

**REAL ESTATE CONTRACT**  
Bagdad Road/CR 278 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by TD-TUCKER RANCH HOLDINGS, LLC, a Texas limited liability company (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

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

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

All of that certain 3.043 acre (132,566 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 3)**;

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

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of ONE HUNDRED FOURTEEN THOUSAND and 00/100 Dollars (\$114,000.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated off of the Property on or before February 15<sup>th</sup>, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

### 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.

### Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

3.04. Seller and Purchaser agree that Special Warranty Deed delivered at the Closing shall include the following deed restriction (the "New Deed Restriction"):

No utility poles for overhead electric lines or other utility lines shall be permitted on the Property within fifty feet of the northern boundary or the southern boundary of the entry right-of-way for the Highland Oaks subdivision that provides ingress and egress between the Highland Oaks subdivision and County Road 279, as the location of such entry right-of-way is shown on the Final Plat of Highland Oaks Phase 1 recorded as Document No. 2017089429 in the Official Public Records of Williamson County, Texas

#### Inspection

3.05. Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of James H. Jacobs, in his capacity as Manager of the Seller.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY.

PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

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

5.01. The Closing shall be held at the office of Independence Company (the "Title Company") on or before March 31<sup>st</sup>, 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 Special Warranty 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;
- (c) the New Deed Restriction; and
- (d) Any exceptions approved by Purchaser in writing.

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

(2) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(3) 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;

- (b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

### 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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

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:**

TD-TUCKER RANCH DEVELOPMENT, INC.

By:  PRESIDENT

James H. Jacobs,  
President

Address: 4411 South IH-35, Suite 100  
Georgetown, Texas 78626

Date: 2-21-18

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis  
County Judge

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

Date: 02-25-2018

EXHIBIT A

County: Williamson  
Parcel No.: 3  
Highway: Bagdad Road  
Limits: From: 1,500' North of C.R. 278  
To: 100' South of Silver Creek Drive

**DESCRIPTION FOR PARCEL 3**

DESCRIPTION OF A 3.043 ACRE (132,566 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 163.125 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO TD TUCKER RANCH HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2016091159 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.043 ACRE (132,566 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 for the northwest corner of Lot 1A, Block A, Silver Creek Ranch Phase One, a subdivision of record in Cabinet P, Slides 201-203, of the Official Records of Williamson County, Texas (O.R.W.C.TX.), described in a deed to SCR Property Owners Association, Inc., recorded in Document Number 2007044460, O.P.R.W.C.TX., said point being on the south line of said 163.125 acre tract of land;

**THENCE** N 68°57'04" E, with the common line of said Lot 1A and said 163.125 acre tract, a distance of 990.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 92.44 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 543+30.41, on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,202,469.83, E:3,059,984.48) and the southwest corner of the parcel described herein;

**THENCE** departing the common line of said 163.125 acre tract and said Lot 1A, with the proposed west right-of-way line of said Bagdad Road, over and across said 163.125 acre tract, the following six (6) courses and distances numbered 1-6:

- 1) N 13°05'24" W, a distance of 53.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 95.61 feet left of Bagdad Road E.C.S. 543+84.09, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 112.59 feet, through a central angle of 01°16'16", having a radius of 5,075.00 feet, and a chord that bears N 12°27'16" W, a distance of 112.59 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 99.66 feet left of Bagdad Road E.C.S. 544+98.32, said point being the beginning of a curve to the right,
- 3) With said curve to the right, an arc distance of 713.23 feet, through a central angle of 08°02'08", having a radius of 5,085.51 feet, and a chord that bears N 10°12'53" W, a distance of 712.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 113.56 feet left of Bagdad Road E.C.S. 552+00.94, said point being the beginning of a curve to the right,

