

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 34

THIS REAL ESTATE CONTRACT ("Contract") is made by RUSSELL J. AND RAQUEL M. SALISBURY (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.866 acre (37,732 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein
(Parcel 34 Part 1)

All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein
(Parcel 34 Part 2)

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein
(Parcel 34 DE Part 1)

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein
(Parcel 34 DE Part 2)

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 and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of SIXTY SIX THOUSAND FIVE HUNDRED EIGHTY SEVEN and 00/100 Dollars (\$66,587.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of THIRTEEN THOUSAND FOUR HUNDRED AND THIRTEEN and 00/100 Dollars (\$13,413.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before September 17, 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 "E" attached hereto and incorporated herein.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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 party incurring same 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 pages follow]

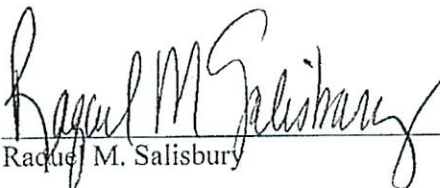
SELLER:



Russell J. Salisbury

Address: _____

Date: 8-28-2018



Raquel M. Salisbury

Address: _____

Date: 8/28/18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

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

Date: 09-06-2018

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 34

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ARTICLE I
PURCHASE AND SALE

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All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein **(Parcel 34 Part 2)**

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein **(Parcel 34 DE Part 1)**

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein **(Parcel 34 DE Part 2)**

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

EXHIBIT A

County: Williamson
Parcel: 34 (Part 1)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34 (Part 1)

BEING 0.866 of an acre (37,732 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 44.72 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10197284.37, E=3154606.34) on the north line of County Road No. 105 for the Southeast corner of the above-referenced 44.72 acre Salisbury tract, being the Southwest corner of that certain tract of land, called 15.00 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 2319, Page 496, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 105, S 68°55'45" W, 491.93 feet to a calculated point for the Southwest corner of the said 44.72 acre Salisbury tract, being the Southeast corner of that certain tract of land, called 2.87 acres, as conveyed to Wallace Daniel, Jr., by deed as recorded in Volume 2314, Page 532, of the Official Records of Williamson County, Texas, for the Southwest corner hereof from which a ½-inch iron rebar found along the West line of the above-mentioned 44.72 acre Salisbury tract bears N 21°11'30" W, 407.05 feet;

THENCE, along the west line of the said 44.72 acre Salisbury tract, being the east line of the said 2.87 acre Salisbury tract, N 20°50'15" W, 74.21 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 187+25.20 for the Northwest corner hereof;

THENCE, along a curve to the right, (Radius = 1,568.00 feet, Delta = 52°16'15", Long Chord bears N 67°16'15" E, 87.85 feet), an arc distance of 87.86 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 188+18.51 and N 68°52'30" E, 403.55 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 192+13.25 on the east line of the said 44.72 acre Salisbury tract, being the west line of the said 15.00 acre Salisbury tract, for the Northeast corner hereof;

THENCE, S 21°16'00" E, 77.12 to the Place of **BEGINNING** and containing 0.866 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

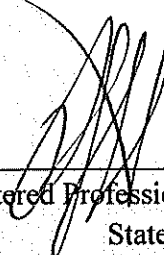
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

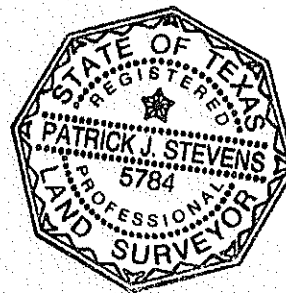
COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 9 day of October, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



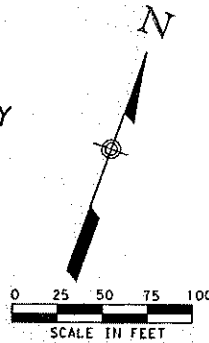
Project No. 22009-34 Part 1

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 34, Part 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

