

REAL ESTATE CONTRACT
San Gabriel Ranch Road Dam – Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by MICHAEL A. KROEBER a/k/a MICHAEL ANTHONY KROEBER (collectively 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:

Fee simple interest in and to all of that certain 0.313 acre (13,631 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 2**); and

Temporary Drainage Easement interest in and across that certain 0.01 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described in Exhibit “B” attached hereto and incorporated herein (**Parcel 3DE**); and

Temporary Workspace and Staging Easement interest in and across that certain 0.12 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described in Exhibit “B” attached hereto and incorporated herein (**Parcel 3TCE**); and

Slope and Lateral Support Easement interest in and across that certain 0.016 acre (676 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “C” attached hereto and incorporated herein (**Parcel 3SE**);

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 interests described in Exhibits “A-C” and any improvements thereon, along with any damage to the remaining property of Seller as a result of this transaction, shall be the sum of FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT and 00/100 Dollars (\$5,188.00).

Payment of Purchase Price

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

**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 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 April 30, 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:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit “A”, and deliver to Purchaser a duly executed and acknowledged Slope and Lateral Support Easement conveying such interest in and across all of the Property described in Exhibit “C”, both 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 “D”, attached hereto and incorporated herein. The Slope and Lateral Support Easement shall be in the form as shown in Exhibit “E” attached hereto and incorporated herein.

(2) Deliver to Purchaser a duly executed and acknowledged Temporary Drainage Easement and Temporary Workspace and Staging Easement, conveying such interests in and to all of the Property Described in Exhibit “B”. The Drainage Easement shall be in the form as shown in Exhibit “F”, attached hereto and incorporated herein. The Temporary Workspace and Staging Easement and Grading License shall be in the form as shown in Exhibit “G”.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

SELLER:

Michael A. Kroeber

Michael A. Kroeber a/k/a
Michael Anthony Kroeber

Address: 1309 San Gabriel Ranch Rd.
Liberty, TX 78642

Date: 4-4-2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 2
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.313 ACRE (13,631 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 38, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 1.670 ACRE TRACT OF LAND IN A DEED TO MICHAEL A. KROEBER, RECORDED IN DOCUMENT NO. 2015029207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.313 ACRE (13,631 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY (ROW) SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the centerline intersection of a 50-foot wide road easement (San Gabriel Ranch Road and Mustang Circle), per said plat of San Gabriel River Ranch subdivision, said point being the east corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, of the Official Records of Williamson County, Texas, (O.R.W.C.TX.), same being the north corner of Lot 40, of said San Gabriel River Ranch subdivision, described as a called 0.76 acre tract of land in a deed to Carl Thompson, recorded in Document No. 9915763, O.R.W.C.TX.;

THENCE N 38°17'56" W, with the centerline of said San Gabriel Ranch Road, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, same being the north line of said Lot 37, for the west corner of Lot 39, of said San Gabriel River Ranch subdivision, described as a called 0.77 acre tract of land in a deed to Jeff Dean Case, recorded in Document No. 2002002270, O.P.R.W.C.TX., the south corner of said Lot 38, and the **POINT OF BEGINNING** and the most southerly southeast corner of the parcel described herein;

THENCE departing the proposed north ROW line of said San Gabriel Ranch Road, continuing with the centerline of said San Gabriel Ranch Road, the following two (2) courses and distances numbered 1-2:

- 1) N 38°17'56" W, a distance of 77.54 feet to a calculated point, and
- 2) N 61°00'13" W, a distance of 84.87 feet to a calculated point, for the north corner of said Lot 37, the east corner of Lot 133, of said San Gabriel River Ranch subdivision, described as a called 0.78 acre tract of land in a deed to Joe E. Mireles, Jr., recorded in Document No. 2015108075, O.P.R.W.C.TX., the south corner of Lot 132, of said San Gabriel River Ranch subdivision, described as a called 1.280 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX., and the west corner of said Lot 38 and the southwest corner of the parcel described herein, from which a cotton spindle found, bears N 61°00'13" W, a distance of 1.07 feet;

3) **THENCE** N 20°14'47" E, departing the centerline of said San Gabriel Ranch Road, with the common line of said Lot 132 and said Lot 38, a distance of 108.99 feet to a calculated point, the east corner of said Lot 132, and the south corner of Lot 131, of said San Gabriel River Ranch subdivision, described as a called 1.41 acre tract of land in said deed to Joshua Joe Solis;

