

**REAL ESTATE CONTRACT**

Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **MILDRED SAULS** (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 of land described as follows:

All of that certain 0.032 acre (1,403 square feet) Tract of land in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas and being a portion of the called 197 acre tract of land (Third Tract) conveyed to Clarence Lorenza Sauls, described in Volume 608, Page 936 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N42**);

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", 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 **SIX HUNDRED FORTY and 00/100 Dollars (\$640.00)**.

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.

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).

Inspection

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 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 Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before February 22, 2019 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 a form substantially similar to that 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 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

*[signature page follows]*

**SELLER:**

Mildred Sauls  
Mildred Sauls

Date: 1/23/2019

Address:

P.O. 34  
Round Rock TX  
78680

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.  
Bill Gravell, Jr.  
County Judge

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

Date: 1/30/19

# EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

### ROW PARCEL N42

BEING A 0.032 ACRE (1,403 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 197 ACRE TRACT OF LAND (THIRD TRACT) CONVEYED TO CLARENCE LORENZA SAULS, DESCRIBED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10163927.30, E=3120506.80) monumenting the northwest corner of Lot 9, Block B and the northeast corner of Lot 10, Block B, Creek Bend Section I, a subdivision recorded in Cabinet E, Slides 238-240 of the Plat Records of Williamson County, Texas, same being on the south right-of-way line of Creek Bend Circle;

THENCE, S 42°47'53" W with the west boundary line of said Lot 9, Block B and the east boundary line of said Lot 10, Block B, passing at a distance of 165.84 feet a 1/2" iron rod found, in all a total distance of 196.62 feet to a calculated point on the southwest corner of said Lot 9, Block B and the southeast corner of Lot 10, Block B, same being on the north boundary line of Lot 61, Block B, Creek Bend Section II, a subdivision recorded in Cabinet F, Slides 144-146 of the Plat Records of Williamson County, Texas;

THENCE, S 45°15'53" E with the south boundary line of said Lot 9, Block B and said north boundary line of Lot 61, Block B for a distance of 39.16 feet to a calculated point on an angle point in said south boundary line of Lot 9, Block B, same being on the northeast corner of said Lot 61, Block B and the northwest corner of said 197 acre Sauls tract;

THENCE, S 68°54'07" W with the east boundary line of said Lot 61, Block B and the west boundary line of said 197 acre Sauls tract for a distance of 187.67 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" (Grid Coordinates: N=10163687.94, E=3120225.99) for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, through the interior of said 197 acre Sauls tract, the following eight (8) courses and distances:

1. **S 63°05'32" E** for a distance of **20.48 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the left;

2. With said curve to the left an arc length of **249.94 feet**, said curve having a radius of **1977.00 feet**, a delta angle of **07°14'37"** and a chord which bears **S 66°42'51" E** for a distance of **249.77 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the end of this curve;
3. **S 70°20'09" E** for a distance of **161.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
4. **N 19°39'51" E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
5. **S 70°20'09" E** for a distance of **13.15 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
6. **S 19°39'51" W** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
7. **S 70°20'09" E** for a distance of **68.08 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the left;
8. With said curve to the left an arc length of **19.63 feet**, said curve having a radius of **977.00 feet**, a delta angle of **01°09'04"** and a chord which bears **S 70°54'42" E** for a distance of **19.63 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the prescriptive north right-of-way line of Hairy Man Road, for the east corner hereof, from which an iron rod found with cap marked "BGE INC" monumenting the northeast corner of the called 40.018 acre tract of land conveyed to HMNBC Development, LLC, recorded in Document No. 2018082056 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of said Hairy Man Road, bears **S 23°29'19" W** for a distance of **46.50 feet**;


THENCE, through the interior of said 197 acre Sauls tract, with said north prescriptive right-of-way line of Hairy Man Road, the following three (3) courses and distances:

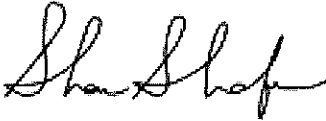
1. **N 74°16'56" W** for a distance of **52.35 feet** to a calculated point;
2. **N 69°50'57" W** for a distance of **303.14 feet** to a calculated point, from which an iron rod found with cap marked "BGE INC" monumenting an angle point in the north boundary line of said 40.018 acre HMNBC Development tract, same being on said south right-of-way line of Hairy Man Road, bears **S 12°01'22" W** for a distance of **38.50 feet**;

3. **N 65°13'00" W** for a distance of **180.78 feet** to a calculated point on said west boundary line of the 197 acre Sauls tract and said east boundary line of Lot 61, Block B for the southwest corner hereof;

THENCE, **N 68°54'07" E** with said west boundary line of the 197 acre Sauls tract and said east boundary line of Lot 61, Block B for a distance of **4.69 feet** to the **POINT OF BEGINNING** hereof and containing 0.032 acre of land more or less.

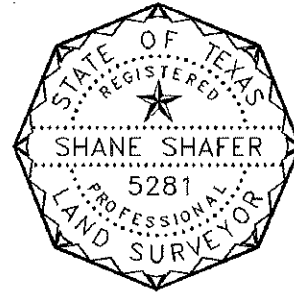
Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00011

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 10006900



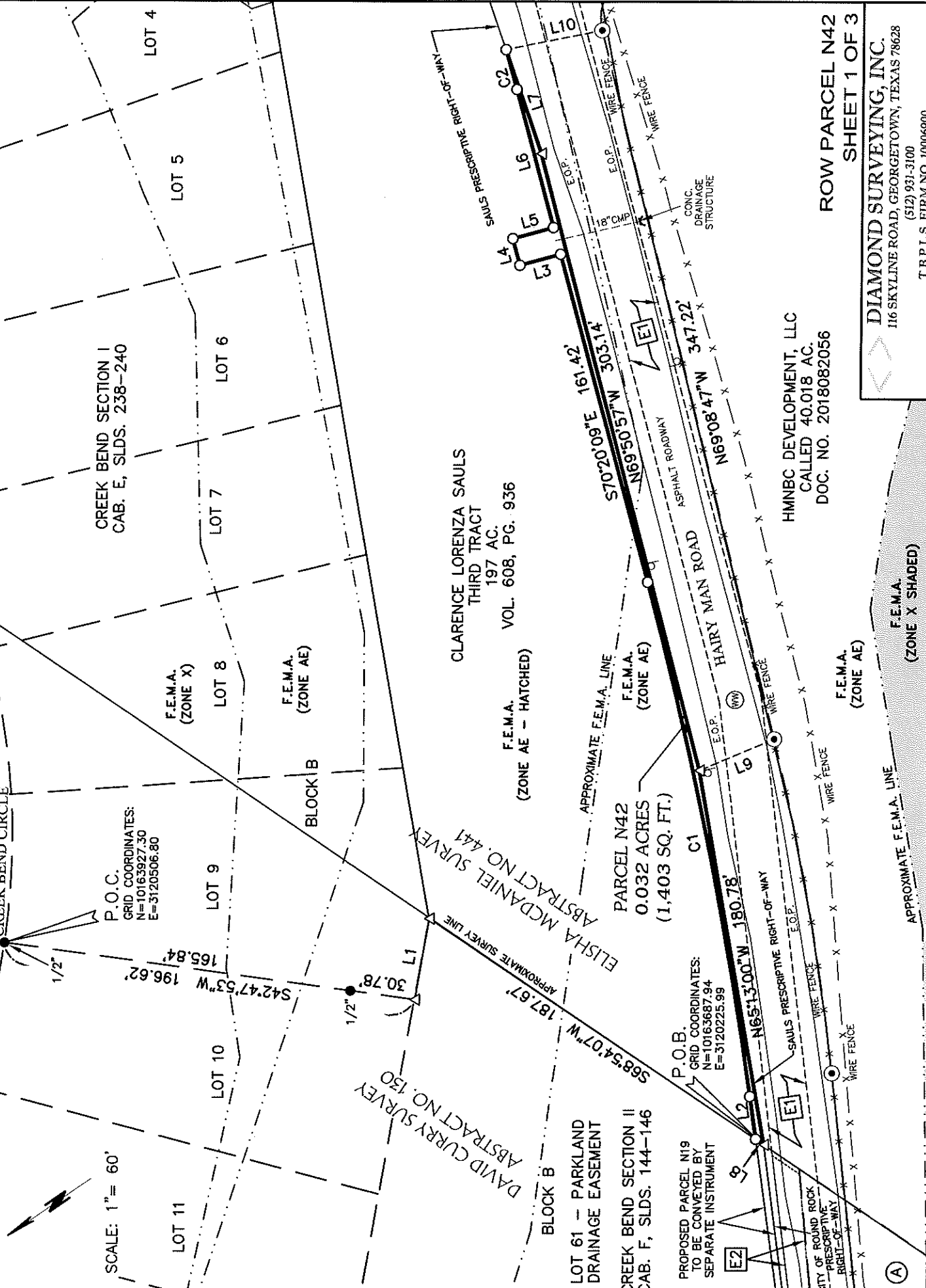
January 11, 2019

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N42\ROW PARCEL N42.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.032 ACRE (1,403 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 197 ACRE TRACT OF LAND (THIRD TRACT) CONVEYED TO CLARENCE LORENZA SAULS, DESCRIBED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1" = 60'

P.O.C.  
GRID COORDINATES:  
N=10163927.30  
E=3120506.80

S42°47'53"W 196.62'  
165.84'

187.67'  
568°54'07"W

30.78'  
1/2"

