

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by KIMBERLY KLEIN and RANDY BEDWELL (referred to in this Contract as "Seller", whether one or more) 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:

Lot 1, Lot 2, and Lot 3, DOS AMIGOS SECTION ONE, according to the map or plat thereof, recorded in Cabinet J, Slide 3, Plat Records, Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein; SAVE AND EXCEPT that certain 0.026 acre tract of land conveyed to Williamson County, Texas in that certain Agreed Judgment in Absence of Objections, Cause No. 10-1745-CC2, Williamson County, Texas, and recorded as Document No. 2011025397, Official Records of Williamson County;

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" and any improvements thereon shall be the sum of NINE HUNDRED FIVE THOUSAND AND FOUR and 00/100 Dollars (\$905,004.00).

#### **Payment of Purchase Price**

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

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction 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;

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 15<sup>th</sup>, 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 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.

(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, as Purchaser's sole and exclusive remedy: (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 in which case this Contract will terminate and neither party shall have further liability to the other.

#### **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.

#### As-Is Conveyance

8.12 SELLER AND PURCHASER AGREE THAT, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT, PURCHASER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR MATTERS SPECIFICALLY SET FORTH IN THIS CONTRACT, PURCHASER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR

INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. PURCHASER FURTHER UNEQUIVOCALLY WAIVES AND DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY PURCHASER ON THE SILENCE OR ANY ALLEGED NON-DISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS CONTRACT. PURCHASER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND PURCHASER CONFIRMS THAT PURCHASER IS HEREBY ASSUMING ALL RISK ASSOCIATED HERewith. PURCHASER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY PURCHASER OTHERWISE MIGHT HAVE. PURCHASER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL BE INCLUDED IN THE DEED TO BE DELIVERED AT CLOSING, SHALL SURVIVE CLOSING AND SHALL NOT MERGE THEREIN.

#### Environmental Study

8.13 Prior to Closing, Purchaser shall be allowed access to the Property to conduct a Phase 1 Environmental Study. Irrespective of any conflicting terms contained in this Contract, Purchaser reserves the right to terminate this Contract with no further liability to Seller if the Phase 1 Environmental Study indicates that, subject to Purchaser's sole determination, there are environmental issues on any portion of the Property.

Purchase of Future Right-of-way

9.1 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

9.2 The portion of the Property herein which is shown in Exhibit "B" is being conveyed to Purchaser under threat of condemnation.

*[signature page follows]*



**SELLER:**

Kimberly Klein  
Kimberly Klein

Randy Bedwell

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

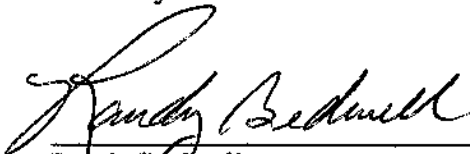
By: Dan A. Gattis  
Dan A. Gattis  
County Judge

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

Date: 06-15-2017

**SELLER:**

\_\_\_\_\_  
Kimberly Klein

  
\_\_\_\_\_  
Randy Bedwell

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

Date: \_\_\_\_\_

# EXHIBIT "A"

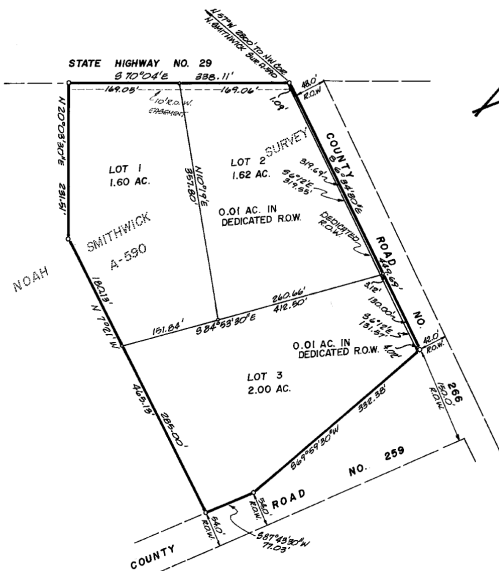
## WILLIAMSON COUNTY CLERK OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8741906

WAS ASSIGNED TO A SUBDIVISION AND

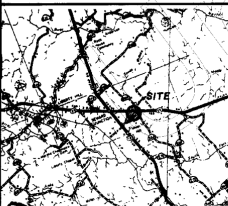
CAN BE FOUND IN THE PLAT RECORDS

IN CABINET J SLIDE(S) 3



NOTES:

- Total Acreage: 5.22
- Number of Acres: 3
- Number of Blocks: 1
- This tract is not located within the Edwards' Aquifer Recharge zone.
- No structure or land on this plat shall be located, altered or have its use changed without first submitting a Certificate of Compliance Application Form to the Williamson County Floodplain Administrator.
- Each lot will be served by an individual septic waste-water system; water will be supplied by Chisholm Trail Water Supply Corporation.
- In order to provide drainage away from a structure, the sink abatement should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least ten feet.



LOCATION MAP

41906  
FILED FOR RECORD  
at 9:55 o'clock A.M.  
NOV 3 1987  
JAMES N. BOYDSTON  
County Clerk, Williamson County, TX

PERMITTEE FIELD NOTES:

SECO 5.22 acres of land situated in the Noah Smithwick Survey, Abstract No. 590, is Williamson County, Texas, said land being a portion of that certain tract being 3.50 acres conveyed by deed to Don A. Flood, as defined by the Flood Hazard Management Administration Flood Hazard Boundary Map, Community Flood Hazard 82077-000A, effective date November 1, 1977.

THENCE, along the West line of County Road No. 259, 6 04' 34" 30" E, 445.45 feet to a nail found marking the Southeast corner of the said Don A. Flood tract, for the Southeast corner hereof, said point being approximately 7,800 feet, S. 27' E. From the Southeast corner of the Noah Smithwick Survey, 2.90 acres.

THENCE, along the North line of County Road No. 259, 6 04' 34" 30" E, 333.38 feet to a 4 1/2" nail found, and S 27' 45" 30" E, 77.08 feet to an iron pin set marking the Southeast corner of said Don A. Flood tract, for the Southeast corner hereof.

THENCE, S. 87' 21' W, 445.33 feet to an iron pin found and leaving the West line of the Don A. Flood tract, S 87' 21' W, 333.38 feet to an iron pin found on the South line of State Highway No. 29, S. 87' 21' W, 338.11 feet to the Place of Beginning and containing 5.22 acres of land.

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
I, Don A. Flood, Registered Public Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and that the same is correct and true to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 10th day of October, 1987, A.D.  
Don A. Flood  
Registered Public Surveyor, No. 2218

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
I, Don A. Flood, Registered Public Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and that the same is correct and true to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 10th day of October, 1987, A.D.  
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Don A. Flood  
Registered Public Surveyor, No. 2218

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of the State of Texas, and I hereby certify that the same is correct and true to the best of my knowledge and belief.

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
I, James N. Boydston, County Clerk, do hereby certify that this plat complies with the requirements of the State of Texas, and I hereby certify that the same is correct and true to the best of my knowledge and belief.

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DOS AMIGOS  
SECTION ONE  
BEING A 5.22 ACRE TRACT  
SITUATED IN THE  
NOAH SMITHWICK SURVEY, A-590  
WILLIAMSON COUNTY, TEXAS



Stager & Bizzell, Inc.

CONSULTING ENGINEERS - SURVEYORS  
P.O. BOX 888 - GEORGETOWN, TEXAS 78626  
Date: October 8, 1987  
Job No. E-12888

# EXHIBIT "B"

0.6426-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1793(gt)  
Page 1 of 7

## FIELD NOTES DESCRIPTION – PARCEL 9

DESCRIPTION OF 0.6426 ACRE OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2 AND A PORTION OF LOT 3, DOS AMIGOS SECTION ONE, A SUBDIVISION OF RECORD IN CABINET J, SLIDE 3, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.6426 ACRE, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 (0.3687 ACRE) AND TRACT 2 (0.2739 ACRE), BY METES AND BOUNDS AS FOLLOWS:

### TRACT 1 (0.3687 ACRE PORTION OF LOT 2)

**BEGINNING** at an iron rod with a 1.5-inch aluminum cap stamped "TxDOT" found, 64.73 feet left of Williamson County Road 266 Baseline Station 270+31.36, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of Lot 2 of the said Dos Amigos Section One, at the intersection with the west right-of-way line of County Road 266, a varying width right-of-way, same being the west corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011025397, Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving the south right-of-way line of State Highway 29, with the existing west right-of-way line of County Road 269, and with the east line of the tract described herein, the following two (2) courses and distances:

1. S 40° 26' 30" E, crossing Lot 2 of the said Dos Amigos Section One, with the west line of the said 0.026 acre tract, and with the east line of the tract described herein, a distance of 85.21 feet to a calculated point, 14.69 feet left of County Road 266 Baseline Station 269+62.39, at the south corner of the said 0.026 acre tract, in the east line of said Lot 2, of the said Dos Amigos Section One, for an angle point, and
2. S 08° 21' 46" E, with the east line of Lot 2 of the said Dos Amigos Section One, a distance of 269.23 feet to a calculated point, 7.83 feet right of County Road 266 Baseline Station 266+94.12, in the common line of Lot 2 and Lot 3 of the said Dos Amigos Section One, for the southeast corner of the tract described herein, and from said calculated point, a 1/2-inch iron rod found at the southeast corner of a 0.01 acre portion of Lot 2 dedicated for right-of-way and the northeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears S 87° 02' 37" E, a distance of 3.12 feet;

**THENCE** N 87° 02' 37" W, with the common line of Lot 2 and Lot 3 of the said Dos Amigos Section One, and with the south line of the tract described herein, a distance of 65.23 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.24 feet left of County Road 266 Baseline Station 266+98.49, for the southwest corner of the tract described herein;

**THENCE** leaving the north line of Lot 3 and crossing Lot 2 of the said Dos Amigos Section One, with the proposed west right-of-way line of County Road 266, and with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 925.00 feet, an arc distance of 87.42 feet and a chord which bears N 01° 46' 14" W, a distance of 87.39 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.00 feet left of County Road 266 Baseline Station 267+89.51, for a point of tangency,
2. N 04° 28' 41" W, a distance of 188.69 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.00 feet left of County Road 266 Baseline Station 269+78.20, for an angle point, and

3. N 38° 21' 18" W, a distance of 83.02 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 103.28 feet left of County Road 266 Baseline Station 270+47.13, in the south right-of-way line of State Highway 29, same being the north line of Lot 2, for the northwest corner of the tract described herein;

**THENCE** S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said Lot 2, with the north line of the tract described herein, a distance of 41.65 feet to the **POINT OF BEGINNING** and containing 0.3687 acre (16,059 square feet) of land, more or less.

#### **TRACT 2 (0.2739 ACRE PORTION OF LOT 3)**

**BEGINNING** at a calculated point, 18.48 feet right of Williamson County Road 266 Baseline Station 265+62.07, in the existing north right-of-way line of County Road 259, a varying width right-of-way, at the intersection with the existing west right-of-way line of County Road 266, a varying width right-of-way, same being the southeast corner of Lot 3 of the said Dos Amigos Section One, for the southeast corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, a 60d nail found at the southeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears N 67° 48' 26" E, a distance of 4.02 feet;

**THENCE** S 67° 48' 26" W, with the existing north right-of-way line of County Road 259, same being the south line of Lot 3 of the said Dos Amigos Section One, and with the south line of the tract described herein, a distance of 96.81 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 73.73 feet left of County Road 266 Baseline Station 265+32.62, for the southeast corner of the tract described herein;

**THENCE** leaving the existing north right-of-way line of County Road 259 and crossing Lot 3 of the said Dos Amigos Section One, with the proposed west right-of-way line of County Road 266, and with the west line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the right, having a radius of 1075.00 feet, an arc distance of 114.52 feet and a chord which bears N 01° 21' 19" E, a distance of 114.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 62.16 feet left of County Road 266 Baseline Station 266+45.83, for a point of reverse curvature, and
2. with the arc of a curve to the left, having a radius of 925.00 feet, an arc distance of 56.02 feet and a chord which bears N 02° 40' 20" E, a distance of 56.01 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.24 feet left of County Road 266 Baseline Station 266+98.49, in the common line of Lot 3 and Lot 2 of the said Dos Amigos Section One, for the northwest corner of the tract described herein;

**THENCE** S 87° 02' 37" E, with the common line of Lot 3 and Lot 2 of the said Dos Amigos Section One, and with the north line of the tract described herein, a distance of 65.23 feet to a calculated point in the existing west right-of-way line of County Road 266, at the northeast corner of Lot 3 and the southeast corner of Lot 2 of the said Dos Amigos Section One, for the northeast corner of the tract described herein, and from said calculated point, a 1/2-inch iron rod found at the northeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way and the southeast corner of a 0.01 acre portion of Lot 2 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears S 87° 02' 37" E, a distance of 3.12 feet;

**THENCE** S 08° 21' 46" E, with the west right-of-way line of County Road 266, same being the east line of Lot 3 of the said Dos Amigos Section One, and with the east line of the tract described herein, a distance of 131.85 feet to the **POINT OF BEGINNING** and containing 0.2739 acre (11,930 square feet) of land, more or less; for a total area of 0.6426 of one acre of land, more or less, comprised of Tract 1 (0.3687 acre) and Tract 2 (0.2739 acre).

0.6426-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1793(gt)  
Page 3 of 7

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

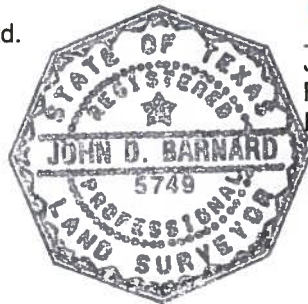
BOWMAN WORD FILE: FN1793(gt)


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

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24<sup>th</sup> of August, 2016 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas

RIDGE DRIVE  
ON COUNTY ROAD NO. 260)  
(IES)

R29 (103.80 AC.)  
SPECIAL INVESTMENTS, LLC.  
DOC. 2013064831, O.P.R.W.C.TX.  
(0.025 AC.) ROW DEDICATION  
WILLIAMSON COUNTY, TEXAS  
SPECIAL WARRANTY DEED  
DOC. 2011017014, O.P.R.W.C.TX.

IRON

LOT 2

LOT 1

CR266 BASELINE	CURVE DATA:
PI STATION	= 267+51.32
DELTA	= 04°27'34" (LT)
DEGREE OF CURVE	= 05°50'05"
TANGENT	= 38.23
LENGTH	= 76.43
RADIUS	= 982.00
PC STATION	= 267+13.08
PT STATION	= 267+89.51

0 25 50  
SCALE: 1"=50'  
AUGUST, 2016  
WILLIAMSON COUNTY,  
TEXAS

REMAINDER (2.67 AC)  
LAND UNLIMITED, INC.  
GENERAL WARRANTY DEED  
DOC. 1998064566, O.P.R.W.C.TX.

SEE PAGE 5 OF 7

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1793

PAGE 4 OF 7

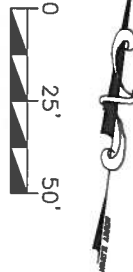


SEE PAGE 4 OF 7

REMAINDER (2.67 AC)  
LAND UNLIMITED, INC.  
GENERAL WARRANTY DEED  
DOC. 1998064566. O.P.R.W.C.TX.

(1.649 AC. PORTION OF LOT 9)  
ROW DEDICATION (SH 29)  
WILLAMSON COUNTY, TEXAS  
SPECIAL WARRANTY DEED  
DOC. 201006394,  
O.P.R.W.C.TX.

SCALE: 1"=50'  
AUGUST, 2016  
WILLAMSON COUNTY,  
TEXAS



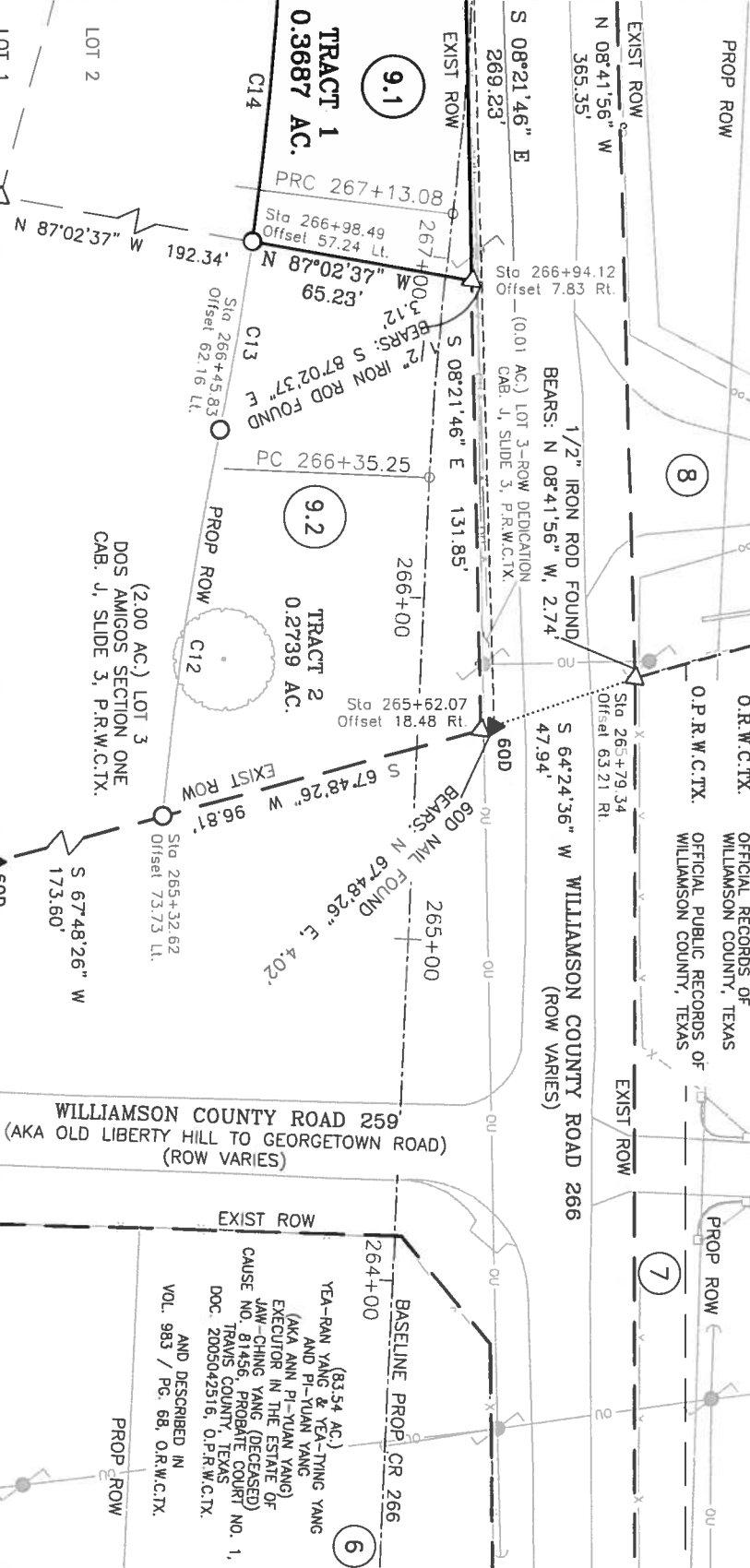
# LEGEND

- 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)
- DIAMOND  
1/2" IRON ROD W/ PLASTIC CAP  
STAMPED "DIAMOND SURVEYING" FOUND
- TxDOT  
IRON ROD W/ 1.5" ALUMINUM CAP  
STAMPED "TxDOT" FOUND
- WILCO  
IRON ROD W/ 1.5" ALUMINUM CAP STAMPED  
"WILLAMSON COUNTY ROW" FOUND
- ▲ 60D  
NAIL FOUND (SIZE NOTED)
- TEXAS DEPARTMENT OF TRANSPORTATION  
TYPE I ROW MARKER FOUND
- 1/2" IRON ROD W/ PLASTIC CAP  
STAMPED "BCG" SET
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- ( ) POINT OF BEGINNING
- P.O.B.  
PLAT RECORDS OF WILLAMSON  
COUNTY, TEXAS
- P.R.W.C.TX.  
OFFICIAL RECORDS OF  
WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.TX.  
OFFICIAL PUBLIC RECORDS OF  
WILLAMSON COUNTY, TEXAS

CR266 BASELINE CURVE DATA:  
PI STATION = 266+74.19  
DELTA = 04°27'34" (RT)  
DEGREE OF CURVE = 05°43'46"  
TANGENT = 38.93  
LENGTH = 77.83  
RADIUS = 1,000.00  
PC STATION = 266+35.25  
PT STATION = 267+13.08

CR266 BASELINE CURVE DATA:  
PI STATION = 267+51.32  
DELTA = 04°27'34" (LT)  
DEGREE OF CURVE = 05°50'05"  
TANGENT = 38.23  
LENGTH = 76.43  
RADIUS = 982.00  
PC STATION = 267+13.08  
PT STATION = 267+89.51

REMAINDER (5.26 AC.)  
LOT 9  
TWENTY-NINE RANCH  
CAB. K, SLIDES 115-116, P.R.W.C.TX.



**Bowman**  
CONSULTING

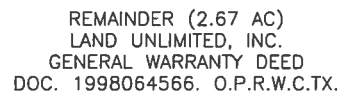
Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1793

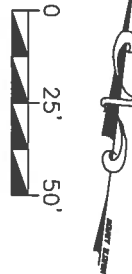
TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

DATE: Aug 23, 2016-5:18pm

PAGE 5 OF 7



(1.649 AC. PORTION OF LOT 9)  
ROW DEDICATION (SH 29)  
WILLIAMSON COUNTY, TEXAS  
SPECIAL WARRANTY DEED  
DOC. 2010006394,  
O.P.R.W.C.TX.



## LEGEND

- |             |   |
|-------------|---|
| ●           | 1/2" IRON ROD FOUND<br>(UNLESS OTHERWISE NOTED)                       |
| ● DIAMOND   | 1/2" IRON ROD W/ PLASTIC CAP<br>STAMPED "DIAMOND SURETING" FOUND      |
| ● 1xDOT     | IRON ROD W/1.5" ALUMINUM CAP<br>STAMPED "1xDOT" FOUND                 |
| ● WILCO     | IRON ROD W/1.5" ALUMINUM CAP STAMPED<br>"WILLIAMSON COUNTY ROW" FOUND |
| ▲ 60D       | NAL FOUND (SIZE NOTED)  |
| ■           | TEXAS DEPARTMENT OF TRANSPORTATION<br>TYPE I ROW MARKER FOUND         |
| ○           | 1/2" IRON ROD W/ PLASTIC CAP<br>STAMPED "BCG" SET                     |
| △           | CALCULATED POINT  |
| ( )         | RECORD INFORMATION  |
| P.O.B.      | POINT OF BEGINNING  |
| P.R.W.C.TX. | PLAY RECORDS OF WILLIAMSON<br>COUNTY, TEXAS                           |
| O.R.W.C.TX. | OFFICIAL RECORDS OF<br>WILLIAMSON COUNTY, TEXAS                       |
| P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF<br>WILLIAMSON COUNTY, TEXAS                |

CR266 BASELINE CURVE DATA:	
PI STATION	= 266+74.19
DELTA	= 0+27.34* (RT)
DEGREE OF CURVE	= 05+3.46"
TANGENT	= 38.93
LENGTH	= 77.83
RADIUS	= 1,000.00
PC STATION	= 266+35.25
PT STATION	= 267+13.08

CR266 BASELINE CURVE DATA:	
PI STATION	= 267+51.32
DELTA	= 0+27.34* (LT)
DEGREE OF CURVE	= 05+50.05"
TANGENT	= 38.23
LENGTH	= 76.43
RADIUS	= 982.00
PC STATION	= 267+13.08
PT STATION	= 267+89.51

REMAINDER (5.26 AC.)  
LOT 9  
TWENTY-NINE RANCH  
SLIDES 115-116, P.R.W.C.TX.

YEA-RAN YANG & YEA-TING YANG  
(83-54 AC.)  
AND PI-YUAN YANG  
(AKA ANN PI-YUAN YANG)  
EXECUTOR IN THE ESTATE OF  
JAN-CHING YANG (DECEASED)  
CAUSE NO. 81456, PROBATE COURT NO. 1,  
TRAVIS COUNTY, TEXAS  
DOC. 2005042516, O.P.R.W.C.T.X.

WILLIAMSON COUNTY ROAD 259  
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)  
(ROW VARIES)

WILLIAMSON COUNTY ROAD 266  
(ROW VARIES)

TRACT 1  
0.3687 AC.

9.2 TRACT 2  
0.2739 AC.

(2.00 AC.) LOT 3  
DOS AMIGOS SECTION ONE  
CAB. J, SLIDE 3, P.R.W.C.TX

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

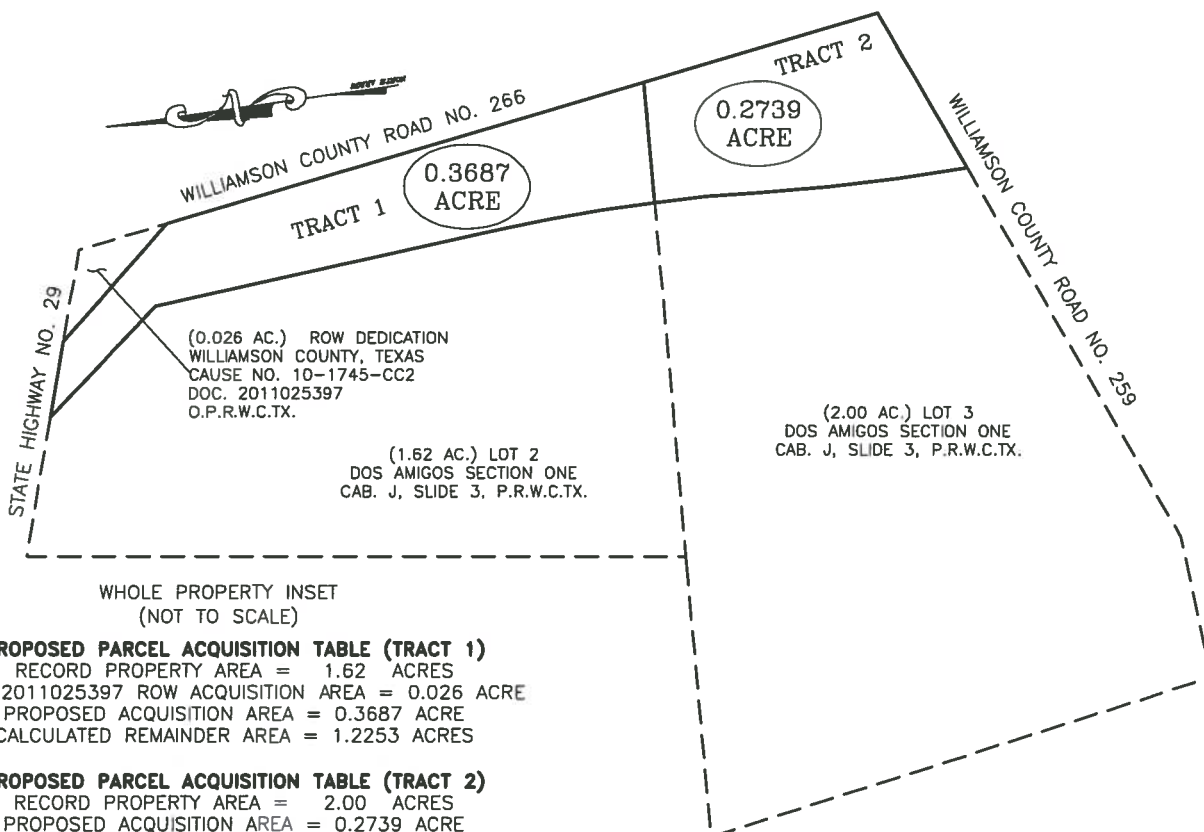
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1793

FILE: \\Longhorn\new\_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1793(g) CR266-ROW Parcel 9-1 Dos Amigos-Lot 2.dwg

**NOTES:**

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT(S).
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



**PROPOSED PARCEL ACQUISITION TABLE (TRACT 1)**  
RECORD PROPERTY AREA = 1.62 ACRES  
DOC. 2011025397 ROW ACQUISITION AREA = 0.026 ACRE  
PROPOSED ACQUISITION AREA = 0.3687 ACRE  
CALCULATED REMAINDER AREA = 1.2253 ACRES

**PROPOSED PARCEL ACQUISITION TABLE (TRACT 2)**  
RECORD PROPERTY AREA = 2.00 ACRES  
PROPOSED ACQUISITION AREA = 0.2739 ACRE  
CALCULATED REMAINDER AREA = 1.7261 ACRES



**SURVEYOR CERTIFICATION**

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.

JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 5749,  
STATE OF TEXAS

8/24/2016  
DATE

**Bowman**  
CONSULTING

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www.bowmanconsulting.com Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1793**

DATE: Aug 23, 2016 - 5:20pm