

REAL ESTATE CONTRACT
CR 119 Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT ("Contract") is made by RICK D. KRUGER, TIMOTHY R. KRUGER, and BRENDA SLADEK (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 7.654 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and

Drainage Easement interest in and across all of that certain 0.1659 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 8E**)

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 thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of ONE HUNDRED FIFTY THREE THOUSAND AND EIGHTY and 00/100 Dollars (\$153,080.00).

Payment of Purchase Price

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

Special Provisions

2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two twelve (12) foot wide asphalt driveway connections, with twenty five (25) foot radii, between the proposed County Road 119 roadway improvements and the remaining property of Seller. The driveways will be constructed as part of the CR 119 construction project, and shall be located at approximately Stations 80+90R and 104+20R of the project, and as shown in Exhibit "C" attached hereto. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

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 Texas American Title Company on or before July 31st, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

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

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

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

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (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 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 pages follow]

SELLER:

Rick D. Kruger
Rick D. Kruger

Date: 7-1-13

Address: 5090 CR 100
Hutto, Tx 78634

Timothy R. Kruger
Timothy R. Kruger

Date: 7/1/2015

Address: 1205014th Dr
Hutto, Tx 78634

Brenda Sladek
Brenda Sladek

Date: 7/1/15

Address: 951 FM 935
Hutto, Tx. 78636

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:

~~Dan A. Gattis~~
County Judge

Jim L. Burkman
Comm. Pct. 1

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

Date:

7-14-15

EXHIBIT **A**

County: Williamson
Parcel No.: 8
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 7.5972 ACRE (330,934 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES NIEL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.98 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RICHARD D. KRUGER AND RICHARD H. KRUGER, RECORDED IN DOCUMENT NO. 9838805, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 7.5972 ACRE (330,934 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 80+60.63, on the north line of a called 57.895 acre tract of land described in a General Warranty Deed to Ventana Hills, Ltd., and recorded in Document No. 2007068155 O.P.R.W.C.TX., and south line of said 100.98 acre tract, said point also being on the proposed west right-of-way line of C.R. 119, and the **POINT OF BEGINNING** and the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the southwest corner of said 100.98 acre tract bears S 68°41'13" W, a distance of 21.96 feet;

1) **THENCE**, through the interior of said 100.98 acre tract, with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 335.03 feet, through a central angle of 07°29'54", having a radius of 2,560.00 feet, and a chord that bears N 25°04'23" W, a distance of 334.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 83+87.81;

THENCE, with the proposed west right-of-way line of said C.R. 119, and the east line of said 57.895 acre tract and the west line of said 100.98 acre tract the following two (2) courses and distances numbered 2-3:

2) N 21°19'25" W, a distance of 35.76 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 84+23.57, and

3) N 21°18'47" W, a distance of 47.30 feet to a 1/2-inch iron rod found 59.97 feet left of E.C.S. 84+70.87 for the most northerly northeast corner of said 57.895 acre tract and the southeast corner of a called Lot 18, Block F, of the Cottonwood Creek Subdivision, Section 2, Cabinet U, Slide 282, of the Plat Records of Williamson County, Texas (P.R.W.C.TX.) and recorded in Document Number 2001042194, O.P.R.W.C.TX.;

THENCE, with the proposed west right-of-way line of said C.R. 119 and the east line of said Cottonwood Creek Subdivision, passing Lots 1 through 18, the following two (2) courses and distances numbered 4-5:

4) N 21°18'47" W, distance of 2,239.53 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 59.58 feet left of E.C.S. 107+10.41, and

5) N 21°18'47" W, distance of 50.00 feet to a calculated point for the northeast corner of said Lot 1, on the existing south right-of-way line of County Road (C.R.) 118 (no record information found) from which a 1/2-inch iron rod found for the northwest corner of said Lot 1 bears S 68°30'51" W, a distance of 247.12 feet;

THENCE, with the existing south right-of-way line of said C.R. 118, the following two (2) courses and distances numbered 6-7:

6) N 21°18'47" W, a distance of 21.00 feet to a calculated point for the northwest corner of said 100.98 acre tract and the tract described herein, and

7) N 68°42'55" E, a distance of 301.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+81.20, from which a 1/2-inch iron rod found for the northeast corner of said 100.98 acre tract, on the existing south right-of-way line of said C.R. 118, bears N 68°42'55" E, a distance of 1,300.60 feet;