44.72 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 2319/861

15.00 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 1988/496



2.87 AC
 WALLACE DANIEL, JR.
 2314/532

PROPOSED
 DRAINAGE
 EASEMENT

37,732 SF
 0.866 AC

STA. 192+13.25
 O/S 68.00' LT

STA. 187+25.20
 O/S 68.00' LT

STA. 188+09.70
 O/S 68.00' LT

POINT OF BEGINNING
 STA. 192+13.44
 O/S 9.12' RT
 SURFACE COORDINATES
 N 10197284.37
 E 3154606.34

CR105

1
 ATSUSHI MIYAMOTO
 AND TOMOKO OMURA,
 HUSBAND AND WIFE
 2014064599

BELL MEADOW DRIVE

1
 COMMON
 AREA I

34
 JOSE E. &
 JOEL E. CARRILLO
 2014020953

BELL MEADOWS
 SECTION ONE
 0/95

J. ACQUEEN
 ABSTRACT No. 426

PAGE 1 OF 2

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY



WILLIAMSON
 COUNTY

SCALE:
 1"=100'

PARCEL:
 34, PART 1

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 21°11'30" W	74.18'
L2	S 68°16'30" W	409.17'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	N 67°15'45" E	88.31'	3°13'45"
C2	1,568.00'	418.21'	N 58°01'30" E	416.97'	15°17'00"

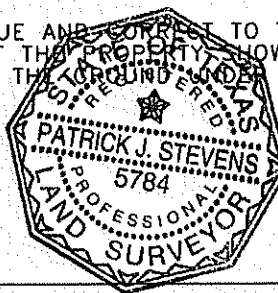
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

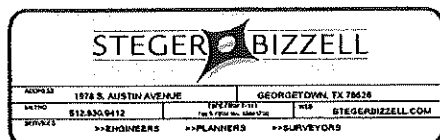
1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

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



PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SLAISBURY

SCALE:
1"=100'

PARCEL:
34, PART 1

PROJECT:
CR 111

COUNTY:
WILLIAMSON

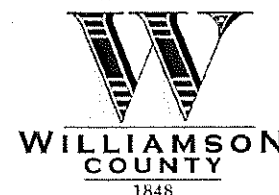


EXHIBIT B

County: Williamson
Parcel: 34 (Part 2)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34 (Part 2)

BEING 0.799 of an acre (34,786 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 15.00 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 1988, Page 496, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10197446.23, E=3155026.27) on the north line of County Road No. 105 for the Southeast corner of the above-referenced 15.00 acre Salisbury tract, being the Southwest corner of that certain tract of land, called 52.44 acres, as conveyed to La Miraj, Ltd., by deed as recorded in Volume 2055, Page 142, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a fence corner found for the Northwest corner of the above mentioned 15.00 acre Salisbury tract bears N 21°19'00" W, 2,771.39 feet;

THENCE, along the said north line of County Road No. 105, S 68°55'45" W, 450.05 feet to a calculated point for the Southwest corner of the said 15.00 acre Salisbury tract, being the Southeast corner of that certain tract of land, called 44.72 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury by deed as recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 15.00 acre Salisbury tract, being the east line of the said 44.72 acre Salisbury tract N 21°16'00" W, 77.12 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 192+13.25 for the Northwest corner hereof;

THENCE, N 68°52'30" E, 449.98 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 196+63.23 on the east line of the said 15.00 acre Salisbury tract, being the west line of the said 52.44 acre La Miraj, Ltd., tract, for the Northeast corner hereof;

THENCE, S 21°19'00" E, 77.48 feet to the Place of **BEGINNING** and containing 0.799 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

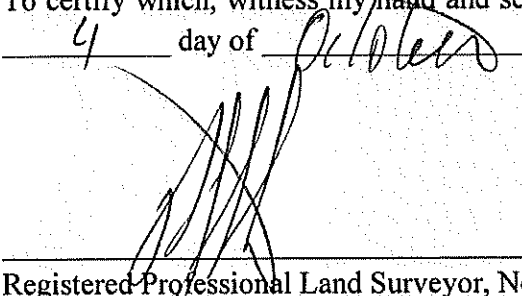
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

