

**REAL ESTATE CONTRACT**  
CR 101 Right of Way—Parcel 44

THIS REAL ESTATE CONTRACT ("Contract") is made by MICHAEL T. MARX and JEAN MARX (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.739 acre (75,770 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 44**); and

All of that certain 0.295 acre (12,853 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 44R**);

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-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 Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHTY THOUSAND TWO HUNDRED SEVENTY-TWO and 00/100 Dollars (\$80,272.00).

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;

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

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

5.01. The Closing shall be held at the office of Independence Title Company on or before October 13<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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-C", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

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

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

*[signature page follows]*

**SELLER:**

Michael T Marx  
Michael T. Marx

Address: 51 CR 368  
Taylor Tx 76574

Date: 8/31/17

Jean Marx  
Jean Marx

Address: 51 CR 368  
Taylor, Tx 76574

Date: 8/31/17

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: [Signature]  
Dan A. Gattis  
County Judge

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

Date: 09-19-2017

EXHIBIT A

County: Williamson  
Highway: C.R. 101  
Parcel: 44

PROPERTY DESCRIPTION FOR  
PARCEL 44

DESCRIPTION OF A 1.739 ACRE (75,770 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL T. MARX BY INSTRUMENT RECORDED IN VOLUME 2416, PAGE 415 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2007056988 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.739 ACRE (75,770 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at 1/2" iron rod found in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 368 (variable width ROW), being the southwesterly corner of that called 1.00 acre tract of land conveyed to Michael T. Marx and Wife, Jean Marx by instrument recorded in Volume 2612, Page 837 of the Official Records of Williamson County, Texas, same being an ell corner in the southerly boundary line of said remainder of 10 acre tract,

THENCE, departing said 1.00 acre tract, with the common boundary line of said remainder of 10 acre tract and said existing northerly ROW line of C.R. 368, S 66°29'16" W for a distance of 93.86 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 85.54 feet right of proposed County Road baseline station 184+94.23, having grid coordinates of N =10,192,827.59 E =3,186,798.73, in the proposed easterly ROW line of C.R. 101 (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. THENCE, departing said proposed easterly ROW line, with the common line of said remainder of 10.00 acre tract and said existing northerly ROW line of C.R. 368, S 66°29'16" W for a distance of 91.48 feet to a 1/2" iron rod found, being the intersection of said existing northerly ROW line of C.R. 368 and the existing easterly ROW line of C.R. 101 (variable width ROW), for the southwesterly corner of the herein described tract;
2. THENCE, departing said existing northerly ROW line of C.R. 368, with the common line of said existing easterly ROW line of C.R. 101 and the westerly boundary line of said remainder of 10.00 acre tract, N 22°58'06" W for a distance of 450.20 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set in the proposed westerly ROW line, 60.00 feet left of proposed County Road baseline station 189+30.05, for the beginning of a non-tangent curve to the right, and from which a 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found in the existing easterly ROW line of said C.R. 101, being the northwesterly corner of said remainder of 10.00 acre tract, same being the southwesterly corner of the easterly remainder of that called 38.07 acre tract of land conveyed to Frazier Family Investments, Ltd. by instrument recorded in Document No. 2007050851 of the Official Public Records of Williamson County, Texas, bears N 22°58'06" W at a distance of 275.32 feet;

THENCE, departing said existing easterly ROW line, through the interior of said remainder of the 10 acre tract, with said proposed westerly ROW line, the following two (2) courses;

3. along said non-tangent curve to the right, having a delta angle of 02°16'15", a radius of 1242.00 feet, an arc length of 49.23 feet, and a chord which bears N 05°04'16" W for a distance of 49.22 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 189+76.90, for a point of tangency;



4. N 03°56'09" W for a distance of 242.73 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 192+19.62 in the northerly boundary line of said remainder of 10 acre tract, same being in the southerly boundary line of said easterly remainder of 38.07 acre tract, for the northwesterly corner of the herein described tract, and from which said 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found in said existing easterly ROW line of said C.R. 101, bears S 66°26'18" W at a distance of 94.29 feet;
5. **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said remainder of the 10.00 acre tract and said easterly remainder of 38.07 acre tract, N 66°26'18" E for a distance of 138.02 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road baseline station 192+65.98, in said proposed easterly ROW line, and from which an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 115.00 feet right of proposed County Road baseline station 192+82.03 in said common boundary line bears N 66°26'18" E at a distance of 47.78 feet;

**THENCE**, departing said easterly remainder of 38.07 acre tract, through the interior of said remainder of 10.00 acre tract, with said proposed easterly ROW line, the following five (5) courses:

6. S 03°56'09" E for a distance of 265.98 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 70.00 feet right of proposed C.R. 101 baseline station 190+00.00, for an angle point;
7. S 00°36'15" W for a distance of 96.35 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 189+00.00, for the beginning of a non-tangent curve to the left;
8. along said curve to the left, having a delta angle of 14°32'58", a radius of 1122.00 feet, an arc length of 284.92 feet, and a chord which bears S 14°56'17" E for a distance of 284.15 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 185+99.85 for a point of tangency;
9. S 22°12'46" E for a distance of 80.08 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 185+19.77, for an angle point;
10. S 67°12'46" E for a distance of 36.12 feet to the **POINT OF BEGINNING**, containing 1.739 acres (75,770 square feet) of land, more or less.


This property description is accompanied by a separate parcel plat.

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

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

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

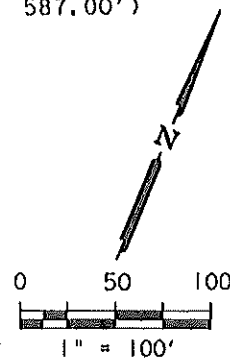
09/22/2016  
 Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/13/16  
PAGE 3 OF 4

FRAZIER FAMILY  
INVESTMENTS, LTD.  
(EASTERLY REMAINDER OF 38.07 AC.)  
DOC. NO. 2007050851  
O.P.R.W.C.T.

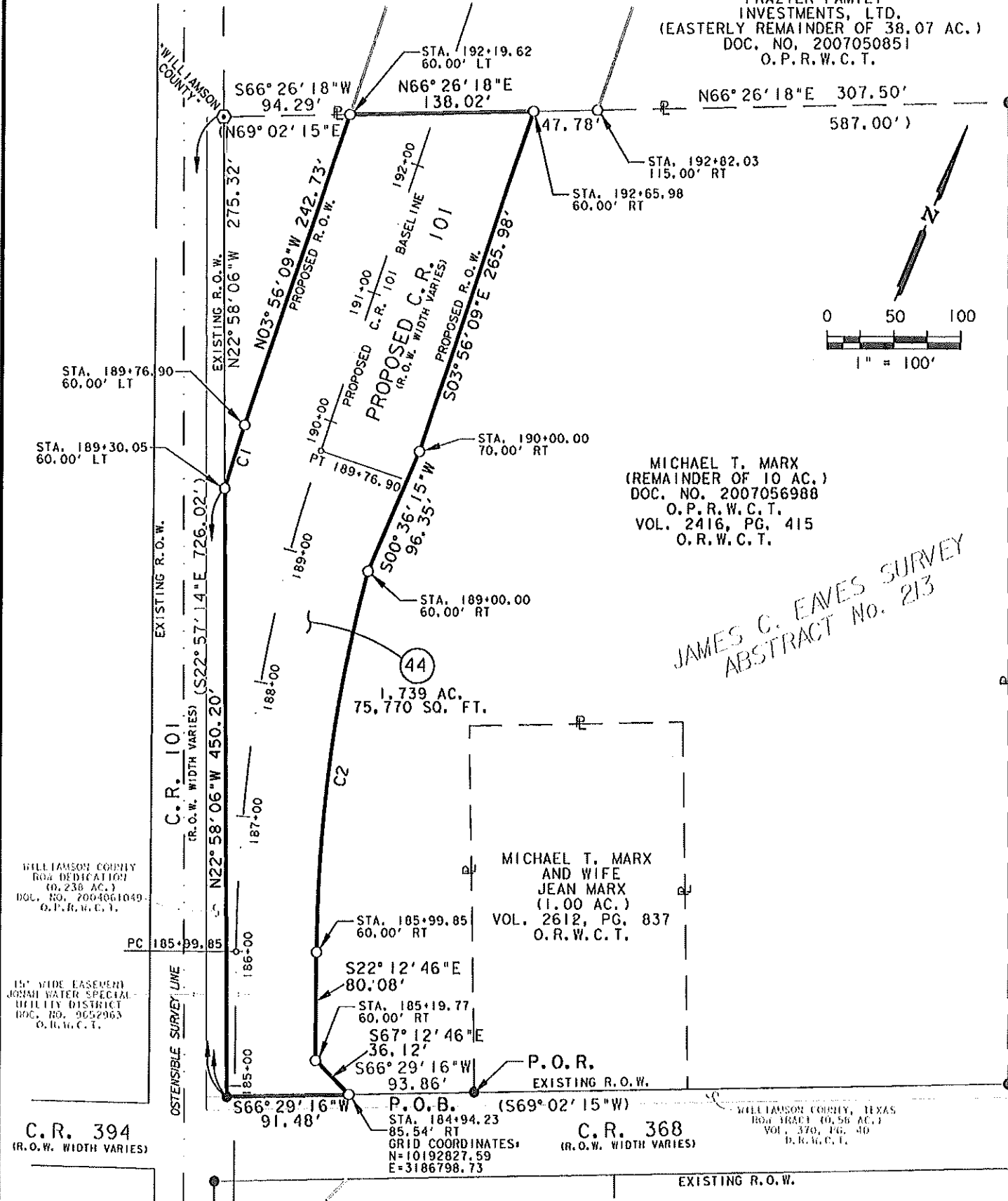


MICHAEL T. MARX  
(REMAINDER OF 10 AC.)  
DOC. NO. 2007056988  
O.P.R.W.C.T.  
VOL. 2416, PG. 415  
O.R.W.C.T.

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

MICHAEL T. MARX  
AND WIFE  
JEAN MARX  
(1.00 AC.)  
VOL. 2612, PG. 837  
O.R.W.C.T.

WILLIAMSON COUNTY, TEXAS  
BOB TRACE (0.56 AC.)  
VOL. 370, PG. 30  
O.R.W.C.T.



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

PARCEL PLAT SHOWING PROPERTY OF		
<b>MICHAEL T. MARX</b>		
SCALE 1" = 100'	PROJECT CR 101	COUNTY WILLIAMSON

**PARCEL 44**

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1622951-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2016, ISSUE DATE AUGUST 6, 2016.

10E. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 698, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652963, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652478, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082117 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082580 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

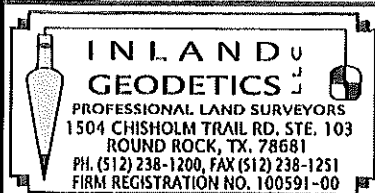
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 16' 15"	1242.00'	49.23'	49.22'	N05° 04' 16"W
C2	14° 32' 58"	1122.00'	284.92'	284.15'	S14° 56' 17"E

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

*Lawrence M. Russo* 09/22/2016  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	1.739	75,770
CALC/DEED AREA	8.762	381,673
REMAINDER AREA	7.023	305,903



PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

PARCEL 44

SCALE  
1" = 100'PROJECT  
CR 101COUNTY  
WILLIAMSON

EXHIBIT **B**

County: Williamson  
Highway: C.R. 101  
Parcel: 44, Remainder Tract

PROPERTY DESCRIPTION FOR  
PARCEL 44, REMAINDER TRACT

DESCRIPTION OF A 0.295 ACRE (12,853 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL T. MARX BY INSTRUMENT RECORDED IN VOLUME 2416, PAGE 415 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2007056988 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.295 ACRE (12,853 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, having grid coordinates of N =10,193,459.02 E =3,186,431.78, being the southwesterly corner of the easterly remainder of that called 38.07 acre tract of land conveyed to Frazier Family Investments, Ltd. by instrument recorded in Document No. 2007050851 of the Official Public Records of Williamson County, Texas, same being in the existing easterly right-of-way (ROW) line of C.R. 101, (variable width right-of-way), also being the northwesterly corner of said remainder of 10 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described tract;

1. THENCE, departing said existing easterly ROW line, with the common boundary line of said remainder of 10.00 acre tract and said easterly remainder of 38.07 acre tract, N 66°26'18" E for a distance of 94.29 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set in the proposed westerly ROW line of C.R. 101, 60.00 feet left of proposed County Road 101 baseline station 192+19.62, for the northeasterly corner of the herein described tract;

THENCE, departing said easterly remainder of the 38.07 acre tract, with said proposed westerly ROW line, through the interior of said remainder of 10 acre tract, the following two (2) courses:

2. S 03°56'09" E for a distance of 242.73 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet left of proposed County Road baseline station 189+76.90, for the beginning of a curve to the left;
3. along said curve to the left, having a delta angle of 02°16'16", a radius of 1242.00 feet, an arc length of 49.23 feet, and a chord which bears S 05°04'16" E for a distance of 49.22 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 189+30.05, being in the existing easterly ROW line of said C.R. 101, same being the westerly boundary line of said remainder of the 10 acre tract, for the southerly corner of the herein described tract, and from which a 1/2" iron rod found, being the intersection of the existing easterly ROW line of said C.R. 101 and the existing northerly ROW line of C.R. 368 (variable width right-of-way), same being the southwesterly corner of said remainder of 10.00 acre tract bears S 22°58'06" E at a distance of 450.20 feet;
4. THENCE, departing said proposed westerly ROW line, with the westerly boundary line of said remainder of the 10.00 acre tract, same being the easterly ROW line of said C.R. 101, N 22°58'06" W for a distance of 275.32 feet to the POINT OF BEGINNING, containing 0.295 acres (12,853 square feet) of land, more or less.

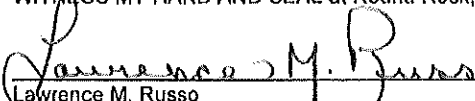
This property description is accompanied by a separate parcel plat.

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

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

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

10/21/2016  
Date



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

10/17/16  
PAGE 2 OF 3

P.O.B.  
GRID COORDINATES:  
N=10193459.02  
E=3186431.78

(44)

REMAINDER  
0.295 AC.  
12,853 SQ. FT.

STA. 189+76.90  
60.00' LT

STA. 189+30.05  
60.00' LT

WILLIAMSON COUNTY  
RD. DEDICATION  
(0.258 AC.)  
B&E, RD. 2004061039  
O.P.R.W.C.T.

15' WIDE EASTMENT  
JONAH WATER SPECIAL  
UTILITY DISTRICT  
DOC. NO. 9652963  
O.P.R.W.C.T.

C.R. 394  
(R.O.W. WIDTH VARIES)

N66°26'18"E  
94.29'

N66°26'18"E  
138.02'

N66°26'18"E 307.50'

587.00'

PROPOSED R.O.W.  
S03°56'09"E 242.73'

PROPOSED C.R. 101  
(R.O.W. WIDTH VARIES) 101

PROPOSED R.O.W.

PT 189+76.90

MICHAEL T. MARX  
(REMAINDER OF 10 AC.)  
DOC. NO. 2007056988  
O.P.R.W.C.T.  
VOL. 2416, PG. 415  
O.R.W.C.T.

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

MICHAEL T. MARX  
AND WIFE  
JEAN MARX  
(11.00 AC.)  
VOL. 2612, PG. 837  
O.P.R.W.C.T.

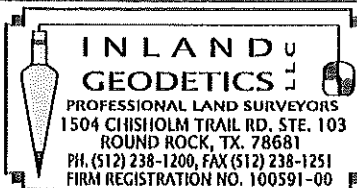
EXISTING R.O.W.

C.R. 368  
(R.O.W. WIDTH VARIES)

WILLIAMSON COUNTY, TEXAS  
RD. TRACT (0.50 AC.)  
VOL. 370, PG. 20  
O.P.R.W.C.T.

EXISTING R.O.W.

PARCEL 44  
REMAINDER



PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

SCALE

1" = 100'

PROJECT

CR 101

COUNTY

WILLIAMSON

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622951-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2016, ISSUE DATE AUGUST 6, 2016.

IOE. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 698, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652963, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652478, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

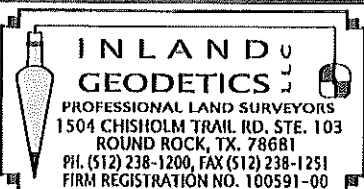
I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082117 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082580 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 16' 15"	1242.00'	49.23'	49.22'	S05° 04' 16"E

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

*Lawrence M. Russo* 10/21/2016  
 LAWRENCE M. RUSSO  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

PARCEL 44  
REMAINDERSCALE  
1" = 100'PROJECT  
CR 101COUNTY  
WILLIAMSON

# EXHIBIT "C"

Parcel 44

## DEED

County Road 101 Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That MICHAEL T. MARX and JEAN MARX, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 1,739 acre (75,770 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 44); and

All of that certain 0.295 acre (12,853 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 44R)

**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 Exhibits "A-B" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101.

**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 \_\_\_\_\_, 2017.

*[signature page follows]*



**GRANTOR:**

\_\_\_\_\_  
Michael T. Marx

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Michael T. Marx in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Jean Marx

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jean Marx 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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**