THENCE, with the proposed east right-of-way line of said C.R.119, the following nine (9) courses and distances numbered 8-16:

- 8) N 21°18'28" E, a distance of 10.62 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+70.68,
- 9) S 68°41'32" W, a distance of 131.63 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 110.00 feet right of E.C.S. 107+70.72,
- 10) S 23°41'03" W, a distance of 70.70 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 107+20.73,
- 11) S 21°19'25" E, a distance of 970.73 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 97+50.00,
- 12) N 68°40'35" E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 97+50.00,
- 13) S 21°19'25" E, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 96+65.00,
- 14) S 68°40'35" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+65.00,
- 15) S 21°19'25" E, a distance of 1,277.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 83+87.81 for the beginning of a curve to the left, and
- 16) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 335.15 feet, through a central angle of 07°52'12", having a radius of 2,440.00 feet, and a chord that bears S 25°15'31" E, a distance of 334.89 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 80+44.42, said point being on the north line of said 57.895 acre tract and the south line of said 100.98 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found for the northeast corner of said 57.895 acre tract and the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

17) THENCE S 68°41'13" W, with the common line of said 100.98 acre tract and said 57.895 acre tract, a distance of 121.09 feet to the proposed west right-of-way line of said C.R. 119 and the POINT OF BEGINNING, and containing 7.5972 acres (330,934 sq.ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

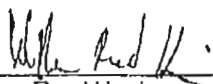
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 2014 A.D.

SURVEYING AND MAPPING
4001 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



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



MATCH LINE SHEET 6 OF 8

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°29'54"	2,560.00'	335.03'	334.80'	N25°04'23"W
C2	07°52'12"	2,440.00'	335.15'	334.89'	S25°15'31"E

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C. TX.
DOC. NO. 2001042194
O.P.R.W.C. TX.

JAMES NIELL
SURVEY, A-477

- LEGEND
- 1/4" PIPE FOUND UNLESS NOTED
 - 1/2" IRON ROD W/ SAM INC.
 - 1/2" SET UNLESS NOTED
 - 1/2" IRON ROD FOUND UNLESS NOTED
 - FENCE POST FOUND UNLESS NOTED
 - PK NAIL FOUND UNLESS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - RECORD INFORMATION
 - POINT OF BEGINNING
 - P.O.C.
 - POINT OF COMMENCING
 - P.O.R.
 - POINT OF REFERENCE
 - N.T.S.
 - NOT TO SCALE
 - PUBLIC UTILITY EASEMENT
 - P.U.E.
 - P.R.W.C. TX.
 - PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R.W.C. TX.
 - OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C. TX.
 - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DISTANCE NOT TO SCALE
 - DEED LINE (COMMON OWNERSHIP)

SEE
DETAIL "A"

P.O.R.

80+60.63

60.00' LT

C1

STA 83+87.81

60.00' LT

STA 84+23.57

60.00' LT

LOT 18

BLOCK "F"

LOT 17

PROPOSED R.O.W.

N 21°19'25.30" W

86+00

PROPOSED R.O.W.

S21°19'25"E 1,277.19'

84+00

PT 83+87.81

82+00

C.R. 119 ENGINEER'S CENTERLINE

(8)

C2

STA 83+87.81

60.00' RT

80+44.42

60.00' RT

79+00

(7)

VENTANA HILLS, LTD.

CALLED 57.895 ACRES

DOC. NO. 2007058155

O.P.R.W.C. TX.

RICHARD D. KRUGER AND

RICHARD H. KRUGER

CALLED 100.98 ACRES

DOC. NO. 9838805

O.R.W.C. TX.

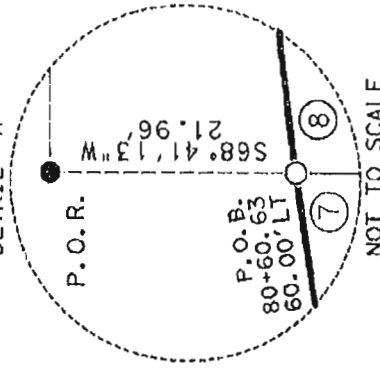
C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 75+74.71
D = 38° 49' 39.01" (RT)
D = 2° 17' 30.59"
L = 1,694.17'
R = 881.06'
PC STA 66+93.64
PT STA 83+87.81

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°19'25"W	35.76'
L2	N21°18'47"W	47.30'
L7	S68°41'13"W	121.09'



