

**REAL ESTATE CONTRACT**  
Ronald Reagan Blvd.--Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HOWARD K. PIERCE and MYRNA RUTH PIERCE (referred to in this Contract as "Seller", whether one or more) 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 2.53 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Tract 7); and

All of that certain 8.24 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Tract 9); and

All of that certain 2.02 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Tract 10)

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 Exhibits "A-C", 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 fee simple interest in and to the Property described in Exhibits "A-C", and for any improvements or damages or cost to cure the remaining property of Seller, shall be the sum of TWO HUNDRED SEVENTY THOUSAND and 00/100 Dollars (\$270,000.00).

### Payment of Purchase Price

2.0. 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 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 March 5, 2012, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A-C", 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 deeds 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 Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests 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.

#### 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 the Williamson County Commissioner's Court, which date is indicated beneath the 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:**

Howard K. Pierce

Howard K. Pierce

Date: 2-15-12

Address: 120 Chris Ln

Florence TX 76527

Myrna Ruth Pierce

Myrna Ruth Pierce

Date: 2-15-12

Address: 1303 Georgian St.

Austin TX 78756

**PURCHASER:**

COUNTY OF WILLIAMSON

By: [Signature]

Dan A. Gattis, County Judge

Date: 02-06-2012

Address: 710 Main Street

Suite 101

Georgetown, Texas 78626

DRAWING FILE: R:\Eggs\04\40051\_PARMER\_EXT\40051-2008-2008\DRAWINGS\EXHIBITS\REVISED EXHIBITS 1-10\40051\_PARCEL 7\_PIERCE\_R011570\_REV\_2010.DWG Jan 23, 2010 - 11:41 am jmc

2.53 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT NO. 653 IN WILLIAMSON COUNTY, TEXAS



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).

| LEGEND     |  |
|------------|--|
| ⊙          | 1/2" IRON PIN FOUND NO CAP             |
| ○          | 1/2" IRON PIN SET YELLOW CAP, "CS,LTD" |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| D.R.W.C.   | DEED RECORDS WILLIAMSON CO.            |

LEMUEL WALTERS SURVEY  
ABSTRACT NO. 653

MARGIE RUTH ISCHY  
DOC. No. 2004063401  
O.P.R.W.C.

HOWARD B. PIERCE, ET UX  
VOL. 910, PG. 715 D.R.W.C.

P.O.B.

3RD TRACT  
MARVIN ANDRES, ET UX  
VOL. 428, PG. 396 D.R.W.C.



CURVE TABLE (NO RECORD)

| NUMBER | DELTA     | RADIUS  | ARC    | CHORD  | DIRECTION     |
|--------|-----------|---------|--------|--------|---------------|
| C1     | 03°14'52" | 2875.00 | 162.97 | 162.94 | S 39°37'02" E |

PARCEL 7  
PIERCE R011570

REV 1/10



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 100, Dallas, Texas 75228  
(812) 930-1111  
www.cbsurveying.com

EXHIBIT

A

SHEET

1 OF 2

FIELD NOTES  
JOB NO: 40051-03  
DATE: January 29, 2010  
PAGE: 2 of 2  
PARCEL 7 - PIERCE R011570  
Revision 1/10

### 2.53 ACRES

BEING 2.53 acres out of the Lemuel Walters Survey, Abstract No. 653, Williamson County, Texas and being a portion of that tract described as 61.52 acres in a Warranty Deed with Vendors Lien to Howard B. Pierce, et ux dated February 28, 1983 and recorded as Volume 910, Page 715 of the Deed Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD" in the east line of that tract described as 57.95 acres in a special Warranty Deed to Margie Ruth Ischy dated August 5, 2004 and recorded as Doc. #2004063401 of the Official Public Records of Williamson County, Texas for the most westerly southwest corner of said Pierce tract and being the most northerly northwest corner of that tract described as 3rd Tract, in a Deed to Marvin Andres, et ux, dated May 10, 1959 and recorded as Volume 428, Page 396 of said deed records and being the southwest corner of this tract from which a ½" Iron pin found for the southeast corner of said Ischy tract bears S21°35'38"W 825.66 feet;

