

## **REAL ESTATE CONTRACT**

Seward Junction SE – Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by CIANO PASTA (collectively 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 0.0405 acre (1,762 square feet) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**); and

Drainage Easement interest in and across that certain 0.0722 acre (3,145 square feet) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 5DE**);

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

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, together with the Drainage Easement interest described in Exhibit "B", and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of TWENTY-SIX THOUSAND and 00/100 Dollars (\$26,000.00).

#### **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 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 December 31<sup>st</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 Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

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

(2) Deliver to Purchase a duly executed and acknowledged Drainage Easement conveying such interest in and to all of the Property Described in Exhibit "B." The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein.

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

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

#### Prorations

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

#### Closing Costs

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

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

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### **Notice**

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

### **Texas Law to Apply**

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

### **Parties Bound**

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

### **Legal Construction**

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

### **Prior Agreements Superseded**

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

### **Time of Essence**

8.06. Time is of the essence in this Contract.

### **Gender**

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

Memorandum of Contract

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

Compliance

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

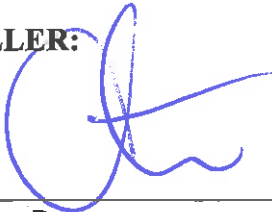
Effective Date

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

Counterparts

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

**SELLER:**



Ciano Pasta

Date:


12/01/17

Address:

12434 Howewood Tr  
Houston, TX 77077

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis  
County Judge

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

Date: 12-15-2017

# EXHIBIT "A"

0.0405-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1785(gt)  
Page 1 of 4

## FIELD NOTES DESCRIPTION – PARCEL 5

DESCRIPTION OF 0.0405 ACRE (1,762 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.32 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CIANO PASTA OF RECORD IN DOCUMENT NO. 2000033370, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.0405 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point, 39.18 feet left of Williamson County Road 259 Baseline Station 208+36.47, in the existing north right-of-way line of County Road 259, at the southwest corner of the said 10.32 acre tract, same being the southeast corner of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the tract described herein, from said calculated point, a 1/2-inch iron rod found bears S 09° 31' 08" E, a distance of 0.20 feet;

**THENCE** N 09° 31' 08" W, with the west line of the said 10.32 acre tract, same being the east line of the said Lot 3, Seward Junction Commercial Park, and with the west line of the tract described herein, a distance of 40.30 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 208+19.43, for the north corner of the tract described herein;

**THENCE** leaving the east line of the said Lot 3, Seward Junction Commercial Park, and crossing the said 10.32 acre tract with the proposed north right-of-way line of County Road 259 and with the north line of the tract described herein, with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 95.69 feet and a chord which bears S 69° 18' 02" E, a distance of 95.62 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 209+05.55, in the existing north right-of-way line of County Road 259, same being the south line of the said 10.32 acre tract, for the east corner of the tract described herein, from which a 1/2-inch iron rod found at an angle point in the existing north right-of-way line of County Road 259, same being the south line of the said 10.32 acre tract, bears N 85° 53' 24" E, a distance of 365.19 feet;

**THENCE** S 85° 53' 24" W, with the existing north right-of-way line of County Road 259, same being the south line of the said 10.32 acre tract, and with the south line of the tract described herein, a distance of 83.00 feet to the **POINT OF BEGINNING** and containing 0.0405 acre (1,762 square feet) of land, more or less.

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

BOWMAN WORD FILE: FN1785(gt)



0.0405-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5589-02-001  
FN1785(gt)  
Page 2 of 4

THE STATE OF TEXAS

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§  
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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

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

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



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



CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C5	750.00'	95.69'	S 69°18'02" E	95.62'

SEWARD JUNCTION  
COMMERCIAL PARK  
CAB. W. SLIDES 318-319. P.R.W.C.TX.

LOT 2

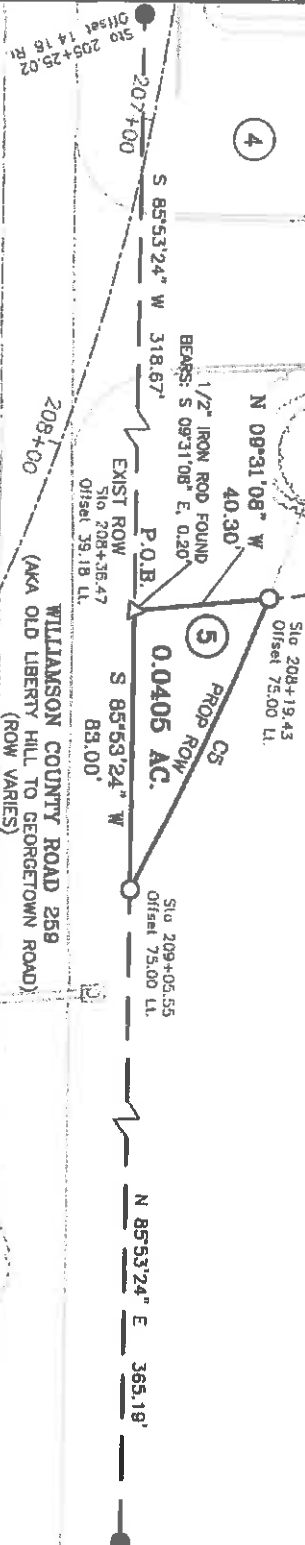
SCALE: 1"=50'  
AUGUST, 2016  
WILLIAMSON COUNTY,  
TEXAS

BASELINE CURVE DATA  
PI STATION = 207+83.08  
DELTA = 64°32'09" (RT)  
TANGENT OF CURVE = 09°31'08" (RT)  
LENGTH = 426.19  
RADIUS = 760.28  
PC STATION = 203.00  
PT STATION = 211+17.18

N 09°31'08" W 207.39'

(10.32 AC.)  
CIANO PASTIA  
SPECIAL WARRANTY DEED  
DOC. NO. 2000033370, O.P.R.W.C.TX.

**LEGEND**  
● 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)  
○ 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BOC" SET  
△ CALCULATED POINT  
( ) RECORD INFORMATION  
P.O.B. POINT OF BEGINNING  
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS  
O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



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**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-4880 Fax: (512) 327-4082  
www.bowmanconsulting.com © Bowman Consulting Group Ltd.

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

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1785

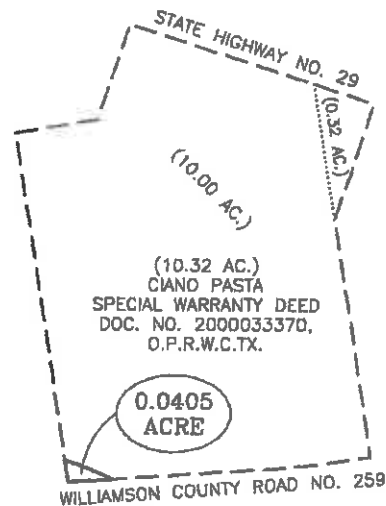
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PAGE 3 OF 4

FILE: \\Longhorn\new\_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\EN-Parcels\ROW\SK1785(at).CR259-ROW Parcel 5\_Cano Pasta.dwg

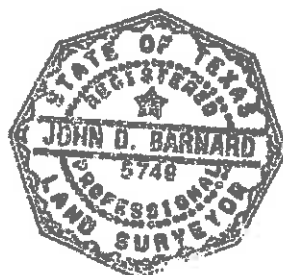
#### NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011ALD1.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON DB-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET  
(NOT TO SCALE)

**PROPOSED PARCEL ACQUISITION TABLE**  
RECORD PROPERTY AREA = 10.32 ACRES  
PROPOSED ROW ACQUISITION AREA = 0.0405 ACRE  
CALCULATED REMAINDER AREA = 10.2795 ACRES



#### SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

DATE

8/24/2016

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone (512) 327-1180 Fax (512) 327-4052  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1785**

DATE: Aug 23, 2016-4:50pm

PAGE 4 OF 4

# EXHIBIT "B"

0.0722-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1871-R1(gt)  
Page 1 of 4

## FIELD NOTES DESCRIPTION - 5DE

DESCRIPTION OF 0.0722 ACRE (3,145 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.32 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CIANO PASTA OF RECORD IN DOCUMENT NO. 2000033370, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.0722 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a calculated point, 39.18 feet left of Williamson County Road 259 Baseline Station 208+36.47, in the existing north right-of-way line of County Road 259, at the southwest corner of the said 10.32 acre tract, same being the southeast corner of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the southwest corner of a 0.0405 acre proposed right-of-way parcel (ROW Parcel 5) for Williamson County Road No. 259, from said calculated point, a 1/2-inch iron rod found bears S 09° 31' 08" E, a distance of 0.20 feet;

**THENCE** N 09° 31' 08" W, with the west line of the said 10.32 acre tract, same being the east line of the said Lot 3, Seward Junction Commercial Park, and with the west line of Parcel 5, a distance of 40.30 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 208+19.43, for the north corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 09° 31' 08" W, continuing with the west line of the said 10.32 acre tract, same being the east line of the said Lot 3, Seward Junction Commercial Park, a distance of 27.84 feet to a calculated point for the north corner of the tract described herein;

**THENCE** leaving the east line of the said Lot 3, Seward Junction Commercial Park, and crossing the said 10.32 acre tract with the arc of a curve to the right, having a radius of 775.00 feet, an arc distance of 155.18 feet and a chord which bears S 68° 08' 24" E, a distance of 154.92 feet to a calculated point in the existing north right-of-way line of said County Road 259, same being the south line of the said 10.32 acre tract, for the east corner of the tract described herein, from which a 1/2-inch iron rod found at an angle point in the existing north right-of-way line of County Road 259, same being the south line of the said 10.32 acre tract, bears N 85° 53' 24" E, a distance of 315.34 feet;

**THENCE** S 85° 53' 24" W, with the existing north right-of-way line of County Road 259, same being the south line of the said 10.32 acre tract, and with the south line of the tract described herein, a distance of 49.85 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the east corner of said Parcel 5, 75.00 feet left of County Road 259 Baseline Station 209+05.55;

**THENCE** leaving the existing north right-of-way line of said County Road 259, and crossing said 10.32 acre tract with the north line of said Parcel No. 5, being the arc of a curve to the left, having a radius of 750.00 feet, an arc distance of 95.69 feet and a chord which bears N 69° 18' 02" W, a distance of 95.62 feet to the **POINT OF BEGINNING** and containing 0.0722 acre (3,145 square feet) of land, more or less.

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

**BOWMAN WORD FILE:** FN1871-R1(gt)



0.0722-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1871-R1(gt)  
Page 2 of 4

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

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

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



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



LOT 2

SEWARD JUNCTION  
COMMERCIAL PARK  
CAB. W. SLIDES 31B-319, P.R.W.C.TX.

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



BASELINE CURVE DATA:  
PI STATION = 207+83.08  
DELTA = 64.32° 09' (RT)  
TANGENT LENGTH = 426.19  
RADIUS = 780.29  
PC STATION = 203+00  
PT STATION = 211+17.18

N 09°31'08" W 179.55'

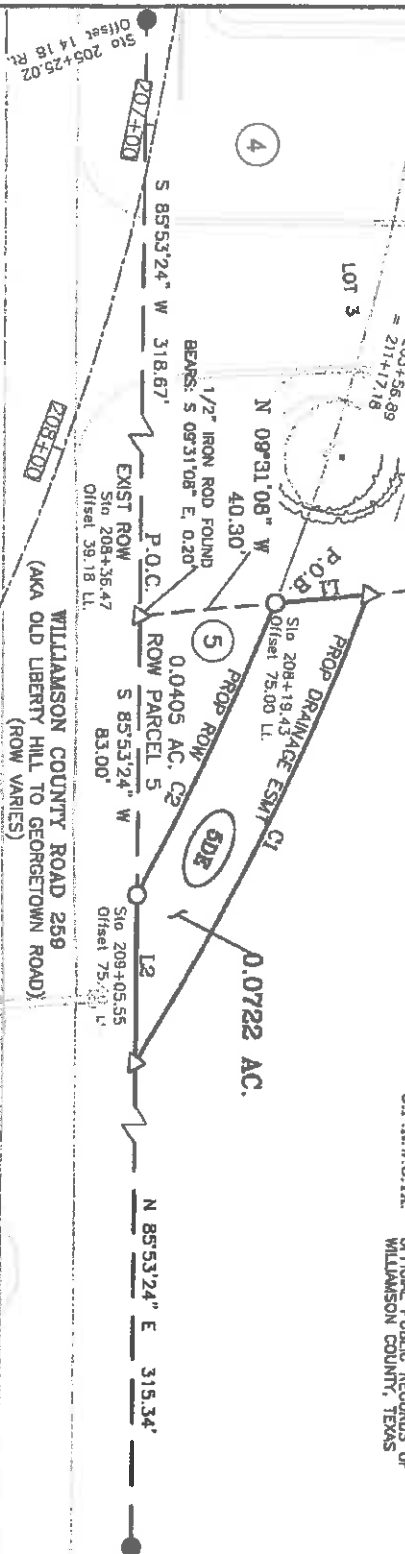
(10.32 AC.)  
CIANO PASTA  
SPECIAL WARRANTY DEED  
DOC. NO. 2000033370, O.P.R.W.C.TX.

CURVE TABLE			
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING
C1	775.00'	155.18'	S 66°08'24" E
C2	750.00'	95.69'	N 69°18'02" W

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 09°31'08" W	27.84'
L2	S 85°53'24" W	49.85'

# LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP
- △ STAMPED "BC" SET
- ( ) CALCULATED POINT
- △ RECORD INFORMATION
- ( ) POINT OF BEGINNING
- P.R.W.C.TX. PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS



FILE: \\Longhorn\map\survey\working\FN-Parcels\Easement\SK1871-R1.dwg CR259-DE Parcel 5 Ciano Pasta.dwg

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-1190 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

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

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1871-R1

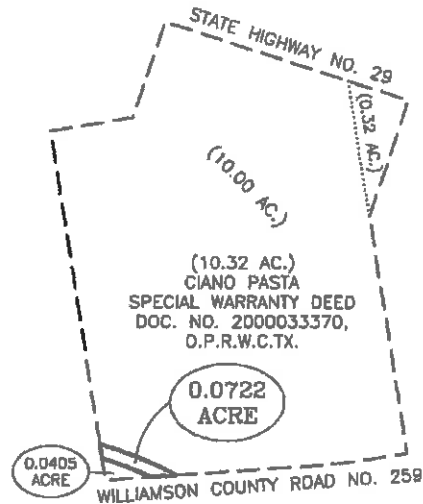
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PAGE 3 OF 4

FILE: \\Longhorn\new\_projects\0055569-02-001 (SUR) - SF WA 1\Survey\Working\FN-Parcels\Easement\SK1871-R1\011-CR259-DE Parcel 5\_Ciano Pasta.dwg

**NOTES:**

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 03-06-2016.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET  
(NOT TO SCALE)

**PROPOSED PARCEL ACQUISITION TABLE**  
RECORD PROPERTY AREA = 10.32 ACRES  
PROPOSED ROW ACQUISITION AREA = 0.0405 ACRE  
CALCULATED REMAINDER AREA = 10.2795 ACRES

PROPOSED DRAINAGE EASEMENT AREA = 0.0722 ACRE



**SURVEYOR CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 5749,  
STATE OF TEXAS

*8/24/2016*  
DATE

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd  
3101 Bow Cave Road, Suite 100, Austin, Texas 78748  
Phone (512) 327-1180 Fax (512) 327-4068  
www.bowmanconsulting.com © Bowman Consulting Group Ltd.

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

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1871-R1**

DATE: Aug 23, 2016-6:35pm

PAGE 4 OF 4

# EXHIBIT "C"

Parcel 5

## DEED

Seward Junction Southeast Road Right of Way – County Road 259

THE STATE OF TEXAS

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§  
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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 CIANO PASTA, not joined by my spouse as the Property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, 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 0.0405 acre (1,762 Sq. Ft.) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 5).

**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 259.

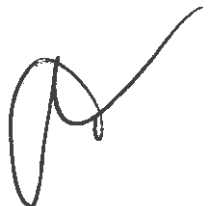
**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors 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.

**GRANTOR:**

\_\_\_\_\_  
Ciano Pasta

A handwritten signature in black ink, appearing to be a stylized 'P' or similar character, located in the bottom right corner of the page.

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Ciano Pasta, 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:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small upward stroke.

# EXHIBIT "D"

Parcel 5DE

## DRAINAGE EASEMENT Seward Junction Southeast Road Right of Way

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That CIANO PASTA, not joined by my spouse as the Property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.0722 (3,145 square feet) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 5DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.



TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

\_\_\_\_\_  
Ciano Pasta

A handwritten signature in black ink, appearing to be a stylized 'J' or 'G' followed by a flourish.

## STATE OF TEXAS

§

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

27

202

Notary Public, State of Texas

**Sheets & Crossfield, P.C.**  
309 East Main  
Round Rock, Texas 78664

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**Sheets & Crossfield, P.C.**  
309 East Main  
Round Rock, Texas 78664

