

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 24

THIS REAL ESTATE CONTRACT ("Contract") is made by KARI RAESZ (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 0.056 acre (2433 Sq. Ft.) tract of land in the Patrick O'Doughterty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

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 Exhibits "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 described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHT HUNDRED and 00/100 Dollars (\$800.00).

Payment of Purchase Price

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

Special Provisions

2.03. As an agreement and obligation which shall survive the Closing of this transaction, Purchaser shall replace and reconstruct one (1) concrete driveway connection from the proposed CR 101 improvements to the remaining property of Seller, in the location and specification as shown on the plan sheets attached hereto as Exhibit "B". By execution of this Contract Seller grants Purchaser, its agents and contractors the temporary license to enter the remaining property of Seller to carry out the obligations of this paragraph if necessary.

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 Independence Title Company on or before January 31st, 2017, 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 "C" 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".
- (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.

[signature page follows]

SELLER:

Kari Raesz
Kari Raesz

Date: 12.10.2016

Address: 4900 CR 101
Taylor Tx 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

SELLER:

Kari Raesz
Kari Raesz

Date: 12.10.2016

Address: 4900 CR 101
Taylor TX 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis,
County Judge

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

Date: 12.22.2016

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 24

PROPERTY DESCRIPTION FOR
PARCEL 24

DESCRIPTION OF A 0.056 ACRE (2433 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 12.00 ACRE TRACT OF LAND CONVEYED TO KARI RAESZ, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2010079380 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.056 ACRE (2433 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod with plastic cap stamped "RPLS 1847" found in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the southeasterly corner of said 12.00 acre tract, same being an ell corner of that called 101.67 acre tract of land conveyed to Sam McFarlin by instrument recorded in Document No. 2005087712 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 101.67 acre tract, with the common boundary line of said 12.00 acre tract and said existing westerly ROW line, N 22°06'40" W for a distance of 1406.36 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 61.22 feet left of proposed County Road baseline station 126+08.46, having grid coordinates of N=10,187,323.62, E =3,188,886.40, in the proposed southerly ROW line of C.R. 160 (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said existing westerly ROW line, through the interior of said 12.00 acre tract, with said proposed southerly ROW line of C.R. 160, the following three (3) courses:

1. **N 75°48'49" W** for a distance of **40.05** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 93.53 feet left of proposed C.R. 101 baseline station 126+32.13, for an angle point;
2. **S 68°34'20" W** for a distance of **173.45** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 266.97 feet left of proposed C.R. 101 baseline station 126+33.97, for the southwesterly corner of the herein described tract;
3. **N 21°25'40" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 266.87 feet left of proposed C.R. 101 baseline station 126+43.97 in the existing southerly ROW of said C.R. 160, for the northwesterly corner of the herein described tract, and from which a 1 3/4" ID iron pipe found in said existing southerly ROW line, being the northwesterly corner of said 101.67 acre tract, same being the northeasterly corner of that called 45.96 acre tract of land conveyed to Steven C. Raesz by instrument recorded in Document No. 2006056704 of the Official Public Records of Williamson County, Texas, bears S 68°34'20" W, pass at a distance of 82.93 feet the calculated common corner of said 12.00 acre tract and said 101.67 acre tract, and continuing for a total distance of 1613.39 feet;
4. **THENCE**, departing said proposed ROW line, with said existing southerly ROW line, same being the northerly boundary line of said 12.00 acre tract, **N 68°34'20" E** for a distance of **205.62** feet to a 1/2" iron rod with plastic cap stamped "RPLS 1847" found at the intersection of said C.R. 160 and said C.R. 101, for the northeasterly corner of the herein described tract;

5. **THENCE**, departing said existing southerly ROW line of C.R. 160, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 12.00 acre tract, **S 22°06'40" E**, for a distance of **33.33** feet to the **POINT OF BEGINNING**, containing 0.056 acres (2433 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, 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 Round Rock, Williamson County, Texas.

Lawrence M. Russo

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

09/22/2016

Date



[illegible]

JOHN THOMAS SURVEY
ABSTRACT No. 610

SAM MCFARLIN
(101.67 AC.)
DOC. NO. 2005087712
O.P.R.W.C.T.

STEVEN C. RAESZ
(45.96 AC.)
DOC. NO. 2006056704
O.P.R.W.C.T.

KARI RAESZ
{12.00 AC.}
DOC. NO. 2010079380
O.P.R.W.C.T.

PATRICK O'DOUGHERTY SURVEY
ABSTRACT No. 184

JAMES C. EAVES SURVEY
ABSTRACT No. 213

SAM MCFEARLIN
(101.67 AC.)
DOC. NO. 2005087712
O.P.R.W.C.T.
P.O.R.-

NUMBER	DIRECTION	DISTANCE
L 1	N75° 48' 49" W	40.05'
L 2	N21° 25' 40" W	10.00'
L 3	S22° 06' 40" E	33.33'

**INLAND[®]
GEODETICS, INC.**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

S:*BROWN&GAY\CR101\PARCELS\PARCEL 24-RAESZ\RAESZ-24-091216.dgn

PARCEL PLAT SHOWING PROPERTY OF

KARI RAESZ

PROJECT
CR 101

PARCEL 24

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND	¢	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	ℙ	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊛	COTTON GIN SPINDLE FOUND	—	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	—	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP	D.R.W.C.T.	DEED RECORDS
	STAMPED "WILCO-ROW-5050" SET	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622769-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 11, 2016, ISSUE DATE JULY 20, 2016.

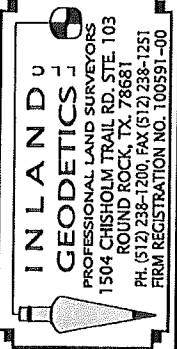
IOE. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 444, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 286, PAGE 182, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 286, PAGE 190, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 335, PAGE 30, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 391, PAGE 160, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.



PARCEL PLAT SHOWING PROPERTY OF

KARI RAESZ

PARCEL 24

SCALE
1" = 50'PROJECT
CR 101COUNTY
WILLIAMSON

S:*BROWN&GAY\CR101\PARCELS\PARCEL 24-RAESZ\RAESZ-24-091216.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/12/16
PAGE 5 OF 5

- J. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 422, PAGE 271, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. PIPELINE EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 703, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- L. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2014092145 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 15 FOOT DESIGNATED EASEMENT CANNOT BE LOCATED FROM ITS DESCRIPTION.
- M. INCLUSION WITHIN THE BRUSHY CREEK WCID NO. 1, RECORDED IN DOCUMENT NO. 2001047308, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



Lawrence M. Russo 09/22/2016

LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

INLAND u
GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1231
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

KARI RAESZ

SCALE
1" = 50'

PROJECT
CR 101

COUNTY
WILLIAMSON

ACQUISITION	ACRES	SQUARE FEET
ACQUISITION	0.056	2,433
CALC/DEED AREA	12.00	522,720
REMAINDER AREA	11.944	520,287

PARCEL 24

11/08/2016 2:06:58 PM C:\P\111272 - CR 101\24-CR101-03-ROADWAY.DWG (11/08/2016 2:06:58 PM) - CR 101\24-CR101-03-ROADWAY.DWG (11/08/2016 2:06:58 PM)

DRIVEWAY TABLE																									
DRIVEWAY NUMBER	P&P SHEET NUMBER	CENTERLINE STATION	EXISTING SURFACE	R1	R2 (FT)	GRADES										DRIVEWAY TYPE	CULVERT UPSTREAM			CULVERT DOWNSTREAM			EXIST PIPE	PROPOSED PIPE	
						FT	SY	(G1) %	(G2) %	(G3) %	(L1) FT	(L2) FT	(L3) FT	STATION (CL)	OFFSET (FT)		ELEV. (FT)	STATION (CL)	OFFSET (FT)	ELEV. (FT)					
*** DR# 01A	ACCESS 101	13+52.59	RT	GRAVEL	20	20	19	87	-2.65	-	-	31.48	-	-	COMMERCIAL	13+32.67	27.85	641.54	13+72.67	27.74	640.54	1-18" CMP	1-18" x 40 LF RCP		
*** DR# 01B	ACCESS 101	12+87.76	LT	GRAVEL	10	10	13	25	-2.00	-9.20	-5.00	3.92	6.00	3.80	COMMERCIAL	11+58.55	25.69	643.17	12+00.54	26.64	642.36	2-24" CMP	N/A		
*** DR# 01C	ACCESS 101	11+78.73	RT	GRAVEL	20	20	19	86	-2.00	-12.00	-5.00	6.00	19.82	5.43	COMMERCIAL	30+57.63	38.95	646.19	30+27.63	38.95	646.04	2-24" CMP	1-18" x 42 LF RCP		
DR# 02	3 OF 20	30+41.23	RT	GRAVEL	20	20	12	70	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL										
DR# 03	6 OF 20	66+45.60	LT	GRAVEL	20	20	13	122	-2.00	2.00	3.02	2.00	8.00	39.28	RESIDENTIAL										
DR# 04	7 OF 20	72+25.76	RT	GRAVEL	20	20	12	59	-2.00	-1.52	-	2.00	24.56	-	RESIDENTIAL										
DR# 05	7 OF 20	72+65.65	LT	GRAVEL	20	20	14	74	-2.00	2.00	5.17	2.00	5.00	30.20	RESIDENTIAL										
DR# 06	7 OF 20	73+36.01	RT	GRAVEL	20	20	12	51	-2.00	0.94	-	2.00	22.00	-	RESIDENTIAL										
DR# 07	7 OF 20	73+60.13	LT	GRAVEL	20	20	13	62	-2.00	2.00	5.86	2.00	5.00	22.77	RESIDENTIAL										
DR# 08	7 OF 20	74+46.35	RT	GRAVEL	20	20	12	63	-2.00	2.00	4.72	2.00	5.00	24.39	RESIDENTIAL										
DR# 09	7 OF 20	75+15.04	LT	GRAVEL	20	20	23	106	-2.00	2.00	3.72	2.00	5.00	24.60	RESIDENTIAL										
DR# 10	8 OF 20	89+74.65	RT	ASPHALT	20	20	15	97	-2.00	-9.75	-	24.34	16.24	-	RESIDENTIAL	89+84.63	41.22	612.40	89+44.95	47.48	611.66	1-24" CMP	1-24" x 40 LF RCP		
DR# 11	8 OF 20	90+29.98	LT	GRAVEL	20	20	13	87	-2.00	-9.25	-	5.00	41.32	-	RESIDENTIAL	90+46.48	-44.72	610.16	90+14.92	-49.19	609.37	1-24" CMP	1-24" x 32 LF RCP		
DR# 12	8 OF 20	92+57.67	LT	GRAVEL	20	20	12	81	-2.00	1.61	-6.66	5.68	11.77	11.52	RESIDENTIAL	92+72.51	-39.45	615.44	92+42.51	-39.45	614.72	1-24" CMP	1-24" x 20 LF RCP		
DR# 13	8 OF 20	93+14.42	LT	GRAVEL	20	20	12	70	-2.00	1.14	-6.56	6.00	13.00	8.52	RESIDENTIAL	93+30.59	-39.45	617.10	93+00.59	-39.45	616.18	1-24" CMP	1-24" x 20 LF RCP		
DR# 14	9 OF 20	94+83.55	LT	GRAVEL	20	20	12	56	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL	94+88.52	-39.45	623.44	94+68.52	-39.45	621.74	N/A	1-24" x 30 LF RCP		
DR# 15	9 OF 20	97+00.00	LT	GRAVEL	20	20	12	64	-2.00	2.00	-4.27	2.00	15.45	16.76	RESIDENTIAL	97+13.24	-39.47	630.71	96+83.12	-39.48	629.64	N/A	1-24" x 30 LF RCP		
DR# 16	9 OF 20	99+20.09	LT	GRAVEL	20	20	20	99	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL	99+36.23	-39.47	636.32	98+98.08	-39.45	635.86	N/A	1-24" x 38 LF RCP		
DR# 17	10 OF 20	107+36.22	RT	GRAVEL/DIRT	20	20	12	78	-2.00	4.63	-4.57	4.00	15.31	19.22	RESIDENTIAL	107+24.09	39.05	634.15	107+56.09	39.05	633.45	1-24" CMP	1-24" x 32 LF RCP		
DR# 18	11 OF 20	117+06.07	LT	GRAVEL	50	50	15	253	-2.00	2.00	6.47	2.00	5.00	10.88	RESIDENTIAL	116+72.87	-39.45	618.87	117+36.87	-39.45	618.15	N/A	1-24" x 64 LF RCP		
DR# 19	12 OF 20	137+37.59	RT	GRAVEL/DIRT	20	20	12	71	-2.00	5.81	-2.94	4.00	11.88	22.21	RESIDENTIAL	137+54.38	39.07	604.10	137+24.38	39.07	603.78	1-24" CMP	1-24" x 30 LF RCP		
DR# 20	13 OF 20	144+20.19	RT	DIRT	20	20	17	125	-2.00	-0.09	-	2.00	39.86	-	RESIDENTIAL	144+61.45	39.07	611.63	144+13.44	39.07	609.75	1-18" CMP	1-18" x 48 LF RCP		
DR# 21	14 OF 20	151+84.29	LT	DIRT	20	20	20	41	-1.90	-9.95	-	19.68	41.07	-	RESIDENTIAL	152+06.07	-39.43	623.28	151+70.09	-39.43	623.10	N/A	1-24" x 36 LF RCP		
DR# 22	14 OF 20	158+61.60	LT	GRAVEL	20	20	13	85	-2.00	2.00	-6.06	2.00	15.45	31.35	RESIDENTIAL	158+44.36	39.43	624.08	158+74.36	39.43	623.93	N/A	1-24" x 30 LF RCP		
DR# 23	15 OF 20	166+59.31	LT	GRAVEL	20	20	19	103	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL	166+77.22	-39.40	629.83	166+39.38	-39.41	629.94	1-24" CMP	1-24" x 38 LF RCP		
DR# 24	15 OF 20	170+13.94	LT	GRAVEL	20	20	13	76	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL	170+29.33	-39.43	638.45	169+97.33	-39.43	637.66	1-24" CMP	1-24" x 32 LF RCP		
DR# 25	16 OF 20	175+22.31	LT	ASPHALT	20	20	20	106	-2.00	2.00	-4.88	2.00	11.14	25.47	RESIDENTIAL	175+36.59	-39.43	650.10	174+98.59	-39.43	649.18	N/A	1-24" x 38 LF RCP		
DR# 26	16 OF 20	178+16.84	LT	GRAVEL	20	20	16	103	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	RESIDENTIAL	178+31.73	-39.43	656.65	177+97.73	-39.43	656.39	N/A	1-24" x 34 LF RCP		
DR# 27	19 OF 20	205+35.14	RT	GRAVEL	20	20	12	67	-2.00	5.59	-4.00	4.00	12.54	21.46	RESIDENTIAL	205+49.48	39.19	643.83	205+19.66	39.55	643.73	1-24" CMP	1-24" x 30 LF RCP		

*** SEE EXPLANATION OF CROSS SLOPES ON HORIZONTAL AND VERTICAL CONTROL DATA SHEET

** ALL DRIVEWAYS PROPOSED CONCRETE SURFACE

*** ALL STATION & OFFSET INFORMATION BASED ON ACCESS-101 ALIGNMENT

DR# 021 L1 = 4', L2 = 12', L3 = 6.2', L4 = 15.7' | G1 = -3.30%, G2 = 6.70%, G3 = -3.30%, G4 = -10.00%

DR# 141 L1 = 2', L2 = 5.5', L3 = 9.7', L4 = 10.9' | G1 = -2.00%, G2 = 2.00%, G3 = -3.74%, G4 = -13.10%

DR# 161 L1 = 2', L2 = 2', L3 = 13.48', L4 = 18.65' | G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -2.02%

DR# 231 L1 = 2', L2 = 2', L3 = 13.41', L4 = 22.91' | G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = 2.70%

DR# 241 L1 = 2', L2 = 2', L3 = 13.43', L4 = 21.59' | G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -0.64%

DR# 261 L1 = 2', L2 = 2', L3 = 13.43', L4 = 30.95' | G1 = -2.00%, G2 = 2.00%, G3 = 5.00%, G4 = -4.34%

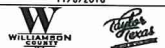
CROSS STREET NAME	CENTERLINE STATION	WIDTH	LENGTH	RADIUS	AREA	GRADE	HMAC	PRIME COAT	FL DS	SUBGRADE	SUMMARY OF INTERSECTIONS																				
											EXIST. PIPE										CULVERT UPSTREAM				CULVERT DOWNSTREAM						
																					PIPE LENGTH (FT)	TYPE OF PIPE	NO. OF BARRELS	PIPE SIZE (IN)	S. F. T. SIDE SLOPE	STATION (CL)			STATION (CL)		
											FT	L1 (FT)	L2 (FT)	R1 (FT)	R2 (FT)	SY	G1 (X)	G2 (X)	TON	GAL	CY	SY						STATION (CL)	OFFSET (FT)	ELEV. (FT)	STATION (CL)
ACCESS 101	25+15.61	LT	22	SEE P&P SHEET	2004	SEE P&P SHEET	490	431	875	2342	-	62	RCP	1	24	611	25+48.41	-50.06	643.40	24+88.55	-46.74	643.22									
CR 395	53+90.19	RT	19	20	51.43	50	1	287	-2.00	-3.01	61	61	123	330	1	-	-	-	-	-	-	-	-	-	-						
CR 369	119+21.73	RT	22	5	33	50	50	199	-2.00	-5.07	47	41	84	224	-	-	-	-	-	-	-	-	-	-	-						
CR 160	126+64.43	LT	20	SEE P&P SHEET	671	SEE P&P SHEET	163	145	296	795	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
CR 394	184+60.77	LT	26	5	44.68	50	260	-1.20	1.37	62	54	109	290	1	-	-	611	184+23.55	-39.43	646.15	184+97.58	-39.44	644.60								
CR 368	184+60.77	RT	22	2	49.11	50	242	-2.40	1.23	58	51	102	213	-	-	-	611	184+27.58	37.91	647.04	184+99.53	39.07	643.91								

PRELIMINARY 90%

SUBMITTED FOR INTERIM REVIEW
Under the authority of:

GRETCHEN ZUVANICH, PE No. 113415
DATE: 11/8/2016, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

11/8/2016

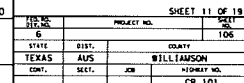
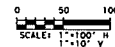


BCEE, Inc.
7000 North Mepps, Suite 330, Austin, TX 78731
Tel: 512.479.0400 • www.bceeinc.com
TSP# Registration No. F-1048

CR 101

DRIVEWAY AND INTERSECTION DETAILS

SHEET 1 OF 2			
DATE:	PROJECT NO.:	SHEET NO. 127	
STATE:	DIST.:	COUNTY:	
TEXAS	AUS	WILLIAMSON	
CONTR.:	SECT.:	JOB:	WIDENING NO.:
			CR 101



1/8/2016 2:06:22 PM pdf.plt.cfq

EXHIBIT "C"

Parcel 24

DEED

County Road 101 Road 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 INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KARI RAESZ and SHAUN RAESZ, 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 0.056 acre (2433 Sq. Ft.) tract of land in the Patrick O'Dougherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

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 101, 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 _____, 201 ____.

[signature page follows]

GRANTOR:

Kari Raesz

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
201____ by Kari Raesz, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Shaun Raesz

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
201____ by Shaun Raesz, 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:

UTILITY EASEMENT**THE STATE OF TEXAS**

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

That MAGNOLIA HOSPITALITY MANAGEMENT CO., LLC dba AR TEXAS MANAGEMENT COMPANY, LLC, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 74.18 acres of land, more or less, in Williamson County, Texas, as described on instrument recorded in Volume/Document No 2015056154, Official Property Records of Williamson County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signature page follows]

WITNESS my hand this _____ day of _____, 20_____.

GRANTOR:

Magnolia Hospitality Management Co., LLC
dba AR Texas Management Company, LLC

By: _____

By: _____
(Printed General Partner or Manager Name)

(Signature)

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 201_____.

Notary Public in and for
The State of _____

Please Return to: