

REAL ESTATE CONTRACT
San Gabriel Ranch Road Dam – Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by TONI M. BAUGH and NORMAN D. BAUGH (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 0.259 acre (11,300 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 3**); and

Temporary Drainage Easement interest in and across that certain 0.32 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 3DE**); and

Temporary Workspace and Staging Easement and Grading License interest in and across two parcels of land comprising 0.23 acre 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 3TCE**);

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, along with any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THIRTEEN THOUSAND FIVE HUNDRED FIFTY-SIX and 00/100 Dollars (\$13,556.00).

2.01.1. The Purchase Price for 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 FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT and 00/100 Dollars (\$14,588.00).

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 February 28, 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.

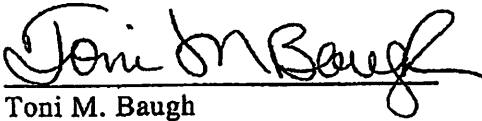
Effective Date

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.

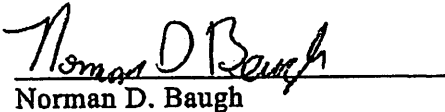
SELLER:


Toni M. Baugh

Address: _____

Date: 2/4/18

Norman Baugh
1204 San Gabriel FR
Liberty Hill, TX 78642

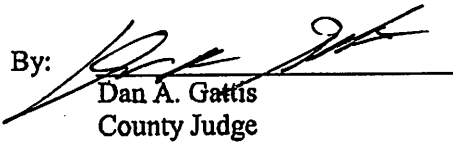

Norman D. Baugh

Address: _____

Date: 2-4-18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 02-16-2018

SELLER:

Toni M. Baugh
Toni M. Baugh

Address: _____

Date: 2/4/18

Norman Baugh
1204 San Gabriel FR
Liberty Hill, TX 78642

Norman D. Baugh
Norman D. Baugh

Address: _____

Date: 2-4-18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 3, Part 1 and 2
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A PARCEL OF LAND TOTALING 0.259 ACRE (11,300 SQ. FT.) OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 37, 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 1.09 ACRE TRACT OF LAND IN A DEED TO TONI M. BAUGH, RECORDED IN DOCUMENT NO. 9723441 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.259 ACRE (11,300 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the centerline intersection of a 50-foot wide road easement (San Gabriel Ranch Road and Mustang Circle), per said plat of San Gabriel River Ranch subdivision, said point being the east corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, of the Official Records of Williamson County, Texas, (O.R.W.C.TX.), same being the north corner of Lot 40, of said San Gabriel River Ranch subdivision, described as a called 0.76 acre tract of land in a deed to Carl Thompson, recorded in Document No. 9915763, O.R.W.C.TX.;

THENCE N 38°17'56" W, with the centerline of said San Gabriel Ranch Road, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, same being the north line of said Lot 37, for the west corner of Lot 39, of said San Gabriel River Ranch subdivision, described as a called 0.77 acre tract of land in a deed to Jeff Dean Case, recorded in Document No. 2002002270, O.P.R.W.C.TX., the south corner of said Lot 38, and the **POINT OF BEGINNING** and the most southerly southeast corner of the parcel described herein;

THENCE departing the centerline of said San Gabriel Ranch Road, with the proposed south right-of-way line of said San Gabriel Ranch Road, over and across said Lot 37, the following five (5) courses and distances numbered 1-5:

- 1) S 50°49'40" W, a distance of 25.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the south line of said San Gabriel Ranch Road easement,
- 2) N 38°17'56" W, a distance of 45.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 3) S 16°17'02" W, departing said San Gabriel Ranch Road easement, a distance of 52.01 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, and
- 4) N 71°39'54" W, a distance of 72.20 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the north line of a 5 foot utility easement, of said San Gabriel River Ranch subdivision,

- 5) S 23°57'51" W, a distance of 5.26 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the south line of said Lot 37 and the north line of Lot 36, of said San Gabriel River Ranch subdivision, 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.,

THENCE with the proposed south ROW of San Gabriel Ranch Road, through the interior of said Lot 36, the following two (2) courses and distances:

- 6) S 23°57'51" W, a distance of 14.98 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 7) N 68°03'21" W, a distance of 19.10 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the common line of said Lot 36 and Lot 134, of said San Gabriel River Ranch subdivision, described as a called 0.570 acre tract of land in a deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.TX., same being the centerline for a 5 foot utility easement, of said San Gabriel River Ranch subdivision, for the southwest corner of the parcel described herein;
- 8) **THENCE** N 01°36'19" W, continuing with the common line of said Lot 36 and said Lot 134, a distance of 19.17 feet to a calculated point;
- 9) **THENCE** N 18°46'24" E, with the common line of said Lot 134 and said Lot 36, a distance of 7.55 feet to a calculated point on the centerline of said 5 foot utility easement, for the south corner of said Lot 133, for the east corner of said Lot 134, for the north corner of Lot 36, and for the west corner of Lot 37;
- 10) **THENCE** N 18°46'24" E, with the common line of said Lot 133 and said Lot 37, a distance of 100.02 feet to a calculated point on the centerline of said San Gabriel Ranch Road, for the south corner of Lot 132, described as a called 1.28 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX., the southwest corner of said Lot 38, for the west corner of said Lot 38, the east corner of said Lot 133 for the north corner of and the north corner of said Lot 37 and the parcel described herein, from which a cotton spindle found bears N 61°00'13" W, a distance of 1.07 feet;

THENCE with the centerline of said San Gabriel Ranch Road, the following two (2) courses and distances numbered 11-12:

- 11) S 61°00'13" E, a distance of 84.87 feet to a calculated point, and

(THIS SPACE INTENTIONALLY LEFT BLANK)

- 12) S 38°17'56" E, a distance of 77.54 feet to the **POINT OF BEGINNING**, and containing 0.259 acres (11,300 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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§
§

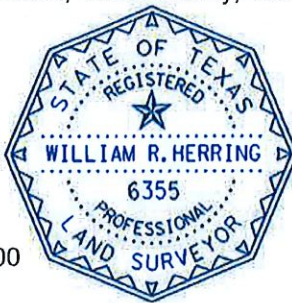
KNOW ALL MEN BY THESE PRESENTS:

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 14th day of August, 2017.

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

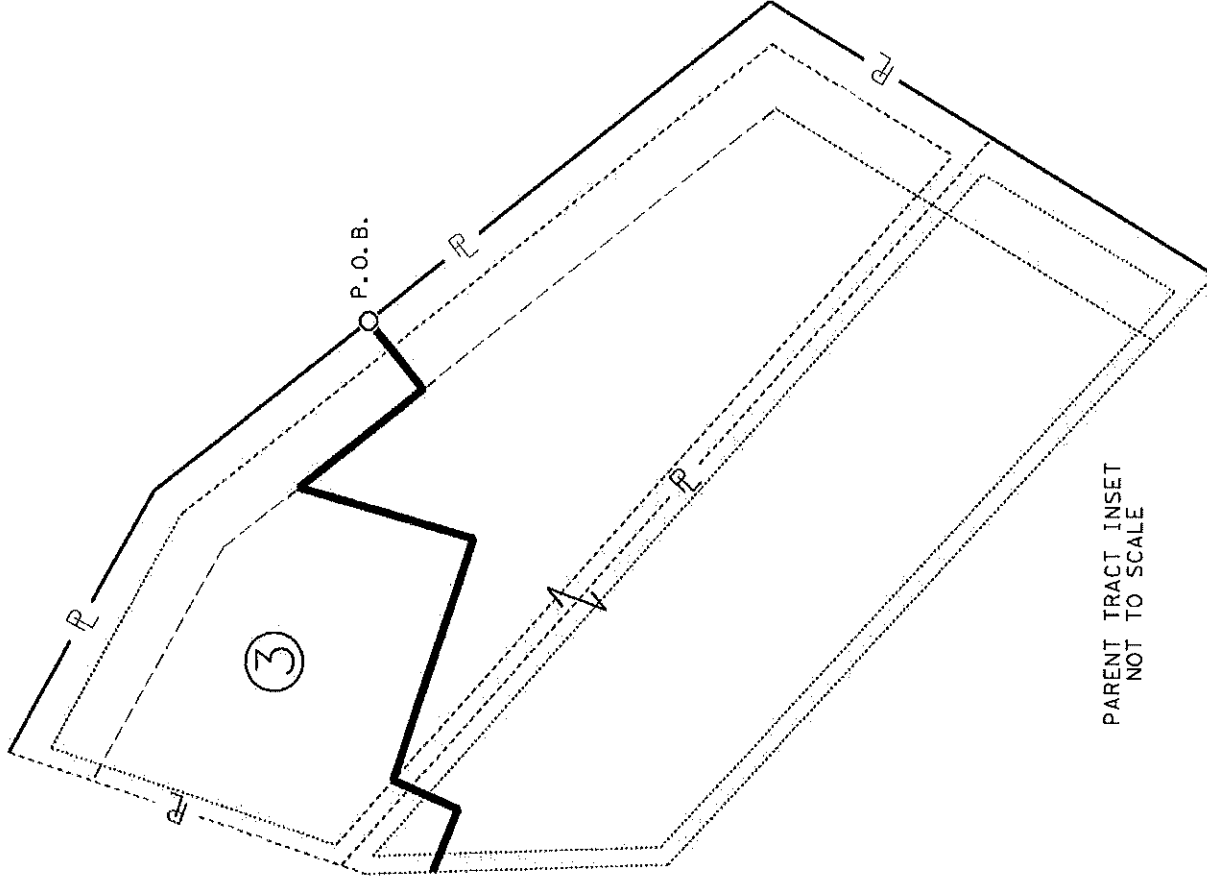




William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- P 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)



PARENT TRACT INSET
NOT TO SCALE

PAGE 4 OF 6
REF. FIELD NOTE NO. 33840

FILE:J:\1016037466\100\Survey\02Base\081\Parcels\SGRR_Parcel 3_01_R1.dgn
EXISTING 1.09 AC. ACQUIRE 0.259 AC. REMAINING 0.831 AC. LEFT

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029
Texas P&M Regulation No. 10064500



RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TONI M. BAUGH
PARCEL 3
0.259 AC. (11,300 SQ. FT.)

NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011)
(EPOCH 2010/NAVDB8(GEOID03)). ALL COORDINATES SHOWN HEREIN
ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE
FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT.
THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED,
THAT ARE NOT SHOWN.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

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

LOT 132

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

LOT 38

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

LOT 39

JEFF DEAN CASE
CALLED 0.77 AC.
DOC. NO. 2002002270
O.P.R.W.C.TX.

JOHN F. WEBBER
SURVEY, A-654

LOT 133

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

SEE
DETAIL "A"

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

LOT 37

GARY WATSON
CALLED 0.570 AC.
DOC. NO. 2011075102
O.P.R.W.C.TX.

LOT 134

LOT 36

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

SAN GABRIEL RANCH ROAD
(50' WIDE EASEMENT)
CAB. B, SLIDE 94
P.R.W.C.TX.

LOT 40

CARL THOMPSON
CALLED 0.76 AC.
DOC. NO. 9915763
O.R.W.C.TX.

PAGE 5 OF 6
REF. FIELD NOTE NO. 33840

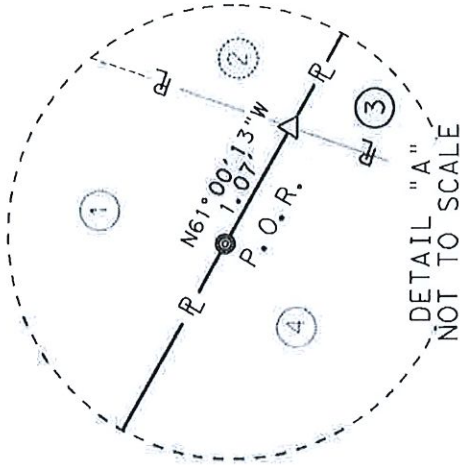
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EXISTING	1.09 AC.	ACQUIRE	0.259 AC.	REMAINING	0.831 AC.	LEFT
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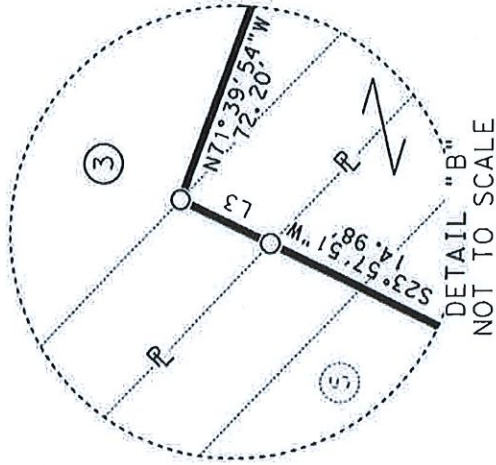


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10060500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TONI M. BAUGH
PARCEL 3
0.259 AC. (11,300 SQ. FT.)



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S50°49'40"W	25.01'
L2	N38°17'56"W	45.06'
L3	S23°57'51"W	5.26'
L4	S23°57'51"W	14.98'
L5	N68°03'21"W	19.10'
L6	N01°36'19"W	19.17'
L7	N18°46'24"E	7.55'



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

8/14/2017
DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 1006-000

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PAGE 6 OF 6

REF. FIELD NOTE NO. 33840

EXISTING 1.09 AC. ACQUIRE 0.259 AC. REMAINING 0.831 AC. LEFT

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TONI M. BAUGH
PARCEL 3
0.259 AC. (11,300 SQ. FT.)



WILLIAMSON COUNTY, TEXAS
SAN GABRIEL RANCH ROAD DAM REMOVAL
BAUGH TEMPORARY CONSTRUCTION
AND DRAINAGE EASEMENTS

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF BEDDING-GARRETT/USDA, P.E.
TEXAS NO:1344898 ON DATE: 8/28/2017
IT IS NOT TO BE USED FOR CONSTRUCTION,
BEDDING OR PERMIT PURPOSES.

EXHIBIT "C"

Parcel 3

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 TONI M. BAUGH and NORMAN D. BAUGH, 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 0.259 acre (11,300 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 3**).

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 _____, 2018.

GRANTOR:

Toni M. Baugh

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Toni M. Baugh, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Norman D. Baugh

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Norman D. Baugh, 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 3

San Gabriel Ranch Road Channel Improvements

KNOW ALL BY THESE PRESENTS:

00394311.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 _____, 2018.

[signature pages follow]

GRANTOR:

Toni M Baugh

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2018 by Toni M. Baugh, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Norman D. Baugh

STATE OF TEXAS §
COUNTY OF _____ §

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

4.

EXHIBIT "E"

TEMPORARY WORKSPACE AND STAGING EASEMENT

San Gabriel Ranch Road Dam and Channel Improvements

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§ KNOW ALL MEN BY THESE PRESENTS:

That TONI M. BAUGH and NORMAN D. BAUGH, referred to as "Grantor", in consideration of \$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.

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 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 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 \$_____ for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2018.

GRANTOR:

Toni M. Baugh

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by
Toni M. Baugh, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Norman D. Baugh

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by
Norman D. Baugh, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on February 16, 2018 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:

