

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by JOHN BIGON and MARY BIGON (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 3.493 acre (152,136 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 4A)**;

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, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00).

Payment of Purchase Price

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

Additional Compensation and Special Provisions

2.03. As additional compensation for the acquisition of the Property, within sixty (60) days after Purchaser provides notice of Final Completion of construction contract for Purchaser's proposed realignment of the CR 101 roadway facilities upon the Property, the Purchaser shall execute and cause to be recorded a deed (the "Deed") to Seller conveying fee simple title in and to the property described in Exhibits "B" and "C" attached hereto and incorporated herein. The form of the Deed shall be as shown in Exhibit "D" attached hereto and incorporated herein.

Prior to the completion of the conveyance described in this paragraph Purchaser shall cause any existing roadway improvements to be obliterated and removed, and shall fill, cut and shape the property in the locations and according to the plans and specifications as shown in Exhibit "E" attached hereto and incorporated herein.

These obligations shall survive the Closing of this Contract.

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 November 15th, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

John Bigon
John Bigon

Date: 10-4-17

Address: 12625 Hwy 79
Taylor, Tex.

Mary Bigon
Mary Bigon

Date: 10-4-17

Address: 12625 Highway 79
Taylor, Texas

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:



Dan A. Gattis
County Judge

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

Date:

10-23-2017

EXHIBIT A

County: Williamson
Parcel: 4A
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 4A

METES & BOUNDS DESCRIPTION FOR A 3.493 ACRE (152,136 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 72.15 ACRE TRACT OF LAND AS CONVEYED TO JOHN BIGON AND WIFE, MARY BIGON BY WARRANTY DEED RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.493 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of U.S. Highway 79 (width varies), same being the southerly line of the said Bigon remainder tract at the southeast corner of a previously dedicated 0.171 acre tract of land described as Parcel 44 Part 2, as conveyed to Williamson County, Texas by special warranty deed recorded in Document Number 2008006702 of the Official Public Records of Williamson County, Texas; Thence, with the north right-of-way line of said U.S. Highway 79 and the south line of said Bigon remainder tract the following four courses: 1) N 22°39'25" W, a distance of 34.21 feet to a calculated point; 2) S 71°55'04" W, a distance of 35.14 feet to a calculated point; 3) N 22°33'35" W, a distance of 36.12 feet to a calculated point, and 4) S 69°43'53" W, a distance of 63.49 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,176,909.94, E=3,193,641.59) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 69.99 feet right of County Road 101 baseline station 11+18.23;

THENCE, continuing with the north right-of-way line of said U.S. Highway 79 and the south line of the said Bigon remainder tract, S 69°43'53" W, a distance of 76.81 feet to a calculated point on the east right-of-way line of County Road 101 (80 feet wide), as previously dedicated as Parcel 43, Part 1 in Document Number 2008087669 of the Official Public Records of Williamson County, Texas for the southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said County Road 101 and the west line of said Bigon remainder tract, N 22°40'54" W, a distance of 122.37 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing with the east right-of-way line of said County Road 101 and the west line of said Bigon remainder tract, along said curve to the left, an arc distance of 182.71 feet, having a radius of 540.00 feet, a central angle of 19°23'12" and a chord which bears N 32°22'30" W, a distance of 181.84 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at the intersection with the proposed west right-of-way line of County Road 101, 60.00 feet left of County Road 101 baseline station 14+14.15, from which a TXDOT Type II monument bears N 51°46'53" W, a distance of 182.21 feet;

THENCE, departing the east right-of-way of said County Road 101 and over and across said Bigon remainder tract, along a curve to the left, an arc distance of 426.47 feet, having a radius of 1,355.00 feet, a central angle of 18°02'00" and a chord which bears N 33°30'23" W, a distance of 424.72 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of tangency, 60.00 feet left of County Road 101 baseline station 18+59.51;

THENCE, continuing over and across said Bigon remainder tract, N 42°31'23" W, a distance of 601.68 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the north line of said Bigon remainder tract, same being the south line of a called 74.3682 acre tract of land as conveyed to Fuessel Holdings LLC by special warranty deed recorded in Document Number 2012081610 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 60.00 feet left of County Road 101 baseline station 24+61.19;

THENCE, with the north line of said Bigon remainder tract and the south line of said Fuessel Holdings tract, N 68°33'57" E, a distance of 128.61 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right County Road 101 baseline station 24+14.91, from which a 1/2-inch iron rod found for the common east corner of said Bigon remainder tract and the Fuessel Holdings tract bears N 68° 35' 57" E, a distance of 1,910.07 feet;

THENCE, departing the north line of said Bigon remainder tract and the south line of said Fuessel Holdings tract and over and across said Bigon remainder tract, S 42°31'23" E, a distance of 555.40 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 60.00 feet right of County Road 101 baseline station 18+59.51;