4) **THENCE** N 39°45'37" E, with the common line of said Lot 131 and said Lot 38, a distance of 66.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed north right-of-way line of said San Gabriel Ranch Road, for the north corner of the parcel described herein;

THENCE departing the common line of said Lot 131 and said Lot 38, with the proposed north right-of-way line of said San Gabriel Ranch Road, over and across said Lot 38, the following three (3) courses and distances numbered 5-7:

- 5) S 46°36'13" E, a distance of 21.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 6) S 01°05'13" W, a distance of 163.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, and on the north line of said San Gabriel Ranch Road easement,
- 7) S 38°17'56" E, with said San Gabriel Ranch Road easement, a distance of 78.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the common line of said Lot 38 and said Lot 39, for the most easterly southeast corner of the parcel described herein;

8) **THENCE** S 50°49'40" W, continuing with the proposed north right-of-way line of said San Gabriel Ranch Road, same being the common line of said Lot 38 and said Lot 39, a distance of 25.01 feet to the **POINT OF BEGINNING**, and containing 0.313 acres (13,631 sq. ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

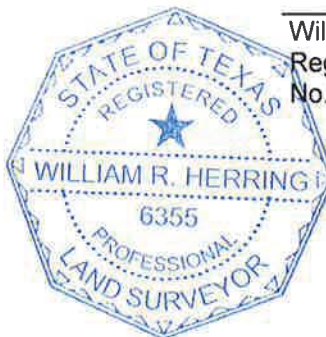
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of January, 2018.