180.78'  
N65°13'00"W

161.42'  
S70°20'09"E

303.14'  
N69°50'57"W

347.22'  
N69°08'47"W

187.67'  
S68°54'07"W

180.78'  
N65°13'00"W

161.42'

303.14'

347.22'

187.67'

180.78'

APPROXIMATE F.E.M.A. LINE

APPROXIMATE F.E.M.A. LINE

APPROXIMATE F.E.M.A. LINE

APPROXIMATE F.E.M.A. LINE

APPROXIMATE F.E.M.A. LINE

F.E.M.A. (ZONE X)

F.E.M.A. (ZONE AE)

F.E.M.A. (ZONE AE)

F.E.M.A. (ZONE AE)

F.E.M.A. (ZONE X SHADED)

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

DAVID CURRY SURVEY  
ABSTRACT NO. 130

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

CLARENCE LORENZA SAULS  
THIRD TRACT  
197 AC.  
VOL. 608, PG. 936

CLARENCE LORENZA SAULS  
THIRD TRACT  
197 AC.  
VOL. 608, PG. 936

CLARENCE LORENZA SAULS  
THIRD TRACT  
197 AC.  
VOL. 608, PG. 936

CLARENCE LORENZA SAULS  
THIRD TRACT  
197 AC.  
VOL. 608, PG. 936

CLARENCE LORENZA SAULS  
THIRD TRACT  
197 AC.  
VOL. 608, PG. 936

PARCEL N42  
0.032 ACRES  
(1,403 SQ. FT.)

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(1,403 SQ. FT.)

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(1,403 SQ. FT.)

PARCEL N42  
0.032 ACRES  
(1,403 SQ. FT.)

SAULS PRESCRIPTIVE RIGHT-OF-WAY

SAULS PRESCRIPTIVE RIGHT-OF-WAY

SAULS PRESCRIPTIVE RIGHT-OF-WAY

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SAULS PRESCRIPTIVE RIGHT-OF-WAY

ASPHALT ROADWAY

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LOT 9

LOT 10

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.032 ACRE (1,403 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 197 ACRE TRACT OF LAND (THIRD TRACT) CONVEYED TO CLARENCE LORENZA SAULS, DESCRIBED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

**TITLE COMMITMENT NOTES:**

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1827411-KFD, which bears an effective date of June 27, 2018 and an issued date of July 6, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10f) Public Road Easement to Williamson County, recorded in Volume 1960, Page 435, Official Records of Williamson County, Texas. Not a part of subject tract.

10g) Wastewater Lines Easement to Lower Colorado River Authority, recorded in Document No. 2003048597, Official Public Records of Williamson County, Texas, being assigned in Document No. 2009089311, Official Public Records of Williamson County, Texas. Not a part of subject tract, however the 1.04 acre Permanent Easement is partially shown hereon.

10h) Wastewater Lines Easement to Lower Colorado River Authority, recorded in Document No. 2003048598, Official Public Records of Williamson County, Texas. Not a part of subject tract, however the 0.12 acre easement is partially shown hereon. The aforementioned Document No. 2003048598 is subject to assignment in Assignment of Easements, recorded in Document No. 2009089311, Official Public Records of Williamson County, Texas.

10i) Terms, Conditions and Stipulations in the Agreement (Right of Entry Agreement), recorded in Document No. 2010012660, Official Public Records of Williamson County, Texas. Not a survey matter.

10j) Notice Regarding Ordinance No. D-2018-5279, recorded in Document No. 2018031220, Official Public Records of Williamson County, Texas. Not a part of subject tract.

To: Williamson County, Texas and Title Resources Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on January 9, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

*Shane Shafer*  
SHANE SHAFER, R.P.L.S. NO. 5281

JANUARY 11, 2019

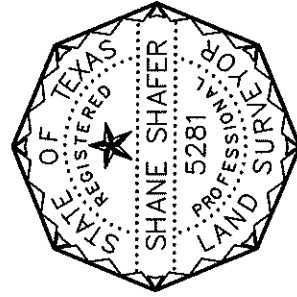
DATE

**GENERAL NOTES:**

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.  
2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.  
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'AE' (BASE FLOOD ELEVATION DETERMINED) AND 'AE'-HATCHED (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS). ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.



ROW PARCEL N42  
SHEET 3 OF 3

DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

(512) 931-3100

T.B.P.L.S. FIRM NO. 10006900

# EXHIBIT "B"

Parcel N42

## DEED

Hairy Man 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 MEN BY THESE PRESENTS:**

That MILDRED SAULS, a single person, 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 0.032 acre (1,403 square feet) Tract of land in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas and being a portion of the called 197 acre tract of land (Third Tract) conveyed to Clarence Lorenza Sauls, described in Volume 608, Page 936 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel N42)

**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 Hairy Man Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Mildred Sauls

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

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

§

§

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