

**REAL ESTATE CONTRACT**  
**CR 104 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON (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 0.107 acre tract of land, more or less, out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein. (Parcel 4); and

Waterline easement interest in and across of that certain 0.046 acre tract of land, more or less, being out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein. (Parcel 4WE); and

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 and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## **ARTICLE II PURCHASE PRICE**

### Purchase Price and Additional Compensation

2.01. The purchase price for the Property, and compensation for any damages to the remaining property of Seller, shall be the sum of TWO THOUSAND and 00/100 Dollars (\$2,000.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of TWO THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$2,640.00) for the purchase of any improvements or the replacement of fencing of Seller.

### Special Provisions and Additional Consideration

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any relocation or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

2.02.1 As an obligation which shall survive the closing of this transaction, Purchaser agrees that prior to the issuance by Purchaser of a certificate of completion for construction of the proposed CR 104 improvements, Purchaser and its contractors or agents shall comply with any TCEQ requirements or regulations for erosion control devices or procedures during roadway construction projects, and shall remove any debris or other material which prevents Seller from crossing the existing low water crossing/driveway and accessing its remaining property which are deposited and which are caused by and result from the CR104 construction project activities.

### Payment of Purchase Price

2.03. The Purchase Price and Additional Compensation, if any, 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 knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 Texas American Title Company on or before February 8, 2010, 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 Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", and a duly executed and acknowledged Waterline Easement in and across the property described in Exhibit "B", except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest 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."

(3) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, 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 ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

**ARTICLE VIII  
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 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.

**ARTICLE IX  
MISCELLANEOUS  
Notice**

9.01. 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**

9.02. 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**

9.03. 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**

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

*[signature page follows]*


**SELLER:**

  
Richard Charles Schmickrath

Date: 1-25-10

Address: 1011 CR 104

Georgetown, TX  
78626

  
Carol Jean Schmickrath

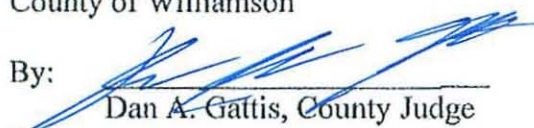
Date: 1-25-10

Address: 1011 CR 104

Georgetown, TX 78626

**PURCHASER:**

County of Williamson

By:   
Dan A. Gattis, County Judge

Date: 2-7-10

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



EXHIBIT

A

PERIMETER DESCRIPTION

SCHMICKRATH

BEING 0.107 of an acre (4,646 Square Feet) of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said land being a portion of that certain tract of land, called 11.22 acres, as conveyed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath, by deed as recorded in Volume 1729, Page 380, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2009, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of County Road No. 104, marking the Northwest corner of the above-referenced 11.22 acre Schmickrath tract, being on the west line of an area called Bacchus Park as shown on the plat of SRM Ranch Subdivision, a subdivision of record in Cabinet B, Slide 220, of the Plat Records of Williamson County, Texas, for the most northerly corner hereof;

THENCE, S 03°47'45" W, 131.47 feet, to an iron pin set on the south line of the said 11.22 acre Schmickrath tract, being the north line of that certain Tract I, called 62.00 acres, as conveyed to David Curtis Belt and Patricia Carol Belt, husband and wife, by deed recorded in Volume 2206, Page 720, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, N 85°05'30" W, 69.23 feet, to a nail found on the said east line of County Road No. 104, marking the Southwest corner of the said 11.22 acre Schmickrath tract, being the Northwest corner of the said 62.00 acre Belt Tract I, being on the West line of the said Bacchus Park, for the Southwest corner hereof;

THENCE, along the said east line of County Road No. 104, N 30°17'30" E, 49.20 feet, to a calculated point and N 32°34'00" E, 98.22 feet, to the Place of BEGINNING and containing 0.107 of an acre (4,646 Square Feet) of land.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described here on and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 6th day of March, 2009, A.D.

Brian F. Peterson

Registered Professional Land Surveyor, No. 3967

State of Texas

Project No. 21120-2 Schmickrath



STEGE BIZZELL

1078 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, RIGHT-OF-WAY ACQUISITION  
 IMPROVEMENT SURVEY OF A PORTION OF THE SCHMICKRATH TRACT SITUATED IN THE WOODRUFF  
STUBBLEFIELD SURVEY, ABSTRACT No. 566  
 OF RECORD IN VOLUME 1720, PAGE 380 OF THE DEED RECORDS OF  
WILLIAMSON COUNTY COUNTY TEXAS.

PERIMETER DESCRIPTION:

X ATTACHED  
 NOT REQUIRED

SCALE: 1"=100'



9.46 AC  
 WAYNE M. GATTIS and  
 wife, GLENDA R. GATTIS  
 514/251

0.65 AC  
 JAMES A. JR.  
 and wife, LORI L.  
 SCHROEDER  
 154/162

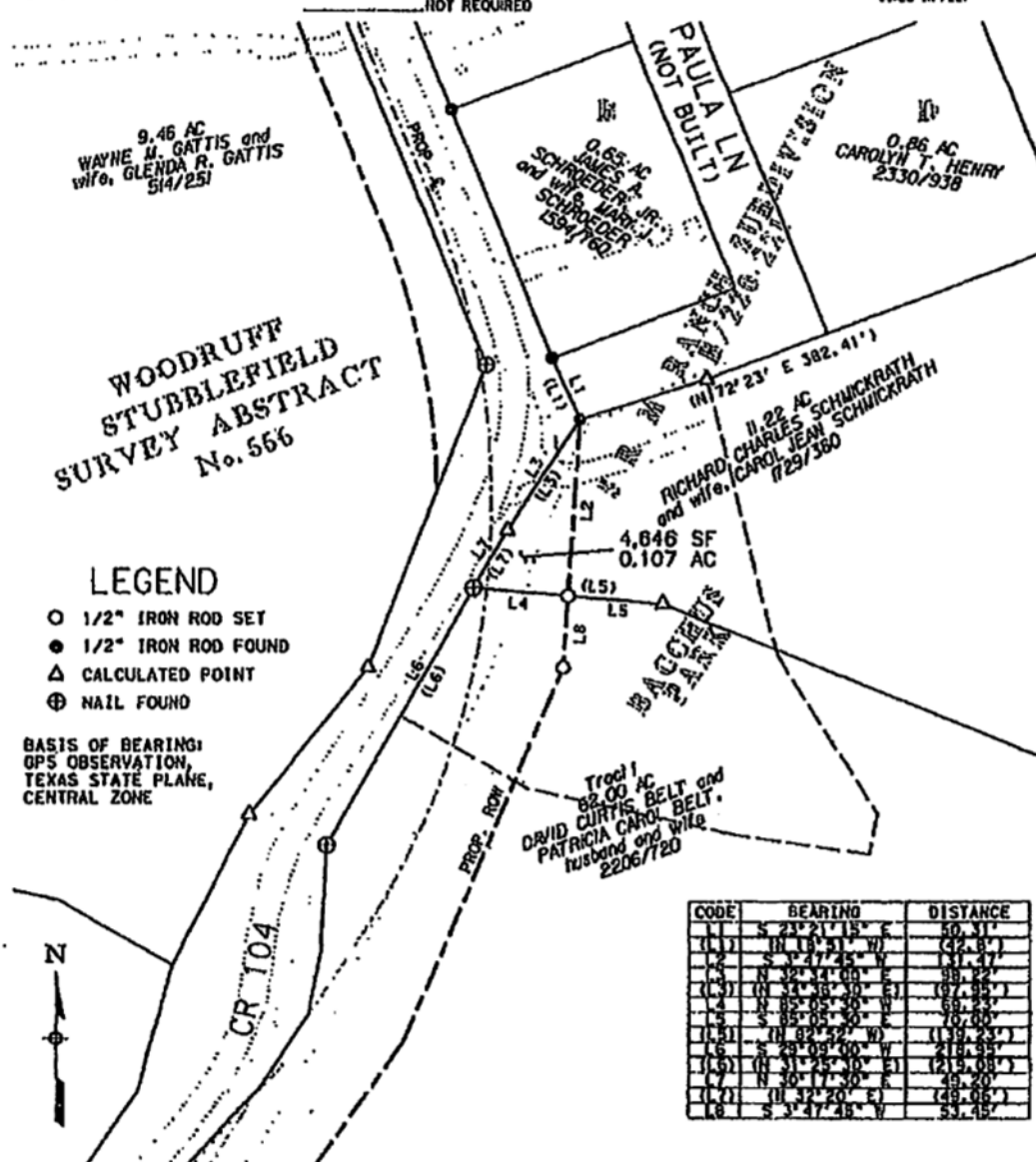
0.86 AC  
 CAROLYN T. HENRY  
 2330/938

WOODRUFF  
 STUBBLEFIELD  
 SURVEY ABSTRACT  
 No. 566

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊕ NAIL FOUND

BASIS OF BEARING:  
 GPS OBSERVATION,  
 TEXAS STATE PLANE,  
 CENTRAL ZONE



82.00 AC  
 DAVID CURTIS BELT and  
 PATRICIA CAROL BELT  
 husband and wife  
 2206/120

CODE	BEARING	DISTANCE
(1)	S 23° 21' 18" E	50.31'
(1.1)	N 18° 51' W	(42.8')
(2)	S 77° 25' W	31.47'
(3)	N 32° 14' 00" E	38.12'
(3.1)	N 31° 48' 30" E	(37.95')
(4)	N 82° 05' 30" W	58.23'
(5)	S 85° 05' 30" E	70.00'
(5.1)	N 82° 52' W	(139.23')
(6)	S 29° 09' 00" W	218.38'
(6.1)	N 31° 25' 30" E	(215.08')
(7)	N 30° 17' 30" E	49.20'
(7.1)	N 32° 20' E	(49.05')
(8)	S 3° 47' 45" W	53.45'

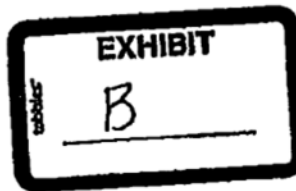
I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 12 DAY OF APRIL, 2009. THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48491 EFFECTIVE DATE OF SEPTEMBER 28, 2008 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL C53256 OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



STEGER BIZZELL

13000 1828 S. AUSTIN AVENUE GROUNDWATER DETECTION  
 76706 DALLAS, TEXAS 75241  
 TEL: 972.255.5515 FAX: 972.255.5516  
 WWW.STEGERBIZZELL.COM



PERIMETER DESCRIPTION

SCHMICKRATH BASEMENT -- (JL)

BEING 0.046 of an acre (2,019 Square Feet) of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said land being a portion of that certain tract of land, called 11.22 acres, as conveyed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath, by deed as recorded in Volume 1729, Page 380, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2009, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of County Road No. 104, marking the Northwest corner of the above-referenced 11.22 acre Schmickrath tract; being on the west line of an area called Bacchus Park as shown on the plat of SRM Ranch Subdivision, a subdivision of record in Cabinet B, Slide 220, of the Plat Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 11.22 acre Schmickrath tract, N 72°07'45" E, 16.14 feet, to a point for the Northeast corner hereof;

THENCE, S 03°47'45"W, 137.72 feet, to a point on the south line of the said 11.22 acre Schmickrath tract, being the north line of that certain Tract I, called 62.00 acres, as conveyed to David Curtis Belt and Patricia Carol Belt, husband and wife, by deed as recorded in Volume 2206, Page 720, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said south line of the 11.22 acre Schmickrath line being the north line of the said 62.00 acre Belt Tract I, N 85°05'30" W, 15.00 feet, to an iron pin set for the Southwest corner hereof;

THENCE, N 03°47'45" E, 131.47 feet, to the Place of BEGINNING and containing 0.046 of an acre (2,019 Square Feet) of land.

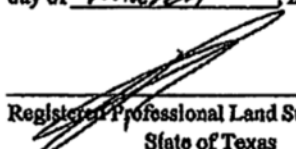
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described here on and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 6th day of March, 2009, A.D.

  
\_\_\_\_\_  
Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas  
Project No. 21120-2 Schmickrath



**STEGEN BIZZELL**  
1978 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, WATER LINE E MENT ACQUISITION  
 IMPROVEMENT SURVEY OF A PORTION OF THE SCHMICKRATH TRACT SITUATED IN THE WOODRUFF  
STUBBLEFIELD SURVEY, ABSTRACT No. 566

OF RECORD IN VOLUME 1729, PAGE 380 OF THE DEED RECORDS OF  
WILLIAMSON COUNTY COUNTY TEXAS.

PERMETER DESCRIPTION:

X ATTACHED  
 NOT REQUIRED

SCALE: 1"=100'