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


1/22/2018
William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

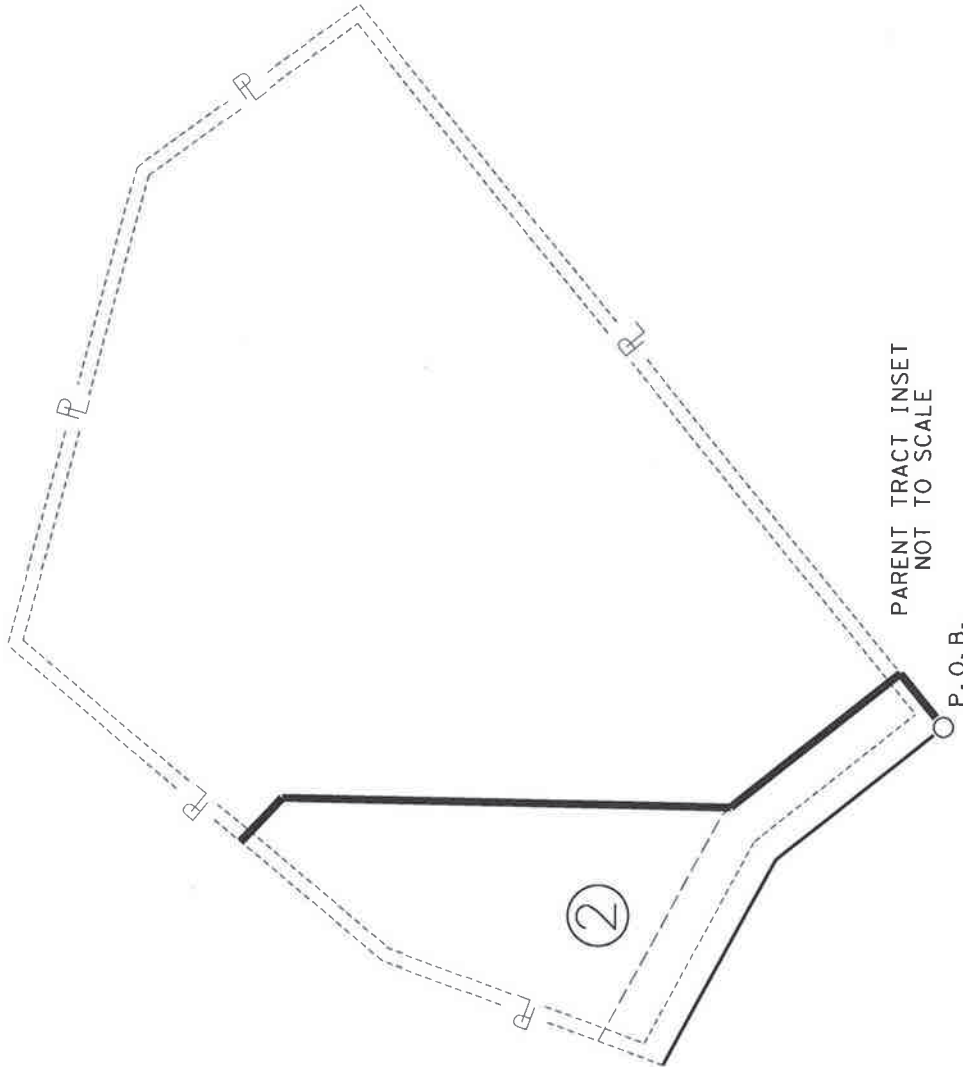


LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- COTTON SPINDLE FOUND
- △ CALCULATED POINT
- P PROPERTY LINE
- () RECORD INFORMATION
- P. O. B. POINT OF BEGINNING
- P. O. C. POINT OF COMMENCING
- P. O. R. POINT OF REFERENCE
- N. T. S. NOT TO SCALE
- P. R. W. C. TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D. R. W. C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O. R. W. C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O. P. R. W. C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DEED LINE (COMMON OWNERSHIP)



NOT TO SCALE



PARENT TRACT INSET
NOT TO SCALE

P. O. B.

FILE:J:\1016037466\100\Survey\02Base\100\Parcel\1\SGRR_Parcel_2_01_R2.dgn
EXISTING 1.670 AC. ACQUIRE 0.313 AC. REMAINING 1.357 AC. LEFT

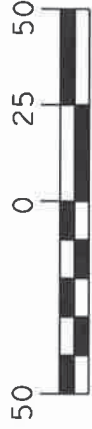


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 526-3029
Texas Firm Registration No. 10064300

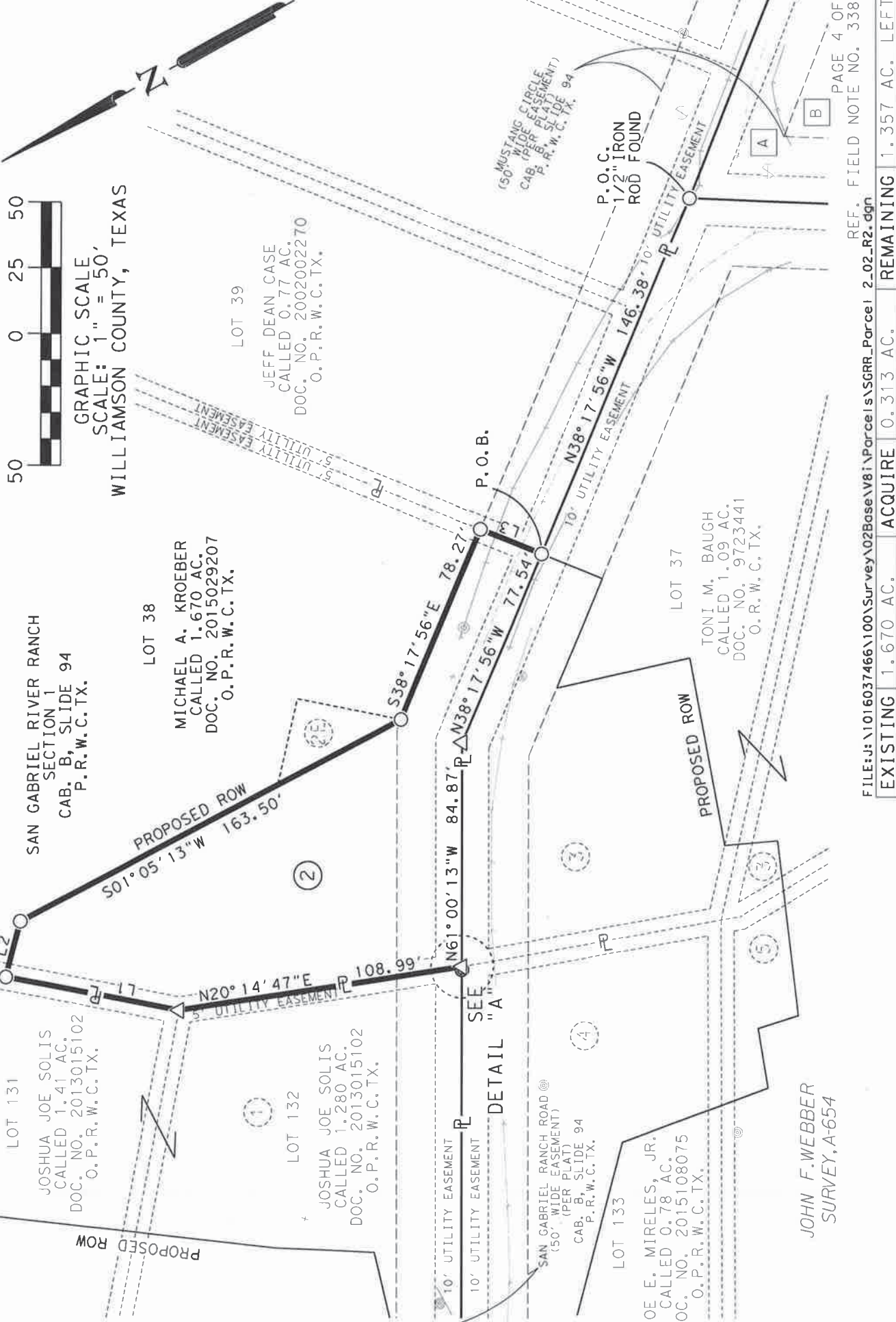
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
PARCEL 2
0.313 AC. (13,631 SQ. FT.)