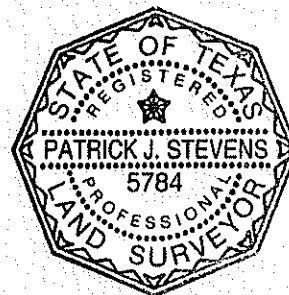
COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-34 Part 2

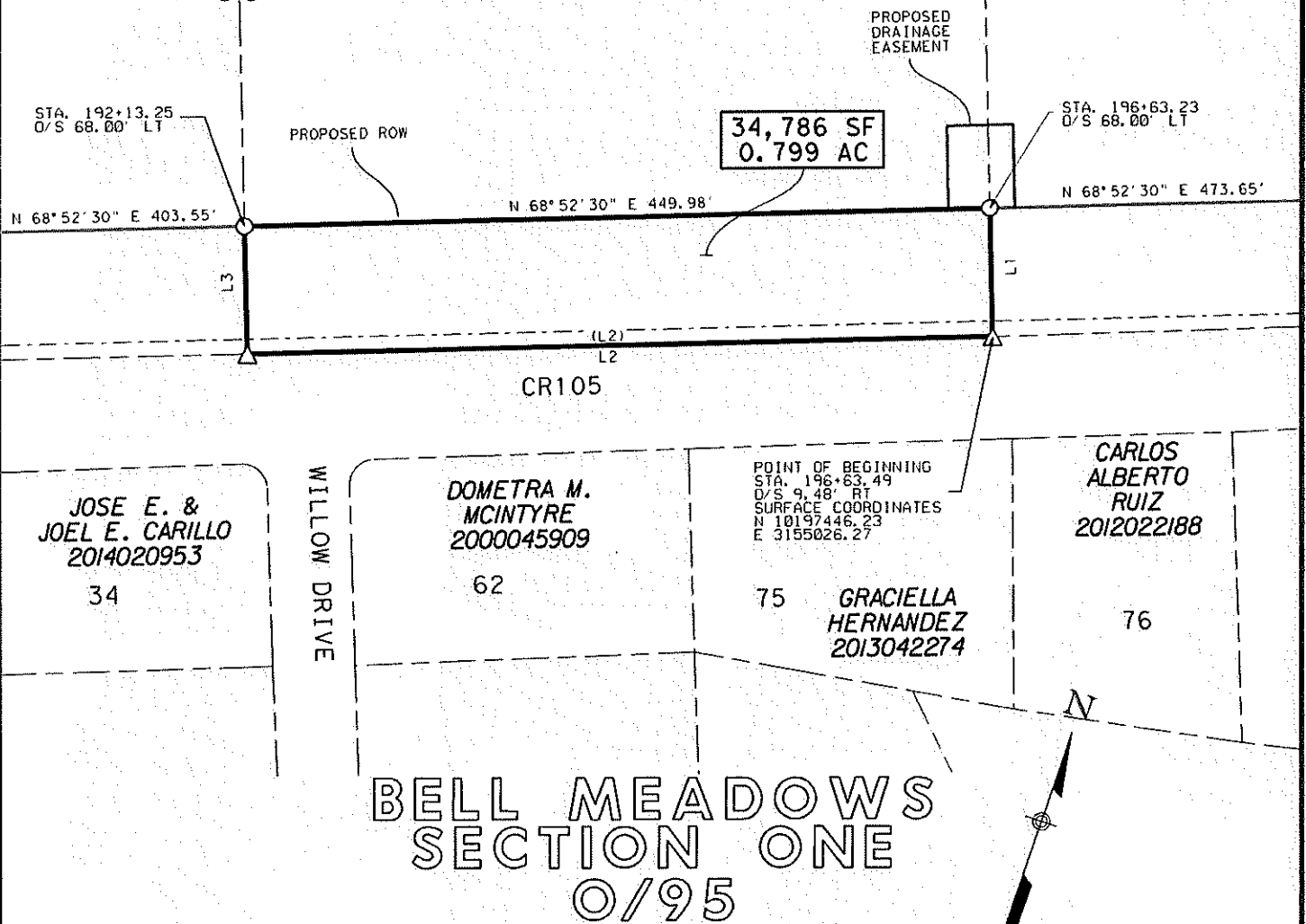
P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 34, Part 2.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

44.72 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 2319/861

15.00 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 1988/496

52.44 AC
 LA MIRAJ, LTD.
 2055/142



BELL MEADOWS
 SECTION ONE
 O/95

J. McQUEEN
 ABSTRACT No. 426

PAGE 1 OF 2

STEGE BIZZELL

1318 S. AUSTIN AVENUE GEORGETOWN, TX 78628
 512.935.3412 FAX 512.935.3412
 STEGEBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY

SCALE:
 1"=100'

PARCEL:
 34, PART 2

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON



WILLIAMSON
 COUNTY
 1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

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L2	S 68°55'45" W	450.05'
(L2)	S 71°48'10" W	450.00'
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NOTES:

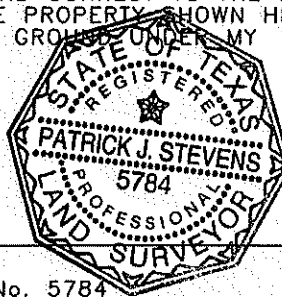
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2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. TEXAS UTILITIES ELECTRIC COMPANY, VOL. 2024, PG. 571

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

10-4-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE 612.920.9412 FAX 612.920.9413
 WEBSITE WWW.STEGERBIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SLAISBURY

SCALE:
 1"=100'

PARCEL:
 34, PART 2

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

WILLIAMSON
 COUNTY
 1848

EXHIBIT C

County: Williamson
Parcel: 34DE, Part 1
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34DE, Part 1

BEING a 0.114 of one acre parcel (4,949 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Said 0.114 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197356.24, E: 3154578.36) in the East line of said 44.72 acre tract and the West line of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 192+13.25, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 15.00 acre tract and said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 449.98 feet;

THENCE over and across said 44.72 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following three (3) courses and distances:

1. South 68°52'30" West a distance of 391.83 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10197215.03, E: 3154212.86) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 188+21.42;
2. **South 68°52'30" West** a distance of 11.72 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left; and
3. Southwesterly along the arc of said curve to the left having a radius of 1568.00 feet, an arc length of 88.32 feet, a delta angle of 03°13'45", and a chord which bears **South 67°15'45" West** a distance of 88.31 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 44.72 acre tract and the East line of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of said Official Records;

THENCE **North 21°11'30" West** departing said proposed Northwesterly right-of-way line of County Road No. 105, along said West line of the 44.72 acre tract and said East line of the 2.87 acre tract, a distance of 50.00 feet to the Northwest corner of the herein described tract, from which

a 1/2-inch iron rebar found for the Northeast corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records, being the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas, and being in said West line of the 44.72 acre tract, bears North 21°11'30" West a distance of 282.86 feet;

THENCE over and across said 44.72 acre tract, the following two (2) courses and distances:

1. **North 67°27'00" East** a distance of **100.03** feet to the Northeast corner of the herein described tract; and
2. **South 21°11'30" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

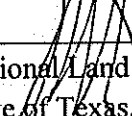
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

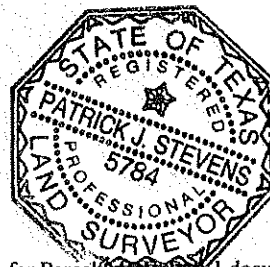
COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



6.60 AC
ROBERT R.
THOMPSON,ET UX
1999055611

REMAINDER OF
30.00 AC
WALLACED. DANIEL, JR.
2369/611

44.72 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
2319/861

15.00 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
1988/496

**PROPOSED
DRAINAGE
EASEMENT
4,949 SF
0.114 AC**

POINT OF COMMENCEMENT
STA. 192+13.25
O/S 68.00' LT
SURFACE COORDINATES
N 10197356.24
E 3154578.36

POINT OF BEGINNING
STA. 188+21.42
O/S 68.00' LT
SURFACE COORDINATES
N 10197215.03
E 3154212.86

2.87 AC
WALLACE DANIEL, JR.
2314/532

STA. 187+25.20
O/S 68.00' LT

STA. 188+09.70
O/S 68.00' LT

PROPOSED ROW

N 68° 52' 30" E
449.98'

CR 105

ERIC J. &
HELEN LENK
2010075263

COMMON
AREA 1

34
JOSE E. &
JOEL E. CARRILLO
2014020953

BELL MEADOWS
SECTION ONE
0/95

J. MCQUEEN
ABSTRACT No. 426

PAGE 1 OF 2



PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:
1"=100'

PARCEL:
34DE,
PART 1

PROJECT:
CR 111

COUNTY:
WILLIAMSON



WILLIAMSON
COUNTY

1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- X FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 20°50'15" W	74.21'
L4	S 68°16'30" W	409.17'
L5	S 68°52'30" W	11.72'
L6	N 21°11'30" W	50.00'
L7	N 67°27'00" E	100.03'
L8	S 21°11'30" E	50.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	S 67°15'45" W	88.31'	3°13'45"
C2	1,568.00'	417.75'	S 58°01'00" W	416.52'	15°16'00"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

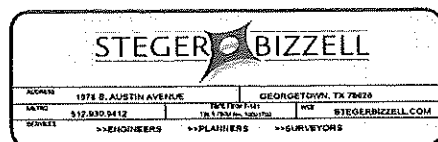
1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS

PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:
 RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY

SCALE:
 1"=100'

PARCEL:
 34DE,
 PART 1

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

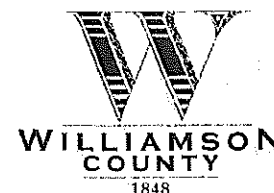


EXHIBIT D

County: Williamson
Parcel: 34DE, Part 2
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34DE, Part 2

BEING a 0.034 of one acre parcel (1,496 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of the Official Records of Williamson County, Texas. Said 0.034 of one acre parcel being more particularly described as follows:

BEGINNING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197518.41 E: 3154998.11) in the East line of said 15.00 acre tract and the West line of the remainder portion of a called 52.44 acre tract of land described in a Warranty Deed to La Miraj, LTD., recorded in Volume 2055, Page 142 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+63.23, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature in said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 473.65 feet;

THENCE South 68°52'30" West over and across said 15.00 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, a distance of **30.00** feet to the Southwest corner of the herein described tract, said point being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+18.23, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 15.00 acre tract and the East line of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of said Official Records, also being in said proposed Northwesterly right-of-way line of County Road No. 105, bears South 68°52'30" West a distance of 404.98 feet;

THENCE departing said proposed Northwesterly right-of-way line of County Road No. 105, continuing over and across said 15.00 acre tract, the following two (2) courses and distances:

1. **North 21°07'30" West** a distance of **50.00** feet to the Northwest corner of the herein described tract; and

2. **North 68°52'30" East** a distance of **29.83** feet to said East line of the 15.00 acre tract and said West line of the remainder portion of the 52.44 acre tract;

THENCE South 21°19'00" East along said East line of the 15.00 acre tract and said West line of the remainder portion of the 52.44 acre tract, a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.034 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

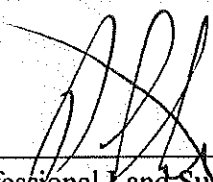
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION

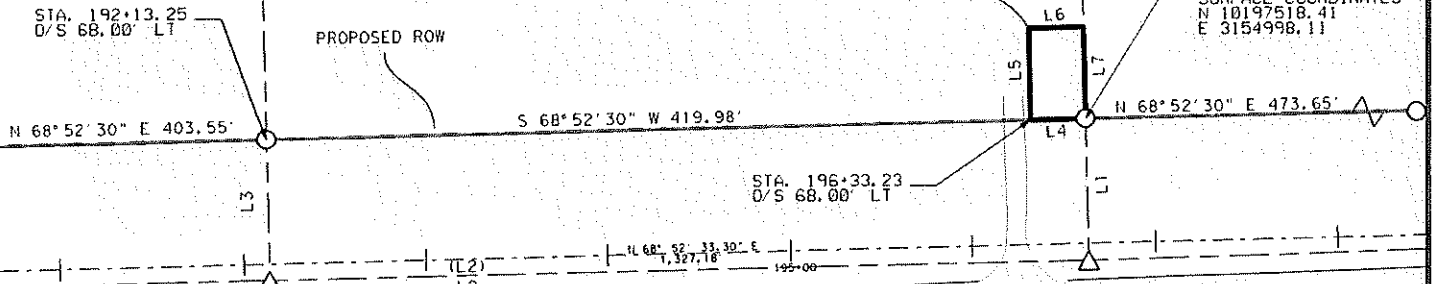
44.72 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
2319/861

15.00 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
1988/496

REMAINDER OF
52.44 AC
LA MIRAJ, LTD.
2055/142

PROPOSED
DRAINAGE
EASEMENT
1,496 SF
0.034 AC

POINT OF BEGINNING
STA. 196+63.23
O/S 68.00' LT
SURFACE COORDINATES
N 10197518.41
E 3154998.11



CR 105

34

JOSE E. &
JOEL E. CARILLO
2014020953

WILLOW DRIVE

62

DOMETRA M.
MCINTYRE
2000045909

75

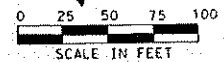
GRACIELLA
HERNANDEZ
2013042274

76

CARLOS
ALBERTO
RUIZ
2012022188

BELL MEADOWS
SECTION ONE
0/95

N



J. MCQUEEN
ABSTRACT No. 426

PAGE 1 OF 2

STEGER BIZZELL

ADDRESS 1378 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 612.930.9412 FAX 612.930.9413
WWW.STEGERBIZZELL.COM
SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:
1"=100'

PARCEL:
34DE,
PART 2

PROJECT:
CR 111

COUNTY:
WILLIAMSON

WILLIAMSON
COUNTY
1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊖ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°19'00" E	77.48'
L2	S 68°55'45" W	450.05'
(L2)	S 71°48'10" W	450.00'
L3	N 21°16'00" W	77.12'
L4	S 68°52'30" W	30.00'
L5	N 21°07'30" W	50.00'
L6	N 68°52'30" E	29.83'
L7	S 21°19'00" E	50.00'

NOTES:

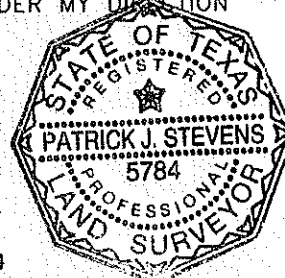
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. TEXAS UTILITIES ELECTRIC COMPANY, VOL. 2024, PG. 571

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2

1878 B. AUSTIN AVENUE
 78702 512.630.8412
 1878 B. AUSTIN AVENUE
 78702 512.630.8412
 STEGERBIZZELL.COM
 >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY

SCALE:
 1" = 100'

PARCEL:
 34DE,
 PART 2

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

WILLIAMSON
 COUNTY
 1848

Exhibit E

Parcel 34

DEED

County Road 111/Westinghouse Road 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 BY THESE PRESENTS:

That RUSSELL J. SALISBURY and RAQUEL M. SALISBURY, 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 0.866 acre (37,732 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 Part 2**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse 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.

[signature page follows]

GRANTOR:

Russell J. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

GRANTOR:

Raquel M. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS

22

2

COUNTY OF _____

2

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Raquel M. Salisbury, 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 F

Parcel 34

DRAINAGE EASEMENT

County Road 111

THE STATE OF TEXAS

,

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That RUSSELL J. SALISBURY and RAQUEL M. SALISBURY, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 DE Part 1**)

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 DE Part 2**)

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

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

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

SALISBURY (34)--Drainage Easement--CR 111 (6.17.18) (00407880xA08F8).doc

Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

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

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

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the ____ day of _____, 2018.

[signature pages follow]

GRANTOR:

Russell J. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____
_, 2018 by Russell J. Salisbury, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Virginia

Raquel M. Salisbury

[illegible]

Notary Public, State of Virginia

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

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