

**REAL ESTATE CONTRACT**  
CR 119 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by HARRY RONALD HANSON and wife LAURA HANSON (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 0.4164 acre tract of land, more or less, out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**); and

Drainage Easement interest in and across all of that certain 0.129 acre tract of land, more or less, out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5E Part 1**); and

Drainage Easement interest in and across all of that certain 0.845 acre tract of land, more or less, out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 5E Part 2**)

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 FORTY ONE THOUSAND FIVE HUNDRED SIXTY THREE and 00/100 Dollars (\$41,563.00).

Payment of Purchase Price

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before June 26<sup>th</sup>, 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 Exhibits "B-C", both free and clear of any and all liens and restrictions, except for the following:

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

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The 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:**

Harry Ronald Hanson  
Harry Ronald Hanson

Address: \_\_\_\_\_

\_\_\_\_\_

Date: 9-4-2015

Laura Hanson  
Laura Hanson

Address: \_\_\_\_\_


\_\_\_\_\_

Date: 9/4/2015



**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
\_\_\_\_\_  
Dan A. Gattis  
County Judge

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

Date: 09-21-2015

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 5  
**Highway:** C.R. 119  
**Limits:** C.R. 164 (Limmer Loop) to Chandler Road

**DESCRIPTION FOR PARCEL 5**

DESCRIPTION OF A 0.4164 ACRE (18,138 SQ.FT.) TRACT OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.111 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN WARRANTY DEED TO HARRY RONALD HANSON, RECORDED IN DOCUMENT NUMBER 2006074636 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.4164 ACRE (18,138 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 67.65 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 21+63.71, being in the intersection of the proposed east right-of-way line of C.R. 119 and the existing right-of-way line of C.R. 119, a variable width right-of-way, as conveyed to Williamson County Texas, being a called 0.1437 acre tract of land as recorded in Document Number 2003052478 O.P.R.W.C.TX., and the south line of the parcel described herein for the **POINT OF BEGINNING**, from which a 1/2-inch iron rod stamped "RPLS4249" found for the southwest corner of said 103.111 acre tract bears S 08°27'35"E, a distance of 117.70 feet;

**THENCE**, with the existing east right-of-way line of C.R. 119 (no record information found), and the east line of said 103.111 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 81°32'25" W, a distance of 18.45 feet to a calculated point for the southwest corner of the tract described herein, and

2) N 08°58'55" W, a distance of 2,074.07 feet to a 1/2-inch Iron rod with a plastic cap stamped "SAM INC" set 88.37 feet left of E.C.S. 42+22.46 in the north line of a called 48.44 acre tract of land, Tract 2, described in deed to Jo Blaine Anderson and James Wesley Anderson recorded in Document Number 2008080963 O.P.R.W.C.TX., and the south line of a called 101.8 acre tract of land described in deed to Gary M. Olander et al., and recorded in Document Number 9828013 O.P.R.W.C.TX., for the north corner of the tract described herein, from which a 3/8-inch iron rod found for the northwest corner of said Anderson tract and the southwest corner of said 101.8 acre tract, bears S 68°06'35" W, passing a distance of 41.09 feet, an 8-inch wooden fence post found, and continuing for a total distance of 2,020.26 feet;

**THENCE**, with the proposed east right-of-way line of said C.R. 119, through the interior of said 103.111 acre tract, the following seven (7) courses and distances numbered 3-9:

- 3) S 08°59'24" E, a distance of 283.11 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 39+48.75 for the beginning of a curve to the right,
- 4) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 96.39 feet, through a central angle of 02°09'27", having a radius of 2,560.00 feet, and a chord that bears S 10°31'01" E, a distance of 96.39 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 38+54.61,
- 5) S 09°26'18" E, a distance of 1,454.61 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 24+00.00,
- 6) N 80°33'42" 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 left of E.C.S. 24+00.00,
- 7) S 09°26'18" E, a distance of 62.48 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 23+37.52 for the beginning of a curve to the right,
- 8) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 178.01 feet, through a central angle of 03°26'02", having a radius of 2,970.00 feet, and a chord that bears S 07°43'17" E, a distance of 177.98 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 21+63.71, and
- 9) S 83°59'44" W, a distance of 2.35 feet to the **POINT OF BEGINNING**, and containing 0.4164 acres (18,138 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.

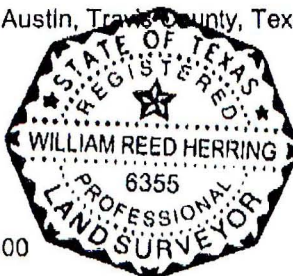
THE STATE OF TEXAS §  
 COUNTY OF TRAVIS §

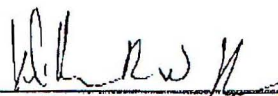
KNOW ALL MEN BY THESE PRESENTS:

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 5<sup>th</sup> day of August, 2014 A.D.

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

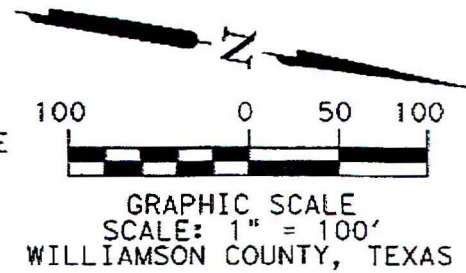
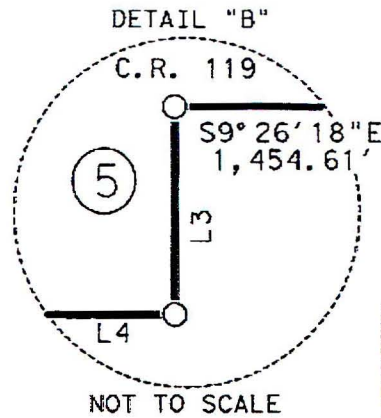
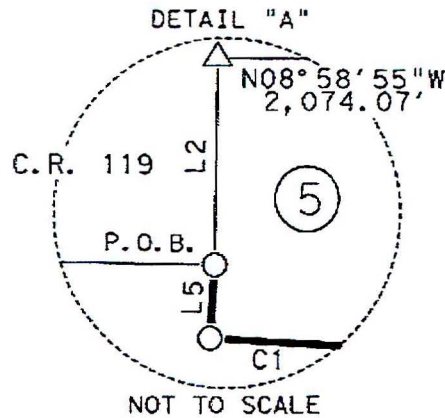


  
 William Reed Herring  
 Registered Professional Land Surveyor  
 No. 6355-State of Texas



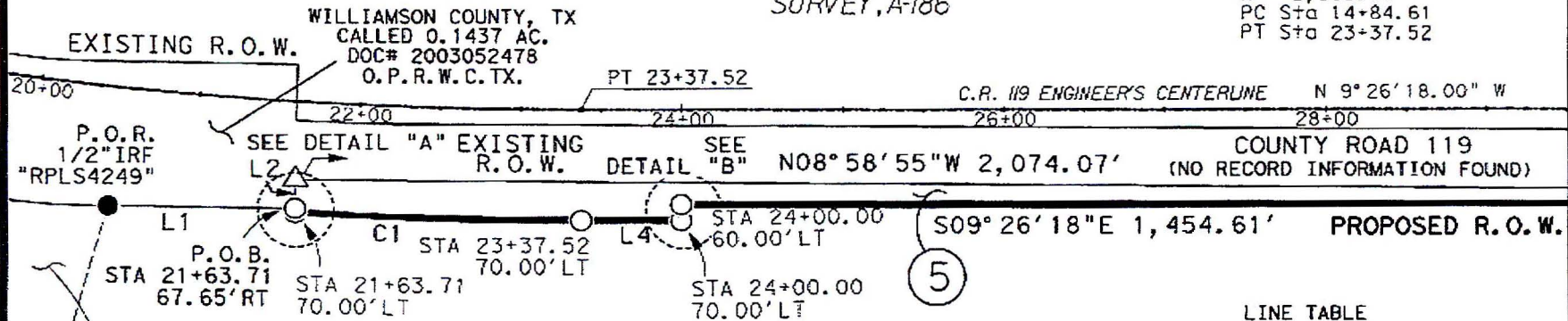
**LEGEND**

- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC" 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. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- 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)



C.R. 119  
ENGINEER'S ALIGNMENT  
CURVE DATA  
PI Sta 19+14.17  
D = 16° 51' 04.35" (LT)  
D = 01° 58' 32.58"  
L = 852.92'  
T = 429.56'  
R = 2,900.00'  
PC Sta 14+84.61  
PT Sta 23+37.52

JOHN DYKES  
SURVEY, A-186



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S08° 27' 35" E	117.70'
L2	S81° 32' 25" W	18.45'
L3	N80° 35' 42" E	10.00'
L4	S09° 26' 18" E	62.48'
L5	S83° 59' 44" W	2.35'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 26' 02"	2970.00	178.01'	177.98'	S07° 43' 17" E

MATCH LINE SHEET 4 OF 5

**NOTES:**

1. 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.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

PAGE 3 OF 5  
REF. FIELD NOTE NO. 14773



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

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
HARRY RONALD HANSON  
PARCEL 5  
0.4164 AC. (18,138 SQ. FT.)

LEGEND

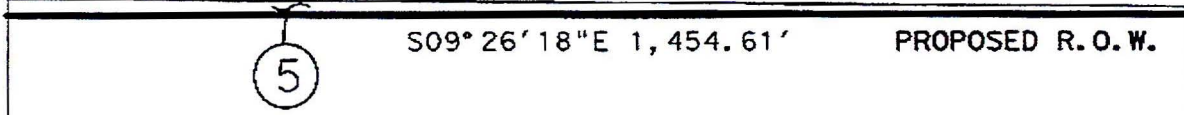
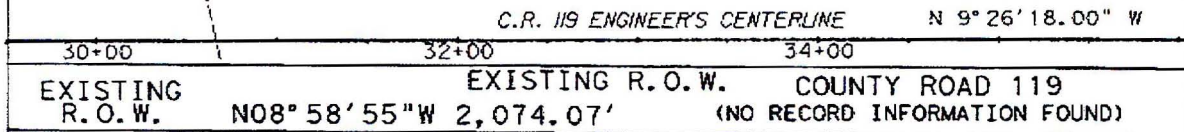
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- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- |--- DISTANCE NOT TO SCALE
- |--- DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 3 OF 5

CALLED 48.44 ACRES (TRACT 3)  
LINDA K. WAHRMUND  
DOC. NO. 2002061742  
&  
JO BLAINE ANDERSON AND  
JAMES WESLEY ANDERSON  
DOC. NO. 2008080963  
O.P.R.W.C.TX.

JO BLAINE ANDERSON AND  
JAMES WESLEY ANDERSON  
CALLED 48.44 ACRES (TRACT 2)  
DOC. NO. 2008080963  
O.P.R.W.C.TX.

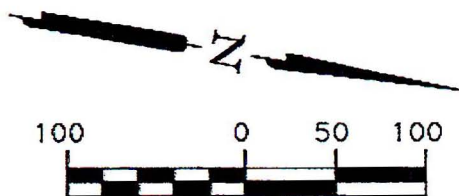
MATCH LINE SHEET 5 OF 5



5

HARRY RONALD HANSON  
CALLED 103.111 ACRES  
TRACT I  
DOC. NO. 2006074636  
O.P.R.W.C.TX.

JOHN DYKES  
SURVEY, A-186



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 5.dgn

PAGE 4 OF 5  
REF. FIELD NOTE NO. 14773



4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10054300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
HARRY RONALD HANSON  
PARCEL 5  
0.4164 AC. (18,138 SQ. FT.)



**LEGEND**

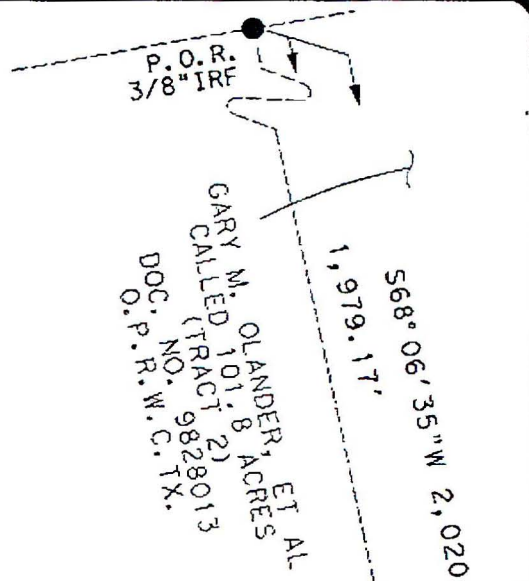
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- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 09' 27"	2560.00	96.39'	96.39'	S10° 31' 01"E

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
L1	S68° 06' 35"W	41.09'



JO BLAINE ANDERSON AND  
 JAMES WESLEY ANDERSON  
 CALLED 48.44 ACRES (TRACT 2)  
 DOC. NO. 2008080963  
 O.P.R.W.C.TX.

MATCH LINE SHEET 4 OF 5

C.R. 119 ENGINEER'S CENTERLINE  
 N 9° 26' 18.00" W

PC 38+54.61

38+00

40+00

42+00

B"WOOD

EXISTING R.O.W.

N08° 58' 55"W  
 2,074.07'

C.R. 119 EXISTING R.O.W.  
 (NO RECORD INFORMATION FOUND)

S09° 26' 18"E  
 1,454.61'

5

STA 38+54.61  
 60.00'LT

C1

STA 39+48.75  
 60.00'LT

S08° 59' 24"E  
 283.11'

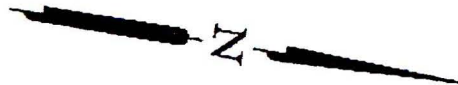
STA 42+22.46  
 88.37'LT

PROPOSED R.O.W.

HARRY RONALD HANSON  
 CALLED 103.111 ACRES  
 TRACT I  
 DOC. NO. 2006074636  
 O.P.R.W.C.TX.

JOHN DYKES  
 SURVEY A-186

C.R. 119  
 ENGINEER'S ALIGNMENT  
 CURVE DATA  
 PI Sta 50+39.373  
 D = 50° 42' 46.31" (LT)  
 D = 02° 17' 30.59"  
 L = 2,212.7661  
 T = 1,184.7585  
 R = 2,500.0000  
 PC Sta 38+54.61  
 PT Sta 60+67.38



GRAPHIC SCALE  
 SCALE: 1" = 100'  
 WILLIAMSON COUNTY, TEXAS



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 FILE: X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 5.dgn THE BEST OF MY KNOWLEDGE AND BELIEF.

PAGE 5 OF 5  
 REF. FIELD NOTE NO. 14773

*William Reed Herring*  
 WILLIAM REED HERRING  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6355, STATE OF TEXAS

8/5/2014  
 DATE



4801 Southwest Parkway  
 Parkway Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Prof. Registration No. 10064000

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 HARRY RONALD HANSON  
 PARCEL 5  
 0.4164 AC. (18,138 SQ. FT.)



## EXHIBIT B

**County:** Williamson  
**Parcel No.:** 5E Part 1  
**Highway:** C.R. 119  
**Limits:** C.R. 164 (Limmer Loop) to Chandler Road

### DESCRIPTION FOR PARCEL 5E PART 1

DESCRIPTION OF A 0.129 ACRE (5,625 SQ.FT.) TRACT OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.111 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN WARRANTY DEED TO HARRY RONALD HANSON, RECORDED IN DOCUMENT NUMBER 2006074636 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.129 ACRE (5,625 SQ.FT.) TRACT, AS SHOWN ON AN EASEMENT 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 "RPLS4249" being situated in the east existing right-of-way line of County Road (C.R.) 119, a variable width right-of-way, as conveyed to Williamson County, Texas, being a called 0.1437 acre tract of land as recorded in Document Number 2003052478, O.P.R.W.C.TX., same point being the northwest corner of a called 16.516 acre tract described in deed to Harry Ronal Hanson and Susan Diane Tasto, same point being the southwest corner said 103.111 acre tract I;

**THENCE**, N 08°27'35" W, with the existing east right-of-way line of C.R. 119, and the east line of said 103.111 acre tract, a distance of 117.70 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 67.65 feet right of C.R. 119 Engineer's Centerline Station (E.C.S.) 21+63.71;

**THENCE**, departing the existing east right-of-way line of C.R. 119, over and across said 103.111 acre tract with the proposed east right-of-way of C.R. 119 the following two (2) courses and distances lettered a-b:

a) N 83°59'44" E, a distance of 2.35 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of C.R. 119 (E.C.S.) 21+63.71, and

b) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 126.25 feet, through a central angle of 02°26'08", having a radius of 2,970.00 feet, and a chord that bears N 07°13'20" W, a distance of 126.24 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 22+86.99, for the **POINT OF BEGINNING** (Surface Coordinates N:10178432.89, E:3169815.31), and the southwest corner of the easement described herein;

1) **THENCE**, continuing with the said proposed east right-of-way line of C.R. 119, through the interior of said 103.111 acre tract and the curve to the left, an arc distance of 51.75 feet, through a central angle of 00°59'54", having a radius of 2,970.00 feet, and a chord that bears N 08°56'21" W, a distance of 51.75 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 23+37.52 for a point of tangency on the west line of the parcel described herein;

2) **THENCE**, N 09°26'18" W with the proposed right-of-way of C.R. 119, through the interior of said 103.111 acre tract a distance of 3.66 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 23+41.18, for the northwest corner of the easement described herein;

**THENCE**, departing the proposed right-of-way of C.R. 119, through the interior of said 103.111 acre tract the following three courses and distances numbered 3-5;

3) S 63°16'42" E and a distance of 141.28 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 185.10 feet right of E.C.S. 22+62.59, for the northeast corner of the easement described herein,

4) S 26°43'18" W and a distance of 45.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 159.72 feet right of E.C.S. 22+27.52, for the southeast corner of the easement described herein,

5) N 63°16'42" W and a distance of 108.95 feet to the **POINT OF BEGINNING** and containing 0.129 acre (5,625 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 WILLIAMSON

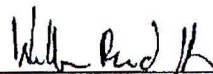
§  
§  
§

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 23<sup>rd</sup> day of February, 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" 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. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- 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)

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.

C.R. 119  
ENGINEER'S ALIGNMENT  
CURVE DATA  
PI Sta 19+14.17  
D = 16° 51' 04.35" (LT)  
L = 852.92'  
T = 429.56'  
R = 2,900.00'  
PC Sta 14+84.61  
PT Sta 23+37.52

**NOTES:**

1. 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.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

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

2/23/2015  
DATE

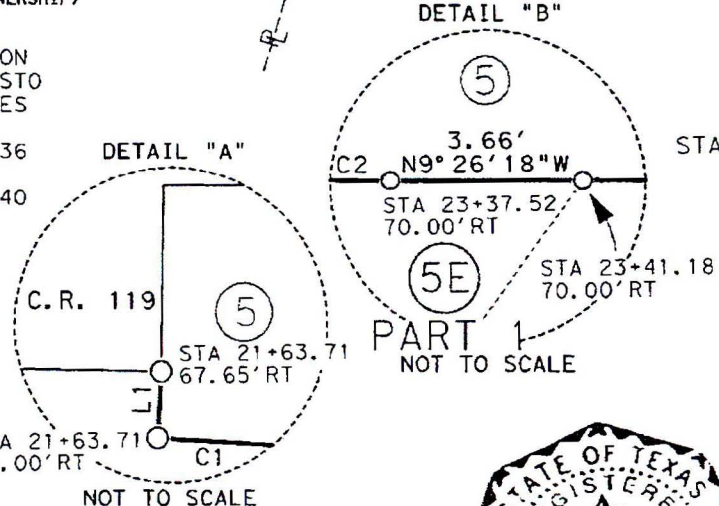
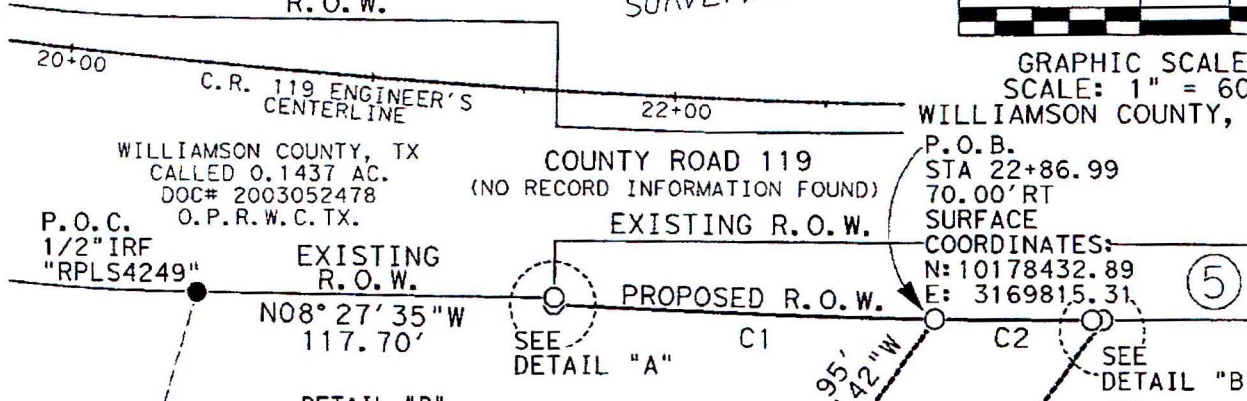
EXISTING  
R.O.W.

JOHN DYKES  
SURVEY, A-186



GRAPHIC SCALE  
SCALE: 1" = 60'

WILLIAMSON COUNTY, TEXAS



P.O.B.  
STA 22+86.99  
70.00' RT  
SURFACE  
COORDINATES:  
N: 10178432.89  
E: 3169815.31

**PART 1**

HARRY RONALD HANSON  
CALLED 103.111 ACRES  
TRACT I  
DOC. NO. 2006074636  
O.P.R.W.C.TX.

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
L1	N83° 59' 44" E	2.35'
L2	S26° 43' 18" W	45.00'

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 26' 08"	2970.00	126.25'	126.24'	N07° 13' 20" W
C2	00° 59' 54"	2970.00	51.75'	51.75'	N08° 56' 21" W



FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 5E-1.dgn

PAGE 3 OF 3  
REF. FIELD NOTE NO. 18141



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

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
HARRY RONALD HANSON  
PARCEL 5E, PART 1  
0.129 AC. (5,625 SQ. FT.)



EXHIBIT C

**County:** Williamson  
**Parcel No.:** 5E Part 2  
**Highway:** C.R. 119  
**Limits:** C.R. 164 (Limmer Loop) to Chandler Road

**DESCRIPTION FOR PARCEL 5E PART 2**

DESCRIPTION OF A 0.845 ACRE (36,792 SQ.FT.) TRACT OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.111 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN WARRANTY DEED TO HARRY RONALD HANSON, RECORDED IN DOCUMENT NUMBER 2006074636 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.845 ACRE (36,792 SQ.FT.) TRACT, AS SHOWN ON AN EASEMENT 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 found for the northeast corner of a called 48.44 acre (tract 2) as described in deed to Gary M. Olander, et al. as recorded in document number 9828013, O.P.R.W.C.TX., same point being the southeast corner of a called 57.895 acre tract described in deed to Ventana Hills, LTD as recorded in document number 2007068155, O.P.R.W.C.TX, same point being on the westerly line of a called 181.6 acre tract described in deed to Frances Overton Wolter as recorded in Volume 1469, Page 714 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

**THENCE**, S 21°58'49" E, with the common east line of said 48.44 acre tract and the west line of said 181.6 acre tract, passing at a distance of 1,553.05 feet a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 129.15 feet right of C.R. 119 Engineer's Centerline Station (E.C.S.) 48+74.69, passing at a distance of 1,616.29 feet a calculated point for the southwest corner of the said 181.6 acre tract and the north west corner of the said 103.111 acre tract, for a total distance of 1,886.26 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 86.74 feet right of E.C.S. 45+57.87, for the **POINT OF BEGINNING** (Surface Coordinates N: 10180675.01, E: 3169356.95), and the northwest corner of the easement described herein;

**THENCE** departing the common line of said 103.111 acre tract and the east line said 48.44 acre tract, through the interior of said 103.111 acre tract the following three courses and distances numbered 1-3,

1) N 83°35'19" E, and distance of 535.33 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 597.45 feet right of E.C.S. 44+16.09, for the northeast corner of the easement described herein,

2) S 06°24'41" E, and distance of 70.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 597.01 feet right of E.C.S. 43+61.43, for the southeast corner of the easement described herein,

3) S 83°35'19" W, and distance of 515.83 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 83.23 feet right of E.C.S. 44+87.67, same point being on the common east line of said 48.44 acre tract and the west line of said 103.111 acre tract, for the southwest corner of the easement described herein,

4) **THENCE**, N 21°58'49" W, with the common east line of said 48.44 acre tract and the west line of said 103.111 acre tract, a distance of 72.67 feet to the **POINT OF BEGINNING** and containing 0.845 acre (36,792 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 WILLIAMSON

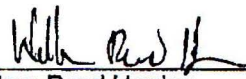
§  
§  
§

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 24<sup>th</sup> day of February, 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





JOHN DYKES  
SURVEY, A-186

C.R. 119 ENGINEER'S  
CENTERLINE

48+00

PROPOSED R.O.W.

44+00

46+00

(6)

1,886.26' S21°58'49"E

269.97'

STA 48+74.69  
129.15' RT

P.O.C.  
1/2" IRF

1,553.05'

C.R. 119  
ENGINEER'S ALIGNMENT  
CURVE DATA  
PI Sta 50+39.373  
D = 50° 42' 46.31" (LT)  
O = 02° 17' 30.59"  
L = 2,212.7661  
T = 1,184.7585  
R = 2,500.0000  
PC Sta 38+54.61  
PT Sta 60+67.38

P.O.B.  
STA 45+57.87  
86.74' RT  
SURFACE  
COORDINATES:  
N: 10180675.01  
E: 3169356.95

CALLLED 181.6 ACRES  
FRANCES OVERTON WOLTER  
VOL. 1469, PG. 714  
D.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°58'49"E	63.24'
L2	S06°24'41"E	70.00'
L3	N21°58'49"W	72.67'

HARRY RONALD HANSON  
CALLED 103.111 ACRES  
TRACT I  
DOC. NO. 2006074636  
O.P.R.W.C.TX.

CALLLED 48.44 ACRES (TRACT 2)  
GARY M. OLANDER, ET AL  
DOC. NO. 9828013  
O.P.R.W.C.TX.

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



**PART 2 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
- R 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.U.E. PUBLIC UTILITY EASEMENT
- 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)

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

2/24/2015  
DATE

PAGE 3 OF 3  
REF. FIELD NOTE NO. 18172

STA 43+61.43 597.01' RT  
STA 44+16.09 597.45' RT



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 5E-2.dgn



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

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
HARRY RONALD HANSON  
PARCEL 5E, PART 2  
0.845 AC. (36,792 SQ. FT.)



# EXHIBIT "D"

Parcel 5

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

All of that certain 0.4164 acre tract of land, more or less, out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 119, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

\_\_\_\_\_  
Harry Ronald Hanson

\_\_\_\_\_  
Laura Hanson

**ACKNOWLEDGMENT**

STATE OF TEXAS                                     §  
   §  
COUNTY OF \_\_\_\_\_                         §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Harry Ronald Hanson, in the capacity and for the purposes and consideration recited therein.

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

**ACKNOWLEDGMENT**

STATE OF TEXAS                                     §  
   §  
COUNTY OF \_\_\_\_\_                         §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Laura Hanson, 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:**

# EXHIBIT "E"

## DRAINAGE EASEMENT

County Road 119

THE STATE OF TEXAS

,

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That HARRY RONALD HANSON and wife LAURA HANSON, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual drainage easement interest in, on, over, upon, above and across the below-described Property:

All of that certain 0.129 acre tract of land, more or less, out of the James Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5E Part 1**); and

All of that certain 0.845 acre tract of land, more or less, out of the James Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5E Part 2**)

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

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



property which is the result of actions outside the granted purposes of this easement.

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

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 4<sup>th</sup> day of September, 2015.

*[signature pages follow]*

**GRANTOR:**

*Harry Ronald Hanson*  
Harry Ronald Hanson

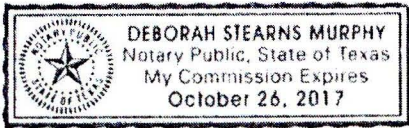
**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF *Williamson*

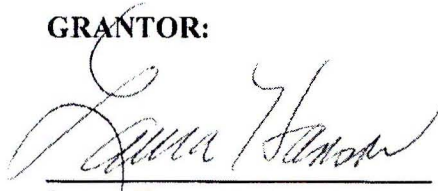
This instrument was acknowledged before me on this the *4<sup>th</sup>* day of *September*, 2015 by Harry Ronald Hanson, in the capacity and for the purposes and consideration recited therein.



*Deborah Stearns Murphy*  
Notary Public, State of Texas



**GRANTOR:**



Laura Hanson

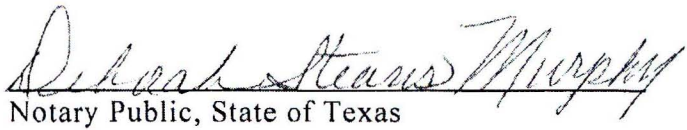
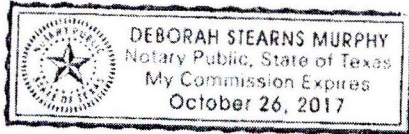
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

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§

This instrument was acknowledged before me on this the 4<sup>th</sup> day of September, 2015 by Laura Hanson, in the capacity and for the purposes and consideration recited therein.



Notary Public, State of Texas