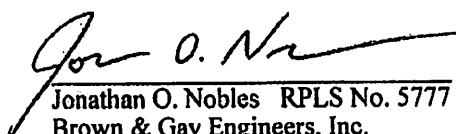
THENCE, continuing over and across said Bigon remainder tract, along said curve to the right, an arc distance of 464.08 feet, having a radius of 1,475.00 feet, a central angle of 18°01'38" and a chord which bears S 33°30'34" E, a distance of 462.17 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner;

THENCE, continuing over and across said Bigon remainder tract, S 24°29'45" E, a distance of 172.05 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner at a non-tangent point of curvature of a curve to the right;

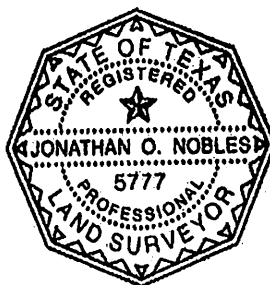
THENCE, continuing over and across said Bigon remainder tract, along said curve to the right, an arc distance of 138.07 feet, having a radius of 1,485.00 feet, a central angle of 5°19'37" and a chord which bears S 15°10'45" E, a distance of 138.02 feet to the **POINT OF BEGINNING** and containing 3.493 acres (152,136 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

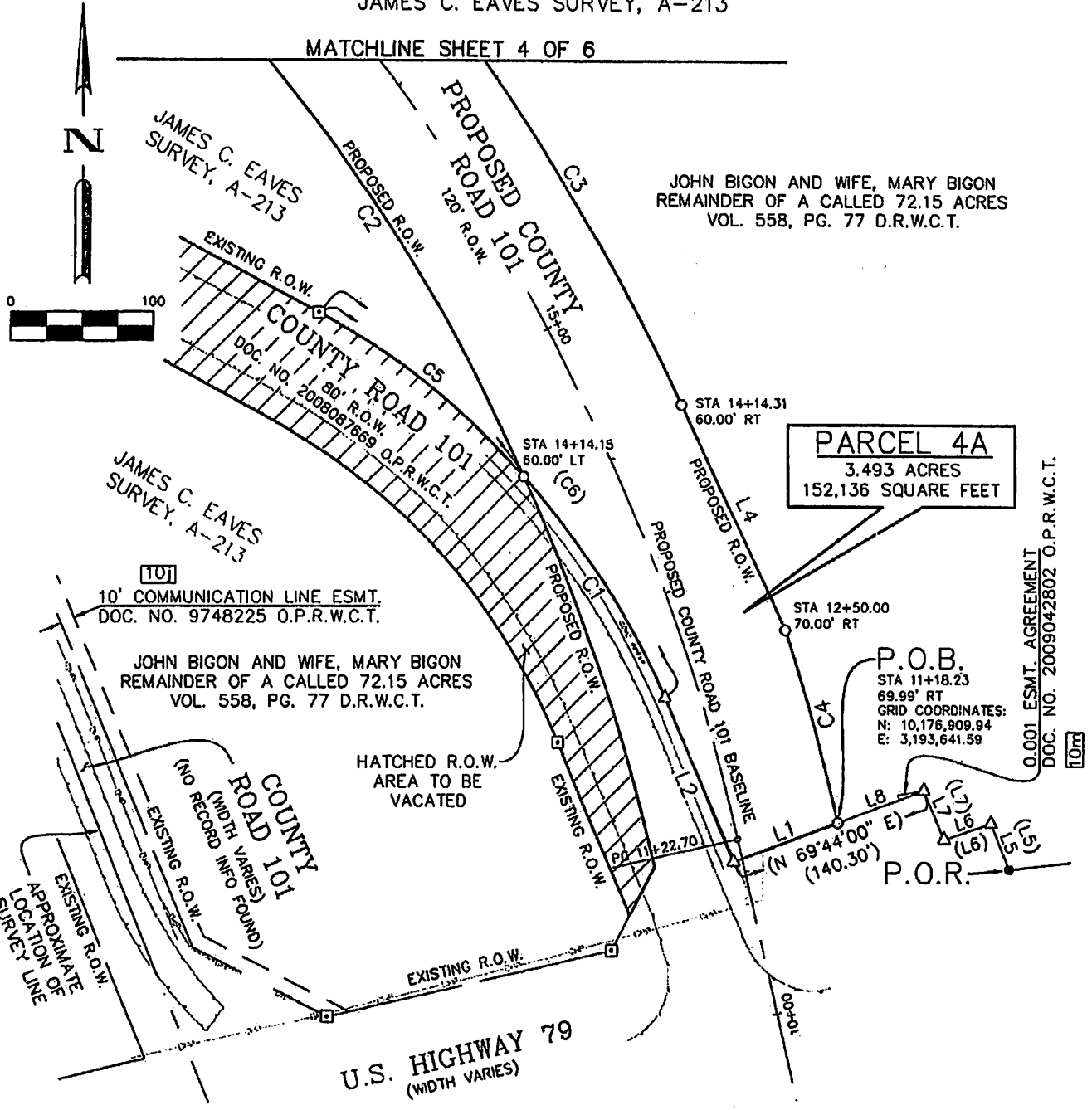


9/1/2016
Date

Client: Williamson County
Date: August 31, 2016
Job No: 2792-00

JAMES C. EAVES SURVEY, A-213

MATCHLINE SHEET 4 OF 6



BGE Brown & Gay Engineers, Inc.
 7000 North Mopac, Suite 330, Austin, TX 78731
 Tel: 512-879-0400 • www.browngay.com
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
 SHOWING PARCEL 4A
 3.493 ACRES (152,136 S.F.)
 COUNTY ROAD 101
 WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 08/31/2016	Page: 3 of 6
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RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NO. 1622089-GTN, DATED EFFECTIVE JUNE 14, 2016 AND ISSUED ON JUNE 23, 2016.

- 10c. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE 543, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS EASEMENT NOW LIES WITHIN DEDICATED RIGHT-OF-WAY.
- 10d. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 75, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS MODIFIED BY EASEMENT AND AGREEMENT RECORDED IN DOCUMENT NO. 2007021721, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 80, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS MODIFIED BY EASEMENT AND AGREEMENT RECORDED IN DOCUMENT NO. 2007021720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10f. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 303, PAGE 182, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10g. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 348, PAGE 384, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT.
- 10h. WATER LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 504, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 640, PAGE 91, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10j. COMMUNICATION LINE(S) EASEMENT GRANTED TO GTE SOUTHWEST, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748225, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10k. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO 2008042851, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10l. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO, RECORDED IN DOCUMENT NO'S. 2006045188 AND 2006042885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10m. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2009042802, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10n. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN AGREEMENT REGARDING ORDINANCE 2012-19, RECORDED IN DOCUMENT NO. 2012057357, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10o. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2012057885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.



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TBPLS Licensed Surveying Firm No 10106502

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PARCEL PLAT
SHOWING PARCEL 4A
3.493 ACRES (152,136 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 08/31/2016	Page: 5 of 6
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LINE TABLE				LINE TABLE				LINE TABLE			
NO.		BEARING		NO.		BEARING		NO.		BEARING	
L1		S 69°43'53" W		L5		N 22°39'25" W		L7		N 22°33'35" W	
L2		N 22°40'54" W		L6		(N 22°39'18" W)		(L7)		(N 22°33'28" W)	
(L2)		(N 22°40'47" W)		(L5)		(N 22°39'18" W)		L8		S 69°43'53" W	
L3		N 68°33'57" E		L6		S 71°55'04" W		L9		N 68°33'57" E	
L4		S 24°29'45" E		(L6)		(S 71°55'11" W)				49.70'	
		128.61'				(35.14')				63.49'	
		(122.37')				(34.21')				(36.12')	
		122.37'				34.21'				36.12'	
		76.81'									
DISTANCE				DISTANCE				DISTANCE			

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	182.71'	540.00'	19°23'12"	N 32°22'30" W	181.84'
C2	426.47'	1,355.00'	18°02'00"	N 33°30'23" W	424.72'
C3	464.08'	1,475.00'	18°01'38"	S 33°30'34" E	462.17'
C4	138.07'	1,485.00'	51°9'37"	S 15°10'45" E	138.02'
C5	183.09'	540.00'	19°25'35"	S 51°46'53" E	182.21'
(C6)	(365.81')	(540.00')	(38°48'49")	(S 42°05'11" E)	(358.85')

LEGEND

D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
N.T.S.	NOT TO SCALE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
[]	RECORD INFORMATION FROM VOL. 558, PG. 77
()	RECORD INFORMATION FROM DOC. NOS. 2008087669 & 2008006702
—	LINE BREAK
—	PROPERTY LINE
●	FOUND 1/2" IRON ROD
□	FOUND TXDOT TYPE II MONUMENT
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
	OVERHEAD POWER
	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.



JONATHAN O. NOBLES RPLS NO. 5777
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AUSTIN, TEXAS 78731
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SHOWING PARCEL 4A
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COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'
Job No.: 2792-02
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EXHIBIT B

County: Williamson
Parcel: 4B (R.O.W. Vacation)
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 4B

METES & BOUNDS DESCRIPTION FOR A 1.440 ACRE (62,728 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE RIGHT-OF-WAY OF COUNTY ROAD 101, AS CONVEYED TO WILLIAMSON COUNTY AS A 2.260 ACRE TRACT OF LAND DESCRIBED AS PARCEL 43, PART 1, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2008087669 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.440 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a Texas Department of Transportation brass disc monument found in concrete (TXDOT, Type II monument) on the north right-of-way line of U.S. Highway 79 (width varies), at the intersecting cutback to the west right-of-way line of County Road 101, same being on a south line of a remainder tract of a portion of a called 72.15-acre tract of land as conveyed to John Bigon and wife, Mary Bigon by warranty deed recorded in Volume 558, Page 77 of the Deed Records of Williamson County, Texas, said remainder tract being that portion of the called 72.15-acre Bigon tract that was bisected from the original Bigon tract by the above described Parcel 43, Part 1, from which a TXDOT Type II monument found bears S 71°19'04" W, a distance of 204.43 feet; Thence, leaving the north right-of-way line of said U.S. Highway 79, and with the westerly right-of-way line of said County Road 101, N 27°19'03" E, a distance of 27.31 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,176,846.78, E=3,193,498.13) set, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 83.86 feet left of County Road 101 baseline station 10+88.12;

THENCE, continuing with the west right-of-way line of said County Road 101 and the east line of said Bigon remainder tract the following four (4) courses;

- 1) N 22°40'54" W, a distance of 128.56 feet to a TXDOT, Type II monument found at a point of curvature of a curve to the left;
- 2) Along said curve to the left, an arc distance of 311.61 feet, having a radius of 460.00 feet, a central angle of 38°48'47" and a chord which bears N 42°05'18" W, a distance of 305.69 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set;
- 3) N 61°29'42" W, a distance of 199.33 feet to a TXDOT, Type II monument found at a point of curvature of a curve to the right; and
- 4) Along said curve to the right, an arc distance of 110.70 feet, having a radius of 540.00 feet, a central angle of 11°44'46" and a chord which bears N 55°37'18" W, a distance of 110.51 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner;

THENCE, with the west line of said Parcel 43, Part 1, N 22°28'15" W, a distance of 354.55 feet to a TXDOT, Type II monument found at the northwest corner of said Parcel 43, Part 1, on the east right-of-way line of said County Road 101, being on the original west line of said Bigons 72.15-acre tract, for the northwest corner of the herein described tract;

THENCE, with the east right-of-way line of said County Road 101 and a westerly line of said Bigon remainder tract, the following five (5) courses;

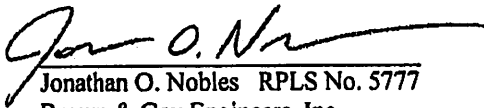
- 1) N 67°37'39" E, a distance of 20.95 feet to a TXDOT, Type II monument found at the northeast corner of said Parcel 43, Part 1, for the northeast corner of the herein described tract;
- 2) S 21°55'25" E, a distance of 102.93 feet to a TXDOT, Type II monument found at a point of curvature of a curve to the left;
- 3) Along said curve to the left, an arc distance of 317.41 feet, having a radius of 460.00 feet, a central angle of 39°32'07" and a chord which bears S 41°43'38" E, a distance of 311.15 feet to a TXDOT, Type II monument found;
- 4) S 61°29'42" E, a distance of 199.33 feet to a TXDOT, Type II monument found at a point of curvature of a curve to the right; and
- 5) Along said curve to the right, an arc distance of 183.09 feet, having a radius of 540.00 feet, a central angle of 19°25'35" and a chord which bears S 51°46'53" E, a distance of 182.21 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at the intersection with the proposed west right-of-way line of County Road 101, 60.00 feet left of County Road 101 baseline station 14+14.15;

THENCE, sixty (60') feet west of and parallel with said County Road 101 baseline, along said curve to the right, an arc distance of 285.26 feet, having a radius of 1,355.00 feet, a central angle of 12°03'44" and a chord which bears S 18°27'31" E, a distance of 284.74 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at westerly cutback of said County Road 101, 60.00 feet left of County Road 101 baseline station 11+16.13, for the southeast corner of the herein described tract;

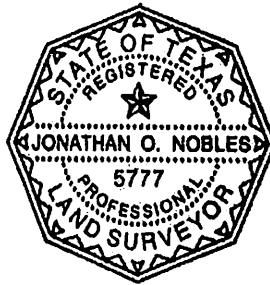
THENCE, with the westerly cutback line to U.S. Highway 79, S 27°19'03" W, a distance of 37.09 feet to the **POINT OF BEGINNING** and containing 1.440 acres (62,728 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.

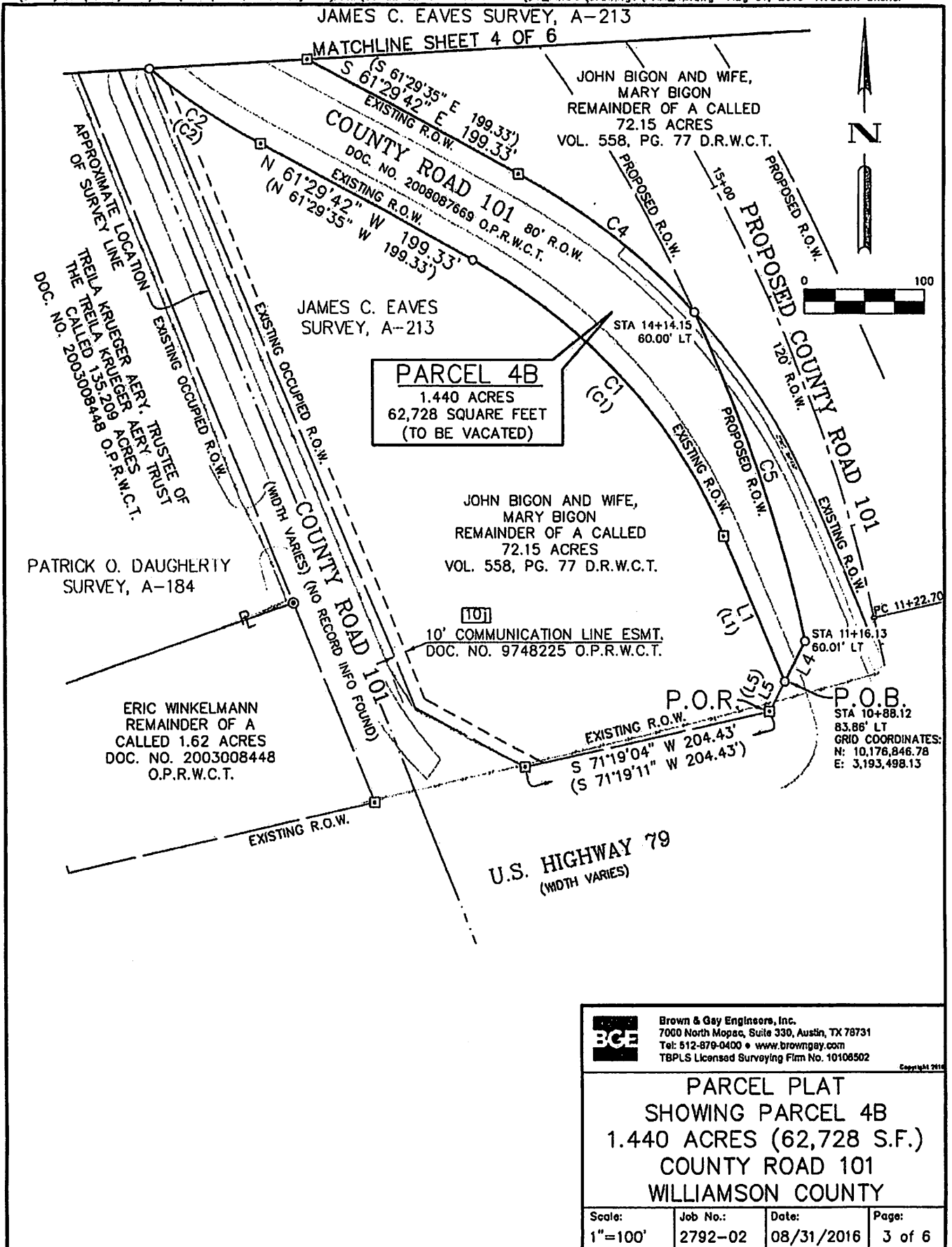

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9/1/2016
Date

Client: Williamson County
Date: August 31, 2016
Job No: 2792-02

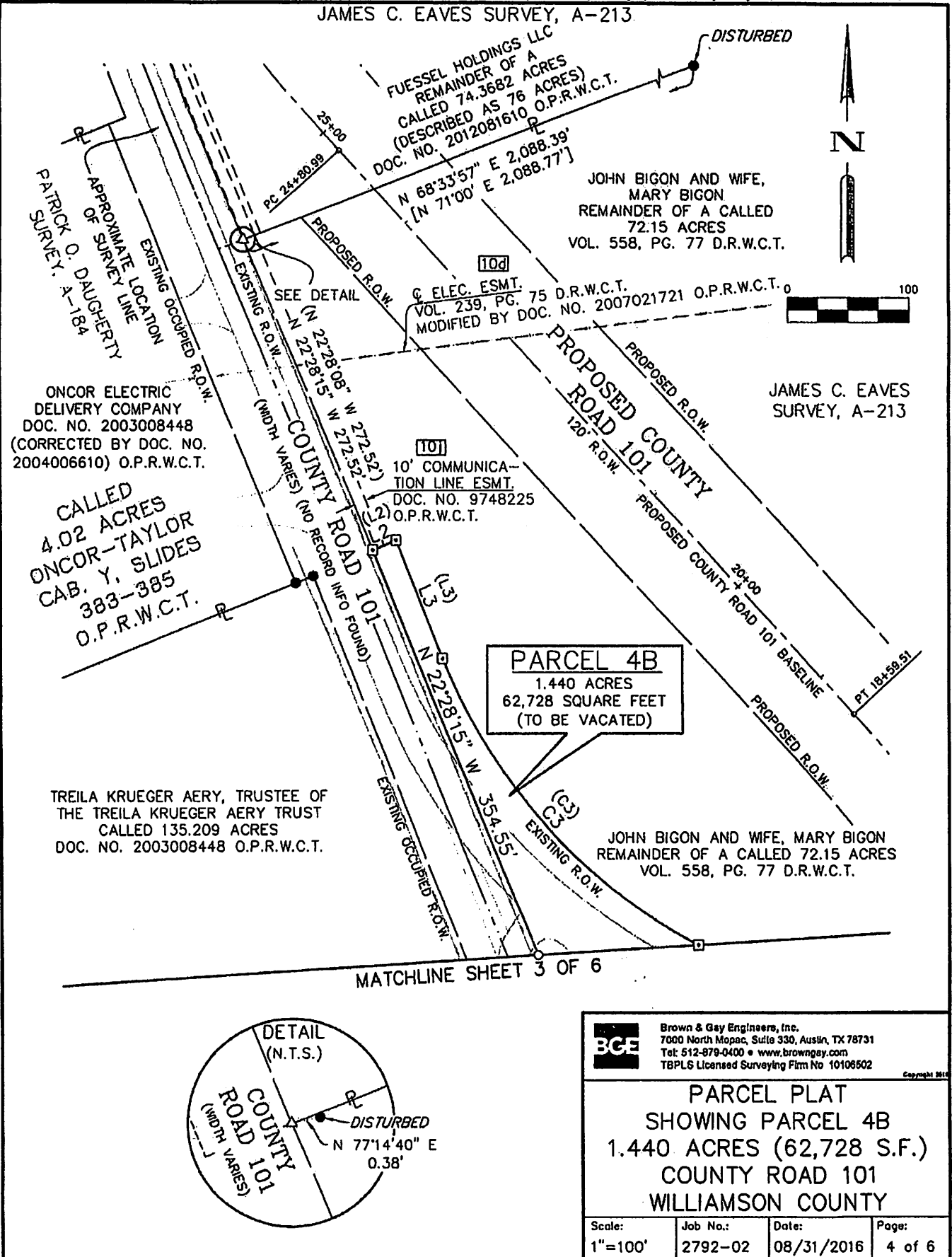


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TBPLS Licensed Surveying Firm No. 10108502

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PARCEL PLAT
SHOWING PARCEL 4B
1.440 ACRES (62,728 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

JAMES C. EAVES SURVEY, A-213



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PARCEL PLAT
SHOWING PARCEL 4B
1.440 ACRES (62,728 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NO. 1622089-GTN, DATED EFFECTIVE JUNE 14, 2016 AND ISSUED ON JUNE 23, 2016.

- 10c. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE 543, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS EASEMENT NOW LIES WITHIN DEDICATED RIGHT-OF-WAY.
- 10d. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 75, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS MODIFIED BY EASEMENT AND AGREEMENT RECORDED IN DOCUMENT NO. 2007021721, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 80, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS MODIFIED BY EASEMENT AND AGREEMENT RECORDED IN DOCUMENT NO. 2007021720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10f. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 303, PAGE 182, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10g. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 348, PAGE 384, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT.
- 10h. WATER LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 504, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 640, PAGE 91, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10j. COMMUNICATION LINE(S) EASEMENT GRANTED TO GTE SOUTHWEST, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748225, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10k. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO 2008042851, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10l. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO, RECORDED IN DOCUMENT NO'S. 2006045188 AND 2006042885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10m. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2009042802, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10n. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN AGREEMENT REGARDING ORDINANCE 2012-19, RECORDED IN DOCUMENT NO. 2012057357, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10o. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2012057885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.



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PARCEL PLAT
SHOWING PARCEL 4B
1.440 ACRES (62,728 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	5 of 6

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°40'54" W	128.56'
(L1)	(N 22°40'47" W)	(128.56')
L2	N 67°37'39" E	20.95'
(L2)	(N 67°37'46" E)	(20.95')
L3	S 21°55'25" E	102.93'

LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 21°55'18" E)	(102.93')
L4	S 27°19'03" W	37.09'
L5	N 27°19'03" E	27.31'
(L5)	(N 27°19'10" E)	(27.31')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	311.61'	460.00'	38°48'47"	N 42°05'18" W	305.69'
(C1)	(311.61')	(460.00')	(38°48'49")	(N 42°05'11" W)	(305.69')
C2	110.70'	540.00'	11°44'46"	N 55°37'18" W	110.51'
(C2)	(110.71')	(540.00')	(11°44'48")	(N 55°37'11" W)	(110.52')
C3	317.41'	460.00'	39°32'07"	S 41°43'38" E	311.15'
(C3)	(317.41')	(460.00')	(39°32'08")	(S 41°43'31" E)	(311.15')
C4	183.09'	540.00'	19°25'35"	S 51°46'53" E	182.21'
C5	285.26'	1,355.00'	12°03'44"	S 18°27'31" E	284.74'

LEGEND

D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 ELEC. ELECTRIC
 ESMT. EASEMENT
 N.T.S. NOT TO SCALE
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING
 P.O.R. POINT OF REFERENCE
 R.O.W. RIGHT-OF-WAY
 [] RECORD INFORMATION FROM VOL. 558, PG. 77
 () RECORD INFORMATION FROM DOC. NOS. 2008087669 & 2008006702
 — LINE BREAK
 — PROPERTY LINE
 ● FOUND 1/2" IRON ROD
 □ FOUND TXDOT TYPE II MONUMENT
 ○ SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
 △ CALCULATED POINT
 — OVERHEAD POWER
 — EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.




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PARCEL PLAT
 SHOWING PARCEL 4B
 1.440 ACRES (62,728 S.F.)
 COUNTY ROAD 101
 WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 08/31/2016	Page: 6 of 6
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EXHIBIT C

County: Williamson
Parcel: 4C (R.O.W. Vacation)
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 4C

METES & BOUNDS DESCRIPTION FOR A 0.087 ACRE (3,788 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 79, AS CONVEYED TO WILLIAMSON COUNTY AS A 0.171 ACRE TRACT OF LAND DESCRIBED AS PARCEL 44, PART 2, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2008006702 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.087 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,176,909.94, E=3,193,641.59) set on the proposed east right-of-way line of County Road 101 at the intersection with the north right-of-way line of said U.S. Highway 79, on the north line of said 0.171 acre right-of-way parcel for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 69.99 feet right of County Road 101 baseline station 11+18.23;

THENCE, with the north right-of-way line U.S. Highway 79 and the south line of the remainder of a called 72.15 acre tract of land as conveyed to John Bigon and wife, Mary Bigon by warranty deed recorded in Volume 558, Page 77 of the Deed Records of Williamson County, Texas the following four (4) courses:

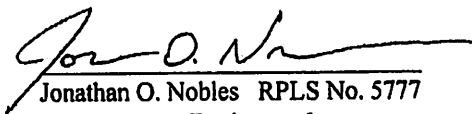
1. N 69°43'53" E, a distance of 63.49 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most northerly northeast corner of the herein described tract, 132.93 feet right of County Road 101 baseline station 11+26.27;
2. S 22°33'35" E, a distance of 36.12 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract, 139.12 feet right of County Road 101 baseline station 10+91.02;
3. N 71°55'04" E, a distance of 35.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most easterly northeast corner of the herein described tract, 174.10 feet right of County Road 101 baseline station 10+94.32; and
4. S 22°39'25" E, a distance of 34.21 feet to a 1/2-inch iron found at the most southerly southwest corner of said Bigon remainder tract, for the southeast corner of the herein described tract, 180.03 feet right of County Road 101 baseline station 10+60.63;

THENCE, over and across said U.S. Highway 79 right-of-way, S 83°31'14" W, a distance of 68.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 112.14 feet right of County Road 101 baseline station 10+68.02;

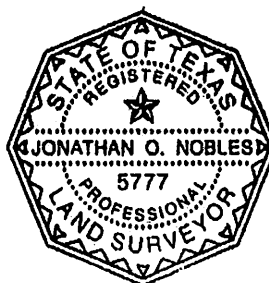
THENCE, continuing over and across the right-of-way of said U.S. Highway 79, N 52°41'39" W, a distance of 65.56 feet to the **POINT OF BEGINNING** and containing 0.087 acres (3,788 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 6, 2017 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

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TBPLS Registered Surveying Firm No. 10106502



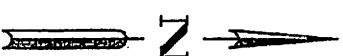
8/17/2017
Date

Client: Williamson County
Date: August 17, 2017
Job No: 2792-02

JAMES C. EAVES SURVEY, A-213

JAMES C. EAVES
SURVEY, A-213

JOHN BIGON AND WIFE, MARY BIGON
REMAINDER OF A CALLED 72.15 ACRES
VOL. 558, PG. 77 D.R.W.C.T.



P.O.B. STA 11+18.23
GRID COORDINATES:
N: 10,176,909.94
E: 3,193,641.59

PARCEL 4C
0.087 ACRES
3,788 SQUARE FEET

PROPOSED R.O.W.
120' R.O.W.
PROPOSED COUNTY ROAD 101
PROPOSED COUNTY ROAD 101 BASELINE
HATCHED R.O.W. AREA TO BE VACATED

U.S. HIGHWAY 79
(WIDTH VARIES)

0.024 AC. SIGN ESMT. AGREEMENT
DOC. NO. 2009042801 O.P.R.W.C.T.

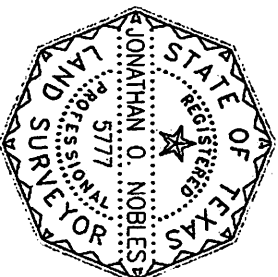
LEGEND

D.R.W.C.T. DEED RECORDS OF WILLAMSON COUNTY, TEXAS
ELEC. ELECTRIC
ESMT. EASEMENT
N.T.S. NOT TO SCALE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
R.O.W. RIGHT-OF-WAY
() RECORD INFORMATION FROM VOL. 558, PG. 77
() RECORD INFORMATION FROM DOC. NOS. 2008087669 & 2008006702
LINE BREAK
PROPERTY LINE
FOUND 1/2" IRON ROD
SET 1/2" IRON ROD WITH "BGE INC" CAP
SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
OVERHEAD POWER
EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 69°43'53" E	63.49'
L2	S 22°33'35" E	36.12'
L3	N 71°55'04" E	35.14'
L4	S 22°39'25" E	34.21'
L5	S 83°31'14" W	68.29'
L6	N 52°41'39" W	65.56'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND.



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PARCEL PLAT
SHOWING PARCEL 4C
0.087 ACRES (3,788 S.F.)
COUNTY ROAD 101
WILLAMSON COUNTY

Scale: 1"=100'
Job No.: 2792-02
Date: 08/17/2017
Pages: 3 of 4

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NO. 1622089-GTN, DATED EFFECTIVE JULY 31, 2017 AND ISSUED ON AUGUST 8, 2017.

- 10d. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 75, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS MODIFIED BY EASEMENT AND AGREEMENT RECORDED IN DOCUMENT NO. 2007021721, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10f. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 303, PAGE 182, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10g. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 348, PAGE 384, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT.
- 10h. WATER LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 504, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10k. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO 2008042851, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10l. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO, RECORDED IN DOCUMENT NO'S. 2006045188 AND 2006042885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10o. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2012057885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10t. ELECTRIC AND TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE 243, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT.
- 10u. WATER LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 564, PAGE 42, REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT IS NOT ABLE TO BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10v. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN DOCUMENT NO. 96667096, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10w. EASEMENT AND RIGHT-OF-WAY FOR THE USE, MAINTAIN AND REPAIR OF ADVERTISING BILLBOARD GRANTED TO JOHNSON HOLDINGS, L.P. RECORDED IN DOCUMENT NO. 2002011205, FURTHER AFFECT BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2009045853, BOTH OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10x. TERMS, CONDITIONS, AND STIPULATIONS IN LOCATION SPACE AGREEMENT, RECORDED IN DOCUMENT NO. 2002013929, FURTHER AFFECTED BY ASSIGNMENT RECORDED IN DOCUMENT NO'S. 2002090865 & 2003067906, ALL OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10y. TERMS, CONDITIONS, STIPULATIONS, EASEMENTS IN SIGN EASEMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2009042801, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10z. TERMS, CONDITIONS, AND STIPULATIONS IN AGREEMENT REGARDING ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.



Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-678-0400 • www.browngay.com
TSPS Licensed Surveying Firm No 10106502

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PARCEL PLAT
SHOWING PARCEL 4C
0.087 ACRES (3,788 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 08/17/2017	Page: 4 of 4
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EXHIBIT "D"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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 WILLIAMSON COUNTY, TEXAS, 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 Mr. W Fireworks, Inc., 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 JOHN BIGON and MARY BIGON all 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 that certain 1.440 acre (62,728 SF) tract of land situated in the James C. Eaves Survey, Abstract No. 213 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

All of that certain 0.087 acre (3,788 SF) tract of land situated in the James C. Eaves Survey, Abstract No. 213 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "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, gas or other mineral leases, mineral severances, 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.

THIS CONVEYANCE OF THE PROPERTY TO SELLER IS MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER

HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DISCLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY.

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 Mr. W Fireworks, Inc. and its assigns forever; and Grantors doe hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 17th day of October, 2017.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis
County Judge

ACKNOWLEDGMENT

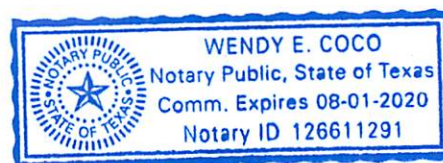
STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 17th day of October, 2017 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Wendy E. Coco
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO:

11/8/2016 2:05:47 PM pdf.pltcfq
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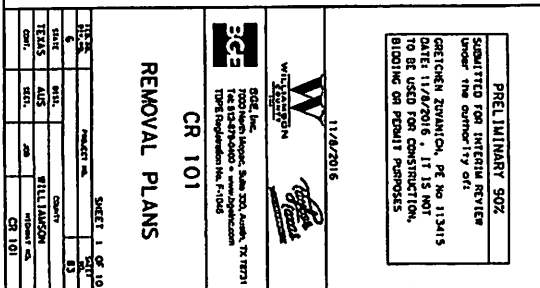


EXHIBIT "E" (Page 2 of 2)

106.1 to 110.2

ITEM 106

OBLITERATING ABANDONED ROAD

106.1. Description. Obliterate designated sections of abandoned road.

106.2. Construction. Strip and windrow existing topsoil before shaping operations. Remove asphaltic pavement in accordance with applicable item. Remove material designated as salvageable in accordance with applicable items. Remove abandoned structures unless otherwise shown on the plans. Scarify and mix the abandoned roadbed with soil and blade to produce a smooth, uniform appearance. Fill, cut, and shape the designated sections of the abandoned road to blend into the surrounding terrain. Eliminate ditches except where needed to facilitate drainage. Cover disturbed areas with topsoil after shaping operations to facilitate establishment of vegetation.

106.3. Measurement. This Item will be measured by the 100-ft. station along the baseline of the abandoned roadway.

106.4. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Obliterating Abandoned Road." This price is full compensation for salvaging and replacing topsoil; stockpiling or disposal of materials; removal of abandoned structures; scarifying, mixing, and shaping abandoned road; furnishing and operating equipment, and labor, tools, and incidentals.

ITEM 110

EXCAVATION

110.1. Description. Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

110.2. Construction. Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather, at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

EXHIBIT "F"

Parcel 4

DEED

County Road 101 Road Right of Way

THE STATE OF TEXAS

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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 JOHN BIGON AND MARY BIGON, 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 3.493 acre (152,136 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 4)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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:

John Bigon

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the _____ day of _____,
2017 by John Bigon in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Mary Bigon

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Mary Bigon 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: