

REAL ESTATE CONTRACT
CR 119 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT ("Contract") is made by NO-COUNT, LLC, a Texas limited liability company (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 7.402 acre (approximately 322,410 Sq. Ft.) tract of land in the James Shelton Survey, Abstract No. 560, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**);

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage, replacement of fencing or cost of cure for the remaining Property of Seller shall be the sum of TWO HUNDRED FIFTEEN THOUSAND and 00/100 Dollars (\$215,000.00).

Payment of Purchase Price and Additional Compensation

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 fifteen (15) 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 Station 56+71R and 56+72L of the project, or at other location agreed to between Seller and Purchaser prior to the commencement of construction, and as further shown in Exhibit "B" attached hereto and incorporated herein. 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.

Further, Purchaser agrees that upon the future development of Seller's adjacent lands by Seller, his successors or assigns, Purchaser shall allow additional driveways, accessways, and/or local streets or roads to access CR 119 to and from Seller's adjacent lands, consistent with Purchaser's relevant access guidelines and ordinances existing at the time of any such development. Purchaser shall also permit Seller, its successors and assigns to lay utilities under CR 119 in accordance with and to the extent permitted by Purchaser's guidelines, regulations and ordinances existing at the time of any such development.

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 Capital Title Company on or before November 20, 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", 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 "B" 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 Purchaser's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

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.

SELLER:

NO-COUNT, LLC,
a Texas limited liability company

By: 
GARY OLANOFF

Its: PRESIDENT

Address: 2207 Baldcroft, #804

Houston, TX 77027

Date: 11-5-15

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

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

Date: 11-20-2018

EXHIBIT A

County: Williamson
 Parcel No.: 6
 Highway: C.R. 119
 Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 7.402 ACRE (322,410 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 500 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 101.8 ACRE TRACT OF LAND, TRACT 2, DESCRIBED IN DEED TO GARY M. OLANDER, ET AL, RECORDED IN DOCUMENT NUMBER 9828013 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), SAID 7.402 ACRE (322,410 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 left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 42+11.77, in the proposed west right-of-way line of C.R. 119, said point also being 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., for the **POINT OF BEGINNING**, also being the northwest corner of the tract described herein and the beginning of a curve to the left, from which a 3/8-inch Iron rod found for the southwest corner of said 101.8 acre tract and the northwest corner of said 48.44 acre tract bears S 68°06'35" W, a distance of 1,871.50 feet;

THENCE, with the proposed curving west right-of-way line of said C.R. 119, the following three courses and distances numbered 1-3:

- 1) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 1,811.07 feet, through a central angle of 42°31'39", having a radius of 2,440.00 feet, and a chord that bears N 38°53'15" W, a distance of 1,769.79 feet to a 1/2-inch Iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 60+67.38,
- 2) N 60°09'04" W, a distance of 626.27 feet to a 1/2-inch Iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 66+93.64 for the beginning of a curve to the right, and
- 3) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 67.82 feet, through a central angle of 01°31'04", having a radius of 2,560.00 feet, and a chord that bears N 59°23'32" W, a distance of 67.81 feet to a 1/2-inch Iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 67+59.87, said point being on the south line of a called 57.895 acre tract of land described in General Warranty Deed to Ventana Hills, LTD., recorded in Document Number 2007068155 O.P.R.W.C.TX., and the north line of said 101.8 acre tract for the northwest corner of the tract described herein, from which a 1/2-inch Iron pipe found for the northwest corner of said 101.8 acre tract and the southwest corner of said 57.895 acre tract bears S 68°21'55" W, a distance of 864.97 feet;

4) **THENCE** N 68°21'55" E, with the south line of said 57.895 acre tract and the north line of said 101.8 acre tract, a distance of 152.22 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 66+66.66 for northeast corner of the tract described herein, from which a 1/2-inch iron rod found for the southeast corner of said 57.895 acre tract and the northeast corner of said 101.8 acre tract bears N 68°21'55" E, a distance of 939.49 feet;

THENCE, with the proposed west right-of-way line of said C.R. 119, the following three courses and distances numbered 5-7:

5) S 60°09'04" E, a distance of 599.28 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 60+67.38 for the beginning of a curve to the right,

6) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 1,220.99 feet, through a central angle of 27°19'38", having a radius of 2,560.00 feet, and a chord that bears S 46°29'15" E, a distance of 1,209.45 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 48+75.00, and

7) N 57°10'34" E, a distance of 68.64 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 128.64 feet right of E.C.S. 48+75.00, said point being on the west line of a called 103.111 acre tract of land, Tract 1, described in deed to Harry Ronald Hanson, recorded in Document Number 2006074638 O.P.R.W.C.TX.;

8) **THENCE** S 21°58'49" E, with the west line of said 103.111 acre tract and the east line of said 101.8 acre tract, a distance of 680.11 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set on the existing east right-of-way line of CR 119 (Hutto Bypass), a variable width right-of-way (no record information found), also being the southeast corner of said 101.8 acre tract and the tract described herein;

9) **THENCE** S 68°06'35" W, with the south line of said 101.8 acre tract, passing at a distance of 41.09 feet, an 8-inch wooden fence post for the northeast corner of said 48.44 acre tract, and continuing for a total distance of 148.76 feet to the **POINT OF BEGINNING**, and containing 7.402 acres (322,410 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.

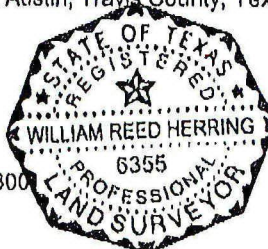
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §


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
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
- POINT OF BEGINNING
- P.O.B.
- P.O.C.
- P.O.R.
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



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

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68° 06' 35" W	1.871.50'
L2	N57° 10' 34" E	68.64'
L3	S68° 06' 35" W	41.09'
L4	S68° 06' 35" W	107.67'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	142° 31' 39"	12,440.00'	1,811.07'	1,699.79'	N38° 53' 15" W
C3	127° 19' 38"	12,560.00'	1,220.99'	1,209.45'	S46° 29' 15" E

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.

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

GARY M. OLANDER, ET AL
CALLED 101.8 ACRES
(TRACT 2)
DOC. NO. 9828013
O.P.R.W.C.TX.

JAMES SHELTON
SURVEY A-560

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 50+39.373
D = 50° 42' 46.31" (LT)
L = 2,212.766'
T = 1,184.7585
R = 2,500.0000
PC STA 38+54.61
PT STA 60+67.38

MATCH LINE SHEET 4 OF 6

PROPOSED R.O.W.

46+00

48+00

521° 58' 49" E 680.11'

(6)

44+00

C.R. 119 ENGINEER'S CENTERLINE

42+00

EXISTING R.O.W.

CR 119
(No Record Information Found)

8" WOOD

STA 48+75.00

60.00' RT

STA 48+75.00

128.64' RT

HARRY RONALD HANSON
CALLED 103.111 ACRES
TRACT 1
DOC. NO. 2006074636
O.P.R.W.C.TX.

PAGE 3 OF 6
REF. FIELD NOTE NO. 14874



4801 Southwest Parkway
P.O. Box 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Professional No. 10364000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY M. OLANDER, ET AL
PARCEL 6
7.4015 AC. (322,410 SQ. FT.)

LEGEND

- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊕ 1/2" IRON ROD FOUND UNLESS NOTED
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- ⊕ POINT OF COMMENCING
- ⊕ POINT OF REFERENCE
- ⊕ NOT TO SCALE
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- ⊕ PLAT RECORDS OF
- ⊕ WILLIAMSON COUNTY, TEXAS
- ⊕ OFFICIAL RECORDS OF
- ⊕ WILLIAMSON COUNTY, TEXAS
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- ⊕ WILLIAMSON COUNTY, TEXAS
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JAMES SHELTON
SURVEY, A-560

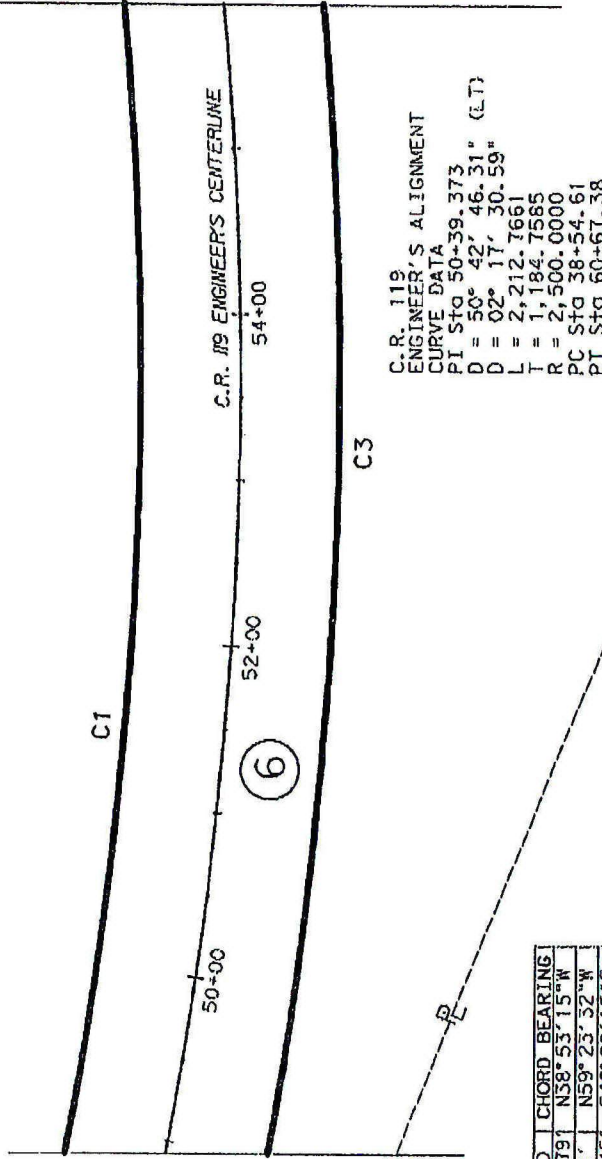
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GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

MATCH LINE SHEET 5 OF 6

MATCH LINE
SHEET 3 OF 6



C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 50+39.373
D = 50° 42' 46.31" (LT)
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L = 2,212.7661
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R = 2,500.0000
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PT STA 60+67.38

CURVE TABLE

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C1	42° 31' 39"	2,440.00'	811.07'	769.79'	N38° 53' 15" W
C2	01° 31' 04"	2,560.00'	67.82'	67.81'	N59° 23' 32" W
C3	27° 19' 38"	2,560.00'	220.99'	209.45'	S46° 29' 15" E

FILE: \\Bury Partners\CR 119\Survey\dgm\Sketches\Parcel 6-2.dgn REF. FIELD NOTE NO. 14874 PAGE 4 OF 6



4801 Southwest Parkway
Portway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY M. OLANDER, ET AL

7.4015 AC. (322,410 SQ. FT.)

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- O.R.E.C.T.
- O.P.R.W.C.T.
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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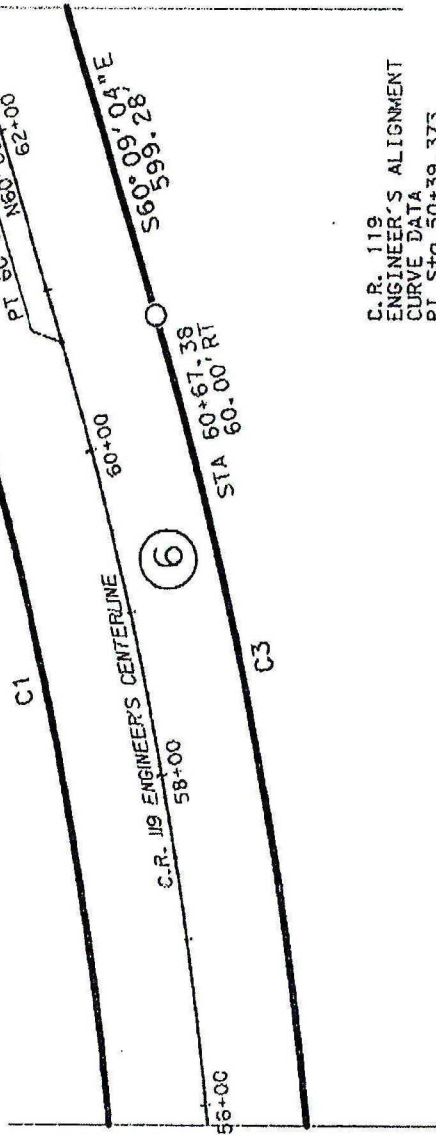
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JAMES SHELTON
SURVEY A-560

GARY M. OLANDER, ET AL
CALLED 101.8 ACRES
(TRACT 2)
DOC. NO. 9828013
O.P.R.W.C.TX.

MATCH LINE
SHEET 4 OF 6



C.R. 119
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WILLIAMSON COUNTY, TEXAS

PAGE 5 OF 6
REF. FIELD NOTE NO. 14874

FILE: X:\Bury Partners\CR 119\Survey\dm\Sketches\Parcel 6-3.dgn



4801 Southwest Parkway
Portway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 100000000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY M. OLANDER, ET AL
PARCEL 6

7.4015 AC. (322,410 SQ. FT.)

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- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

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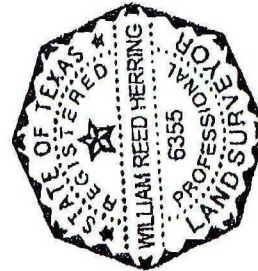
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CALLED 101.8 ACRES
(TRACT 2)
DOC. NO. 9828013
O.P.R. W.C. TX.

MATCH LINE
SHEET 5 OF 6

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI STA 75+74.71
D = 38° 49' 39.01" (RT)
D = 02° 17' 30.59"
L = 1,694.1694
R = 881.0634
PC STA 66+93.64
PT STA 83+87.81



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 THE BEST OF MY KNOWLEDGE AND BELIEF.

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

DATE
8/5/2014



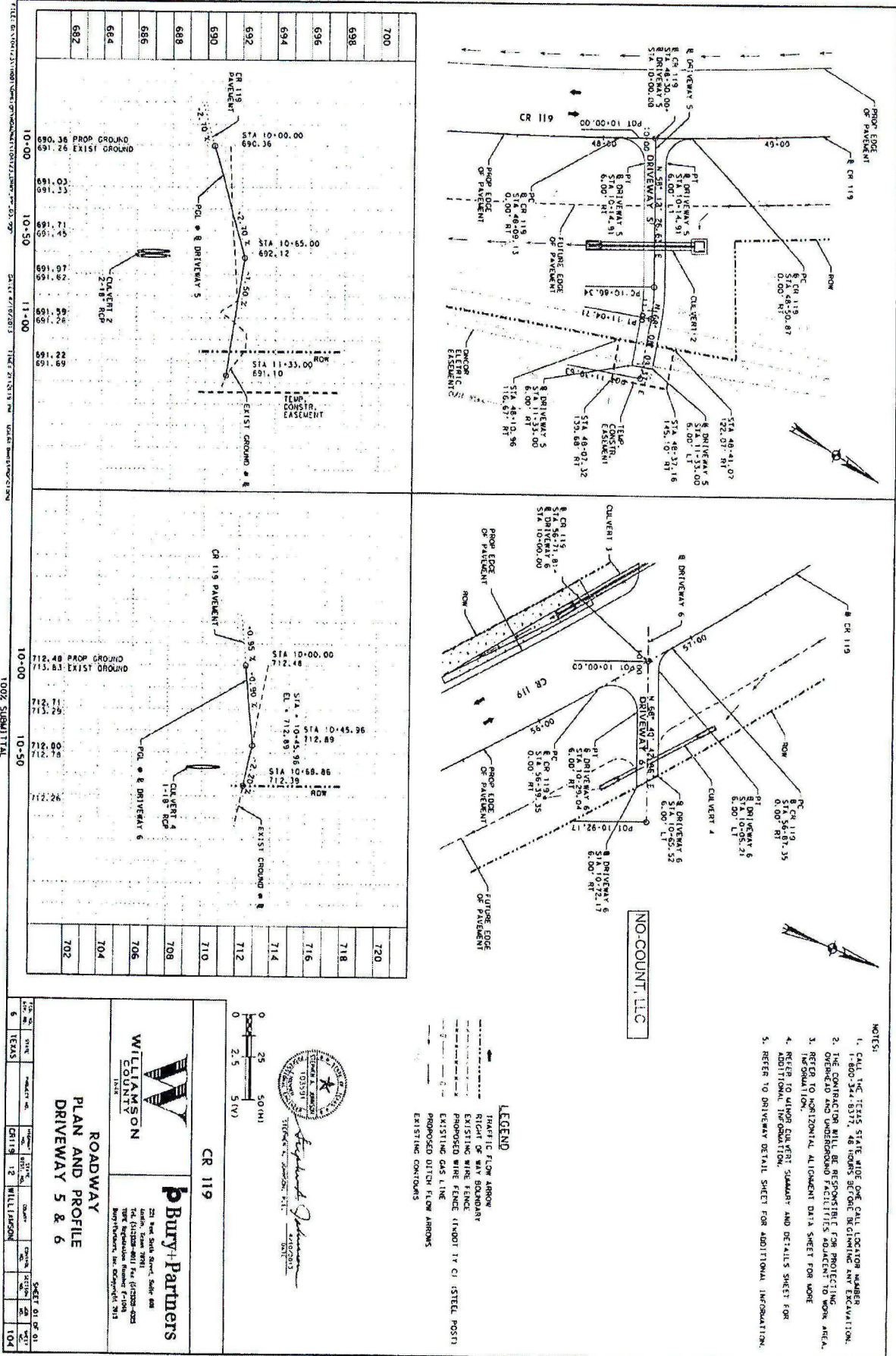
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 10094000

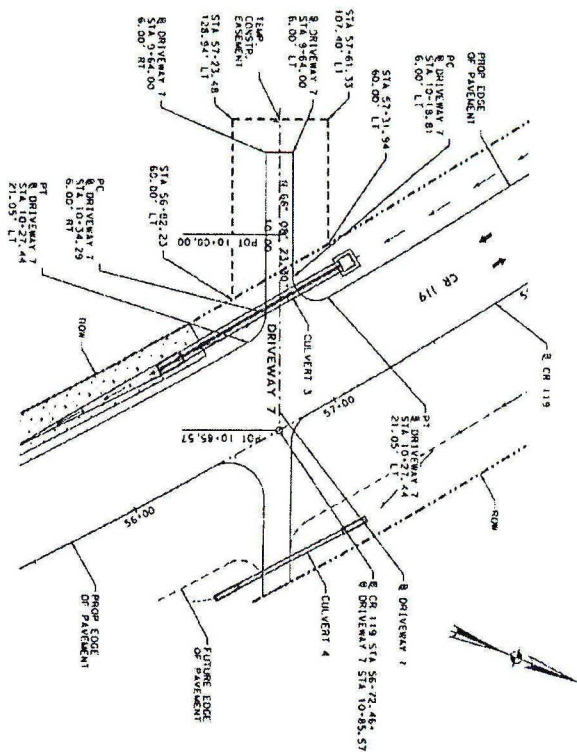
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY M. OLANDER, ET AL
PARCEL 6
7.4015 AC. (322,410 SQ. FT.)

PAGE 6 OF 6
REF. FIELD NOTE NO. 14874

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

EXHIBIT "B"





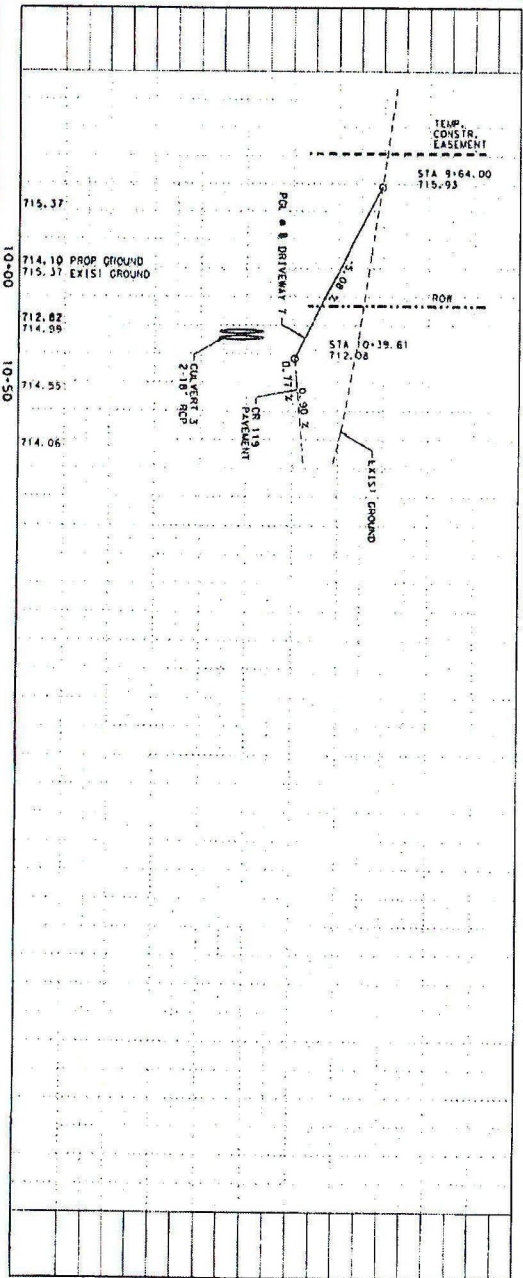
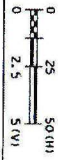
NO-COUNT, LLC

- NOTES:
1. CALL THE TEXAS STATE WIDE ONE CALL LOCATION NUMBER 1-800-344-8377, 48 HOURS BEFORE BEGINNING ANY EXCAVATION.
 2. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING OVERHEAD AND UNDERGROUND FACILITIES ADJACENT TO WORK AREA.
 3. REFER TO HORIZONTAL ALIGNMENT DATA SHEET FOR MORE INFORMATION.
 4. REFER TO VERTICAL CURVE SUMMARY AND DETAILS SHEET FOR ADDITIONAL INFORMATION.
 5. REFER TO DRIVEWAY DETAIL SHEET FOR ADDITIONAL INFORMATION.

- LEGEND
- TRAFFIC FLOW ARROW
 - RIGHT OF WAY BOUNDARY
 - EXISTING WIRE FENCE
 - PROPOSED WIRE FENCE (THROAT TO C) (STEEL POSTS)
 - EXISTING GAS LINE
 - PROPOSED DITCH FLOW ARROWS
 - EXISTING CONTROLS




William J. Johnson
 WILLIAM J. JOHNSON, P.E.
 CIVIL ENGINEER



10+00 10+50 100X SUBMITTAL

CR 119



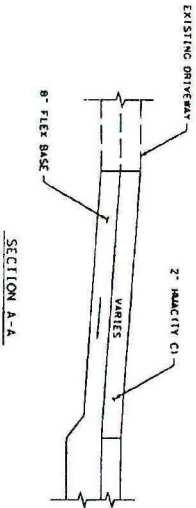
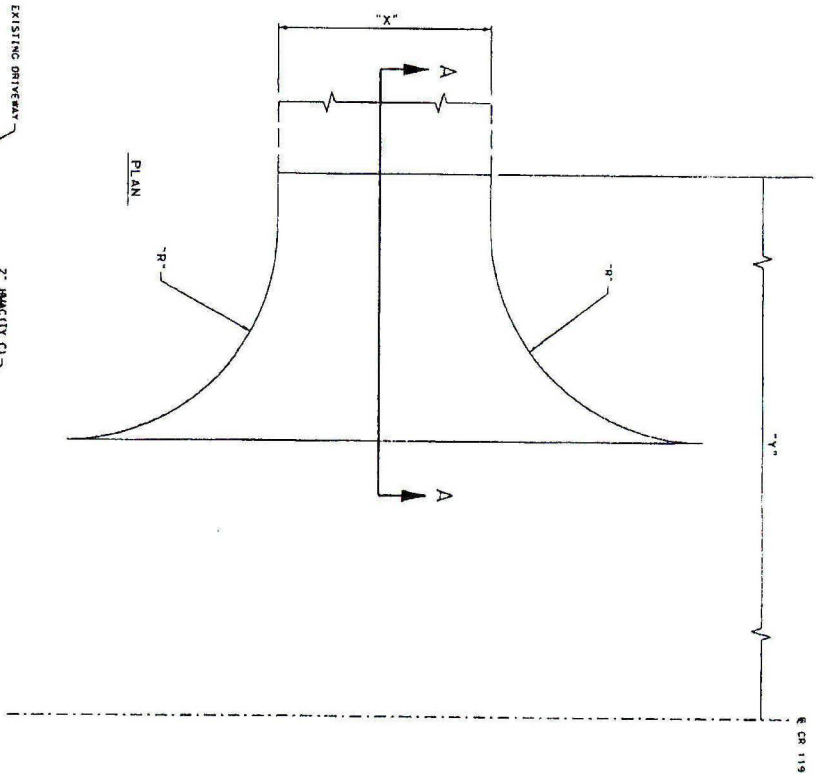
WILLIAMSON COUNTY

Bury+Partners

222 East Sixth Street, Suite 200
 The Woodlands, Texas 77380-4052
 281-360-0000
 www.burypartners.com

ROADWAY PLAN AND PROFILE
DRIVEWAY 7

DATE	BY	CHKD BY	DESCRIPTION
10/15/2013	WILLIAMSON		100X SUBMITTAL



ASPHALT DRIVEWAY DETAILS

PAYMENT FOR DRIVEWAYS SHALL BE IN ACCORDANCE WITH ITEM 530.

DRIVEWAY NUMBER	LOCATION	ROAD	TYPE	R	E	Y	ST
1	12-55.02 (N13)	CR 119	ASPHALT	15'	12'	61.1'	39
2	14-57.16 (L13)	CR 119	ASPHALT	15'	12'	60.0'	38
3	15-46.70 (N13)	CR 119	ASPHALT	15'	12'	68.4'	135
4	15-100.00 (N13)	CR 119	ASPHALT	25'	12'	82.0'	139
5	16-20.00 (N13)	CR 119	ASPHALT	15'	12'	133.0'	186
6	16-21.81 (N13)	CR 119	ASPHALT	15'	12'	68.8'	110
7	16-72.46 (L13)	CR 119	ASPHALT	15'	12'	75.6'	110

* FINAL 11E-11N LOCATIONS AND ELEVATIONS SHALL BE AS SHOWN IN THE PLANS OR AS DETERMINED BY THE ENGINEER IN THE FIELD.



William A. Johnson
 WILLIAM A. JOHNSON
 CIVIL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 103531



Bury+Partners
 221 East Sixth Street, Suite 400
 Austin, Texas 78701
 Tel: 512.476.1111
 Fax: 512.476.1112
 www.burypartners.com
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ROADWAY DRIVEWAY DETAIL

DATE	BY	CHKD	APPD	DATE	BY	CHKD	APPD
08/19/13	TEKAS			08/19/13	TEKAS		

100% SUBMITTAL

DATE: 8/19/2013 TIME: 2:17:12 PM USER: bburypartners

FILE: C:\PROJECTS\2013\0819\081913.DWG

EXHIBIT "C"

Parcel 6

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 NO-COUNT, LLC, a Texas limited liability company, 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 7.402 acre tract of land located in the James Shelton Survey, Abstract No. 560 in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 6**)

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, by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

GRANTOR:

NO-COUNT, LLC,
a Texas limited liability company

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

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