

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 14

THIS REAL ESTATE CONTRACT ("Contract") is made by GLENN PATTERSON, BARBARA KAY PATTERSON AND ELIZABETH PATTERSON BAYS (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 2.116 acre (approximately 92,173 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14**); and

Drainage Easement interest in and to all of that certain 0.289 acre (approximately 12,595 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 14DE**);

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO HUNDRED ELEVEN THOUSAND EIGHT HUNDRED THIRTY and 00/100 Dollars (\$211,830.00).

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 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 Georgetown Title Company on or before April 30, 2020, 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 a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas, both free and clear of any and all monetary 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.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

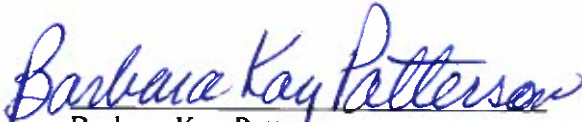


Glenn Patterson

Address: 3651 CA 110

Georgetown TX. 78626

Date: 3-26-20



Barbara Kay Patterson

Address: 100 Cambridge Circle

Waco, TX 76712

Date: 3-21-2020



Elizabeth Patterson Bays

Address: 1400 W. Simms Ln

Axtell TX 76624

Date: 3-21-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 14
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 14

BEING 2.116 acres (92,175 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 124.91 acres, as conveyed to Marvin G. Patterson & Barbara Kay Patterson by deed as recorded in Volume 510, Page 557, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10193854.52, E=3147673.34) on the north line of County Road No. 110, being the south line of the above-referenced 124.91 acre Patterson tract, being the Southwest corner of that certain tract of land, called 7.00 acres, as conveyed to Iva Elizabeth Patterson by deed as recorded in Volume 1902, Page 462, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron rebar found for the Northwest of the above referenced 7.00 acre Iva Elizabeth Patterson tract bears N 23°58'00" W, 468.90 feet;

THENCE, along the said north line of County Road No. 110, as follows; S 66°14'30" W, 833.85 feet to an iron pin set 8.71 feet left of Engineers Centerline Station 104+63.43; S 71°24'30" W, 85.09 feet to an iron pin set 47.84 feet left of Engineers Centerline Station 103+89.92; and S 68°27'45" W, 43.55 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 103+53.43 for the most westerly corner hereof;

THENCE, along a curve to the Right, (Radius = 1,068.00 feet, Delta = 29°40'00" Long Chord bears N 54°41'00" E, 546.80 feet), an arc distance of 552.95 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 108+71.18;

THENCE, N 69°31'00" E, 426.76 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 112+98.55 on the west line of the said 7.00 acre Patterson tract, for the Northeast corner hereof;

THENCE, S 23°58'00" E, 94.56 feet to the Place of **BEGINNING** and containing 2.116 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens

Registered Professional Land Surveyor, No. 5784

State of Texas



Project No. 22009-14

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 14.docx

124.91 AC
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
510/557

W. ADDISON
ABSTRACT N. 21

PROPOSED
DRAINAGE
EASEMENT

92,175 SF
2.116 AC

PROPOSED FOW

STA. 108+71.18
O'S 68.00' LT

STA. 104+63.43
O'S 8.71' LT

STA. 103+89.92
O'S 47.84' LT

STA. 103+53.43
O'S 68.00' LT

(L5)
L5

L4

L3

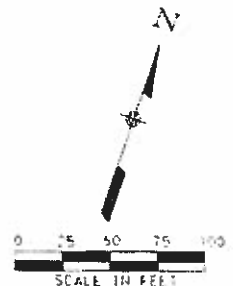
L2

CR 110

223.20 AC
TRACT TWO
BERNARD S. ANDERSON &
GLADYS R. ANDERSON AS
TRUSTEE OF THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
2010022971

145.13 AC
WOODMILLER, LP.,
GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP.,
ROBERT W. TEETER &
WIFE PAMELA S. GOURLEY
2007084259

C. BELL
ABSTRACT N. 112



PAGE 1 OF 3

STEGER BIZZELL

1478 S. AUSTIN AVENUE GEORGETOWN, TX 75220
512.630.9412
MEMBERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON

SCALE:
1"=100'

PARCEL:
14

PROJECT:
CR 111

COUNTY:
WILLIAMSON

WILLIAMSON
COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

0 25 50 75 100
SCALE IN FEET

124.91 AC
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
510/557

7.00 AC
NA ELIZABETH PATTERSON
1902/462

W. ADDISON
ABSTRACT No. 21

92,175 SF
2.116 AC

STA. 112+98.55
O.S. 68.00 LT

POINT OF BEGINNING
STA. 112+03.68
O.S. 28.38 RT
SURFACE ELEVATIONS
N 10193854.52
E 31476.3.34

PROPOSED POW

N 69°31'00" E 426.76

N 69°31'00" E 601.71

MATCH LINE WITH PLAT 1

L2

CR 110

C. BELL
ABSTRACT No. 112

223.20 AC
TRACT TWO
BERNARD S. ANDERSON &
GLADYS R. ANDERSON AS
TRUSTEE OF THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
2010022971

1.00 AC
JANET SUE
PATTERSON
2010055935

5.00 AC
DEBRA BRIGGS
2001029503

PAGE 2 OF 3

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

MARVIN G. PATTERSON &
BARBARA KAY PATTERSON

SCALE:
1"=100'

PARCEL:
14

PROJECT:
CR 111

COUNTY:
WILLIAMSON

WILLIAMSON
COUNTY
1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED

△ CALCULATED POINT

⊕ NAIL FOUND

Ⓢ CENTER LINE

() RECORD INFORMATION

P.O.R. POINT OF REFERENCE

P.O.B. POINT OF BEGINNING

— LINE BREAK

CODE	BEARING	DISTANCE
L1	S 23°58'00" E	94.56'
L2	S 66°14'30" W	833.85'
L3	S 71°24'30" W	85.09'
L4	S 68°27'45" W	43.55'
L5	N 68°27'45" E	977.18'
(L5)	N 71° E	1531 VAR

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1068.00'	552.95'	N 54°41'00" E	546.80'	29°40'00"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. LONE STAR GAS COMPANY, VOL. 239, PG. 19
2. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 276
3. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 278
4. TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, VOL. 555, PG. 278
5. JONAH WATER SUPPLY CORP. VOL. 563, PG. 590
6. JONAH WATER SUPPLY CORP. VOL. 1032, PG. 470

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 DIRECTION AND SUPERVISION.

[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 3 OF 3

STEGE BIZZELL

1978 E. ALSTON AVENUE
 511.300.8412
 COLUMBIANA, TX 75926
 STEGENRZELL.COM
 SURVEYOR

PARCEL PLAT SHOWING PROPERTY OF:

MARVIN G. PATTERSON &
 BARBARA KAY PATTERSON

SCALE:
 1"=100'

PARCEL:
 14

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

WILLIAMSON
 COUNTY
 1848

124.91 AC
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
510/557

PROPOSED
DRAINAGE
EASEMENT
12.595 SF
0.289 AC

POINT OF BEGINNING
STA. 104+50.26
O/S 66.20' LT
SURFACE COORDINATES
N 101°55'59.00"
E 314°58'56.63"

STA. 105+98.27
O/S 58.00' LT

STA. 108+71.18
O/S 58.00' LT

PROPOSED ROW

STA. 103+99.92
O/S 47.84' LT

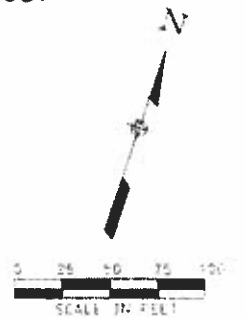
CR-110

STA. 104+63.43
O/S 8.71' LT

POINT OF COMMENCEMENT
STA. 103+53.43
O/S 68.00' LT
SURFACE COORDINATES
N 101°34'45.47"
E 314°57'58.98"

223.20 AC
TRACT TWO
BERNARD S. ANDERSON &
GLADYS R. ANDERSON AS
TRUSTEE OF THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
2010022971

145.13 AC
WOODMILLER, LP..
GERMANY RESOURCES, LTD..
CENTER ACQUISITION, LP..
ROBERT W. TEETER &
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2007084259



PAGE 1 OF 2

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

MARVIN G. PATTERSON &
BARBARA KAY PATTERSON

SCALE:
1"=100'

PARCEL:
14DE

PROJECT:
CR 111

COUNTY:
WILLIAMSON

W
WILLIAMSON
COUNTY
TEXAS

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 23°41'30" E	94.89'
L2	S 66°16'00" W	834.01'
L3	S 71°24'30" W	85.09'
L4	S 68°27'45" W	43.55'
L5	S 68°27'45" W	977.18'
(L5)	N 71° E	1531 VAR
L6	N 13°01'55" W	140.08'
L7	N 76°58'05" E	100.00'
L8	S 36°07'16" E	79.49'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1068.00'	114.10'	N 42°54'45" E	114.05'	6°07'15"
C2	1068.00'	147.40'	S 49°55'32" W	147.27'	7°54'30"
C3	1068.00'	291.46'	N 61°41'45" E	290.56'	15°38'15"

NOTES:

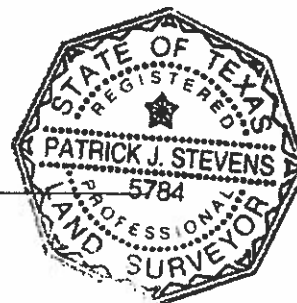
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[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2

STEGER BIZZELL

40001 1075 S. JUSTIN AVENUE GEORGETOWN, TX 78626
 512.881.9112 STEGERBIZZELL.COM
 SURVEYORS PLANNERS ENGINEERS

PARCEL PLAT SHOWING PROPERTY OF:

MARVIN G. PATTERSON &
 BARBARA KAY PATTERSON

SCALE:
 1"=100'

PARCEL:
 14DE

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON



EXHIBIT "C"

Parcel 14

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That GLENN PATTERSON, BARBARA KAY PATTERSON AND ELIZABETH PATTERSON BAYS, 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 2.116 acre (92,173Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 14)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road.


TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 26 day of March, 2020.

[signature page follows]

GRANTOR:


Glenn Patterson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 26 day of March, 2020 by Glenn Patterson, in the capacity and for the purposes and consideration recited therein.



Notary Public, State of Texas



GRANTOR:

Barbara Kay Patterson
Barbara Kay Patterson

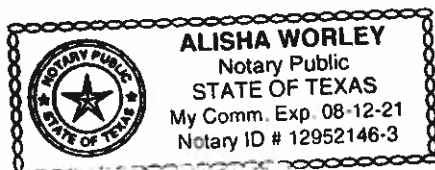
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McHennan

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This instrument was acknowledged before me on this the 21 day of March, 2020 by Barbara Kay Patterson, in the capacity and for the purposes and consideration recited therein.



Alisha Worley
Notary Public, State of Texas

GRANTOR:

Elizabeth Patterson Bays
Elizabeth Patterson Bays

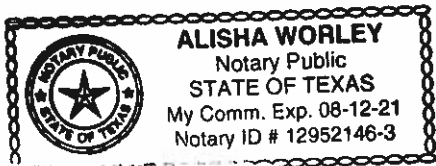
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

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This instrument was acknowledged before me on this the 21 day of March, 2020 by Elizabeth Patterson Bays, in the capacity and for the purposes and consideration recited therein.



Alisha Worley
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Parcel 14

County Road 111/Westinghouse Road

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00442280.DOC

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

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 perpetual 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 stormwater drainage, 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 26 day of March, 2020.

[signature pages follow]

GRANTOR:


Glenn Patterson

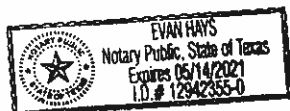
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 26 day of March, 2020 by Glenn Patterson, in the capacity and for the purposes and consideration recited therein.