0 25 50 75 100  
 SCALE IN FEET

9.46 AC  
 WAYNE N. GATTIS and  
 wife, GLENN R. GATTIS  
 514/251

0.65 AC  
 JAMES A. SCHROEDER, JR.  
 and wife, LINDA J. SCHROEDER  
 1251/190

0.86 AC  
 CAROLYN T. HENRY  
 2330/938

WOODRUFF  
 STUBBLEFIELD  
 SURVEY ABSTRACT  
 No. 566

### LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊕ NAIL FOUND

BASIS OF BEARING:  
 GPS OBSERVATION,  
 TEXAS STATE PLANE,  
 CENTRAL ZONE

11.22 AC  
 RICHARD CHARLES SCHMICKRATH  
 and wife, CAROL JEAN SCHMICKRATH  
 1129/380

2,019 SF  
 0.046 AC

62.00 AC  
 DAVID CURTIS BELT and  
 PATRICIA CAROL BELT,  
 husband and wife  
 2206/190

CODE	BEARING	DISTANCE
(1)	S 23° 21' 18" E	50.31'
(1.1)	N 18° 51' W	(24.8')
(2)	N 12° 07' 45" E	16.13'
(3)	S 4° 47' 48" W	13.72'
(4)	N 85° 05' 30" W	15.00'
(5)	N 1° 47' 48" E	13.47'
(6)	N 85° 05' 30" W	29.23'
(7)	S 85° 05' 30" E	55.00'
(7.1)	N 82° 52' W	(138.23')
(8)	S 1° 47' 48" W	51.45'

I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 22 DAY OF MAY, 2009; THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48401, EFFECTIVE DATE OF SEPTEMBER 28, 2008, AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL C03266 OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



STEGER & BIZZELL	
DATE: 5/19/09	DEED: 1729-380
BOOK: 618-038-112	PAGE: 618-038-112
BY: STEGER & BIZZELL	FOR: STEGER & BIZZELL, L.L.C.
PLANNED BY: STEGER & BIZZELL	SURVEYED BY: STEGER & BIZZELL

JCB-NO. 21120-2



**SPECIAL WARRANTY DEED**  
CR 104 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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS,** Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed County Road 104 roadway improvements ("Project"); and,

**WHEREAS,** the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, 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, 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 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:

All of that certain 0.107 acre of land, more or less, situated in the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein

**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.

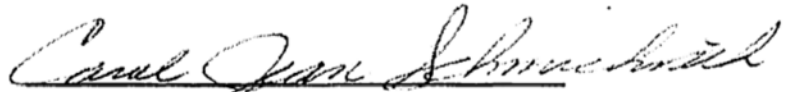
**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors 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 by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 25<sup>th</sup> day of January, 2010.

**GRANTOR:**

  
Richard Charles Schmickrath

  
Carol Jean Schmickrath

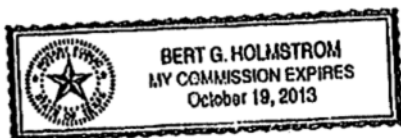
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

§  
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This instrument was acknowledged before me on this the 25<sup>th</sup> day of January, 2010 by Richard Charles Schmickrath and Carol Jean Schmickrath, 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

**GRANTEE'S MAILING ADDRESS:**

Williamson County  
c/o County Judge Dan A. Gattis  
County Courthouse  
701 Main Street  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**



**WATERLINE EASEMENT**

**THE STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

**KNOW ALL BY THESE PRESENTS:**

That RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, DEDICATE and CONVEY unto JONAH WATER SPECIAL UTILITY DISTRICT ("Grantee") certain rights and interests in the nature of a perpetual waterline easement to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris which interfere with the purposes of the easement therefrom, in, upon, over, under, above and across the following described property, to-wit:

All that 0.046 acre tract of land situated in the Woodruff Stubblefield Survey, Abstract No. 536, Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of waterline facilities, to-wit: lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, drainage pipes and all other subsurface waterline structures, and any necessary accessories or operations.

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

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



The easement, rights and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

- (a) the right to remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of any waterline structure, improvement or facility;
- (b) the right of ingress to and egress from the easement over and across Grantor's property, if necessary, by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor;
- (c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities thereon, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder.
- (e) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use of the easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall either cause to be replaced, or provide compensation for replacement of, any fence on Grantor's property which is relocated as a result of the activities described herein;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's property;
- (c) To the extent allowed by law Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

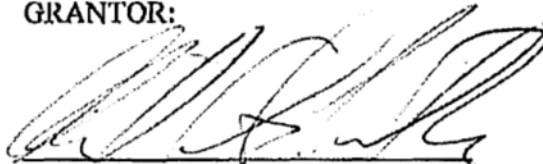
Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

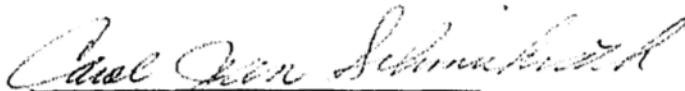
TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 25th day of January, 2010

GRANTOR:



Richard Charles Schmickrath



Carol Jean Schmickrath

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

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This instrument was acknowledged before me on this the 25<sup>th</sup> day of January, 2012, by Richard Charles Schmickrath and Carol Jean Schmickrath, in the capacity and for the purposes and consideration therein expressed.



Bert G. Holmstrom  
Notary Public, State of Texas

**Prepared in the Office of:**

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

**After recording please return to:**