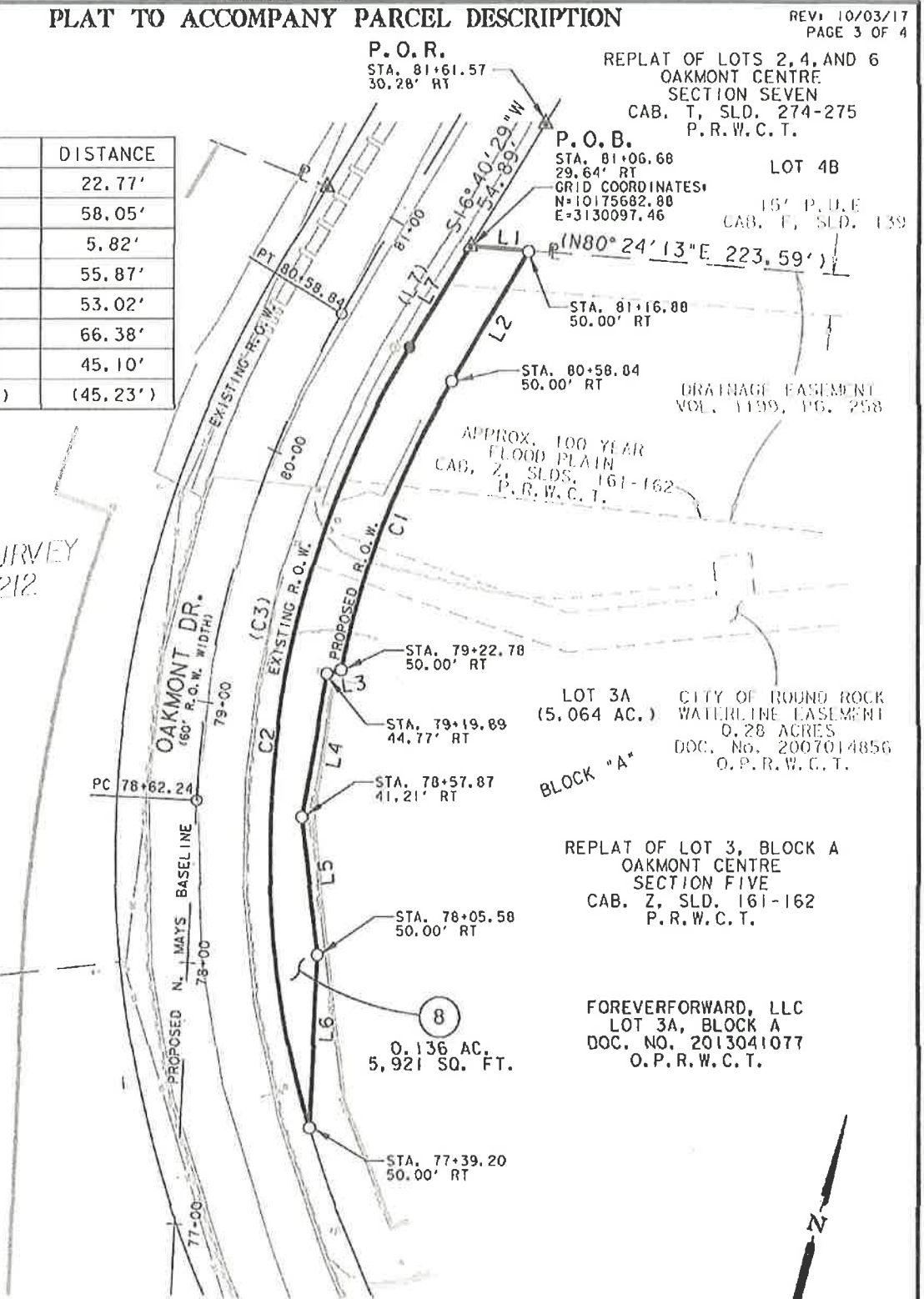
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

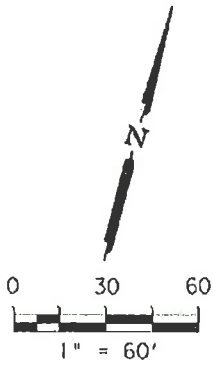
REV. 10/03/17
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N79° 22' 53"E	22.77'
L2	S16° 00' 26"W	58.05'
L3	S60° 22' 02"W	5.82'
L4	S04° 42' 23"E	55.87'
L5	S21° 42' 03"E	53.02'
L6	S12° 09' 15"E	66.38'
L7	N16° 24' 12"E	45.10'
(L7)	(N17° 26' 48"E)	(45.23')

EPHRAIM EVANS SURVEY
ABSTRACT NO. 212



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	19° 29' 23"	350.00'	119.06'	118.48'	S06° 15' 45" W
C2	48° 04' 06"	370.00'	310.41'	301.39'	N07° 29' 27" W
(C3)		(370.00')	(350.66')	(337.68')	(N09° 35' 29" W)



**INLAND U
GEODETTICS**
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD, STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
FOREVERFORWARD, LLC

SCALE 1" = 60'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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PARCEL 8

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
✱	FENCE CORNER POST FOUND	ℙ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊕	COTTON GIN SPINDLE FOUND	↺	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
×	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	PK NAIL NAIL FOUND IN CONCRETE	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-294006-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 9, 2017, ISSUE DATE MARCH 20, 2017.

I. RESTRICTIVE COVENANTS: CABINET Z, SLIDE 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, VOLUME 961, PAGE 1, VOLUME 1034, PAGE 709, VOLUME 1189, PAGE 378, VOLUME 1340, PAGE 873, VOLUME 1340, PAGE 882, VOLUME 1344, PAGE 737, VOLUME 1344, PAGE 742, VOLUME 2700, PAGE 9 AND DOCUMENT NO. 1996044195, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, VOLUME 952, PAGE 142 AND VOLUME 1019, PAGE 578, DOES NOT AFFECT.

10G. THE FOLLOWING EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET Z, SLIDES 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE, AFFECTS AS SHOWN.
UNDETERMINED WIDTH OF THE 100 YEAR FLOOD PLAIN ACROSS THE NORTHERN PORTION OF THE PROPERTY, AFFECTS AS SHOWN.

- I. EASEMENT RIGHTS RESERVED IN RESTRICTIONS, RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 258, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET Z, SLIDE 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- K. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 262, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 270, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 274, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 278, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1304, PAGE 545, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. EASEMENT TO SOUTHWESTERN BELL, RECORDED IN VOLUME 1360, PAGE 953, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. TERMS, CONDITIONS AND STIPULATIONS OF A DEED RECORDATION AFFIDAVIT EDWARDS AQUIFER PROTECTION PLAN RECORDED IN DOCUMENT NO. 2006060848, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- R. WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007014856, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- S. WASTEWATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007014857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 10/06/2017
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	0.136	5,921
CALC/DEED AREA	5.064	220,588
REMAINDER AREA	4.928	214,667

PARCEL PLAT SHOWING PROPERTY OF
FOREVERFORWARD, LLC

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

WS

PARCEL 8

EXHIBIT "C"

DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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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 WILLIAMSON COUNTY, TEXAS, 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 connection with the acquisition of that certain right of way parcel for construction of North Mays, 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 to FOREVERFORWARD, LLC, a Texas limited liability company, all those certain tracts or parcels 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:

[insert property description]

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

THIS CONVEYANCE OF THE PROPERTY TO SELLER IS MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DISCLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Mr. W Fireworks, Inc. and its assigns forever; and Grantors doe hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 201__.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the _____ day of _____, 201__ by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

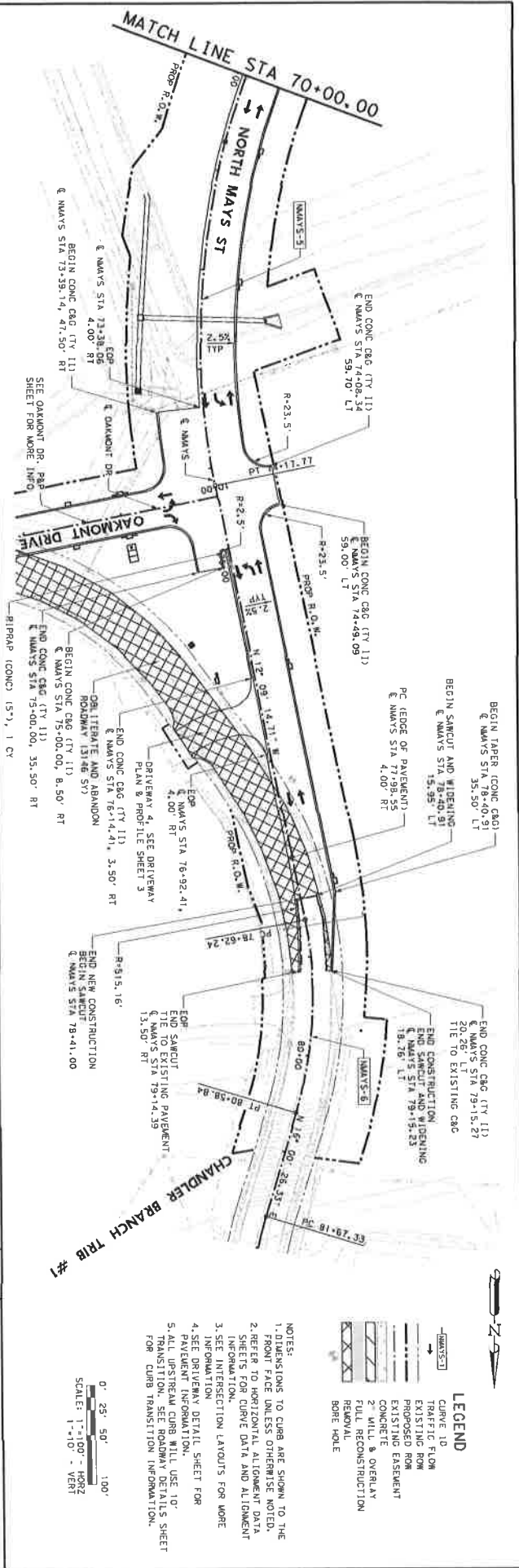
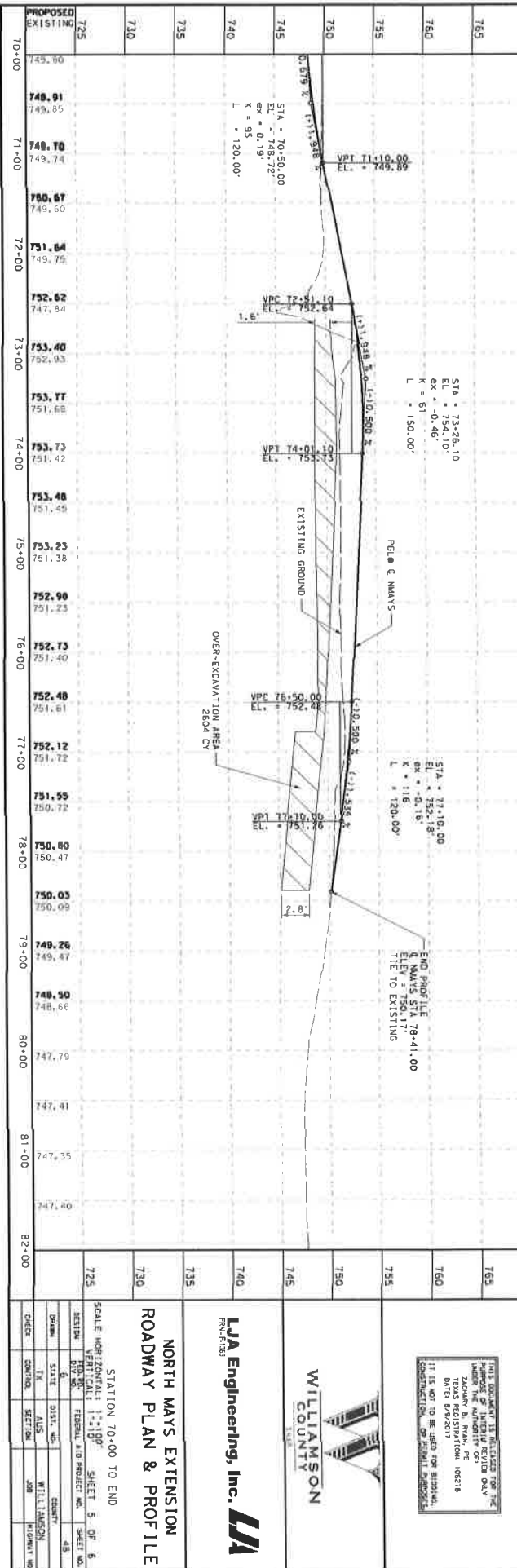
PREPARED IN THE OFFICE OF:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D" (PAGE 1 OF 3)

8/9/2017
 1:26:41 PM
 I:\2291\1601\CADD\SHEETS\04-Roadway Details\NMAYS*PP05.dgn



WILLIAMSON COUNTY

LJA Engineering, Inc.

NORTH MAYS EXTENSION ROADWAY PLAN & PROFILE

STATION 70+00 TO END

SCALE HORIZONTAL 1"=100'
 VERTICAL 1"=10'

SHEET 5 OF 6

DATE: 8/9/17

DESIGNER: [Name]

CHECKER: [Name]

PROJECT NO. [Number]

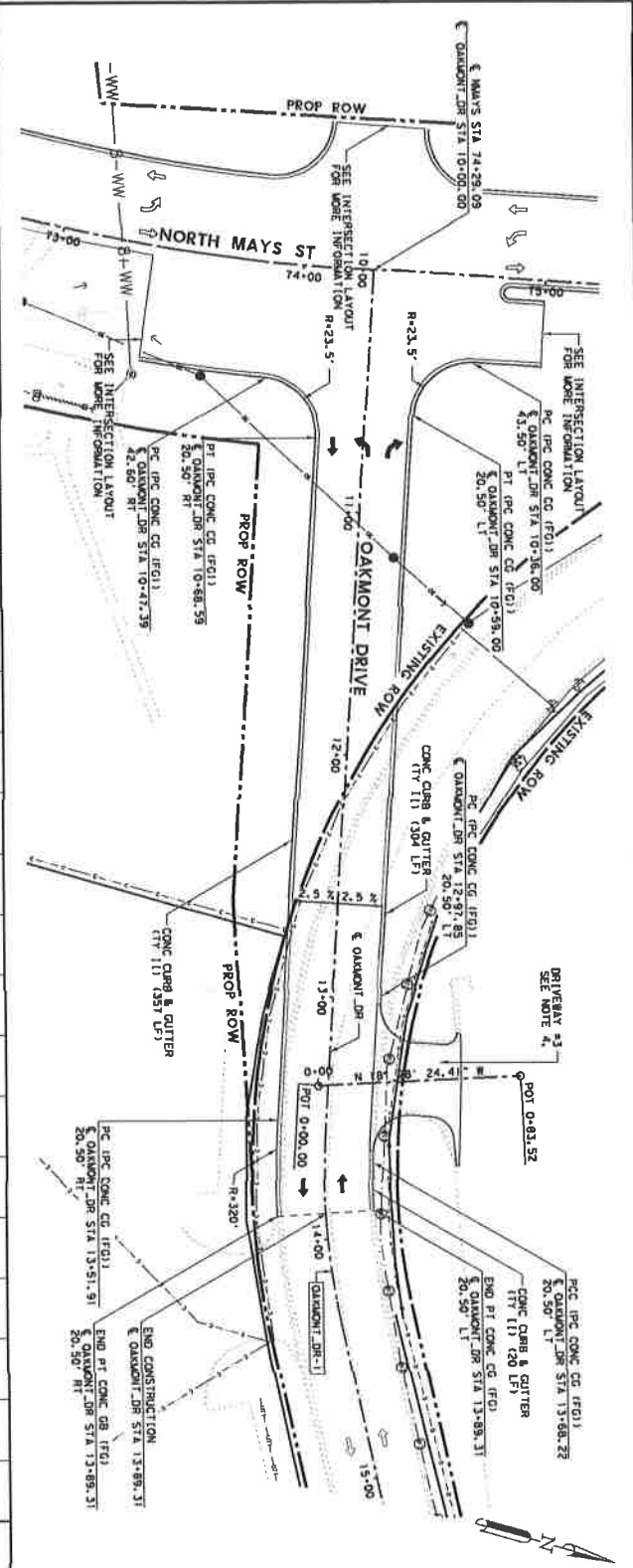
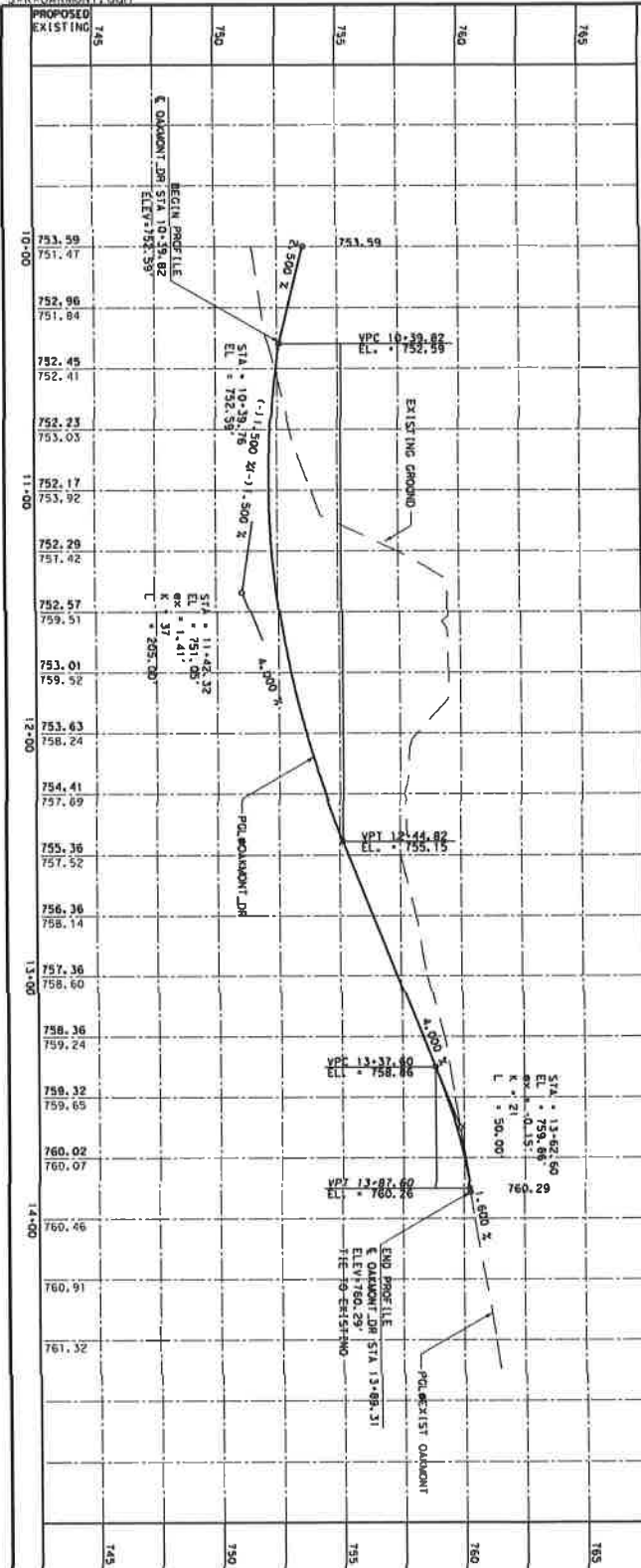
SHEET NO. [Number]

CONTRACT NO. [Number]

CLIENT: [Name]

DATE: [Date]

B/9/2017
1:52:30 PM
SKK/OAKMONT.DWG



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KGI CONSULTING
TYPE REC. # F-208
MICHIGAN CURB
P.E. NO. 126586, DATE 8/3/2017

WILLAMSON
CONSULTANTS
INC.

KGI KENNEDY
Company
A MT Company
TYPE REGISTRATION NO. 202

**NORTH MAYS EXTENSION
ROADWAY PLAN & PROFILE
OAKMONT DR**

SCALE HORIZONTAL: 1"=30'
VERTICAL: 1"=30'

SHEET 6 OF 6
SECTION 48
CONTRACT 48
DATE 8/3/2017
DRAWN BY WILLIAMSON
CHECKED BY SECTION
DATE 8/3/2017

LEGEND

- TRAFFIC FLOW
- EXISTING EASEMENT
- CONCRETE
- 2" MILL & OVERLAY
- FULL RECONSTRUCTION
- REMOVAL
- BONE HOLE

NOTES:

1. DIRECTIONS TO CURB ARE SHOWN TO THE FRONT FACE UNLESS OTHERWISE NOTED.
2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
3. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.
4. SEE DRAINAGE DETAIL SHEET FOR AN INTERSECTION CURB DETAIL.
5. AN INTERSECTION CURB WILL USE 10" TRANSITION. SEE ROADWAY DETAILS SHEET FOR CURB TRANSITION INFORMATION.

Handwritten initials/signature

EXHIBIT "D" (PAGE 3 OF 3)

106.1 to 110.2

ITEM 106

OBLITERATING ABANDONED ROAD

106.1. Description. Obliterate designated sections of abandoned road.

106.2. Construction. Strip and windrow existing topsoil before shaping operations. Remove asphaltic pavement in accordance with applicable item. Remove material designated as salvageable in accordance with applicable items. Remove abandoned structures unless otherwise shown on the plans. Scarify and mix the abandoned roadbed with soil and blade to produce a smooth, uniform appearance. Fill, cut, and shape the designated sections of the abandoned road to blend into the surrounding terrain. Eliminate ditches except where needed to facilitate drainage. Cover disturbed areas with topsoil after shaping operations to facilitate establishment of vegetation.

106.3. Measurement. This Item will be measured by the 100-ft. station along the baseline of the abandoned roadway.

106.4. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Obliterating Abandoned Road." This price is full compensation for salvaging and replacing topsoil; stockpiling or disposal of materials; removal of abandoned structures; scarifying, mixing, and shaping abandoned road; furnishing and operating equipment, and labor, tools, and incidentals.

ITEM 110

EXCAVATION

110.1. Description. Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

110.2. Construction. Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather, at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