Notary Public, State of Texas

GRANTOR:

Barbara Kay Patterson
Barbara Kay Patterson

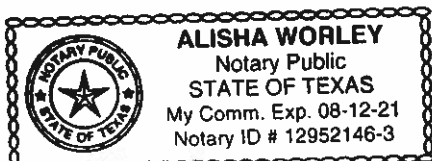
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

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This instrument was acknowledged before me on this the 21 day of March 2020, 2020 by Barbara Kay Patterson, in the capacity and for the purposes and consideration recited therein.



Alisha Worley
Notary Public, State of Texas

GRANTOR:

Elizabeth Patterson Bays
Elizabeth Patterson Bays

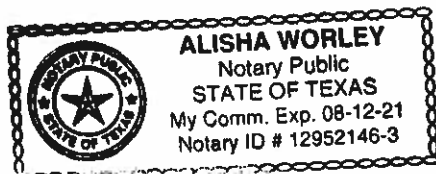
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

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This instrument was acknowledged before me on this the 21 day of March, 2020 by Elizabeth Patterson Bays, in the capacity and for the purposes and consideration recited therein.



Alisha Worley
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT B

County: Williamson
Parcel: 14DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 14DE

BEING a 0.289 of one acre parcel (12,595 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, being a portion of a called 124.91 acre tract of land described in a Warranty Deed with Vendor's Lien to Marvin G. Patterson and wife, Barbara K. Patterson, recorded in Volume 510, Page 557 of the Deed Records of Williamson County, Texas. Said 0.289 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10193475.47, E: 3146788.98) at the intersection of the existing Northwesterly right-of-way line of County Road No. 110 (being a variable width right-of-way at this point) with the proposed Northwesterly right-of-way line of County Road No. 110, also being in the South line of said 124.91 acre tract, said 1/2-inch iron rebar set being 68.00 feet left of and at a right angle to Engineers Centerline Station 103+53.43, from which a 1/2-inch iron rebar found in said existing Northwesterly right-of-way line of County Road No. 110 and said South line of the 124.91 acre tract, bears South 68°27'45" West a distance of 977.18 feet;

THENCE departing said existing Northwesterly right-of-way line of County Road No. 110, over and across said 124.91 acre tract, along said proposed Northwesterly right-of-way line of County Road No. 110 and Northeasterly along the arc of a curve to the right having a radius of 1068.00 feet, an arc length of 114.10 feet, a delta angle of 06°07'15", and a chord which bears North 42°54'45" East a distance of 114.05 feet to the Southwest corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10193559.00, E: 3146866.63) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 104+60.26;

THENCE departing said proposed Northwesterly right-of-way line of County Road No. 110, and continuing over and across said 124.91 acre tract, the following three (3) courses and distances:

1. **North 13°01'55" West** a distance of **140.08** feet to the Northwest corner of the herein described tract;
2. **North 76°58'05" East** a distance of **100.00** feet to the Northeast corner of the herein described tract; and

3. **South 36°07'16" East** a distance of **79.49** feet to the Southeast corner of the herein described tract and being in said proposed Northwestern right-of-way line of County Road No. 110, said point being 68.00 feet left of and at a right angle to Engineers Centerline Station 105+98.27, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency in said proposed Northwestern right-of-way line of County Road No. 110, bears along the arc of a curve to the right having a radius of 1068.00 feet, an arc length of 291.46 feet, a delta angle of 15°38'15", and a chord which bears North 61°41'45" East a distance of 290.56 feet;

THENCE continuing over and across said 124.91 acre tract, along said proposed Northwestern right-of-way line of County Road No. 110 and along the arc of a curve to the left having a radius of 1068.00 feet, an arc length of 147.40 feet, a delta angle of 07°54'30", and a chord which bears **South 49°55'32" West** a distance of **147.27** feet to the **POINT OF BEGINNING** and containing 0.289 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

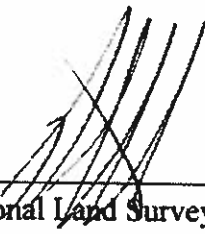
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.


 _____ Patrick J. Stevens
 Registered Professional Land Surveyor, No. 5784
 State of Texas