DETAIL "A"



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

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PAGE 5 OF 6
REF. FIELD NOTE NO. 14910



4801 Southwest Parkway
Parway, Inc. Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-5029
Texas Real Estate License No. 10060060

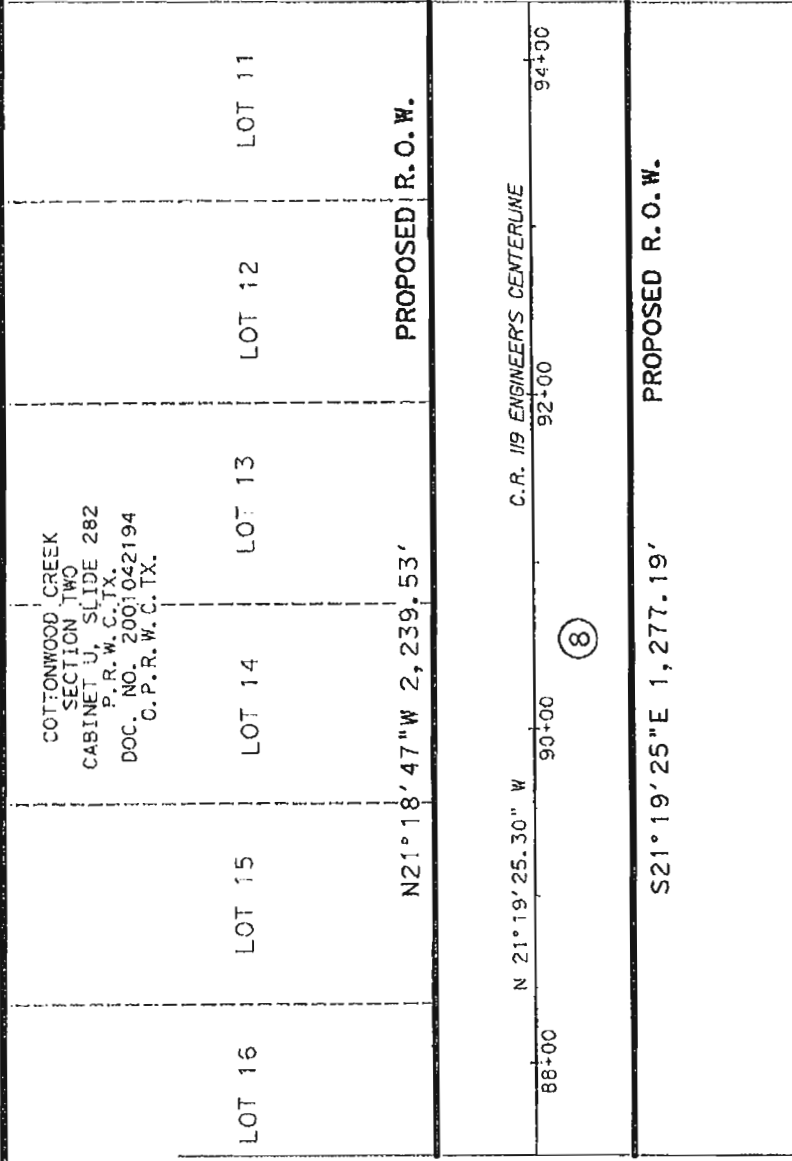
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/ "SAM" INC.
- 1/2" CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- P.O.C.
- POINT OF COMMENCING
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- P.U.E.
- P.R. & C. TX.
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. & C. TX.
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. & C. TX.
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 5 OF 8

MATCH LINE SHEET 7 OF 8



RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W. C. TX.

JAMES NIELL
SURVEY, A-477

PROPOSED R.O.W.

S21° 19' 25" E 1,277.19'

PROPOSED R.O.W.

N21° 18' 47" W 2,239.53'



WILLIAMSON COUNTY, TEXAS

FILE: X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-2.dgn

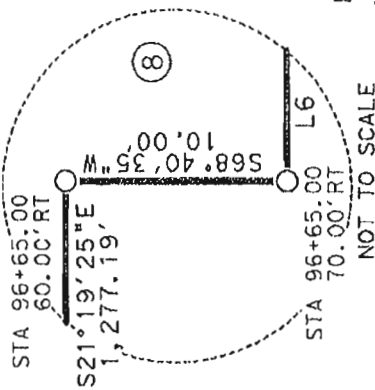
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)



4301 Southwest Parkway
Portway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029
Texas Real Estate License No. 00064000

MATCH LINE SHEET 6 OF 8

② 1/2" PIPE FOUND UNLESS NOTED
 1/2" IRON ROD W/ "S&M" INC.
 CAP SET UNLESS NOTED
 ③ 1/2" IRON ROD FOUND UNLESS NOTED
 FENCE POST FOUND UNLESS NOTED
 ④ PK NAIL FOUND UNLESS NOTED
 ⑤ CALCULATED POINT
 PROPERTY LINE
 () RECORD INFORMATION
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 P.O.R. POINT OF REFERENCE
 N.T.S. NOT TO SCALE
 P.D.E. PUBLIC UTILITY EASEMENT
 P.R.W.C.T.X. PLAT RECORDS OF
 WILLAMSON COUNTY, TEXAS
 O.P.W.C.T.X. OFFICIAL RECORDS OF
 WILLAMSON COUNTY, TEXAS
 D.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS OF
 WILLAMSON COUNTY, TEXAS
 --- Distance NOT TO SCALE
 --- DEED LINE (COMMON OWNERSHIP)



FILEX:\Burry Partners\CR 119\Survey\dgn\Sketches\Parcel 8-3.dgn

4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Film Registration No. 10054000

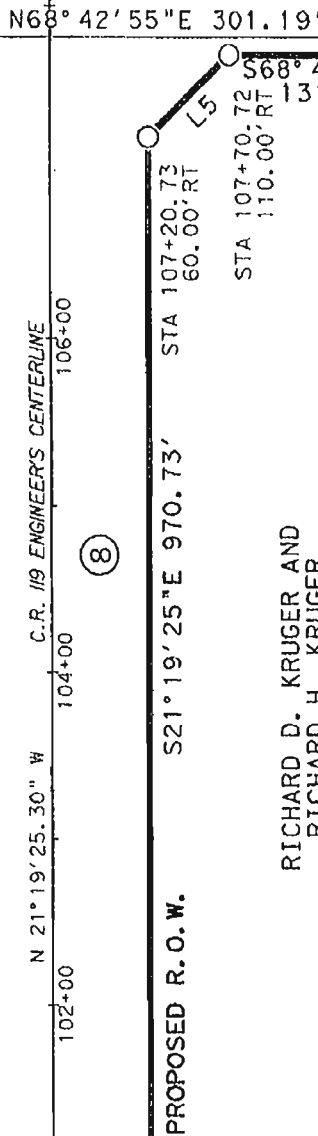
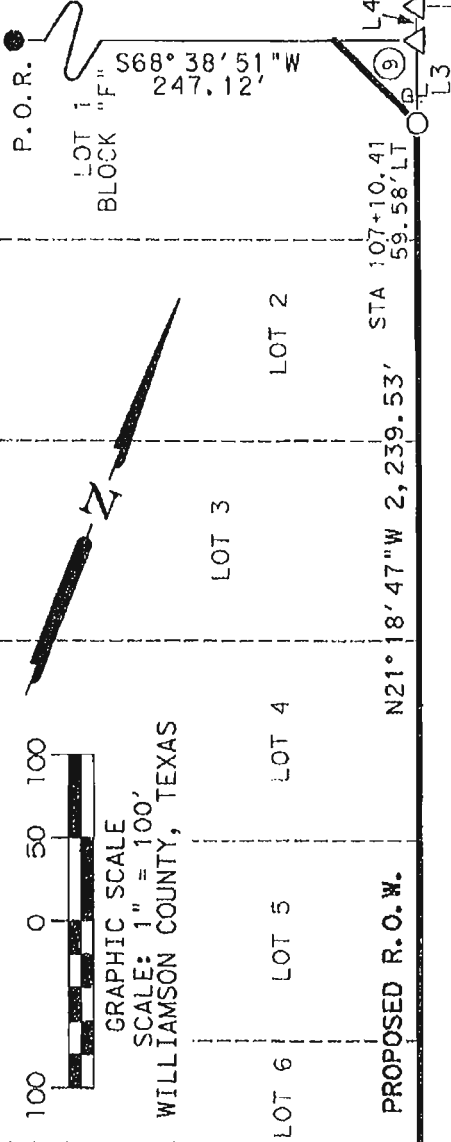
7.5972 AC. (330,934 SQ. FT.)

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- NOT TO SCALE
- P.L.E.
- PLAT RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX
- OFFICIAL RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX
- OFFICIAL PUBLIC RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 7 OF 8

COUNTY ROAD 118
(NO RECORD INFORMATION FOUND)



RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.



LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N21°18'47"W	50.00'
L4	N21°18'47"W	21.00'
L5	S23°41'03"W	70.70'

DETAIL SEE

N68°42'55"E
1,300.60'

P.O.R.

PAGE 8 OF 8
REF. FIELD NOTE NO. 14910

FILE: X:\Bury Partners\CR 119\Survey\dm\Sketches\Parcel 8-4.dgn

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

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

8/5/2014
DATE



4801 Southwest Parkway
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 1206000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 8E
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 8E

DESCRIPTION OF A 0.1659 ACRE (7,225 SQ.FT.) EASEMENT LOCATED IN THE JAMES NIEL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.98 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RICHARD D. KRUGER AND RICHARD H. KRUGER, RECORDED IN DOCUMENT NO. 9838805, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.1659 ACRE (7,225 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 80+44.42, on the north line of a called 57.895 acre tract of land described in a General Warranty Deed to Ventana Hills, Ltd., and recorded in Document No. 2007068155 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), and the south line of said 100.98 acre tract, said point also being on the proposed east right-of-way line of C.R. 119, from which a 1/2-inch iron rod found for the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

THENCE, with the proposed east right-of-way line of said C.R. 119, the following two (2) courses and distances lettered A and B:

A) Through the interior of said 100.98 acre tract, with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, passing a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 83+87.81 at an arc distance of 335.15 feet, through a central angle of 07°52'12", having a radius of 2,440.00 feet, and a chord that bears N 25°15'31" W, a distance of 334.89 feet;

B) S 21°19'25" E, a distance of 1,272.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+60.00 for the southwest corner of the tract described herein and the **POINT OF BEGINNING**, having surface coordinates of X=3,166,233.09; Y=10,184,505.35;

THENCE, with the said east proposed right-of-way line of C.R. 119 the following five (5) courses and distances numbered 1-5:

1) N 21°19'25" W, a distance of 5.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+65.00,

2) N 68°40'35" E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 96+65.00,

3) N 21°19'25" W, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 97+50.00,

- 4) S 68°40'35" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 97+50.00, and
- 5) N 21°19'25" W, a distance of 5.00 feet to a 1/2-inch iron rod set 60.00 feet right of E.C.S. 97+55.00 for the northwest corner of the easement described herein;

THENCE, departing the proposed east right-of-way line of said C.R. 119, the following three (3) courses and distances numbered 6-8:

- 6) N 68°40'35" E, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 145.00 feet right of E.C.S. 97+55.00 for the northeast corner of the easement described herein,
- 7) S 21°19'25" E, a distance of 95.00 feet to a 1/2-inch iron rod set 145.00 feet right of E.C.S. 96+60.00 for the southeast corner of the tract described herein, and
- 8) S 68°40'35" W, a distance of 85.00 feet to the **POINT OF BEGINNING**, and containing 0.1659 acres (7,225 sq.ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

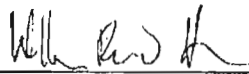
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1st day of June, 2015 A.D.

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


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



LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/ "SAM" INC.
- 1/2" SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- P.O.B.
- P.O.C.
- P.O.R.
- N.T.S.
- NOT TO SCALE
- P.U.E.
- PUBLIC UTILITY EASEMENT
- PLAT RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX.
- OFFICIAL RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF
- WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX.
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

COTTONWOOD CREEK
SECTION TWO
CABINET, U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

JAMES NIELL
SURVEY, A-477



GRAPHIC SCALE

SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LOT 10 LOT 9 LOT 8 LOT 7
BLOCK "F"

PROPOSED R.O.W.

N 21°19'25.30" W 96+00 C.R. 119 ENGINEER'S CENTERLINE 98+00 100+00

SEE DETAIL "A" SEE DETAIL "B" PROPOSED R.O.W.

S21°19'25"E 1,272.19'

STA 83+87.81 60.00' RT

C1

(N68°40'57"E) 1,618.11'
(S70°47'35"E) 1,476.60'
(S70°47'35"E) 1,617.98'

STA 96+60.00 145.00' RT
STA 97+55.00 145.00' RT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°52'12"	2,440.00'	335.15'	334.89'	N25°15'31"W

VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C.TX.

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

FILE: X:\Bury Partners\Bury Partners\CR 119\Parcel 8E.dgn

PAGE 3 OF 4
REF. FIELD NOTE NO. 20165



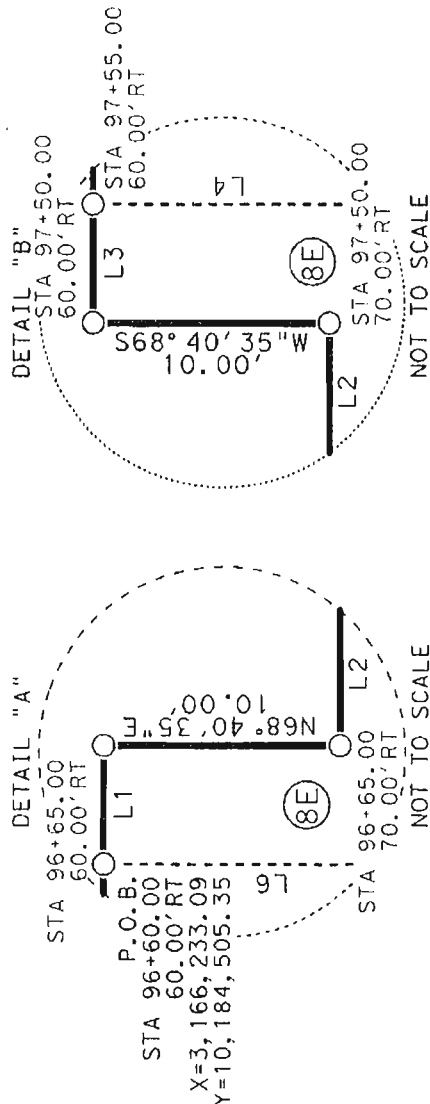
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas PLS Registration No. 10004-000

EASEMENT SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8E

0.1659 AC. (7,225 SQ. FT.)

LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/ "SAM INC."
- CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- P.O.B.
- P.O.C.
- P.O.R.
- N.T.S.
- P.U.E.
- P.R.W.C.TX.
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX.
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX.
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21° 19' 25" W	5.00'
L2	N21° 19' 25" W	85.00'
L3	N21° 19' 25" W	5.00'
L4	N68° 40' 35" E	85.00'
L5	S21° 19' 25" E	95.00'
L6	S68° 40' 35" W	85.00'



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

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

DATE 6/1/2015

PAGE 4 OF 4
REF. FIELD NOTE NO. 20165

FILE: X:\Bury Partners\Bury Partners\CR 119\Parcel 8E.dgn



4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-5029
Texas Firm Registration No. 1000-000

EASEMENT SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8E

0.1659 AC. (7,225 SQ. FT.)

EXHIBIT "C" TO REAL ESTATE CONTRACT

Drive #2
Sta. 104+20.00 R

DRAINAGE EASEMENT (E)

CALLED 100.98 ACRES
RICK D. KRUGER AND
RICHARD H. KRUGER
DOC. NO. 983805
O.P.R. W. C. TX.

PT 83+87.81

Drive #1
Sta. 80+90.00 R

PROPERTY OWNERSHIP INFORMATION

- ① HARRY RONALD HANSON
AND SUSAN DIANE TASTO
CALLED 16.516 ACRES
TRACT 1
DOC. NO. 2011040336
AS DESCRIBED IN
DOC. NO. 2009022740
O.P.R. W. C. TX.
- ② LINDA KAY WAHRMUND
AND CURTIS WAHRMUND
CALLED 2.0 ACRES
VOL. 546 PG. 284

- ⑦ CALLED 57.895 ACRES
VENTANA HILLS, LTD.
DOC. NO. 2007068155
O.P.R. W. C. TX.
- ⑧ CALLED 100.98 ACRES
RICK D. KRUGER AND
RICHARD H. KRUGER
DOC. NO. 983805
O.P.R. W. C. TX.
- ⑨ COTTONWOOD CREEK

EXHIBIT "D"

Parcel 8

DEED County Road 119 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RICK D. KRUGER, TIMOTHY R. KRUGER and BRENDA SLADEK, 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 7.654 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**)

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:

Timothy R. Kruger

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Timothy R. Kruger, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Brenda Sladek

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2015 by Brenda Sladek, 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 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: