

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 1S

THIS REAL ESTATE CONTRACT ("Contract") is made by MARK KAISER and GRANT KAISER a/k/a David Grant Kaiser (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 those certain two tracts of land comprising 2.883 acres in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1S**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED FIFTY ONE THOUSAND TWO HUNDRED FORTY SIX and 00/100 Dollars (\$751,246.00).

The parties have previously entered into that certain Possession and Use Agreement recorded in Document No. 2016003554 of the Real Property Records of Williamson County, Texas, wherein as part of its terms Purchaser paid Seller the amount of \$585,774.00, and which amount was specifically to be credited against any final Purchase Price or Judgment. As a result, the final portion of the Purchase Price now due and owing from Purchaser is **ONE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED SEVENTY TWO AND 00/100 Dollars (\$165,472.00)**

Special Provisions

2.02. 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 one asphalt (ACP) material driveway connection between the proposed County Road 110 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the CR 110 Phase I construction project, and shall be constructed at approximately Sta. 102+00RT and according to the design and specifications as additionally shown in Exhibit "B" attached hereto and incorporated herein, unless alternatives are agreed to between Seller and Purchaser prior to the commencement of construction. Upon request Seller agrees to provide Purchaser any necessary temporary right of access to the remaining property which is required to carry out the obligations of this paragraph.

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense two (2) driveway connections of up to thirty (30) feet in width with twenty five (25) foot radii between the proposed CR110 roadway improvements and the remaining property of Seller and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The centerline of the driveways permitted herein shall be located at approximately Station 113+00RT and Station 116+00RT of the proposed CR 110 roadway improvements (as identified on Exhibit "D" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. The parties agree that construction of the commercial driveways permitted herein shall be in replacement of any existing driveway to the property of Seller which would no longer be in compliance with any applicable spacing requirements, and any such existing driveway structures shall be abandoned and removed by Seller upon construction of the driveways permitted herein. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of the driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before February 20th, 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.

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:

Mark Kaiser
Mark Kaiser

Date: 11-5-16

Address: 2317 Goldberry Ln
Davis, CA 95616

Grant Kaiser a/k/a
David Grant Kaiser

Date: _____

Address: _____

SELLER:

Mark Kaiser

Date: _____

Address: _____

Grant Kaiser

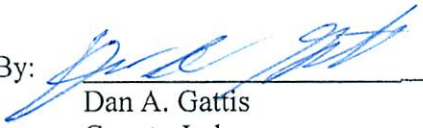
Grant Kaiser a/k/a
David Grant Kaiser

Date: 2-2-2017

Address: 2215 westgate Dr.
Houston, Tx 77019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 02-15-2017

GA

EXHIBIT A

County: Williamson
Parcel No.: 1S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 1S

DESCRIPTION OF A 2.883 ACRE (125,568 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 38.673 ACRE TRACT OF LAND BELONGING TO GRANT AND MARK KAISER, AS DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2011065991 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 2.883 ACRE (125,568 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 Texas Department of Transportation (TxDOT) Type II monument found 189.90 feet right of Engineer's Centerline Station (E.C.S.) 99+93.30, on the existing north right-of-way line of U.S. Highway 79 (a variable width right-of-way), TxDOT Strip Map, CSJ # 0204-01-052 & 0204-01-059 (unknown date), as conveyed to the State of Texas and recorded in Volume 304, Page 43 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the south line of said 38.673 acre tract, same being the beginning of a curve;

THENCE, with the existing north right-of-way line of said U.S. Highway 79 and the south line of said 38.673 acre tract, being a curve to the right, an arc distance of 45.90 feet, through a central angle of 02°20'41", having a radius of 7,629.71 feet, and a chord that bears S 75°48'03" W, a distance of 45.90 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 144.06 feet right of E.C.S. 99+92.53, said point being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N:10168546.21, E:3156830.60) of the parcel described herein, same being the beginning of a curve;

- 1) **THENCE**, with the existing north right-of-way line of said U.S. Highway 79 and the south line of said 38.673 acre tract, being a curve to the right, an arc distance of 144.14 feet, through a central angle of 01°04'57", having a radius of 7,629.71 feet, and a chord that bears S 76°32'50" W, a distance of 144.14 feet to a TxDOT Type II concrete monument found 0.08 feet left of E.C.S. 99+99.62;
- 2) **THENCE** N 52°28'52" W, with the existing north right-of-way line of said U.S. Highway 79 and the southwest line of said 38.673 acre tract, a distance of 64.04 feet to a TxDOT Type II concrete monument found 40.97 feet left of E.C.S. 100+41.02, said point being on the east right-of-way line of CR 110, (no record information found), same being the south corner of said 38.673 acre tract;

THENCE, with the existing east right-of-way line of said CR 110 and the west line of said 38.673 acre tract, the following three (3) courses and distances, numbered 3 through 5:

- 3) N 02°13'00" W, a distance of 335.22 feet to a 1/2" iron rod found 1.20 feet left of E.C.S. 103+71.67,
- 4) N 01°41'55" W, a distance of 574.94 feet to a 1/2" iron rod found 7.52 feet right of E.C.S. 109+46.62, and

- 5) N 03°12'37" W, a distance of 812.51 feet to a concrete monument found 2.25 feet left of E.C.S. 117+59.04, said point being the northwest corner of said 38.673 acre tract, same being the southwest corner of a called 79.47 acre tract of land described as Tract 3 in a deed to Siena Kyle Commercial, LP. and recorded in Document No. 2008000334, O.P.R.W.C.TX., from which a 1/2" iron rod found 1.56 feet left of E.C.S. 117+59.14, bears N 80°11'24" E, a distance of 0.70 feet, for a **POINT OF REFERENCE**;
- 6) **THENCE** N 87°24'05" E, with the common line of said 38.673 acre tract and 79.47 acre tract, a distance of 70.26 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 117+58.61, said point being on the proposed east right-of-way line of CR 110;
- THENCE**, over and across said 38.673 acre tract, with the proposed east right-of-way line of CR 110, the following five (5) courses and distances numbered 7 through 11:
- 7) S 02°56'12" E, a distance of 372.02 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 113+86.74, for the centerline PT, and the beginning of a curve,
- 8) Being a curve to right, an arc distance of 169.97 feet, through a central angle of 00°58'02", having a radius of 10,068.00 feet, and a chord that bears S 02°27'40" E, a distance of 169.97 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 112+17.92, for the centerline PC,
- 9) S 01°58'39" E, a distance of 660.44 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 105+57.48, for the centerline PT, and the beginning of a curve,
- 10) Being a curve to right, an arc distance of 477.19 feet, through a central angle of 09°46'30", having a radius of 2,797.00 feet, and a chord that bears S 06°51'54" E, a distance of 476.61 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 100+68.69, and

11) S 58°33'23" E, a distance of 105.66 feet to the **POINT OF BEGINNING**, and containing 2.883 acres (125,568 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

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§
§

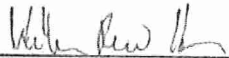
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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 21st day of October, 2015.

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



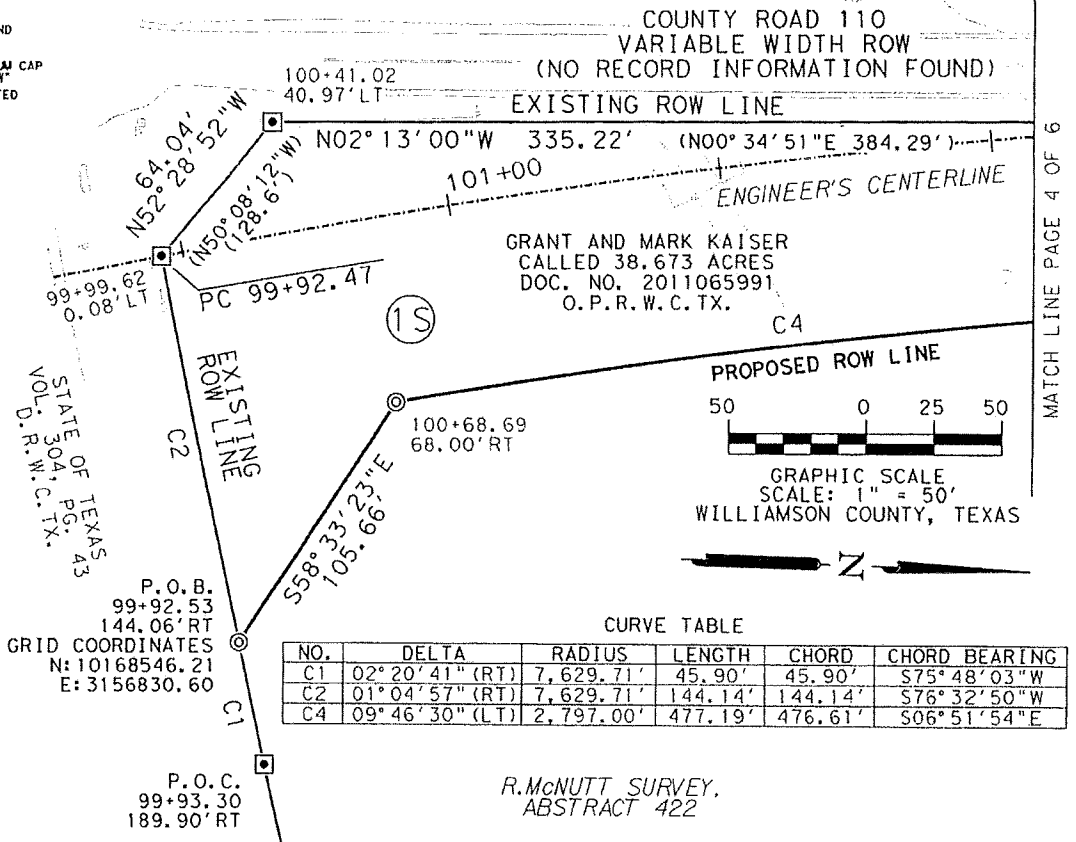
gk

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

U.S. HIGHWAY 79
VARIABLE WIDTH R.O.W.
CSJ. NO. 0204-01-059
& 0204-01-052
(UNKNOWN DATE)

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 102+75.90
N 10, 170, 009, 143
E 3, 157, 004, 131
Δ = 11°17'58" (RT)
D = 01°59'59"
T = 283.43'
L = 565.01'
R = 2,865.00'
P.C. Sta 99+92.47
P.T. Sta 105+57.48



TIME: 11:12:03 PM
DATE: 10/20/2015
FILE: J:\1014035067\100\Survey\06Plots\Parcel 15a.dgn

PAGE 3 OF 6
REF. FIELD NOTE NO. 17975

EXISTING 38.673 AC. ACQUIRE 2.883 AC. REMAINING 35.790 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

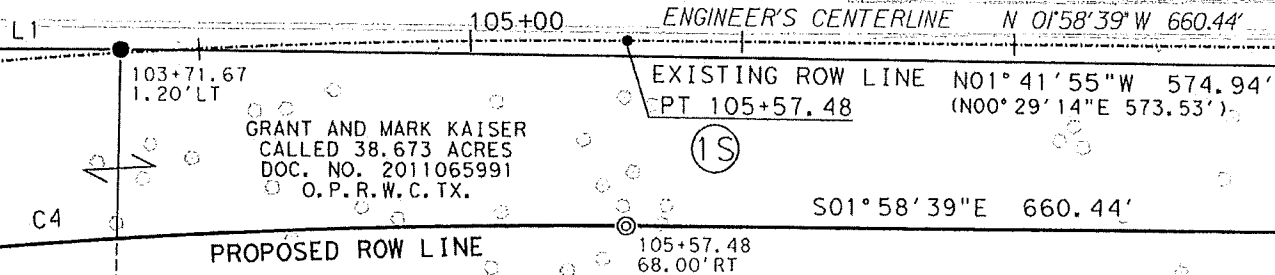
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6w

MATCH LINE PAGE 3 OF 6

MATCH LINE PAGE 5 OF 6

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

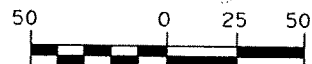


LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N02°13'00"W	335.22'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	09°46'30" (LT)	2,797.00'	477.19'	476.61'	S06°51'54"E



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 102+75.90
N 10,170,009.143
E 3,157,004.131
Δ = 11°17'58" (RT)
D = 01°59'59"
T = 283.43'
L = 565.01'
R = 2,865.00'
P.C. Sta 99+92.47
P.T. Sta 105+57.48

R. McNUTT SURVEY,
ABSTRACT 422

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PAGE 4 OF 6
REF. FIELD NOTE NO. 17975

EXISTING	38.673 AC.	ACQUIRE	2.883 AC.	REMAINING	35.790 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

64

MATCH LINE PAGE 4 OF 6

MATCH LINE PAGE 6 OF 6

COUNTY ROAD 110 VARIABLE WIDTH ROW (NO RECORD INFORMATION FOUND)

N 01°58'39"W 660.44'
ENGINEER'S CENTERLINE

PC 112+17.92

110+00

N01°41'55"W 574.94'
(N00°29'14"E 573.53')

109+46.62
7.52' RT

N03°12'37"W 812.51'
(N00°33'50" 812.91')

EXISTING
ROW LINE

S01°58'39"E 660.44'

PROPOSED ROW LINE

112+17.92
68.00' RT

C3

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°58'02" (RT)	10,068.00'	169.97'	169.97'	S02°27'40"E



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

R. McNUTT SURVEY,
ABSTRACT 422

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 113+02.33
N 10,171,036.805
E 3,156,968.649
Δ = 00°58'02" (LT)
D = 00°34'23"
T = 84.41'
L = 168.82'
R = 10,000.00'
P.C. Sta 112+17.92
P.T. Sta 113+86.74

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PAGE 5 OF 6
REF. FIELD NOTE NO. 17975

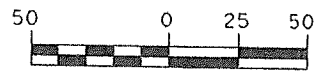
EXISTING	38.673 AC.	ACQUIRE	2.883 AC.	REMAINING	35.790 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064900

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

GC



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

PT 113+86.74

115+00

EXISTING ROW LINE

DETAIL "A"

N03°12'37"W 812.51'
(N00°33'50"W 812.91')

ENGINEER'S CENTERLINE N 02°56'41"W 1,308.89'

GRANT AND MARK KAISER
CALLED 38.673 ACRES
DOC. NO. 2011065991
O.P.R.W.C. TX.

(1S)

C3

113+86.74
68.00' RT

S02°56'12"E 372.02'

PROPOSED ROW LINE

117+58.61
68.00' RT

(N90°00'00"E)
(755.11')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°58'02" (RT)	10,068.00'	169.97'	169.97'	S02°27'40"E

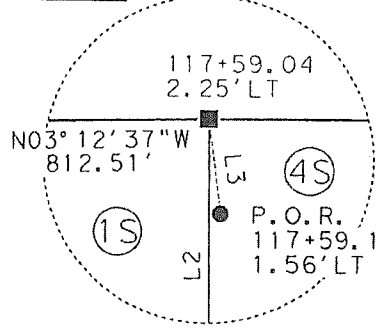
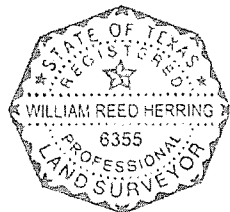
DETAIL "A"

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 113+02.33
N 10,171,036.805
E 3,156,968.649
Δ = 00°58'02" (LT)
D = 00°58'23"
T = 84.41'
L = 168.82'
R = 10,000.00'
P.C. Sta 112+17.92
P.T. Sta 113+86.74

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N87°24'05"E	70.26'
L3	N80°11'24"E	0.70'

R. McNUTT SURVEY,
ABSTRACT 422



NOT TO SCALE

STENA KYLE COMMERCIAL, LP
CALLED 79.47 ACRES
TRACT 3 OF
DOC. NO. 2008000334
O.P.R.W.C. TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE, AND MAY BE CONVERTED TO GRID BY MULTIPLYING 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. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANHENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 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.

TIME: 11:08:02 PM
DATE: 10/20/2015
FILE: J:\1014035067\100\Survey\06Plots\Parcel 15d.dgn

PAGE 6 OF 6
REF. FIELD NOTE NO. 17975

EXISTING	38.673 AC.	ACQUIRE	2.883 AC.	REMAINING	35.790 AC. RIGHT
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William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/21/2015
DATE



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

60

EXHIBIT "B"

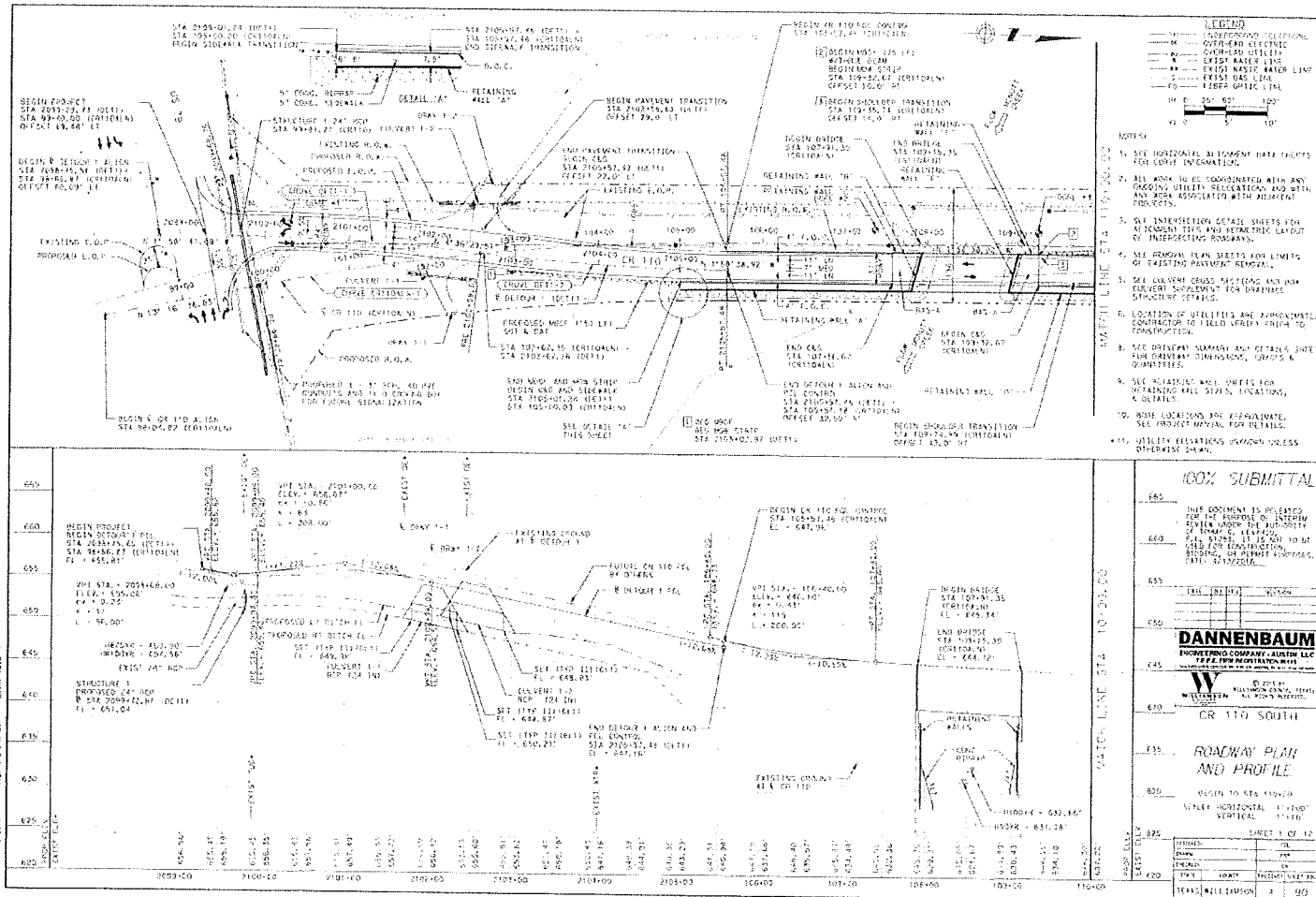


EXHIBIT "C"

Parcel 1S

DEED

County Road 110 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 MARK KAISER and GRANT KAISER a/k/a David Grant Kaiser, 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 those certain two tracts of land comprising 2.883 acres in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1S)

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 110, 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 _____, 2016.

[signature pages follow]

GRANTOR:

Mark Kaiser

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

Notary Public, State of Texas

GR

GRANTOR:

Grant Kaiser a/k/a
David Grant Kaiser

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Grant Kaiser a/k/a David Grant Kaiser, 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:

Files: sm\bus\4670201\supplemental\document\17transportforign4662-0108eigsmo.ncml.cores.v4670202
SATC: 4/13/2016 TUE 9:51:46 AM JSTCJL (remote)