- 4) With said curve to the right, an arc distance of 211.06 feet, through a central angle of 02°22'08", having a radius of 5,105.00 feet, and a chord that bears N 02°36'47" W, a distance of 211.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 107.27 feet left of Bagdad Road E.C.S. 554+07.35,
  - 5) N 01°25'43" W, a distance of 180.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 555+84.58, and
  - 6) N 55°59'23" W, a distance of 52.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.52 feet left of Bagdad Road E.C.S. 556+14.84 on the north line of said 163.125 acre tract, same being the south line of a 6.829 acre tract of land, as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;
- 7) **THENCE** N 69°26'57" E, departing the proposed west right-of-way line of said Bagdad Road, with the common line of said 163.125 acre tract and said 6.829 acre tract, a distance of 156.25 feet to a calculated point 0.11 feet right of Bagdad Road E.C.S. 556+66.03 on the existing west right-of-way line of said Bagdad Road, no record information found, for the northeast corner of said 163.125 acre tract and the parcel described herein, from which a 1/2-inch iron rod with cap stamped "WALKER 5283" found for the southeast corner of said 6.829 acre tract bears N 69°26'57" E, a distance of 16.46 feet;
- THENCE** departing the common line of said 163.125 acre tract and said 6.829 acre tract, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 8-9:
- 8) S 04°13'09" E, a distance of 946.37 feet to a calculated point 23.81 feet left of Bagdad Road E.C.S. 547+20.84, and
  - 9) S 08°47'26" E, a distance of 378.26 feet to a 1/2-inch iron rod found 36.10 feet left of Bagdad Road E.C.S. 543+41.92 for the northeast corner of said Lot 1A, the southeast corner of said 163.125 acre tract and the parcel described herein;

10) **THENCE** S 68°57'04" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said 163.125 acre tract and said Lot 1A, a distance of 57.50 feet to the **POINT OF BEGINNING**, and containing 3.043 acres (132,566 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 using a combined scale factor of 1.000140

THE STATE OF TEXAS

§  
§  
§

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 17<sup>th</sup> day of May, 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





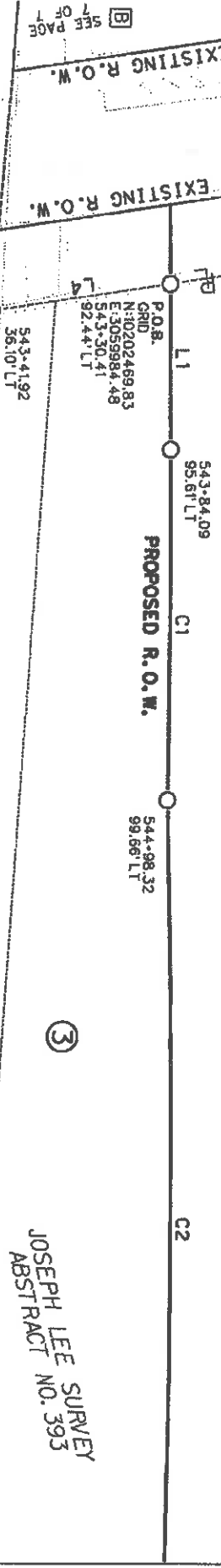
WILLIAMSON COUNTY, TEXAS

SILVER CREEK DRIVE  
(50' ROW)  
PER PLAT SILVER CREEK  
RANCH PHASE ONE  
P. SLIDES 201-203  
O.R.W.C.TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Std 544+22.93  
N = 10,204,004.70  
E = 3,060,188.76  
Δ = 01°21'18" (L.T.)  
D = 00°52'53"  
L = 165.07'  
R = 82.54'  
PC Std 543+40.39  
PT Std 545+05.46

TD TUCKER RANCH  
HOLDINGS, LLC  
CALLED 163.125 AC.  
DOC. NO. 2016091159  
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Std 551+41.48  
N = 10,204,710.15  
E = 3,060,152.12  
Δ = 08°32'45" (R.T.)  
D = 01°08'45"  
L = 831.93'  
R = 116.93'  
PC Std 547+24.55  
PT Std 555+56.49



# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ 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
- 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
- 1 DISTANCE NOT TO SCALE
- 1 DEED LINE (COMMON OWNERSHIP)

FILE: \\sam\engineering\PROJECTS\1016036782\100\Survey\02Base\DCN V81\Parcels\3-1.RI.dgn  
EXISTING 163.125 AC. ACQUIRE 3.043 AC. REMAINING 160.082 AC. LEFT

WILLIAMSON COUNTY  
DOC. NO. 2007053301  
O.P.R.W.C.TX.

PROPOSED R.O.W.

JOSEPH LEE SURVEY  
ABSTRACT NO. 393

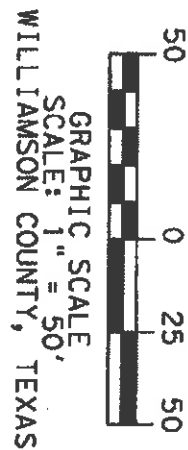


4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 328-3029  
Texas Firm Registration No. 0034-020

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TD TUCKER RANCH HOLDINGS, LLC  
PARCEL 3  
3.043 AC. (132,566 SQ. FT.)

ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI Sta 551+41.48  
 N = 10,204.710.15  
 E = 3,060.352.12  
 Δ = 09°32'00" (RT)  
 D = 01°08'45"  
 L = 831.94'  
 T = 416.93'  
 PC Sta 547+24.55  
 R = 5,000.00'  
 PT Sta 555+56.49

TD TUCKER RANCH  
 HOLDINGS, LLC  
 CALLED 163.125 AC.  
 DOC. NO. 2016091159  
 O.P.R.W.C.TX.



C2

PROPOSED R.O.W.

552+00.94  
 113.56' LT

C3

(3)

JOSEPH LEE SURVEY  
 ABSTRACT NO. 393

BAGDAD ROAD  
 ENGINEER'S CENTERLINE

20' ELECTRIC EASEMENT  
 DOC. NO. 1998020839  
 O.P.R.W.C.TX.

549+00

S04°13'09"E 946.37'  
 (S02°38'49"E 945.15')

551+00

552+00

EXISTING R.O.W.

COUNTY ROAD 279  
 (BAGDAD ROAD)  
 (NO RECORD FOUND)

EXISTING R.O.W.

PROPOSED R.O.W.

JULIE LI  
 CALLED 19.32 AC.  
 DOC. NO. 2016119754  
 O.P.R.W.C.TX.

FILE: \\sami\cme\projects\1016036782\100\Survey\02Bogard\DN V81\Parcel\sp-3.2.R1.dgn  
 EXISTING 163.125 AC. ACQUIRE 3.043 AC. REMAINING 160.082 AC. LEFT

PAGE 5 OF 7  
 REF. FIELD NOTE NO. 32403



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 FAX (512) 326-3029  
 Texas Real Estate License No. 0004530

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TD TUCKER RANCH HOLDINGS, LLC  
 PARCEL 3  
 3.043 AC. (132,566 SQ. FT.)

JOSEPH LEE SURVEY  
ABSTRACT NO. 393

TD TUCKER RANCH  
HOLDINGS, LLC  
CALLED 163.125 AC.  
DOC. NO. 2016091159  
O.P.R.W.C.TX.

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

ENGINEER'S CENTERLINE  
CURVE DATA  
PI STG 551+41.48  
N = 10,204.710.15  
E = 3,060.352.12  
Δ = 09°32'00" (RT)  
D = 01°08'45"  
L = 831.94'  
T = 416.93'  
R = 5,000.00'  
PC STG 541+24.55  
PT STG 555+38.49

PROPOSED R.O.W.

554+07.35  
107.27' LT

N01°25'43"W 180.41'

555+84.58  
103.00' LT

L2

556+14.84  
147.52' LT

WILLIAMSON COUNTY, TEXAS  
CALLED 6.829 AC.  
DOC. NO. 2014076291  
O.P.R.W.C.TX.

EXISTING R.O.W.

20' ELECTRIC EASEMENT  
DOC. NO. 1998020839  
O.P.R.W.C.TX.

APPROXIMATE LOCATION  
OF SURVEY LINE  
(N71°00'00"E 1,268.48')  
N69°26'57"E 156.25'  
(S69°27'13"W 496.91')

HENRY FIELD SURVEY  
ABSTRACT NO. 233

554+00  
S04°13'09"E 946.37'  
(S02°38'49"E 945.15')

555+00

BAGDAD ROAD  
ENGINEER'S CENTERLINE  
PT 555+58.48

COUNTY ROAD 279  
(BAGDAD ROAD)  
(NO RECORD FOUND)

N69°26'57"E  
16.46'

P.O.R.  
W/PCAP  
"WALKER 5283"

557+00  
N07°29'43"W 456.27'

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ 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
- 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)

FILE: \\sam\in\cous\PROJECTS\1016036782\100\Survey\02Base\UDN V81\Parcel.svp-3.3.Rt.dgn  
EXISTING 163.125 AC. ACQUIRE 3.043 AC. REMAINING 160.082 AC. LEFT

REF. FIELD NOTE NO. 32403  
PAGE 6 OF 7



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Real Estate License No. 00994300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TD TUCKER RANCH HOLDINGS, LLC  
PARCEL 3  
3.043 AC. (132,566 SQ. FT.)



A

SCR PROPERTY OWNERS  
ASSOCIATION, INC.  
DOC. NO. 2007044460  
O.P.R. W.C. TX.

B

SCR PROPERTY OWNERS  
ASSOCIATION, INC.  
DOC. NO. 2007044460  
O.P.R. W.C. TX.

LOT 1A, BLOCK A  
SILVER CREEK RANCH  
PHASE ONE  
CABINET P SLIDES 201-203  
O.P.R. W.C. TX.

LOT 1A, BLOCK B  
SILVER CREEK RANCH  
PHASE ONE  
CABINET P SLIDES 201-203  
O.P.R. W.C. TX.

# CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°16'16"	5,075.00'	112.59'	112.59'	N12°27'16"W
C2	08°02'08"	5,085.51'	713.23'	712.65'	N10°12'53"W
C3	02°22'08"	5,105.00'	211.06'	211.05'	N02°36'47"W

# LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N13°05'24"W	53.14'
L2	N55°59'23"W	52.19'
L3	S04°13'09"E	946.37'
L4	S68°57'04"W	57.50'

# NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285047-01, EFFECTIVE DATE JANUARY 27, 2017 AND ISSUED DATE FEBRUARY 6, 2017. NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
3. BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. AREA CALCULATED BY SAM, LLC.

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*

5/13/12

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

DATE



TD TUCKER RANCH  
HOLDINGS, LLC  
CALLED 163.125 AC.  
DOC. NO. 2015091159  
O.P.R. W.C. TX.

PARENT TRACT  
NOT TO SCALE

③

FILE\\saminc\vol\PROJECTS\1016036782\1001\Survey\02Base\DN V81\PortcelSLP-3-3-RI.dgn  
EXISTING 163.125 AC. ACQUIRE 3.043 AC. REMAINING 160.082 AC. LEFT

PAGE 7 OF 7  
REF. FIELD NOTE NO. 32403



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX (512) 326-3029  
Texas Reg. Expires 10-01-2020

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TD TUCKER RANCH HOLDINGS, LLC  
PARCEL 3  
3.043 AC. (132,566 SQ. FT.)

# EXHIBIT "B"

Parcel 3

## SPECIAL WARRANTY DEED Bagdad Road/CR 278 Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

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

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

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

All of that certain 3.043 acre (132,566 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, 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;

The restrictive covenant described on Exhibit "B" attached hereto and incorporated herein;

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 Bagdad Road/CR 278.

**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, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

TD-TUCKER RANCH HOLDINGS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
James H. Jacobs, Manager

## ACKNOWLEDGMENT

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018 by James H. Jacobs, Manager of TD-Tucker Ranch Holdings, LLC, 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 "B" TO SPECIAL WARRANTY DEED

Grantor and Grantee agree that the Property is being conveyed subject to the following restrictive covenant which is established on the Property as of the effective date of this Special Warranty Deed (the "Restriction"):

No utility poles for overhead electric lines or other utility lines shall be permitted on the Property described on Exhibit "A" within fifty feet of the northern boundary or the southern boundary of the entry right-of-way for the Highland Oaks subdivision that provides ingress and egress between the Highland Oaks subdivision and County Road 279, as the location of such entry right-of-way is shown on the Final Plat of Highland Oaks Phase I recorded as Document No. 2017089429 in the Official Public Records of Williamson County, Texas.

Grantor, as the fee simple owner of the Property and the adjacent property comprising the Highland Oaks subdivision, establishes the Restriction as a covenant, condition, and restriction, whether mandatory, prohibitive, permissive, or administrative, to regulate the uses of portions of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restriction touches and concerns the Property; (b) privity of estate exists by reason of Grantor's ownership of the Property; (c) notice of the Restriction is given by filing this instrument in the real property records of Williamson County, Texas; and (d) the Restriction is reasonable, its purposes being for the common benefit of Grantor, Grantee, and all future owners of the real property adjacent to the Property that is owned by Grantor as of the effective date of this Special Warranty Deed, including all current and future owners of residential home sites in the Highland Oaks Subdivision (the "Affected Property Owners"). The Restriction runs with the land making up the Property, is binding on Grantee and Grantee's successors and assigns forever, and inures to the benefit of Grantor, Grantee, the Affected Property Owners, and their successors and assigns forever.

The Restriction may be enforced by Grantor, Grantee, or any Affected Property Owner(s) (whether acting individually or through a property owners' association that represents the Affected Property Owners) by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of noncompliance or threatened noncompliance, without the necessity of proof of inadequacy of legal remedies or irreparable harm; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.