

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by TRIBAR, a Texas general partnership (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 tracts of land being more fully described by metes and bounds in Exhibits "A" and "B", attached hereto and incorporated herein; 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 Exhibits "A" and "B" 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 Exhibits "A" and "B", 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 ONE HUNDRED NINETY THREE THOUSAND and 00/100 Dollars (\$193,000.00).

Special Provisions

2.02. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees to enter into a license agreement with Seller to provide for Seller's access across the Property until Purchaser is ready to construct a roadway on the Property.

Payment of Purchase Price

2.03. 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 Independence Title, 101 Jonathan Drive, #2, Liberty Hill, Texas 78642 on or before April 14, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A" and "B", free and clear of any and all liens and restrictions by, through, or under Grantor, but not otherwise, 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 of Exhibit "C", attached hereto.

(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

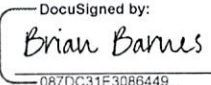
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

SELLER:

TRIBAR,
a general Texas Partnership

By: 
087DC31E3086449, its
Brian Barnes

Address: 8103B BAYWOOD
DR AUSTIN, TX
78759

Date: _____

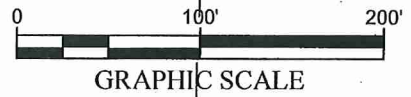
PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis, County Judge

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

Date: 08-19-2017



B. MANLOVE SURVEY
ABSTRACT 417

TRIBAR, A TEXAS PARTNERSHIP
170.84 ACRE TRACT
VOLUME 2519, PAGE 646
DEED RECORDS, TEXAS
WILLIAMSON COUNTY, TEXAS

SAN GABRIEL OAKS
TRACT 11 (PART)
UNRECORDED SUBDIVISION
WILLIAMSON COUNTY, TEXAS

MATCH LINE SHEET 1
MATCH LINE SHEET 2

N66°42'00"E 288.72'

RESERVE "A"
(1.27 ACRES)

S66°42'00"W 316.71'

N76°55'34"E 203.77'

C2

C1

P.O.C.

P.O.B. RESERVE "A"

COUNTY ROAD 25
(120' RIGHT-OF-WAY)

EXHIBIT

A

RESERVE PARCEL EXHIBIT

LEGEND



IRON ROD FOUND
CALCULATED POINT



**HAYNIE
CONSULTING, INC.**

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER: 764-16-01

JOB DATE: 2016-10-27

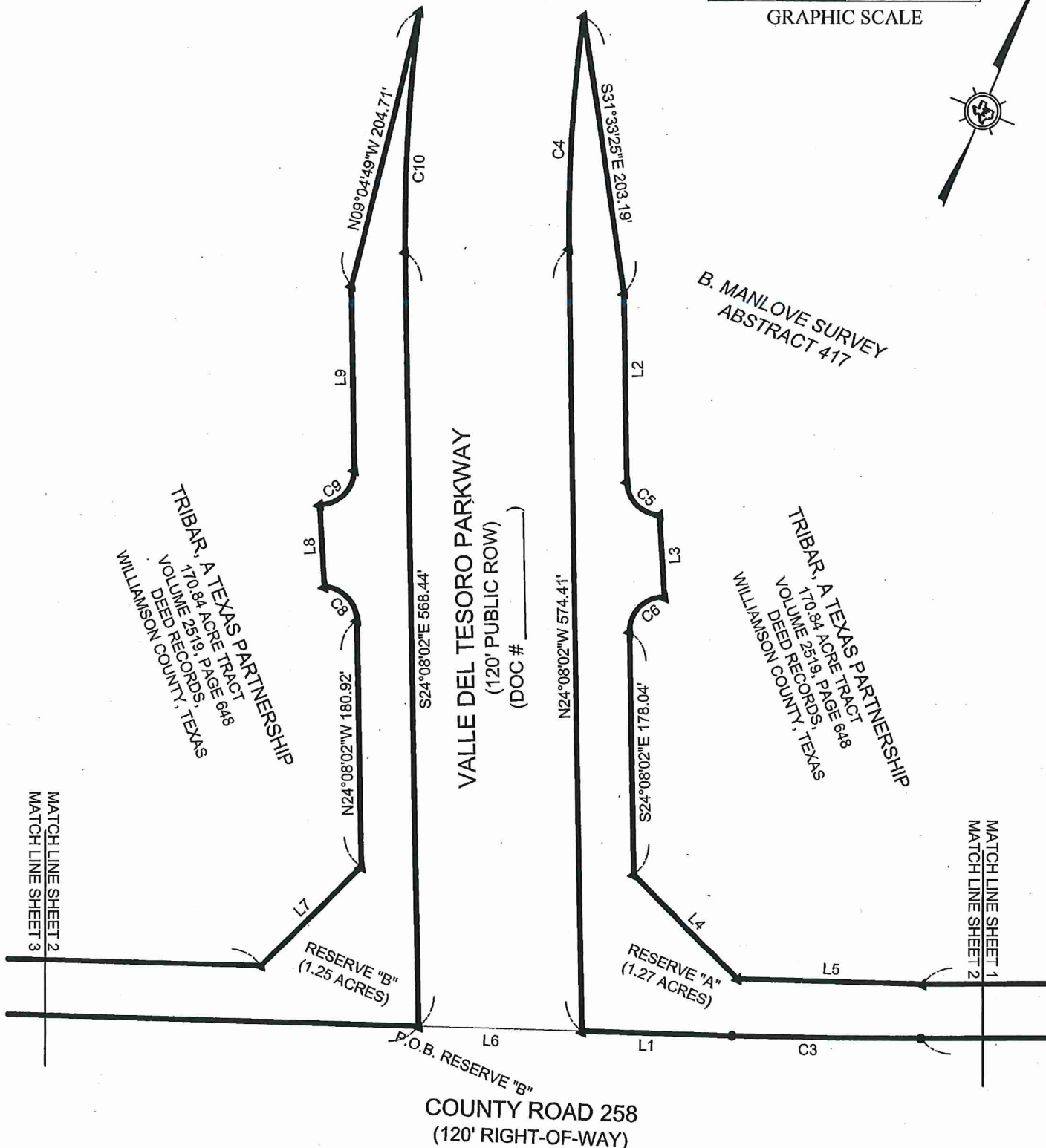
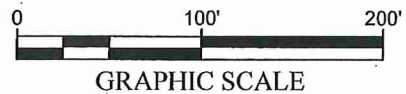
SCALE: 1" = 100'

TECH: J. WARREN

CHECKED BY: B. JONES

SHEET:

1 OF 6



LEGEND

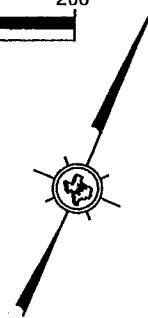
- IRON ROD FOUND
- ▲ CALCULATED POINT



HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
 1010 Provident Lane
 Round Rock, Texas 78664-3276
 Ph: 512-837-2446 Fax: 512-837-9463
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SCALE:	1" = 100'
TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	2 OF 6



TRIBAR, A TEXAS PARTNERSHIP
170.84 ACRE TRACT
VOLUME 2519, PAGE 648
WILLAMSON COUNTY, TEXAS

MATCH LINE SHEET 2
MATCH LINE SHEET 3



JOB NUMBER:	764-16-01
JOB DATE:	2016-10-27
SCALE:	1" = 100'
TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	3 OF 6

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	002°06'21"	3950.54'	145.19'	S63°07'32"W	145.18'
C2	002°31'38"	3950.54'	174.25'	S65°26'32"W	174.24'
C3	001°12'35"	6591.64'	139.18'	S67°43'12"W	139.17'
C4	009°22'21"	1030.00'	168.49'	N19°26'52"W	168.30'
C5	087°09'02"	25.00'	38.03'	S67°42'33"E	34.47'
C6	092°50'58"	25.00'	40.51'	S22°17'27"W	36.22'
C8	087°09'02"	25.00'	38.03'	N67°42'33"W	34.47'
C9	092°50'58"	25.00'	40.51'	N22°17'27"E	36.22'
C10	008°40'38"	1150.00'	174.16'	S19°47'37"E	174.00'

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S68°42'57"W	110.11'
L2	S24°08'02"E	137.40'
L3	S26°29'54"E	60.25'
L4	S67°45'56"E	108.57'
L5	N68°36'09"E	136.55'
L6	S68°42'57"W	120.15'
L7	N22°14'04"E	103.50'
L8	N26°29'54"W	60.25'
L9	N24°08'02"W	134.51'

RESERVE PARCEL EXHIBIT



**HAYNIE
CONSULTING, INC.**

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Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
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SCALE: 1" = 100'

TECH: J. WARREN

CHECKED BY: B. JONES

SHEET:

4 OF 6

LEGAL DESCRIPTION:

BEING TWO (2) RESERVE PARCELS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS. SAID RESERVE PARCELS BEING A PART OF A CALLED 170.84 ACRES OF LAND DESCRIBED IN A DEED TO TRIBAR, A TEXAS PARTNERSHIP AS RECORDED IN VOLUME 2519, PAGE 648, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. SAID TWO (2) RESERVE PARCELS TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RESERVE "A" (1.27 ACRES)

COMMENCING AT A $\frac{1}{2}$ " IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 258, AT THE SOUTHWEST CORNER OF SAN GABRIEL OAKS, TRACT 11 (PART), UNRECORDED SUBDIVISION, WILLIAMSON COUNTY, TEXAS AND BEING THE SOUTHEAST CORNER OF SAID TRIBAR TRACT AND THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3950.54 FEET, ARC LENGTH OF 145.19 FEET, A CHORD OF SOUTH 63°07'32" WEST, A DISTANCE OF 145.18 FEET TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED RESERVE "A";

THENCE ALONG SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID TRIBAR TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) CONTINUING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3950.54 FEET, ARC LENGTH OF 174.25 FEET, A CHORD OF SOUTH 65°26'32" WEST, A DISTANCE OF 174.24 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND FOR A POINT OF TANGENCY;
- 2) SOUTH 66°42'00" WEST, A DISTANCE OF 316.71 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND, BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 3) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 6591.64 FEET, ARC LENGTH OF 139.18 FEET, A CHORD OF SOUTH 67°43'12" WEST, A DISTANCE OF 139.17 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND, BEING THE POINT OF TANGENCY;
- 4) SOUTH 68°42'57" WEST, A DISTANCE OF 110.11 FEET TO A CALCULATED POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED RESERVE "A";

THENCE THROUGH SAID TRIBAR TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) NORTH 24°08'02" WEST, A DISTANCE OF 574.41 FEET TO A CALCULATED POINT FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 168.49 FEET, A CHORD OF NORTH 19°26'52" EAST, A DISTANCE OF 168.30 FEET TO A CALCULATED POINT BEING A POINT OF TANGENCY AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED RESERVE "A";
- 3) SOUTH 31°33'25" EAST, A DISTANCE OF 203.19 FEET TO A CALCULATED POINT;
- 4) SOUTH 24°08'02" EAST, A DISTANCE OF 137.40 FEET TO A CALCULATED POINT FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 5) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.03 FEET, A CHORD OF SOUTH 67°42'33" EAST, A DISTANCE OF 34.47 FEET TO A CALCULATED POINT BEING A POINT OF TANGENCY;
- 6) SOUTH 26°29'54" EAST, A DISTANCE OF 60.25 FEET TO A CALCULATED POINT FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 7) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.51 FEET, A CHORD OF SOUTH 22°17'27" WEST, A DISTANCE OF 36.22 FEET TO A CALCULATED POINT BEING A POINT OF TANGENCY;
- 8) SOUTH 24°08'02" EAST, A DISTANCE OF 178.04 FEET TO A CALCULATED POINT;
- 9) SOUTH 67°45'56" EAST, A DISTANCE OF 108.57 FEET TO A CALCULATED POINT;
- 10) NORTH 68°36'09" EAST, A DISTANCE OF 136.55 FEET TO A CALCULATED POINT;
- 11) NORTH 66°42'00" EAST, A DISTANCE OF 288.72 FEET TO A CALCULATED POINT;
- 12) NORTH 76°55'34" EAST, A DISTANCE OF 203.77 FEET TO THE POINT OF BEGINNING, CONTAINING 1.27 ACRES OF LAND MORE OR LESS.

RESERVE "B" (1.25 ACRES)

COMMENCING AT A $\frac{1}{2}$ " IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 258, AT THE SOUTHWEST CORNER OF SAN GABRIEL OAKS, TRACT 11 (PART), UNRECORDED SUBDIVISION, WILLIAMSON COUNTY, TEXAS AND BEING THE SOUTHEAST CORNER OF SAID TRIBAR TRACT AND THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID TRIBAR TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3950.54 FEET, ARC LENGTH OF 174.29 FEET, A CHORD OF SOUTH 63°07'32" WEST, A DISTANCE OF 145.18 FEET TO A CALCULATED POINT;
- 2) CONTINUING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3950.54 FEET, ARC LENGTH OF 145.19 FEET, A CHORD OF SOUTH 65°26'32" WEST, A DISTANCE OF 174.24 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND BEING A POINT OF TANGENCY;
- 3) SOUTH 66°42'00" WEST, A DISTANCE OF 316.71 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND, FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 4) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 6591.64 FEET, ARC LENGTH OF 139.18 FEET, A CHORD OF SOUTH 67°43'12" WEST, A DISTANCE OF 139.17 FEET TO A $\frac{1}{2}$ " IRON ROD FOUND, BEING THE POINT OF TANGENCY;
- 5) SOUTH 68°42'57" WEST, A DISTANCE OF 110.11 FEET TO A CALCULATED POINT;
- 6) SOUTH 68°42'57" WEST, A DISTANCE OF 120.15 FEET TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED ROW "B";

CONTINUES ON SHEET 6

RESERVE PARCEL EXHIBIT



**HAYNIE
CONSULTING, INC.**

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1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	764-16-01
JOB DATE:	2016-10-27
SCALE:	1"=100'
TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	5 OF 6

LEGAL DESCRIPTION (CONT. FROM SHEET 5):

THENCE SOUTH 68°42'57" WEST, A DISTANCE OF 741.00 FEET TO A CALCULATED POINT, BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED RESERVE "B";

THENCE THROUGH SAID TRIBAR TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 57°07'54" EAST, A DISTANCE OF 202.43 FEET TO A CALCULATED POINT;
- 2) NORTH 68°36'09" EAST, A DISTANCE OF 425.57 FEET TO A CALCULATED POINT;
- 3) NORTH 22°14'04" EAST, A DISTANCE OF 103.50 FEET TO A CALCULATED POINT;
- 4) NORTH 24°08'02" WEST, A DISTANCE OF 180.92 FEET TO A CALCULATED POINT, FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 5) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.03 FEET, A CHORD OF NORTH 67°42'33" WEST, A DISTANCE OF 34.47 FEET TO A CALCULATED POINT BEING POINT OF TANGENCY;
- 6) NORTH 26°29'54" WEST, A DISTANCE OF 60.25 FEET TO A CALCULATED POINT, FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 7) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.51 FEET, A CHORD OF NORTH 22°17'27" EAST, A DISTANCE OF 36.22 FEET TO A CALCULATED POINT;
- 8) NORTH 24°08'02" WEST, A DISTANCE OF 134.51 FEET TO A CALCULATED POINT;
- 9) NORTH 09°04'49" WEST, A DISTANCE OF 204.71 FEET TO A CALCULATED POINT, FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 10) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET, AN ARC LENGTH OF 174.16 FEET, CHORD OF SOUTH 19°47'37" EAST, A DISTANCE OF 174.00 FEET TO A CALCULATED POINT;
- 11) SOUTH 24°08'02" EAST, A DISTANCE OF 568.44 FEET TO THE POINT OF BEGINNING, CONTAINING 1.25 ACRES OF LAND, MORE OR LESS..

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF TEXAS DOES HEREBY CERTIFY THAT THE TWO (2) RESERVE PARCELS SHOWN HEREON WERE DETERMINED IN THE OFFICE BY CALCULATIONS BASED ON AN ON THE GROUND SURVEY.


TIMOTHY E. HAYNIE

11-15-16
DATE:

TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2380



RESERVE PARCEL EXHIBIT



**HAYNIE
CONSULTING, INC.**

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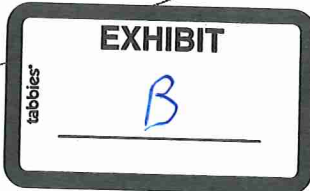
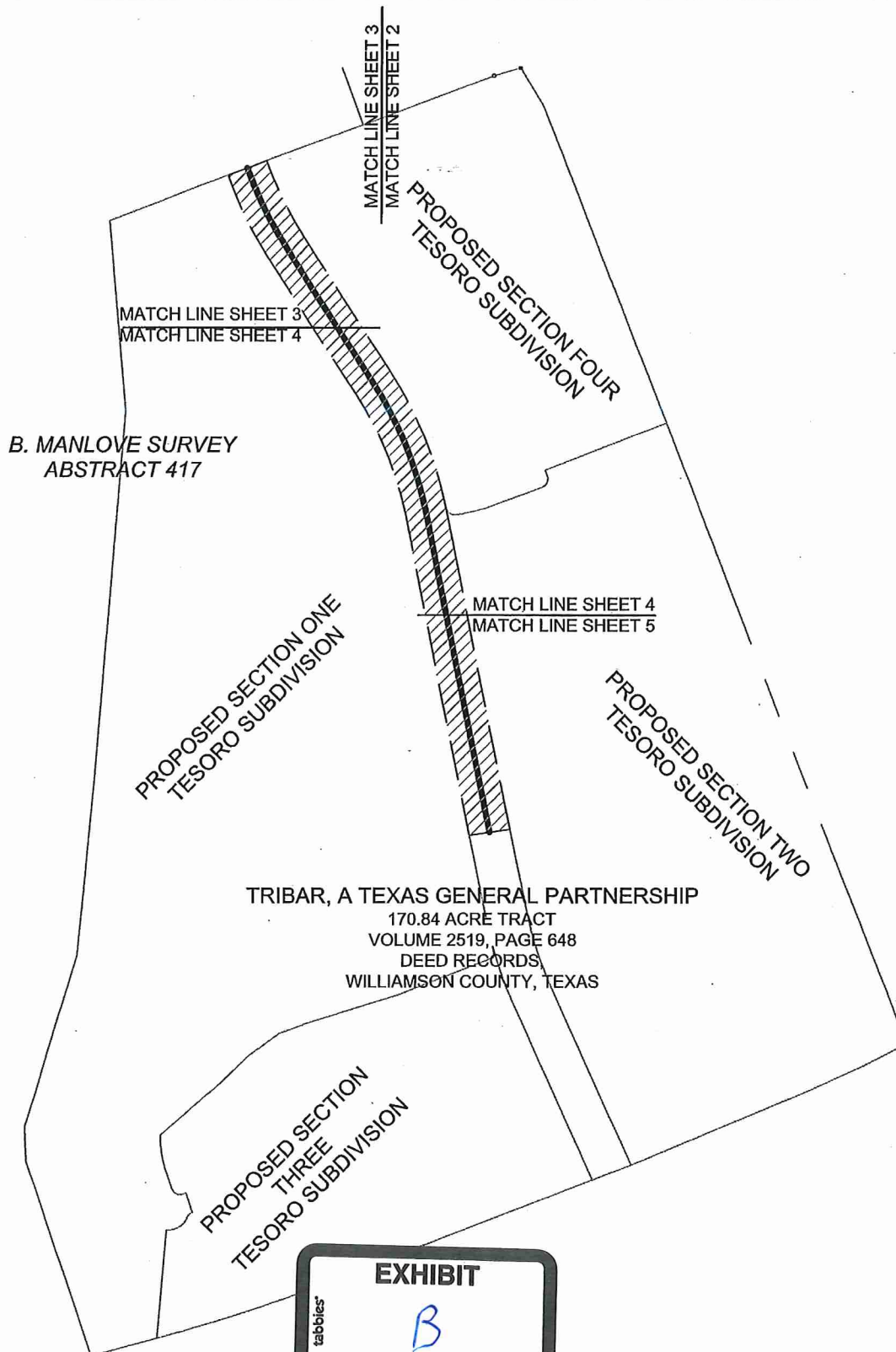
SCALE: 1" = 100'

TECH: J. WARREN

CHECKED BY: B. JONES

SHEET:
6 OF 6

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PARKWAY EXHIBIT

INDEX SHEET
NOT TO SCALE

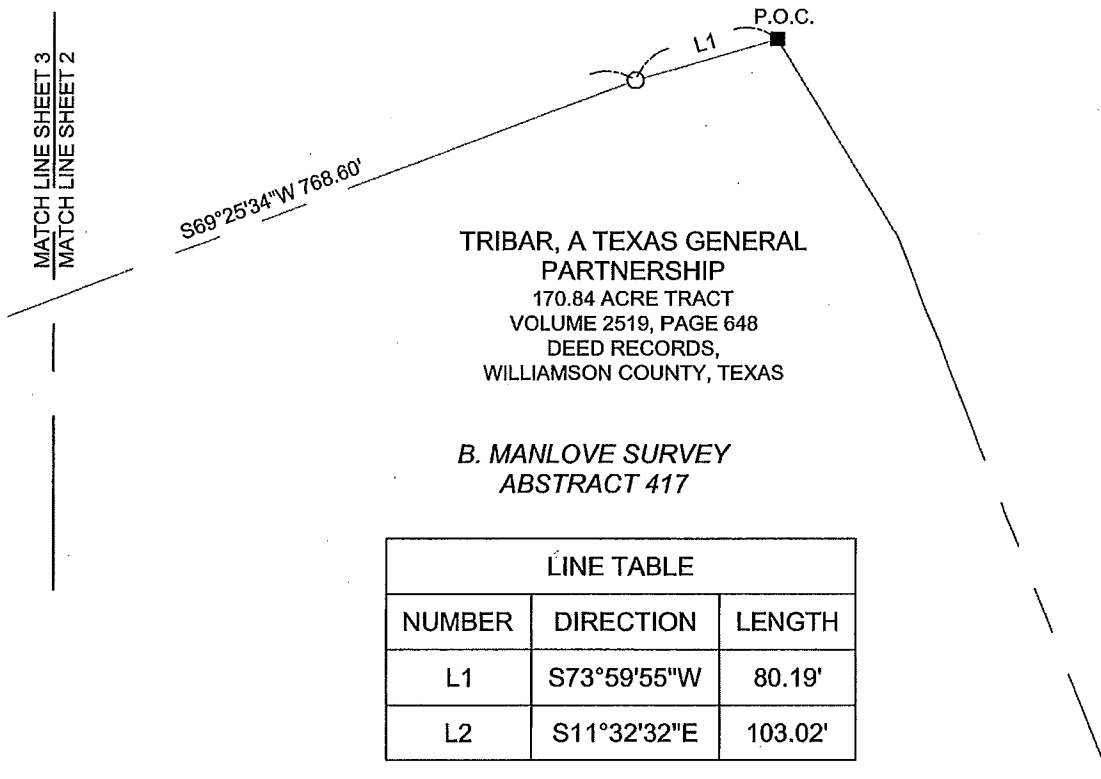


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JOB DATE:	2017-03-17
SCALE:	NOT TO SCALE
TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	1 OF 6

SAN GABRIEL OAKS
UNRECORDED SUBDIVISION
WILLIAMSON COUNTY, TEXAS

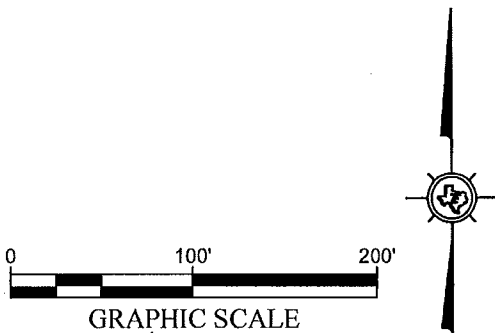


TRIBAR, A TEXAS GENERAL
PARTNERSHIP
170.84 ACRE TRACT
VOLUME 2519, PAGE 648
DEED RECORDS,
WILLIAMSON COUNTY, TEXAS

B. MANLOVE SURVEY
ABSTRACT 417

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S73°59'55\"W	80.19'
L2	S11°32'32\"E	103.02'

- IRON ROD FOUND
- IRON ROD SET
- ▲ CALCULATED POINT
- CONCRETE MONUMENT FOUND



PARKWAY EXHIBIT



**HAYNIE
CONSULTING, INC.**

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER:	764-16-01
JOB DATE:	2017-03-17
SCALE:	1" = 100'
TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	2 OF 6

PARKWAY EXHIBIT

RESUBDIVISION OF LOT 7, WILD
COUNTRY RANCH
DOCUMENT 2015022769
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

MATCH LINE SHEET 3
MATCH LINE SHEET 2

S69°25'34"W 768.60'

P.O.B.

PROPOSED SECTION FOUR
TESORO SUBDIVISION

B. MANLOVE SURVEY
ABSTRACT 417

PROPOSED SECTION ONE
TESORO SUBDIVISION

● IRON ROD FOUND
○ IRON ROD SET
▲ CALCULATED POINT

MATCH LINE SHEET 3
MATCH LINE SHEET 4

0 100' 200'
GRAPHIC SCALE



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TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	3 OF 6

C:\Users\Kampl\AppData\LocalTemp\Acr\Jplisn_11828164-16-01 PARKWAY DEDICATION REMAINDER.dwg Mar 20, 17 3:13 PM

PARKWAY EXHIBIT

MATCH LINE SHEET 3
MATCH LINE SHEET 4

TRIBAR, A TEXAS GENERAL
PARTNERSHIP
170.84 ACRE TRACT
VOLUME 2519, PAGE 648
DEED RECORDS,
WILLIAMSON COUNTY, TEXAS

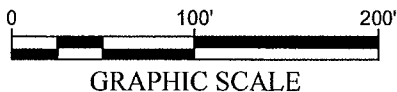
PROPOSED SECTION ONE
TESORO SUBDIVISION

PROPOSED SECTION FOUR
TESORO SUBDIVISION

PROPOSED SECTION TWO
TESORO SUBDIVISION

● IRON ROD FOUND
○ IRON ROD SET
▲ CALCULATED POINT

MATCH LINE SHEET 4
MATCH LINE SHEET 5



**HAYNIE
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TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

JOB NUMBER: 764-16-01

JOB DATE: 2017-03-17

SCALE: 1" = 100'

TECH: J. WARREN

CHECKED BY: B. JONES

SHEET:
4 OF 6

PARKWAY EXHIBIT

MATCH LINE SHEET 4
MATCH LINE SHEET 5

PROPOSED SECTION TWO
TESORO SUBDIVISION

PROPOSED SECTION ONE
TESORO SUBDIVISION

B. MANLOVE SURVEY
ABSTRACT 417

P.O.T.

PROPOSED VALLE DEL
TESORO PARKWAY

● IRON ROD FOUND
○ IRON ROD SET
▲ CALCULATED POINT

0 100' 200'

GRAPHIC SCALE



**HAYNIE
CONSULTING, INC.**

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JOB NUMBER: 784-16-01

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SCALE: 1" = 100'

TECH: J. WARREN

CHECKED BY: B. JONES

SHEET:
5 OF 6

LEGAL DESCRIPTION

BEING A CENTERLINE DESCRIPTION OF 120' WIDE PARKWAY (BEING 60' EAST AND WEST OF SAID CENTERLINE), SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS. SAID 120' WIDE PARKWAY BEING A PART OF A CALLED 170.84 ACRES OF LAND DESCRIBED IN A DEED TO TRIBAR, A TEXAS PARTNERSHIP AS RECORDED IN VOLUME 2519, PAGE 648, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. SAID CENTERLINE OF 120' WIDE PARKWAY TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT BEING A CORNER OF OF THE SAN GABRIEL OAKS, A UNRECORDED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHEAST CORNER OF SAID TRIBAR TRACT;

THENCE ALONG THE MOST NORTHERLY SOUTH LINE OF SAID SAN GABRIEL OAKS SUBDIVISION, THE SOUTH LINE OF RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH, A SUBDIVISION RECORDED IN DOCUMENT NO. 2015022769, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND THE NORTH LINE OF SAID TRIBAR TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 73°59'55" WEST, FOR A DISTANCE OF 80.19 FEET TO IRON ROD SET;
- 2) SOUTH 69°25'34" WEST, FOR A DISTANCE OF 768.60 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARKWAY, ALSO BEING A POINT OF CURVATURE IN A CURVE TO THE LEFT;

THENCE THROUGH SAID TRIBAR TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1090.00 FEET, ARC LENGTH OF 252.01 FEET, A CHORD OF SOUTH 26°33'43" EAST, FOR A DISTANCE OF 251.45 FEET TO A CALCULATED POINT FOR A POINT OF TANGENCY;
- 2) SOUTH 33°11'09" EAST, FOR A DISTANCE OF 468.85 FEET TO A CALCULATED POINT FOR A POINT OF CURVATURE IN A CURVE TO THE RIGHT;
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1090.00 FEET, ARC LENGTH OF 408.37 FEET, A CHORD OF SOUTH 22°46'23" EAST, FOR A DISTANCE OF 405.99 FEET TO A CALCULATED POINT FOR A POINT OF TANGENCY;
- 4) SOUTH 11°32'32" EAST, FOR A DISTANCE OF 103.02 FEET TO A CALCULATED POINT;
- 5) SOUTH 11°30'58" EAST, FOR A DISTANCE OF 854.15 FEET TO A CALCULATED POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE IN THE MOST SOUTHERLY NORTH LINE OF PROPOSED SECTION ONE TESORO SUBDIVISION.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF TEXAS DOES HEREBY CERTIFY THAT THE CENTERLINE OF THE 120' WIDE PARKWAY SHOWN HEREON WAS DETERMINED IN THE OFFICE BY CALCULATIONS BASED ON AN ON THE GROUND SURVEY.

 03-21-17
TIMOTHY E. HAYNIE, DATE:
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2380



PARKWAY EXHIBIT



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CONSULTING, INC.**

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TECH:	J. WARREN
CHECKED BY:	B. JONES
SHEET:	6 OF 6

EXHIBIT C

SPECIAL WARRANTY DEED

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TRIBAR**, a Texas general partnership, 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**, a Texas political subdivision, hereinafter referred to as “Grantee”, 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 Grantee, all of those certain tracts or parcels 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 tracts of land being more fully described by metes and bounds in Exhibits "A" and "B", attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2017.

GRANTOR:

TRIBAR, a Texas general partnership

By: _____
_____, as _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, as _____ of Tribar, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664