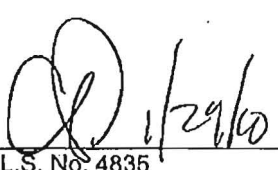
THENCE: N21°46'58"W 870.56 feet with the east line of said Ischy tract and the west line of said Pierce tract to a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD" for the most northerly corner of this tract;

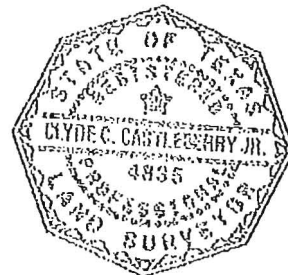
THENCE: across said Pierce tract in the following two (2) courses:

1. S37°59'36"E 742.84 feet to a ½" Iron pin set with a yellow plastic cap inscribed "CS, LTD
2. 162.97 feet along a curve to the left, ( $\Delta=03^{\circ}14'52"$ ,  $r=2875.00$  feet, it bears S39°37'02"E 162.94 feet), to a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD" in the north line of said Andres 3<sup>rd</sup> Tract and the south line of said Pierce tract for the southeast corner of this tract;

THENCE: S67°44'31"W 257.54 feet with the north line of said Andres 3<sup>rd</sup> Tract and the south line of said Pierce tract to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

  
Clyde C. Castleberry Jr., R.P.L.S. No. 4835  
Castleberry Surveying, Ltd.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628



CCC/tcp



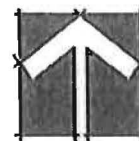
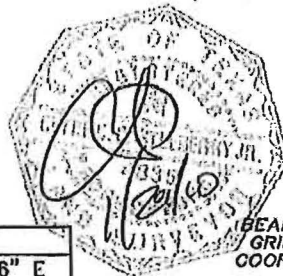
DRAWING FILE: R:\EGP\04\40051\PARCEL 9\_PIERCE\_R098998\_R362907\_REV\_2010.DWG Jan 28, 2010 - 12:16 pm James

# EXHIBIT TO ACCOMPANY FIELD NOTE FOR 8.24 ACRES (1/4) OF THE LEMUEL WALTER SURVEY, ABSTRACT NO. 653, IN WILLIAMSON COUNTY, TEXAS

| LEGEND     |  |
|------------|--|
| O          | 1/2" IRON PIN SET YELLOW CAP, CS,LTD   |
| +          | CALCULATED POINT                       |
| ⊕          | FENCE POST                             |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| O.R.W.C.   | OFFICIAL RECORDS WILLIAMSON CO.        |
| D.R.W.C.   | DEED RECORDS WILLIAMSON CO.            |

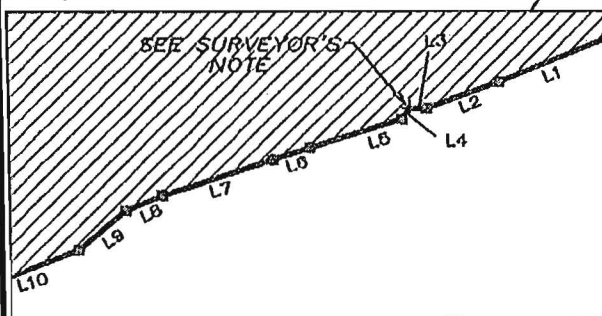
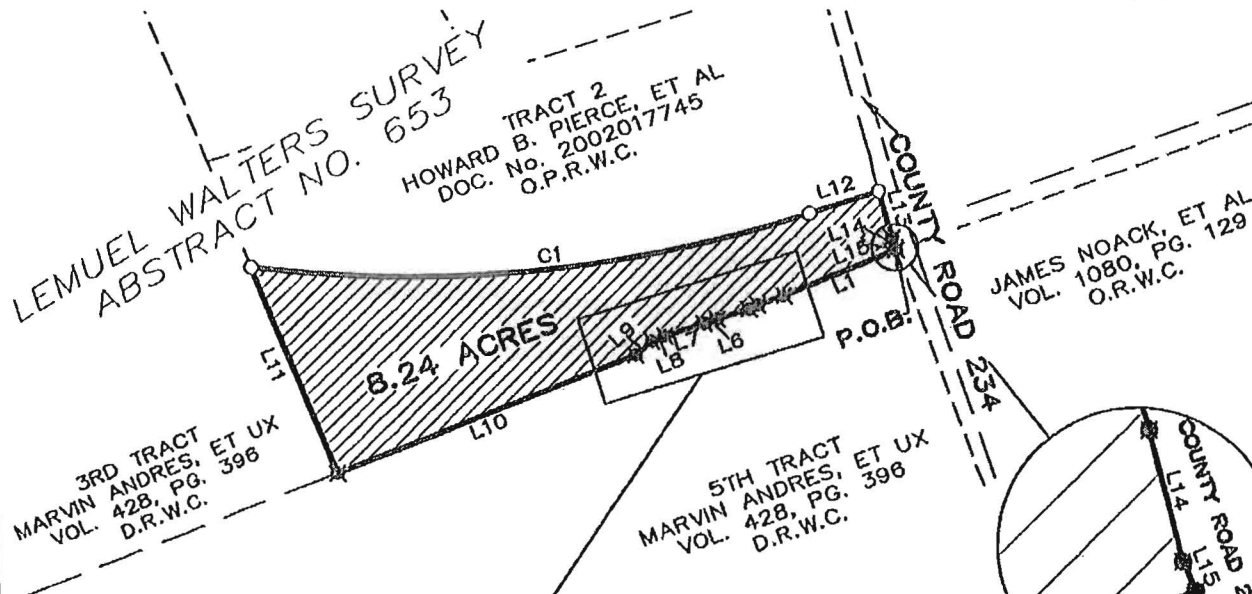
CURVE TABLE (NO RECORD)

| NUMBER | DELTA     | RADIUS  | ARC     | CHORD   | DIRECTION     |
|--------|-----------|---------|---------|---------|---------------|
| C1     | 25°22'34" | 2875.00 | 1273.37 | 1262.98 | N 84°33'06" E |



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).



**SURVEYORS NOTE:**  
Deed 20020177745 states "...with  
existing fence line...". no fence  
was found in this area, however a  
tree stump wrapped in wire and  
an old fence post without wire  
was found as evidence of old  
fence line.

**PARCEL 9**  
PIERCE R098998, R362907

LINE TABLE

| NUMBER | DIRECTION     | DISTANCE | RECORD                      |
|--------|---------------|----------|-----------------------------|
| L1     | S 67°57'41" W | 275.41'  | N 70°27' E 325.68' OVERALL  |
| L2     | S 70°08'33" W | 62.55'   | N 70°27' E 325.68' OVERALL  |
| L3     | S 87°27'38" W | 13.68'   | N 88°20' E 27.25'           |
| L4     | S 35°33'56" W | 10.46'   | N 22°22' E 10.53'           |
| L5     | S 72°23'29" W | 75.76'   | N 74°26'30" E 97.19'        |
| L6     | S 71°17'31" W | 30.67'   | N 79°11' E 49.99'           |
| L7     | S 72°02'28" W | 93.10'   | N 70°29'30" E 86.19'        |
| L8     | S 67°55'32" W | 32.24'   | NO RECORD                   |
| L9     | S 49°57'54" W | 49.16'   | N 51°00'30" E 41.33'        |
| L10    | S 68°23'04" W | 727.90'  | N 70°38' E 735.53 OVERALL   |
| L11    | N 21°26'53" W | 504.38'  | S 19°03' E 1470.02' OVERALL |
| L12    | N 71°51'49" E | 165.58'  | NO RECORD                   |
| L13    | S 15°45'25" E | 110.42'  | N 12°44' W 393.92' OVERALL  |
| L14    | S 13°48'11" E | 23.24'   | NO RECORD                   |
| L15    | S 22°24'50" E | 5.45'    | NO RECORD                   |

REV 1/10



**Castleberry Surveying, Ltd.**

3813 Williams Drive, Suite 100, Dallas, Texas 75228  
(512) 938-1889 fax  
www.castleberry-surveying.com

EXHIBIT

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OF

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FIELD NOTES

JOB NO: 40051-03

DATE: January 29, 2010

PAGE: 2 of 3

PARCEL 9 - PIERCE R096998-R362907

Revision 1/10

**8.24 ACRES**

BEING 8.24 acres out of the Lemuel Walters Survey, Abstract No.653, Williamson County, Texas and being a portion of that Tract 2 described in a General Warranty Deed to Howard B. Pierce, et al, dated May 5, 2002 and recorded as Doc.# 2002017745 of the Official Public Records of Williamson County, Texas and being further described as that Second Tract in a Deed to Jenive Bowles Stapp, dated July 31, 1980 and recorded in Volume 804, Page 248 of the Deed Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at a fence corner post found in the west margin of County Road 234 and being the most easterly northeast corner of that 5<sup>th</sup> Tract described in a Deed to Marvin Andres, et ux, dated May 10, 1959 and recorded as Volume 428, Page 396 of said deed records, being the southeast corner of said Pierce Tract 2 and this tract;

THENCE: with the north line of said Andres tract as occupied along a fence line and the south line of said Pierce Tract 2 as occupied along a fence line and this tract the following ten (10) courses:

1. S67°57'41"W 275.41 feet to a fence post,
2. S70°08'33"W 62.55 feet to a fence post,
3. S87°27'36"W 13.68 feet to a fence post,
4. S35°33'56"W 10.46 to a calculated point,
5. S72°23'29"W 75.76 feet to a fence post,
6. S71°17'31"W 30.57 feet to a fence post,
7. S72°02'26"W 93.10 feet to a fence post,
8. S67°55'32"W 32.24 feet to a fence post,
9. S49°57'54"W 49.16 feet to a fence post,
10. S68°23'04"W 727.90 feet to fence post being the occupied southeast corner of that 3<sup>rd</sup> Tract as described in said Andres deed (428/396) and the southwest corner of said Pierce Tract 2 and this tract;

THENCE: N 21°26'53"W 504.36 feet with the east line of said Andres 3<sup>rd</sup> Tract and the west line of said Pierce Tract 2 to a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD" for the northwest corner of this tract;

THENCE: across said Pierce Tract 2 the following two (2) courses:

1. 1273.37 feet along a curve to the left, (Δ=25°22'34", r=2875.00 feet, lc bears N84°33'06"E 1262.98 feet to a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. N71°51'49"E 165.58 feet to a ½" Iron pin set with a yellow plastic cap inscribed "CS,LTD" in the west margin of said County Road 234 and the east line of said Pierce Tract 2 for the northeast corner of this tract;

FIELD NOTES

JOB NO: 40051-03

DATE: January 29, 2010

PAGE: 3 of 3

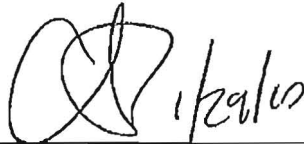
PARCEL 9 - PIERCE R096998-R362907

Revision 1/10

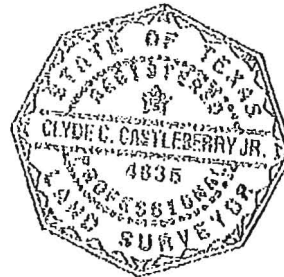
THENCE: with the west margin of said County Road 234 and the east line of said Pierce Tract 2 and this tract the following three (3) courses:

1. S15°45'25"E 110.42 feet to a fence post,
2. S 13°49'11"E 23.24 feet to a fence post,
3. S22°24'50"E 5.45 feet to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)



Clyde C. Castleberry Jr., R.P.L.S. No. 4835  
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3613 Williams Drive, Suite 903  
Georgetown, Texas 78628



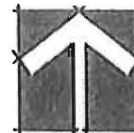
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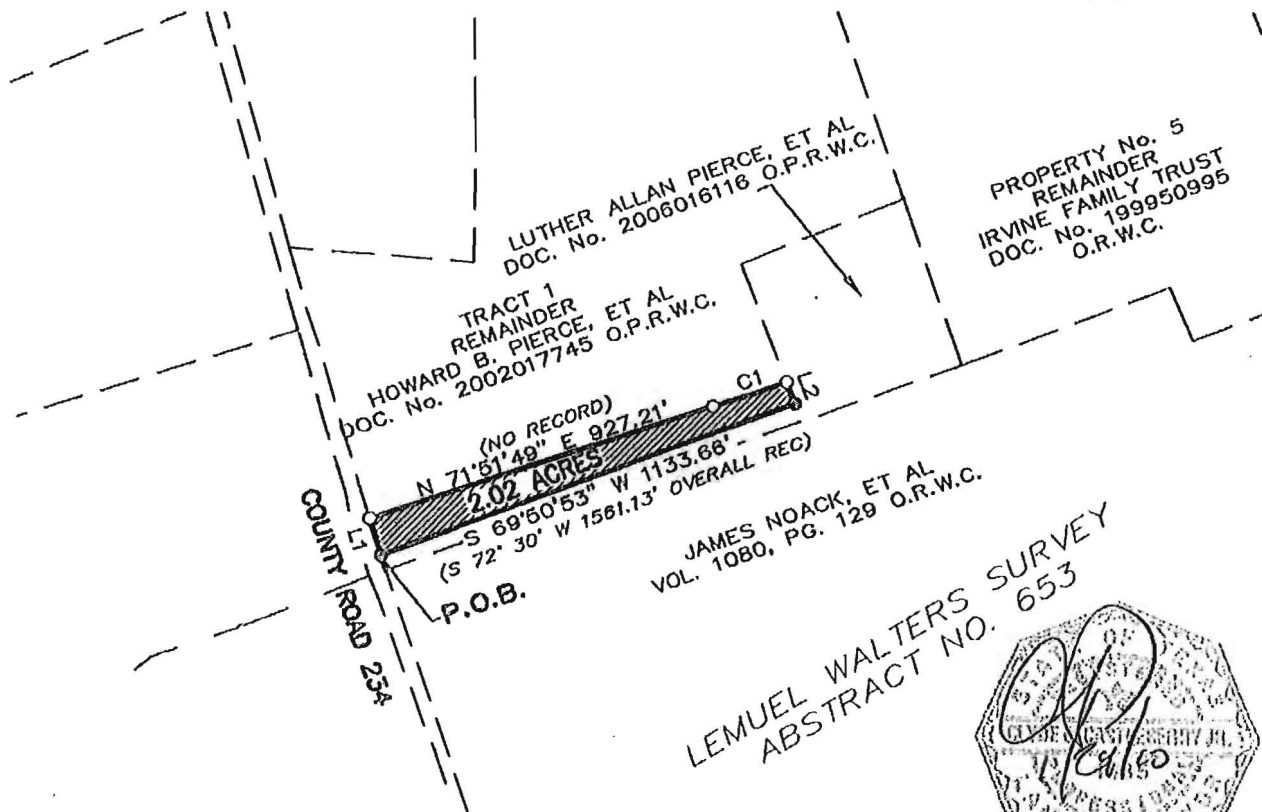
EXHIBIT TO ACCOMPANY FIELD NO. 1 FOR  
2.02 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT  
NO. 653, IN WILLIAMSON COUNTY, TEXAS

| LEGEND     |  |
|------------|--|
| ⊙          | 1/2" IRON PIN FOUND (RED CAP "1433")   |
| ○          | 1/2" IRON PIN SET YELLOW CAP, CS,LTD   |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON CO. |
| O.R.W.C.   | OFFICIAL RECORDS WILLIAMSON CO.        |



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).



LINE TABLE

| NUMBER | DIRECTION      | DISTANCE |
|--------|----------------|----------|
| L1     | N 15°18'45\" W | 97.86'   |
| L2     | S 20°24'22\" E | 58.77'   |

RECORD LINE TABLE

| NUMBER | DIRECTION      | DISTANCE         |
|--------|----------------|------------------|
| L1     | S 12°26'30\" E | 1527.85' OVERALL |
| L2     | N 18°09'50\" W | 381.68' OVERALL  |

CURVE TABLE NO RECORD

| NUMBER | DELTA      | RADIUS   | ARC    | CHORD  | DIRECTION      |
|--------|------------|----------|--------|--------|----------------|
| C1     | 00°29'53\" | 22843.31 | 198.61 | 198.61 | N 71°36'53\" E |

PARCEL 10  
PIERCE R011574

REV 1/10



**Castleberry Surveying, Ltd.**

3613 Williams Drive,  
(612) 93  
www

EXHIBIT

C

town, Texas 78628  
389 fax  
pm

SHEET

1

OF

2

FIELD NOTES  
JOB NO: 40051-03  
DATE: January 29, 2010  
PAGE: 2 of 2  
PARCEL 10 - PIERCE R011674  
Revision 1/10

## 2.02 ACRES

BEING 2.02 acres out of the Lemuel Walters Survey, Abstract No.653, Williamson County, Texas and being a portion of that tract described as Tract 1 in a General Warranty Deed to Howard B. Pierce, et al dated May 5, 2002 and recorded as Doc. # 2002017745 of the Official Public Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at a ½" iron pin with a red cap inscribed "1433" found in the east margin of County Road 234 being the most westerly northwest corner of that tract described as 5.52 acres in a Gift Deed to Luther Allan Pierce, et al dated March 2, 2006 and recorded as Doc. # 2006016116 of said official public records for the southwest corner of said Howard B. Pierce tract and this tract:

THENCE: N15°18'45"W 97.86 feet with the east margin of said County Road 234 and the west line of said Howard B. Pierce tract and this tract to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" for the northwest corner of this tract;

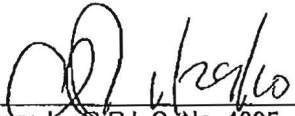
THENCE: across the remainder of said Howard B. Pierce tract with the north line this tract in the following two (2) courses:

1. N71°51'49"E 927.21 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. 198.61 feet along a curve to the left, ( $\Delta=00^{\circ}29'53"$ ,  $r=22843.31$  feet,  $lc$  bears N71°36'53"E 198.61 feet), continuing across said Howard B. Pierce tract to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the most southerly east line of said Howard B. Pierce and the most northerly west line of said Luther Allan Pierce tract for the northeast corner of this tract;

THENCE: S20°24'22"E 58.77 feet with the most northerly west line of said Luther Allan Pierce tract and the most southerly east line of said Howard B. Pierce tract to a ½" iron pin with a red cap inscribed "1433" found for an inside ell corner of said Luther Allan Pierce tract and an outside ell corner of said Howard B. Pierce remainder tract for the southeast corner of this tract;

THENCE: S69°50'53" W 1133.66 feet with the north line of said Luther Allan Pierce tract and the south line of said Howard B. Pierce tract and this tract to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

  
Clyde C. Castleberry Jr., R.P.L.S. No. 4835  
Castleberry Surveying, Ltd.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628



CCC/cc



**SPECIAL WARRANTY DEED**  
Ronald Reagan Blvd. Right of Way



THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED 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 Ronald Reagan Blvd. 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 MYRNA PIERCE, 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 2.53 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Tract 7)

**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.

**SPECIAL WARRANTY DEED**  
Ronald Reagan Blvd. Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED 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 Ronald Reagan Blvd. 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 HOWARD K. PIERCE and MYRNA RUTH PIERCE, 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 8.24 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Tract 9); and

All of that certain 2.02 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Tract 10)

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Myrna Pierce, 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:**

**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.

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 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 Ronald Reagan Blvd., but shall not be used or exported from the Property for any other purpose.

**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 \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

\_\_\_\_\_  
Howard K. Pierce

\_\_\_\_\_  
Myrna Ruth Pierce



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 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 Ronald Reagan Blvd., but shall not be used or exported from the Property for any other purpose.

**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 \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

\_\_\_\_\_  
Myrna Pierce



**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Howard K. Pierce, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Myrna Ruth Pierce, 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  
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**AFTER RECORDING RETURN TO:**