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010)/NAVD88(GEO1003). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



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



LOT 131
JOSHUA JOE SOLIS
CALLED 1.41 AC.
DOC. NO. 2013015102
O.P.R.W.C.TX.

LOT 132
JOSHUA JOE SOLIS
CALLED 1.280 AC.
DOC. NO. 2013015102
O.P.R.W.C.TX.

LOT 133
JOE E. MIRELES, JR.
CALLED 0.78 AC.
DOC. NO. 2015108075
O.P.R.W.C.TX.

LOT 37
TONI M. BAUGH
CALLED 1.09 AC.
DOC. NO. 9723441
O.R.W.C.TX.

LOT 38
MICHAEL A. KROEBER
CALLED 1.670 AC.
DOC. NO. 2015029207
O.P.R.W.C.TX.

LOT 39
JEFF DEAN CASE
CALLED 0.77 AC.
DOC. NO. 2002002270
O.P.R.W.C.TX.

SEE
"A"
DETAIL

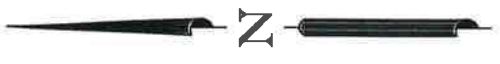
FILE:J:\1016037466\100\Survey\02Base\100\Parcel\SGRR_Parcel_2_02_R2.dgn
EXISTING 1.670 AC. ACQUIRE 0.313 AC. REMAINING 1.357 AC. LEFT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
PARCEL 2
0.313 AC. (13,631 SQ. FT.)

JOHN F. WEBBER
SURVEY, A-654



LINE TABLE

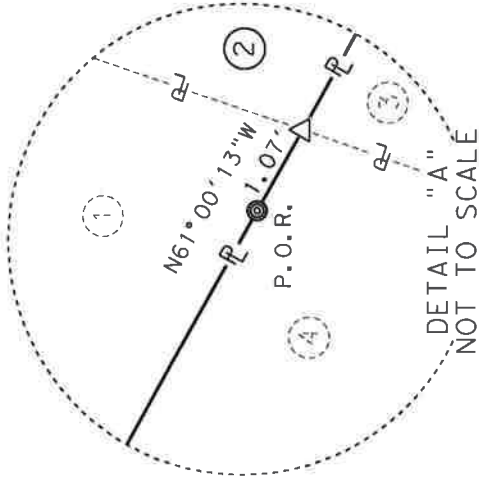
LINE NO.	BEARING	DISTANCE
L1	N39°45'37"E	66.85'
L2	S46°36'13"E	21.75'
L3	S50°49'40"W	25.01'

A

SAN GABRIEL RANCH ROAD
(50' WIDE EASEMENT)
(PER PLAT)
CAB. B, SLIDE 94
P. R. W. C. TX.

B

LOT 40
CARL THOMPSON
CALLED 0.76 AC.
DOC. NO. 9915763
O. R. W. C. TX.



DETAIL "A"
NOT TO SCALE



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

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

1/22/2018
DATE

PAGE 5 OF 5
REF. FIELD NOTE NO. 33839
FILE: J:\1016037466\100\Survey\02Base\100\Parcel\SGRR_Parcel_2-02-R2.dgn

EXISTING 1.670 AC. ACQUIRE 0.313 AC. REMAINING 1.357 AC. LEFT

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



RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
PARCEL 2
0.313 AC. (13,631 SQ. FT.)

EXHIBIT C

County: Williamson
Easement No.: 2E
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR EASEMENT 2E

DESCRIPTION OF A 0.016 ACRE (676 SQ. FT.) EASEMENT, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 38, SAN GABRIEL RIVER RANCH, SECTION 1, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 1.670 ACRE TRACT OF LAND IN A DEED TO MICHAEL A. KROEBER, RECORDED IN DOCUMENT NO. 2015029207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.016 ACRE (676 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the centerline intersection of a 50-foot wide road easement (San Gabriel Ranch Road and Mustang Circle), per said plat of San Gabriel River Ranch subdivision, said point being the east corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, of the Official Records of Williamson County, Texas, (O.R.W.C.TX.), same being the north corner of Lot 40, of said San Gabriel River Ranch subdivision, described as a called 0.76 acre tract of land in a deed to Carl Thompson, recorded in Document No. 9915763, O.R.W.C.TX.;

a) **THENCE** N 38°17'56" W, with the centerline of said San Gabriel Ranch Road, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the right-of-way line of said San Gabriel Ranch Road, same being the north line of said Lot 37, for the west corner of Lot 39, of said San Gabriel River Ranch subdivision, described as a called 0.77 acre tract of land in a deed to Jeff Dean Case, recorded in Document No. 2002002270, O.P.R.W.C.TX., and the south corner of said Lot 38,

b) **THENCE** N 50°49'40" E, with the common line of said Lots 38 and 39, a distance of 25.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed right-of-way line of San Gabriel Ranch Road, same being the existing north easement line of said San Gabriel Ranch Road (a 50 foot wide easement), as recorded in Cabinet B, Slide 94, P.R.W.C.TX., and

c) **THENCE** N 38°17'56" W, departing the common line of Lots 38 and 39, over and across Lot 38, with the existing north easement line of San Gabriel Ranch Road, same being the north proposed right-of-way line of said San Gabriel Ranch Road, a distance of 78.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set for the south corner of the easement described herein and the **POINT OF BEGINNING**;

THENCE over and across said Lot 38, the following three (3) courses and distances numbered 1 – 3:

- 1) N 01°05'14" E, with the proposed north right-of-way line of San Gabriel Ranch Road, a distance of 53.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set for the northwest corner of the easement described herein,
- 2) S 48°18'15" E, departing the proposed north right-of-way line of San Gabriel Ranch Road, a distance of 33.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set for the northeast corner of the easement described herein, and
- 3) S 40°12'47" W, a distance of 40.32 feet to the **POINT OF BEGINNING**, and containing 0.016 acres (676 sq. ft.) of land, more or less.

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

All bearings are based on the Texas Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of January, 2018.

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



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

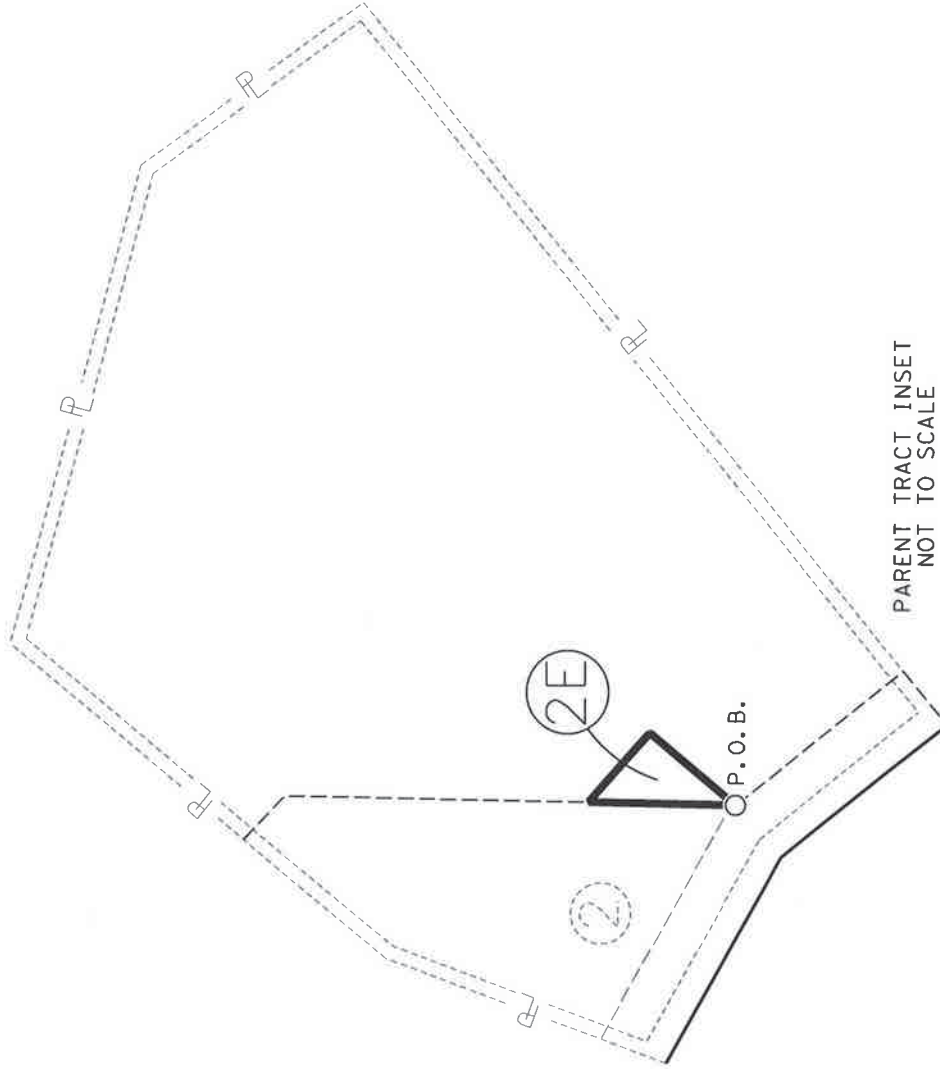


LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- COTTON SPINDLE FOUND
- △ CALCULATED POINT
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



NOT TO SCALE



PARENT TRACT INSET
NOT TO SCALE

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010)/NAVD88(GEO1003). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REF. FIELD NOTE NO. 39417
PAGE 3 OF 5

FILE: J:\1016037466\100\Survey\02Base\081\Parcel\1\SGRR-Parcel 2E-01.dgn

EXISTING 1.670 AC. ACQUIRE 0.000 AC. REMAINING 1.670 AC. LEFT

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



EASEMENT SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
EASEMENT 2E
0.016 AC. (676 SQ. FT.)



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



LOT 131
JOSHUA JOE SOLIS
CALLED 1.41 AC.
DOC. NO. 2013015102
O.P.R.W.C.TX.

LOT 132
JOSHUA JOE SOLIS
CALLED 1.280 AC.
DOC. NO. 2013015102
O.P.R.W.C.TX.

LOT 133
JOE E. MIRELES, JR.
CALLED 0.78 AC.
DOC. NO. 2015108075
O.P.R.W.C.TX.

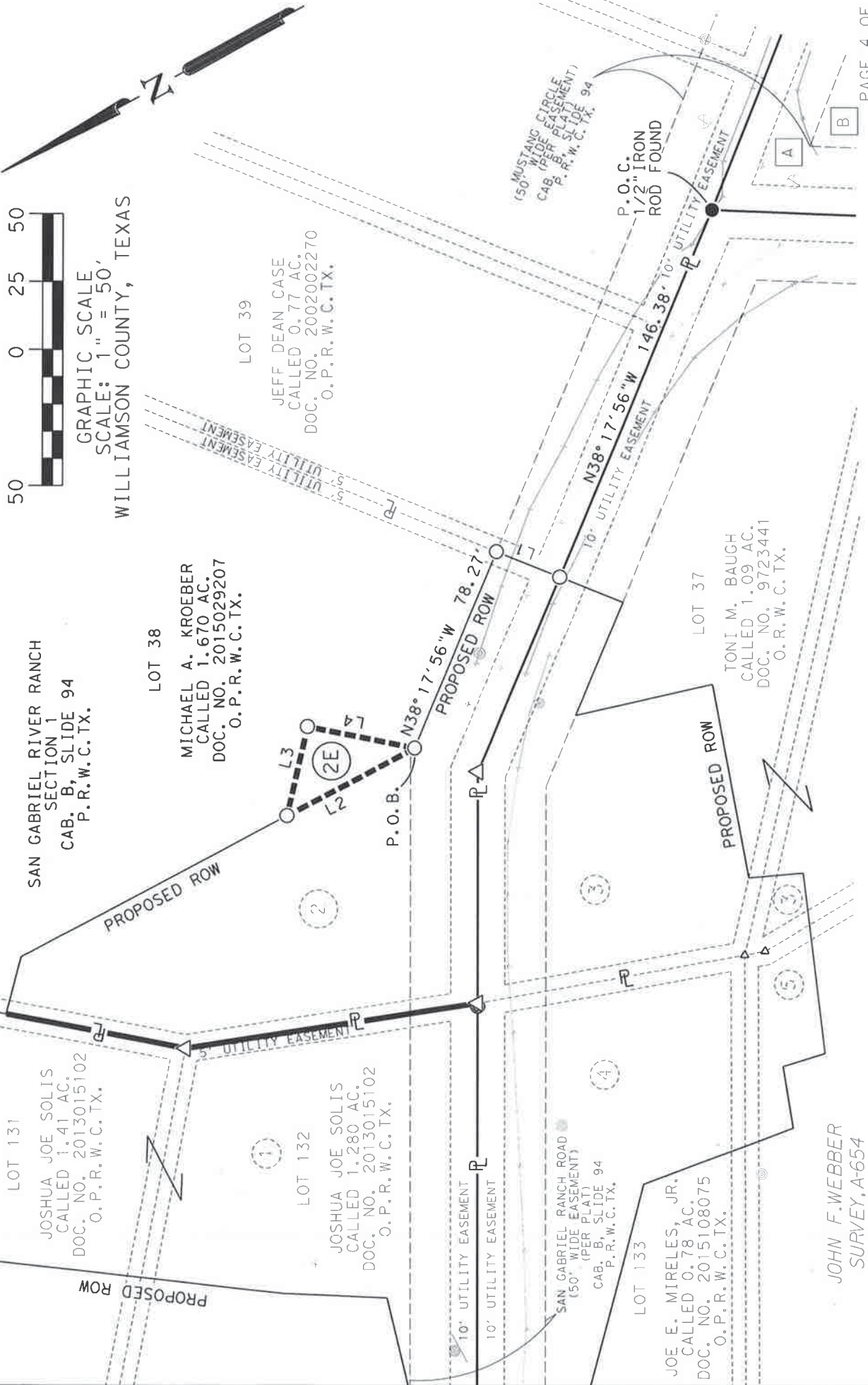
SAN GABRIEL RIVER RANCH
SECTION 1
CAB. B, SLIDE 94
P.R.W.C.TX.

LOT 38
MICHAEL A. KROEBER
CALLED 1.670 AC.
DOC. NO. 2015029207
O.P.R.W.C.TX.

LOT 39
JEFF DEAN CASE
CALLED 0.77 AC.
DOC. NO. 2002002270
O.P.R.W.C.TX.

LOT 37
TONI M. BAUGH
CALLED 1.09 AC.
DOC. NO. 9723441
O.R.W.C.TX.

JOHN F. WEBBER
SURVEY, A-654



FILE: J:\1016037466\100\Survey\02Base\81\Parcel\1\SGRR_Parcel_2E_02.dgn
PAGE 4 OF 5
REF. FIELD NOTE NO. 39417

EXISTING 1.670 AC. ACQUIRE 0.000 AC. REMAINING 1.670 AC. LEFT



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

EASEMENT SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
EASEMENT 2E
0.016 AC. (676 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N50° 49' 40" E	25.01'
L2	N01° 05' 14" E	53.10'
L3	S48° 18' 15" E	33.52'
L4	S40° 12' 47" W	40.32'

A

SAN GABRIEL RANCH ROAD
(50' WIDE EASEMENT)
(PER PLAT)
CAB. B, SLIDE 94
P. R. W. C. TX.

B

LOT 40
CARL THOMPSON
CALLED 0.76 AC.
DOC. NO. 9915763
O. R. W. C. TX.



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

[Signature]

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

1/22/2018
DATE



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

EXISTING 1.670 AC. ACQUIRE 0.000 AC. REMAINING 1.670 AC. LEFT

EASEMENT SKETCH
SHOWING PROPERTY OF
MICHAEL A. KROEBER
EASEMENT 2E
0.016 AC. (676 SQ. FT.)

EXHIBIT "D"

Parcel 2

DEED

San Gabriel Ranch Road Bridge

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 MICHAEL A. KROEBER a/k/a MICHAEL ANTHONY KROEBER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.313 acre (13,631 Sq. Ft.) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**).

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.

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:

EXHIBIT "E"

SLOPE AND LATERAL SUPPORT EASEMENT

San Gabriel Ranch Road

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That MICHAEL A. KROEBER a/k/a MICHAEL ANTHONY KROEBER, his successors and assigns (“Grantor”), for and in consideration of the sum of One and no/100th DOLLARS (\$1.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, (“Grantee”), receipt of which is hereby acknowledged, does hereby Grant, Sell, Donate and Convey, unto Grantee a permanent easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove materials for slope and lateral support of the adjacent roadway facility and related appurtenances and improvements, in, on, under and across the following real property (“Property”), to wit:

See Exhibit “A” attached hereto and incorporated herein for all purposes, being a parcel of land containing approximately 0.016 acre (676 square feet); said area described in further detail by metes and bounds in Exhibit “A” attached hereto and incorporated herein (**Parcel 2SE**).

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, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are non-exclusive, however, Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor shall be specifically prohibited from removing any earth, fill, or other materials from the Property, whether existing or installed by Grantee, and Grantor shall not otherwise impact, alter, or take any action to affect or reduce the lateral support of the adjacent roadway facilities and related appurtenances and improvements, without Grantee’s prior written consent.

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.

The Easement, rights, privileges and obligations granted in this Easement shall be appurtenant to and shall run with Grantor's property, and shall be binding upon and inure to the benefit of the parties to this Easement, their successors, assigns, mortgagees, tenants, guests, employees, representatives, servants and invitees, subject to all matters of record or in existence affecting the Property.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ____ day of _____, 2018.

GRANTOR:

Michael A. Kroeber a/k/a
Michael Anthony Kroeber

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Michael A. Kroeber in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

GRANTEE shall be allowed to extend the duration of the Temporary Drainage Easement identified herein for up to two (2) additional periods of one year each upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$1500 for each additional extension period used.

Grantor hereby retains and shall continue to enjoy the surface of such Temporary Drainage Easement for all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee. Provided, however, that Grantor shall specifically be prohibited from mowing, trimming, or otherwise modifying, removing or altering any vegetation or rip rap cobbles within the Property during the term of the Easement unless otherwise authorized by Grantee in writing.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this Easement.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The temporary easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of storm water drainage or channel and aquatic habitat restoration as described herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the ____ day of _____, 2018.

[signature pages follow]

EXHIBIT "G"

TEMPORARY WORKSPACE AND STAGING EASEMENT

San Gabriel Ranch Road Dam and Channel Improvements

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

That MICHAEL A. KROEBER a/k/a MICHAEL ANTHONY KROEBER, referred to as "Grantor", in consideration of \$10.00 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 workspace and staging easement for the purpose of additional workspace and storage of material and equipment to allow construction of roadway and/or bridge improvements, opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, in-stream vegetative habitat creation and installation of cobbles and other necessary or related material and cross vane drop structures and related appurtenance construction, 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: None.

Following completion of work within the temporary 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 modifications 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 and License 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 twenty-four (24) months 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 bridge, roadway and channel 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 Workspace and Staging Easement identified herein for up to twelve (12) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$250 for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2018.

GRANTOR:

Michael A. Kroeber a/k/a
Michael Anthony Kroeber

Acknowledgement

State of Texas
County of _____

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

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: