

## **REAL ESTATE CONTRACT**

San Gabriel Ranch Road Dam – Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by GARY WATSON (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:

Fee simple interest in and to all of that certain 0.374 acre (1,627 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**); and

Temporary Drainage Easement interest in and across that certain 0.33 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 5DE**); and

Temporary Workspace and Staging Easement and Grading License interest in and across that certain 0.14 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 5TCE**);

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 Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License interests described in Exhibit "B", and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of ELEVEN THOUSAND ONE HUNDRED TWENTY-SEVEN and 00/100 Dollars (\$11,127.00).

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 January 31, 2018, 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 Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License, conveying such interests 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. The Temporary Workspace and Staging Easement and Grading License shall be in the form as shown in Exhibit "E".

(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.

*[signature page follows]*

**SELLER:**

Gary Watson  
Gary Watson

Address: 105 REMUDA

LIBERTY HILL TX 78642

Date: 12-10-2017

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: [Signature]  
Dan A. Gattis  
County Judge

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

Date: 12-21-2-17

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 5  
**Highway:** San Gabriel Ranch Road  
**Limits:** From: South of Remuda Drive  
To: North of Mustang Circle

**DESCRIPTION FOR PARCEL 5**

DESCRIPTION OF A 0.374 ACRE (1,627 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 134, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 0.570 ACRE TRACT OF LAND IN A DEED TO GARY WATSON, RECORDED IN DOCUMENT NO. 2011075102 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.374 ACRE (1,627 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY (ROW) SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a cotton spindle found on the centerline of San Gabriel Ranch Road, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, same being the west line of Lot 131, of said San Gabriel River Ranch subdivision, described as a called 1.41 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX.;

A) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 0.89 feet to a calculated point at the west corner of said Lot 131, and the north corner of Lot 132, of said San Gabriel River Ranch, described as a called 1.280 acre tract of land in deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.Tx.;

B) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 228.43 feet to a calculated point at the intersection of said San Gabriel Ranch Road and Remuda Drive, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, for the west corner of said Lot 132, and the north corner of Lot 133, of said San Gabriel River Ranch, described as a called 0.78 acre tract of land in deed to Joe E. Mireles, Jr., recorded in Document No. 2015108075, O.P.R.W.C.Tx.;

C) **THENCE** S 25°02'24" W, with the centerline of said Remuda Drive, same being the west line of said Lot 133, a distance of 100.01 feet to a calculated point at the west corner of said Lot 133, and the north corner of Lot 134, of said San Gabriel River Ranch, described as a called 0.570 acre tract of land in deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.Tx.;

D) **THENCE** S 61°13'36" E, with the south line of said Lot 133, same being the north line of said Lot 134, a distance of 275.79 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;



- 1) **THENCE** S 61°13'36" E, continuing with said common line of said Lots 133 and 134, a distance of 69.96 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set at the east corner of said Lot 134, the south corner of said Lot 133, the west corner of Lot 37, of said San Gabriel River Ranch, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, O.R.W.C.Tx., and the north corner of Lot 36, of said San Gabriel River Ranch, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, O.R.W.C.Tx., said point being for the northeast corner of the parcel described herein, from which a cotton spindle found, bears N 18°46'24" E, with the common line of said Lots 133 and Lot 37, a distance of 100.02 feet, to a calculated point on the centerline of said San Gabriel Ranch Road, at the east corner of said Lot 133, same being the north corner of said Lot 37, N 61°00'13" W, with the centerline of said San Gabriel Ranch Road, a distance of 1.07 feet;

**THENCE**, with the east line of said Lot 134, same being the west line of said Lot 36, the following two (2) courses and distances numbered 2-3:

- 2) S 18°46'24" W, a distance of 7.54 feet, to a calculated point, and
- 3) S 01°36'19" E, a distance of 19.17 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set, on the proposed south ROW line of San Gabriel Ranch Road (ROW) for the southeast corner of the parcel described herein;

**THENCE**, with said south proposed ROW, over and across the interior of said Lot 134, the following four (4) courses and distances numbered 4-7:

- 4) N 68°03'21" W, a distance of 47.47 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for the southernmost, southwest corner of the parcel described herein;
- 5) N 11°38'34" E, a distance of 16.18 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for an interior angle point in said south proposed ROW,
- 6) N 70°21'21" W, a distance of 22.82 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for the westernmost, southwest corner of the parcel described herein, and

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

- 7) N08°34'56"E, a distance of 18.93 feet to the **POINT OF BEGINNING**, and containing 0.374 acres (1,627 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS

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§  
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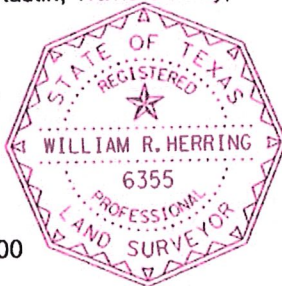
KNOW ALL MEN BY THESE PRESENTS:

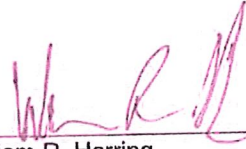
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14<sup>th</sup> day of August, 2017.

SURVEYING AND MAPPING, LLC.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300



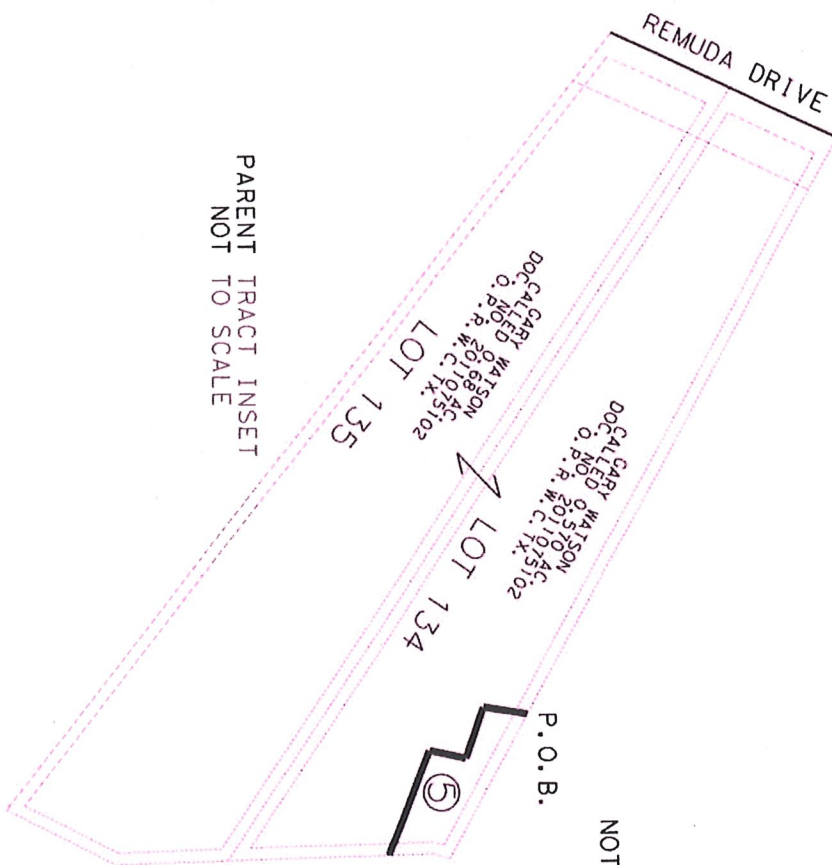
  
William R. Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- COTTON SPINDLE FOUND
- △ CALCULATED POINT
- PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- P.R.W.C.TX. PLAT RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED 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
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010) / NAVD83(2011). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



FILE:J:\1016037466\100\Survey\02Base\VB1\Parcel\5\GRR-Parcel 5-01.dgn

EXISTING	0.570 AC.	ACQUIRE	0.374 AC.	REMAINING	0.196 AC.	RIGHT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064200

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
GARY WATSON  
PARCEL 5  
0.374 AC. (1,627 SQ. FT.)

# JOHN F. WEBBER SURVEY, A-654

GRAPHIC SCALE  
SCALE 1" = 40'  
WILLIAMSON COUNTY, TEXAS

LOT 133  
JOE E. MIRELES, JR.  
CALLED 0.78 AC.  
DOC. NO. 2015108075  
O.P.R.W.C.TX.

SAN GABRIEL RIVER RANCH  
SECTION 1  
CAB. B. SLIDE 94  
P.R.W.C.TX.

LOT 134  
DOC. CALLED GARY WATSON  
O.P.R. 20151075102  
O.P.R.W.C.TX.

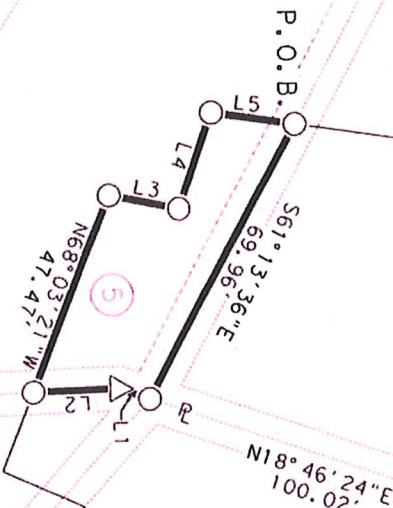
LOT 135  
DOC. CALLED GARY WATSON  
O.P.R. 20151075102  
O.P.R.W.C.TX.

SAN GABRIEL RANCH ROAD  
CAB. B. SLIDE 94  
P.R.W.C.TX.

LOT 38  
MICHAEL A. KROEBER  
CALLED 1.670 AC.  
DOC. NO. 2015029207  
O.P.R.W.C.TX.

LOT 37  
TONI M. BAUGH  
CALLED 1.09 AC.  
DOC. NO. 9723441  
O.R.W.C.TX.

LOT 36  
TONI M. BAUGH  
CALLED 1.09 AC.  
DOC. NO. 9723441  
O.R.W.C.TX.



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EXISTING 0.570 AC. ACQUIRE 0.374 AC. REMAINING 0.196 AC. RIGHT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Registration No. 0064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
GARY WATSON  
PARCEL 5  
0.374 AC. (1,627 SQ. FT.)

PAGE 5 OF 6  
REF. FIELD NOTE NO. 35336



P.O.C. SEE  
DETAIL "C"

SEE  
DETAIL "A"  
GRAPHIC SCALE  
SCALE: 1" = 40'

LOT 131

JOSHUA JOE SOLIS  
CALLED 1.41 AC.  
DOC. NO. 2013015102  
O.P.R.W.C.TX.

LOT 132

JOSHUA JOE SOLIS  
CALLED 1.280 AC.  
DOC. NO. 2013015102  
O.P.R.W.C.TX.

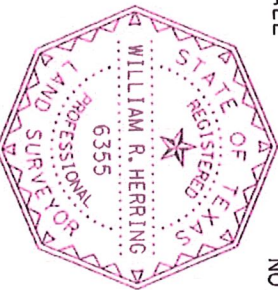
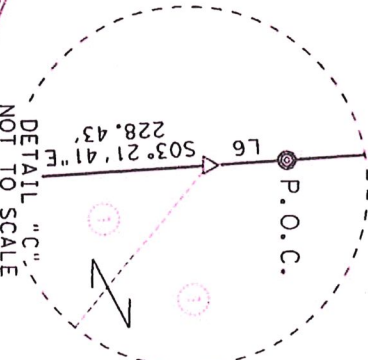
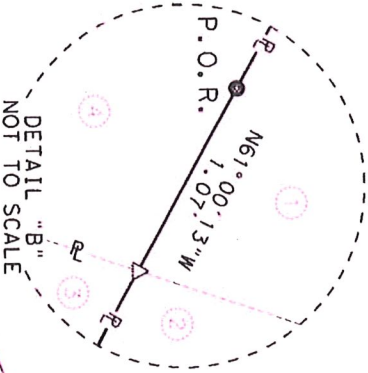
SAN GABRIEL RIVER RANCH  
SECTION 1 94  
CAB. B, SLIDE 94  
P.R.W.C.TX.

(50' REMUDA DRIVE  
WIDE EASEMENT)  
(PER PLAT)  
CAB. B, SLIDE 94  
P.R.W.C.TX.

LOT 133  
JOE E. MIRELES, JR.  
CALLED 0.78 AC.  
DOC. NO. 2015108075  
O.P.R.W.C.TX.

LOT 134  
GARY WATSON  
CALLED 0.570 AC.  
DOC. NO. 20151073102  
O.P.R.W.C.TX.

LINE NO.	BEARING	DISTANCE
L1	S18°46'24"W	7.54'
L2	S01°36'19"E	19.17'
L3	N1°38'34"E	16.18'
L4	N70°21'21"W	22.82'
L5	N08°34'56"E	18.93'
L6	S03°21'41"E	0.89'



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.

WILLIAM R. HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

DATE 6/14/2013

PAGE 6 OF 6  
REF. FIELD NOTE NO. 35336

FILE:J:\1016037466\100\Survey\02Base\VB1\Parcel\5GR-Parcel 5.02.dgn  
EXISTING 0.570 AC. ACQUIRE 0.374 AC. REMAINING 0.196 AC. RIGHT



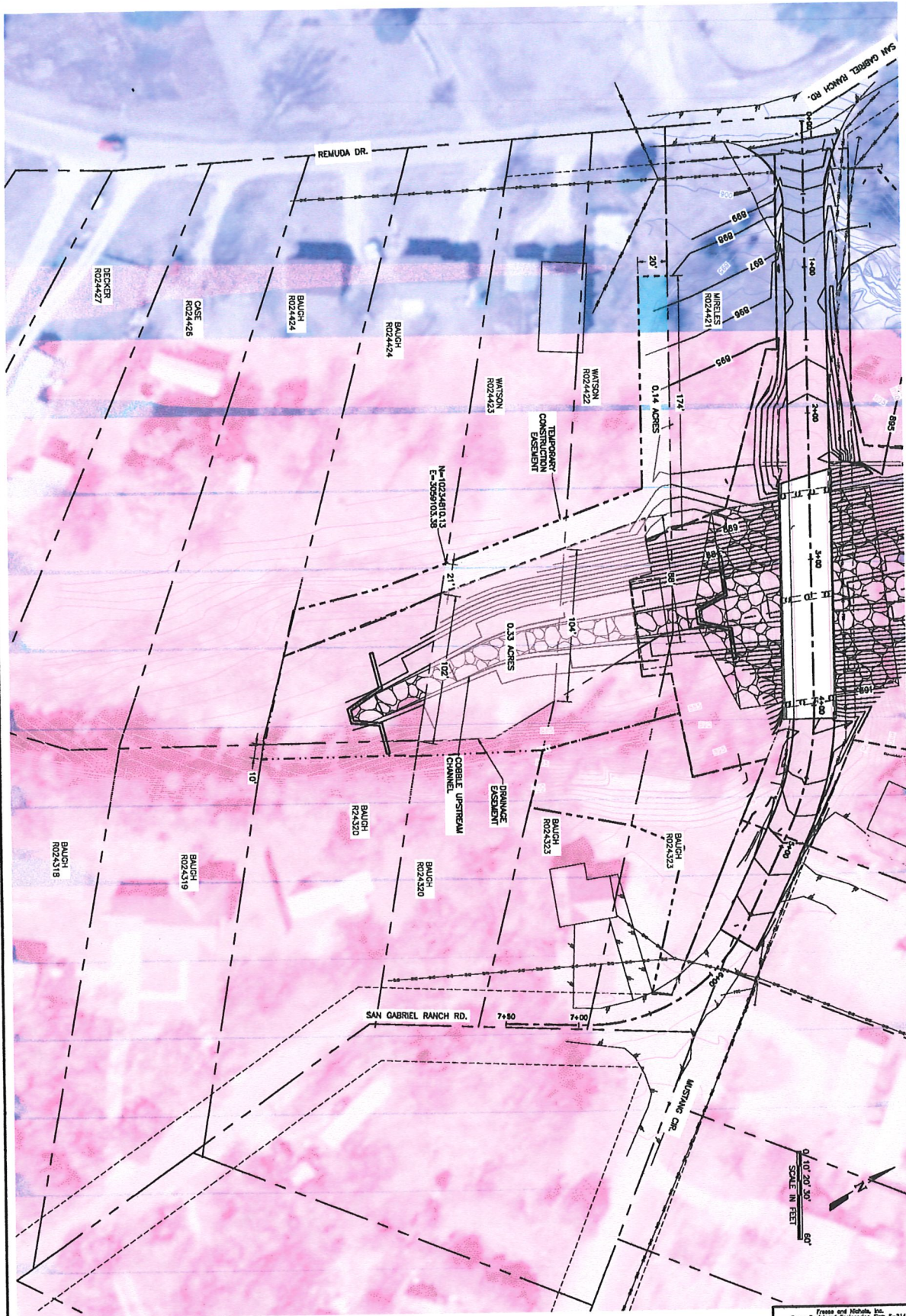
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Reg. No. 10084300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
GARY WATSON  
PARCEL 5  
0.374 AC. (1,627 SQ. FT.)



# EXHIBIT "B"

Date: Aug 01, 2017 - 12:01pm User: d2422 File: R:\Work\Surveying\Projects\ROW\July\_TempConstruction.dwg



NO.	DATE	BY	DATE	FILE NO.
1	5/15/17			W016276
2				
3				
4				
5				
6				
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WILLAMSON COUNTY, TEXAS  
**SAN GABRIEL RANCH ROAD DAM REMOVAL**  
**WATSON TEMPORARY CONSTRUCTION**  
**AND DRAINAGE EASEMENTS**

**FREEE NICHOLS**  
 10431 Wrentham Circle, Suite 300  
 Austin, Texas 78759  
 Phone - (512) 817-3100  
 Fax - (512) 817-3101

**NOT FOR CONSTRUCTION**  
 THIS DOCUMENT IS RELIED UPON FOR THE  
 PURPOSE OF RECORDING AND SHOULD BE  
 REVIEWED BY THE PUBLIC & NOT USED FOR  
 CONSTRUCTION OR OTHER PURPOSES.  
 IT IS NOT TO BE USED FOR CONSTRUCTION  
 OR OTHER PURPOSES.

# EXHIBIT "C"

Parcel 5

## DEED

San Gabriel Ranch Road Bridge

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

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

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

That GARY WATSON, 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 0.374 acre (1,627 Sq. Ft.) of land in the John F. Webber Survey, Abstract No. 654, 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 San Gabriel Ranch Road.

**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 \_\_\_\_\_, 201\_\_.

**GRANTOR:**

\_\_\_\_\_  
Gary Watson



**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by Gary Watson, 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:**

### Parcel 5

## San Gabriel Ranch Road Channel Improvements

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

All of that certain 0.33 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described in Exhibit "A" attached hereto and incorporated herein (**Parcel 5DE**).

The temporary easement, rights and privileges shall also be used for post-construction monitoring, maintenance and modification of the improvements described herein and any ecological uplift within the Easement area pursuant to the requirements of Grantee's proposed U.S. Army Corps of Engineers' Nationwide Permit 14: Linear Transportation Project, and Nationwide Permit 27: Aquatic Habitat Restoration for dam removal and stream restoration at the San Gabriel Ranch Road Dam, Liberty Hill.

00391201.DOC

GRANTEE shall be allowed to extend the duration of the Temporary Drainage Easement identified herein for up to two (2) additional periods of one year each upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$1500 for each additional extension period used.

Grantor hereby retains and shall continue to enjoy the surface of such Temporary Drainage Easement for 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. Provided, however, that Grantor shall specifically be prohibited from mowing, trimming, or otherwise modifying, removing or altering any vegetation or rip rap cobbles within the Property during the term of the Easement unless otherwise authorized by Grantee in writing.

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.

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 temporary 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 storm water drainage or channel and aquatic habitat restoration as described herein, 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 \_\_\_\_\_, 201 \_\_\_\_.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Gary Watson

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

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

# EXHIBIT "E"

Page 1 of 3  
Parcel 5

## **TEMPORARY WORKSPACE AND STAGING EASEMENT AND GRADING LICENSE**

San Gabriel Ranch Road Dam and Channel Improvements

**THE STATE OF TEXAS**

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§

**COUNTY OF WILLIAMSON**

§ **KNOW ALL MEN BY THESE PRESENTS:**

That GARY WATSON to as "Grantor", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("County") does hereby grant to County, its agents, contractors, successors and assigns, hereinafter referred to as "GRANTEE", a temporary workspace and staging easement for the purpose of additional workspace and storage of material and equipment to allow construction of roadway and/or bridge improvements, opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, in-stream vegetative habitat creation and installation of cobbles and other necessary or related material and cross vane drop structures and related appurtenance construction, all to be located within adjacent easements or right of way owned or possessed by GRANTEE ("Project"), in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

GRANTEE is further granted a Grading License for the purpose of placing earthen fill, grading and otherwise modifying the surface grade of the Property, including removal of trees as necessary, to the topographical elevations, slopes, compaction and other details or specifications as shown in Exhibits "A & B" attached hereto and incorporated herein. GRANTEE shall use excavated embankment material from the current San Gabriel Ranch Road Dam to carry out the grade modifications described herein, and shall revegetate the regraded area of the property as required by any Williamson County design manual specifications and/or Project contract documents to stabilize the grade and prevent future erosion.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: \_\_\_\_\_

Following completion of work within the temporary workspace and staging easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

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.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement and License shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of twenty-four (24) months from

the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the bridge, roadway and channel facility Project activities described above, whichever occurs first. Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary workspace and staging areas if approved and determined by the County Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

GRANTEE shall be allowed to extend the duration of the Temporary Workspace and Staging Easement and Grading License identified herein for up to twelve (12) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$250 for each additional extension period used.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTOR:

\_\_\_\_\_  
Gary Watson

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Gary Watson, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

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**AGREED:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Dan A. Gattis, County Judge

**Acknowledgement**

State of Texas  
County of Williamson

This instrument was acknowledged before me on 12/21/17 by  
Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

Wendy E. Coco

Notary Public—State of Texas

After recording return to:

