

REAL ESTATE CONTRACT

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between, GREGORY R. BRINKMEYER AND VICKI LYNN BRINKMEYER (referred to in this Contract as "Seller", whether one or more) and the CITY OF TAYLOR, TEXAS (referred to in this Contract as "Purchaser"), and WILLIAMSON COUNTY only in the capacity to approve the access herein after set out, upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE, SALE AND RIGHT-OF-WAY DEDICATION

1.01 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:

A 1.957 ACRE (85,242 SQ FT) PARCEL OF LAND LOCATED IN THE W.J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 102.193 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO GREGORY R. BRINKMEYER AND VICKI LYNN BRINKMEYER, HUSBAND AND WIFE, RECORDED IN DOCUMENT NUMBER 2002044031 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.957 ACRE (85,242 SQ. FT.) PARCEL AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN FOR ALL PURPOSES.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01 The Purchase Price for the Property described in Exhibit "A" and the acquisition of any improvements on the Property, and any damages to the remaining property of Seller shall be the sum of THIRTY FOUR THOUSAND, NINE HUNDRED TWENTY-NINE and 57/100 DOLLARS (\$34,929.57). An additional sum of FOUR THOUSAND FIVE HUNDRED and

No/100 (\$4,500.00) will be paid for the unconditional release to the City of Taylor, Texas and to Williamson County, Texas, their successors and assigns for any present or future, known or unknown, damage to the remainder of your property as a result of the Project, which unconditional release will include, without limitation, any drainage, water, flood or inundation damage. The Unconditional Release shall be in the form as shown in Exhibit "B" attached hereto.

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 that 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 AND PURCHASER

4.01 Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date that there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

4.02 Williamson County and the City of Taylor hereby represent to Seller which representation shall survive closing that Seller will be allowed one driveway access point on to the proposed BILL PICKETT TRAIL road to be constructed at the approximate location shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes. The access point when constructed by Seller must comply with all applicable rules and regulations pertaining to such construction.

ARTICLE V CLOSING

Closing Date

5.01 The Closing shall be held at the office of Longhorn Title Company, 311 Talbot Street, Taylor, Texas, on or before June 15, 2016, 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 the Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title 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; If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Purchaser. Obligations imposed by this paragraph will survive closing;
- (b) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to the Purchaser a duly executed and acknowledged Unconditional Release in the form as set out in Exhibit "B" attached hereto.

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

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

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 year of closing relating to the Property shall be paid by Purchaser. Agricultural roll-back taxes, if any, shall be paid by Purchaser as set forth in Paragraph 5.02(1)(a) above.

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) Title company closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party hereto respectively.

ARTICLE VI BREACH BY SELLER

6.01 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; (2) request that the Escrow Deposit, if any, shall be returned by the title company to Purchaser, or (3) exercise any right and remedy allowed in law or in equity and all remedies set forth herein shall be cumulative.

ARTICLE VII BREACH BY PURCHASER

7.01 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 \$1,000.00 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is hand delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

Gregory R. Brinkmeyer
14417 Chandler Road
Taylor, Texas 76574

Vicki Lynn Brinkmeyer
14417 Chandler Road
Taylor, Texas 76574

City of Taylor
400 Porter Street
Taylor, Texas 76574

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

Texas Law to Apply

8.02 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05 This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06 Time is of the essence in this Contract.

Gender

8.07 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the City of Taylor, Texas and Williamson County.

Counterparts

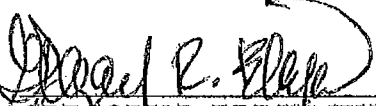
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Condemnation

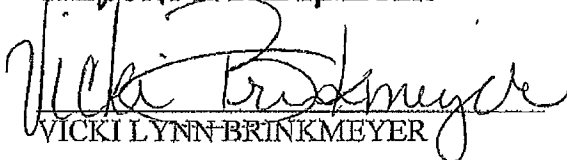
8.12 Seller and Purchaser have entered into this Contract under the threat by Purchaser of condemnation under its eminent domain authority. Purchaser has allowed Seller the opportunity to negotiate this Contract in lieu of condemnation now threatened by Purchaser.

This contract is dated this the ____ day of June, 2016.

SELLER:




GREGORY R. BRINKMEYER



VICKI LYNN BRINKMEYER

PURCHASER:

CITY OF TAYLOR, TEXAS



By: Issac D. Turner
Its: City Manager

WILLIAMSON COUNTY, TEXAS

DAN A. GATTIS
County Judge

Condemnation

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This contract is dated this the ____ day of June, 2016.

SELLER:




GREGORY R. BRINKMEYER



VICKI LYNN BRINKMEYER

PURCHASER:

CITY OF TAYLOR, TEXAS



By: Issac D. Turner
Its: City Manager

WILLIAMSON COUNTY, TEXAS



DAN A. GATTIS
County Judge

EXHIBIT A

County: Williamson
Parcel No.: 6
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 1.957 ACRE (85,242 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 102.193 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO GREGORY R. BRINKMEYER AND VICKI LYNN BRINKMEYER, HUSBAND AND WIFE, RECORDED IN DOCUMENT NUMBER 2002044031 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 1.957 ACRE (85,242 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 286.37 feet right of Bill Pickett Trail Engineer's Centerline Station (E.C.S.) 59+19.74, on the south line of the remainder of a called 157.70 acre tract of land, as described in a deed to James E. Wolbrueck (an undivided 1/3 interest), David J. Wolbrueck (an undivided 1/3 interest) and Susan J. Wolbrueck (an undivided 1/3 interest), recorded in Document No. 2007041942, O.P.R.W.C.TX., said point being the northwest corner of a called 89.79 acre tract of land as described in a deed to Marjean Stabeno, recorded in Document No. 2002076425, O.P.R.W.C.TX., said point also being the northeast corner of a called 39.863 acre tract of land, as described in a deed to Williamson County, Texas, recorded in Document No. 2014081582, O.P.R.W.C.TX.;

THENCE S 68°18'37" W, with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, passing at a distance of 226.72 feet a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" on the proposed east right-of-way line of Bill Pickett Trail, and continuing for a total distance of 282.83 feet to a 3/8-inch iron rod found 4.00 feet right of E.C.S. 59+33.76 for the southeast corner of said remainder of 102.193 acre tract, said point being the southwest corner of said remainder of 157.70 acre tract, said point being the northwest corner of said 39.863 acre tract, said point also being the northeast corner of a called 137.565 acre tract of land, Tract Two, as described to William B. Bohls and Stephen F. Bohls, recorded in Document No. 1999080705, O.P.R.W.C.TX, for the **POINT OF BEGINNING** (Grid = N:10198670.94, E:3209589.66), and the southeast corner of the parcel described herein;

1) **THENCE** S 68°18'37" W, with the common line of said remainder of 102.193 acre tract, and said 137.565 acre tract, passing at a distance of 64.14 feet a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 59+38.25 on the proposed west right-of-way line of said Bill Pickett Trail, and continuing for a total distance of 74.17 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of E.C.S. 59+39.02, said point being on the proposed west right-of-way line of said Bill Pickett Trail, for the beginning of a curve to the left, and the southwest corner of the parcel described herein;

THENCE with the proposed west right-of-way line of said Bill Pickett Trail, over and across said remainder of 102.193 acre tract, the following four (4) courses and distances numbered 2-5:

- 2) with said curve to the left, an arc distance of 73.28 feet, through a central angle of 05°03'32", having a radius of 830.00 feet, and a chord that bears N 28°18'00" W, a distance of 73.26 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of E.C.S. 60+18.48,

- 3) N 30°49'46" W, a distance of 535.14 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of E.C.S. 65+53.62,
- 4) N 42°08'21" W, a distance of 153.18 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 100.04 feet left of E.C.S. 67+03.83, said point being the beginning of a curve to the right, and
- 5) with said curve to the right, an arc distance of 451.12 feet, through a central angle of 26°50'51", having a radius of 1,000.00 feet, and a chord that bears N 17°54'20" W, a distance of 447.81 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 100.04 feet left of E.C.S. 71+09.82, on the east line of said remainder of 102.193 acre tract, and the west line of said remainder of 157.70 acre tract, for the north corner of the parcel described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "SAM" found on the existing south right-of-way line of Chandler Road (variable width right-of-way) as conveyed to Williamson County, Texas; recorded in Document No. 2009053659, O.P.R.W.C.TX, bears N 30°49'46" W, a distance of 84.55 feet;
- 6) THENCE S 30°49'46" E, departing the proposed west right-of-way line of said Bill Pickett Trail, with the common line of said remainder of 102.193 acre tract, and said remainder of 157.70 acre tract, a distance of 1,206.29 feet to the **POINT OF BEGINNING**, and containing 1.957 acres (86,242 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 1.000120

THE STATE OF TEXAS
COUNTY OF TRAVIS

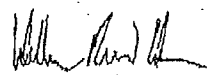
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§
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KNOW ALL MEN BY THESE PRESENTS:

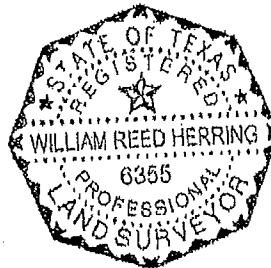
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 6th day of April, 2016.

SURVEYING AND MAPPING, LLC.
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





WILLIAMSON COUNTY, TEXAS

BILL PICKETT TRAIL
ENGINEERS CENTERLINE CURVE DATA
STATION
DELTA
DEGREE OF CURVE
TANGENT
LENGTH
RADIUS
PC STATION
PT STATION

564.25
48°09'05" (117)
06°21'58"
402.13
736.36
900.00
52+52.12
60+18.48

JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 157.70 ACRES
DOC. NO. 2007041942
O.P.R.W.C.TX.

PROPOSED ROW LINE

BILL PICKETT TRAIL
ENGINEERS CENTERLINE

BILL PICKETT TRAIL
VARIABLE WIDTH R.O.W.

65+00

S30°49'46"E 1,206.29'

(S28°00'00"E 3501.35')

PT 60+18.48

P.O.B.
E.C.S.
N=10198870.94
E.C.S.
59+53.76
4.00' RT

(6)

PROPOSED ROW LINE

N30°49'46"W 535.14'

E.C.S.
65+53.82
70.00' LT

GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.193 ACRES
DOC. NO. 2002044031
O.P.R.W.C.TX.

W. J. BAKER SURVEY,
ABSTRACT 65

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°03'32"	830.00'	73.28'	73.26'	N28°18'00"W
C2	25°50'51"	1,000.00'	451.12'	447.31'	N17°54'20"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°18'37"W	56.11'
L2	S68°18'37"W	74.17'
L3	N42°08'21"W	153.18'

TIME: 2:10:52 PM
DATE: 4/6/2016
FILE: J:\1015035272\100\Survey\02Base\Parcel\Parcel 6-1.dgn

EXISTING 102.193 AC. ACQUIRE 1.957 AC. REMAINING 100.236 AC. LEFT

PAGE 3 OF 4
REF. FIELD NOTE NO. 21877

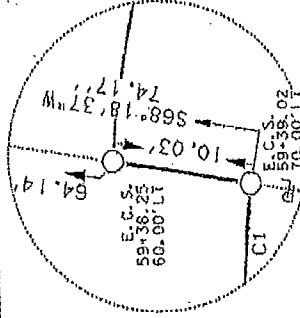


4901 Southwest Parkway
Buckley, Iowa 52534
Austin, Texas 78735
(512) 447-0573
Fax: (512) 526-5029
Texas Land Registration No. 10695000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER
PARCEL 6
1.957 AC. 185,242 SQ. FT.)

MARJEAN STABENO
CALLED 89.79 ACRES
DOC. NO. 2002076425
O.P.R.W.C.TX.

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R.W.C.TX.



MATCH LINE PAGE 4

LEGEND

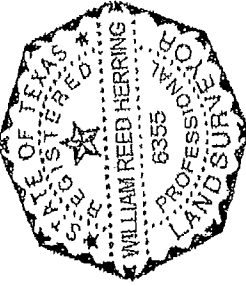
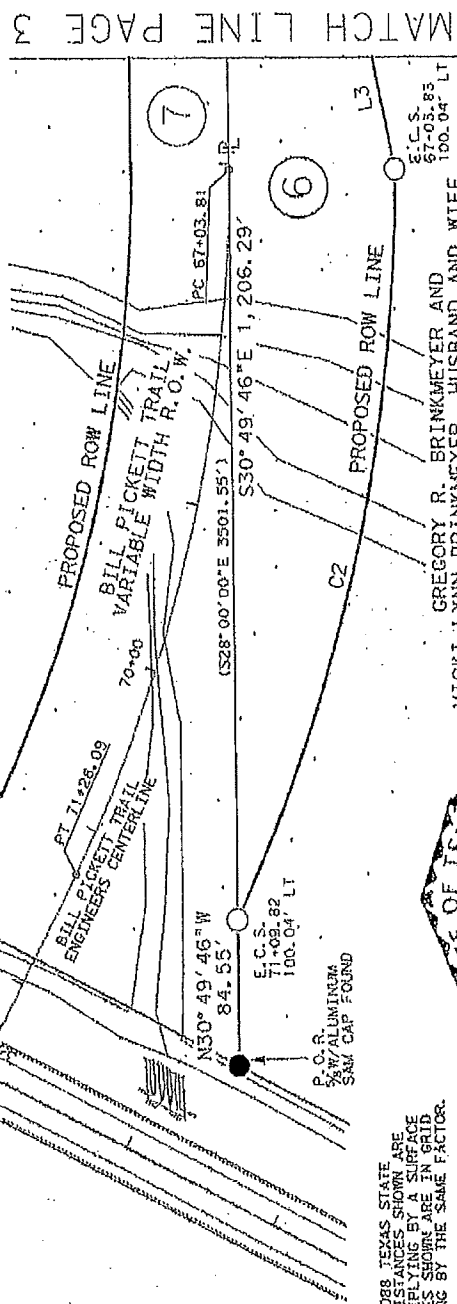
- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- △ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- R.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED 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)

W. J. BAKER SURVEY,
ABSTRACT 65

CHANDLER ROAD ROW
(VARIABLE WIDTH ROW)
CALLED 11.38 ACRES
O.P.R.W.C.TX. NO. 2009053659

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

JAMES E. WOLBRUECK (CAN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (CAN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (CAN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 157.70 ACRES
DOC. NO. 2007041942
O.P.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93 AND 1983 TEXAS STATE PLANE COORDINATE SYSTEM. ALL DISTANCES SHOWN ARE UNADJUSTED. BEARINGS AND DISTANCES SHOWN ARE ADJUSTED BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. PRIESE SCHEMATIC RECEIVED BY SAM, LLC, IN SEPTEMBER, 2015.

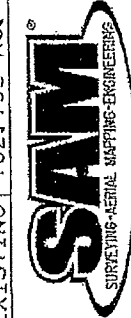
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/6/2016
DATE

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

TIME: 2:13:48 PM
DATE: 4/6/2016
FILE: J:\1015035272\100\Survey\02Base\Parcels\PARCEL 5.2.dgn

EXISTING 102.193 AC. ACQUIRE 1.957 AC. REMAINING 100.236 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 10528200

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER
PARCEL 6
1.957 AC. (85,242 SQ. FT.)

PAGE 4 OF 4
REF. FIELD NOTE NO. 21877

BILL PICKETT TRAIL
ENGINEER'S CENTERLINE CURVE DATA
STATION 67+00.00
DELTA 27°00'37"RT
DEGREE OF CURVE 27°00'37"RT
TANGENT 25.16'
LENGTH 424.28'
RADIUS 900.00'
PC STATION 67+00.00
PT STATION 71+28.09

GREGORY R. BRINKMEYER AND
WIFE
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.193 ACRES
DOC. NO. 2002044031
O.P.R.W.C.TX.

MATCH LINE PAGE 3

EXHIBIT B

UNCONDITIONAL RELEASE

This is an unconditional release ("the release") of the City of Taylor, Texas ("City") and Williamson County, Texas ("County") by Gregory Brinkmeyer and Vickie Brinkmeyer ("Brinkmeyer"), effective on _____.

A. Recitals

1. City and County are currently undertaking a road construction project related to Bill Pickett Trail ("the Project"). As part of the Project, City sought to acquire approximately 1.957 acres of property owned by Brinkmeyer for the purpose of constructing the roadway and making related improvements with the Project. The property City sought to acquire is described in the document attached as Exhibit "A" and incorporated herein by reference ("Property"). The Property is part of a larger tract owned by Brinkmeyer which was originally vested to Brinkmeyer in a Special Warranty Deed with Vendor's Lien which is attached as Exhibit "B". Any property still owned by Brinkmeyer, which originally vested to Brinkmeyer in Exhibit "B", at the time of the execution of this Release shall be hereinafter referred to as the "Remainder Tract".

2. City and Brinkmeyer entered into negotiations for City to purchase the Property from Brinkmeyer. The parties reached an agreement for City to purchase the Property from Brinkmeyer. As part of the terms of the agreement, Brinkmeyer agreed to an unconditional release of the City and County, their successors and assigns for any present or future, known or unknown, damage to the Remainder Tract, including, without limitation, any drainage, water, and flood inundation damage as a result of the Project.

B. Agreement, Releases & Covenants

4. City, in consideration for the execution of this unconditional release, paid to Brinkmeyer \$4,500.00 for the unconditional release of the City and County, their successors and assigns for any present or future, known or unknown, damage to the remainder of the Remainder Tract as a result of the Project.

5. Brinkmeyer, in consideration for the execution of this release and the payment of the \$4,500.00, which they have received, forever unconditionally releases, acquits, and discharges City and County, their successors and assigns for any present or future, known or unknown, damage to the Remainder Tract as a result of the Project, including, without limitation, any drainage, water, flood inundation damage.

7. Brinkmeyer accepts this consideration in full satisfaction of all damages or claims owed to them or that may be owed to them in the future by City or County.

8. Brinkmeyer understands their acceptance of the consideration is in full accord and satisfaction of any claims arising out of the City's acquisition of the Property and improvements made thereon by City, County, or their agents, and City's payment of consideration is not an admission of City's liability.

9. In executing this release, Brinkmeyer acknowledges they are not relying on any statement or representation of City or County or any of its agents regarding the matters in dispute. Brinkmeyer is relying on their own judgment and are represented by an attorney in this matter. Brinkmeyer's attorney read and explained the contents of this release to Brinkmeyer and explained the legal consequences of this release. Brinkmeyer understand that this release shall operate as a full, complete, and final release and settlement of all claims.

10. Brinkmeyer acknowledges they read this release and that it is a complete, written statement of the terms and conditions of the agreement. Brinkmeyer signs this agreement of their own free will and accord.

C. Other Provisions

11. There are no other agreements, either written or oral, and the execution of this agreement supersedes all earlier representations, negotiations, or agreements about this matter.

12. This agreement shall be governed and construed by the laws of the State of Texas.

13. Venue for any dispute arising out of this release or the Property shall be in Williamson County, Texas.

Executed _____, 2016.

Gregory Brinkmeyer

Vickie Brinkmeyer

EXHIBIT C

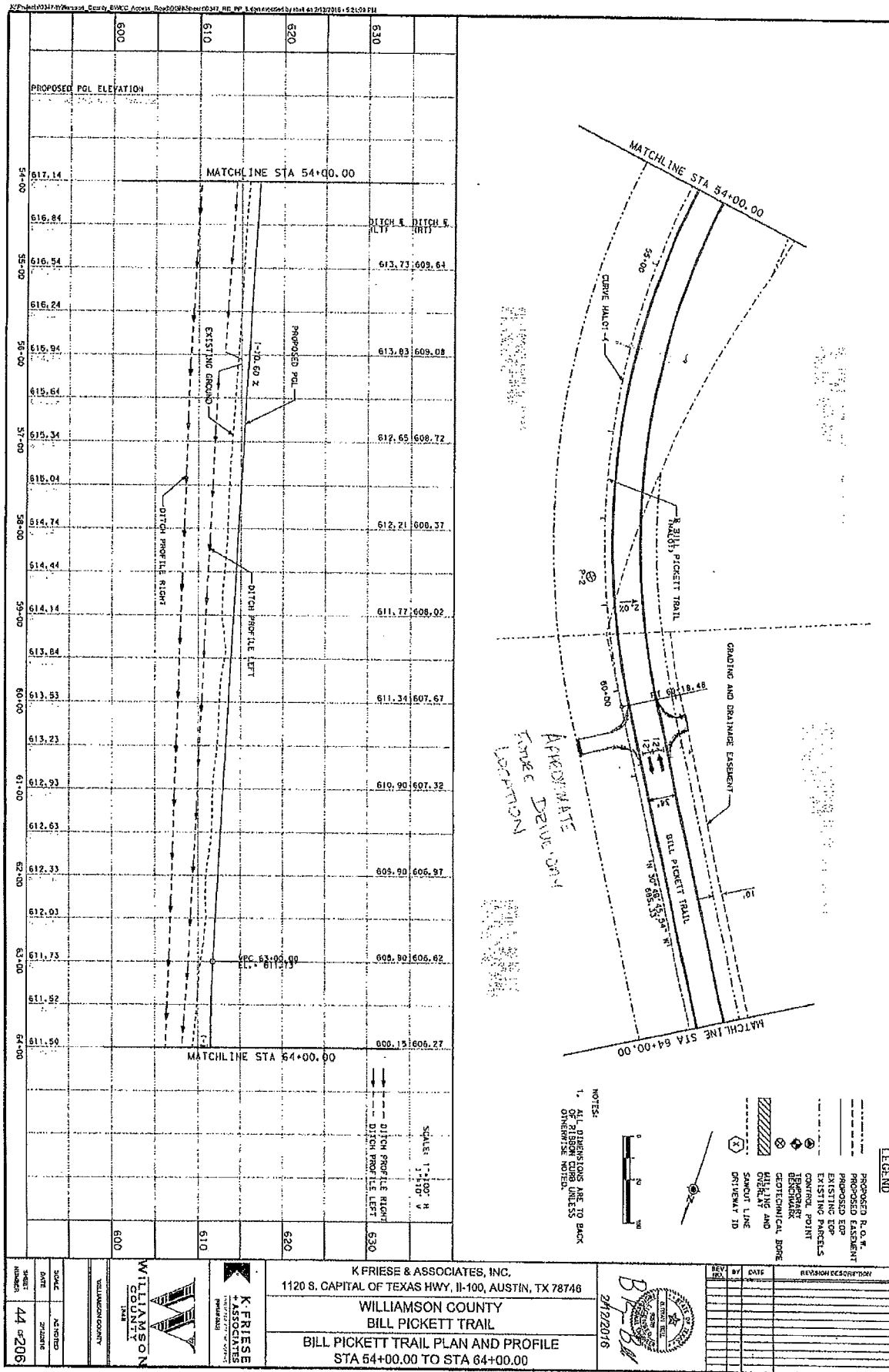


EXHIBIT D

DEED

Bill Pickett Trail 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 GREGORY R. BRINKMEYER and VICKI LYNN BRINKMEYER, 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 the City of Taylor, 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 the CITY OF TAYLOR, 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 by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

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

Deed for Brinkmeyer

interfere with, jeopardize, or endanger the facilities of the City of Taylor, 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 Bill Pickett Trail, 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 the City of Taylor, Texas and its assigns forever; and Grantor does hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the City of Taylor, 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 _____, 2016.

[signature pages follow]

GRANTOR:

Gregory R. Brinkmeyer

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Gregory R. Brinkmeyer, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Vicki Lynn Brinkmeyer

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Vicki Lynn Brinkmeyer, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Hejl & Schroeder, P.C.
311 Talbot Street
P.O. Box 192
Taylor, Texas 76574

GRANTEE'S MAILING ADDRESS:

City of Taylor, Texas
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

AFTER RECORDING RETURN TO:

Hejl & Schroeder, P.C.
311 Talbot Street
P.O. Box 192
Taylor, Texas 76574