

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 10

THIS REAL ESTATE CONTRACT (“Contract”) is made by MMA RANCH LIMITED PARTNERSHIP (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 0.659 acre (28,694 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 10B**)

All of that certain 2.962 acre (129,015 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 10A**); and

All of that certain 3.533 acre (153,916 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 10C**); and

All of that certain 1.581 acre (68,856 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “C”, attached hereto and incorporated herein (**Parcel 10D**)

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-C” 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 AND ADDITIONAL COMPENSATION

2.01. The Purchase Price for the Property described in Exhibits "A-C", and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FIVE HUNDRED SIX THOUSAND SIX HUNDRED THIRTY and 00/100 Dollars (\$506,630.00).

2.02. As Additional Compensation for any improvements on the Property, for the reconstruction of fencing, or any cost of cure for the remaining property of Seller, Purchaser agrees to pay the amount of FORTY THOUSAND ONE HUNDRED FORTY-FIVE and 00/100 Dollars (\$40,145.00).

2.03. It is agreed that Purchaser shall be allowed to retain and relocate five (5) birdhouses situated on the Property, and which are otherwise identified as CHIC13-02, TITM13-02, CHIC13-03, WREN13-03, and TITM13-03 on Exhibit "D" attached hereto and incorporated herein. Purchaser agrees to remove or relocate the retained property identified herein within thirty (30) days after the closing of this transaction, subject to extensions in writing by Purchaser, after which time they will be subject to immediate removal by Purchaser, its contractors or agents.

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 Independence Title Company on or before January 31, 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 Exhibits "A-C", 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) Provide reasonable cooperation as necessary to cause Title Company to issue to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

MMA RANCH LIMITED PARTNERSHIP

By: Mason-Williamson, LLC
Its General Partner

By: Margaret Moser Address: 3502 Hillbrook Dr.
Austin, TX 78731

Name: Margaret Moser

Its: Managing Member

Date: 11/25/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
Bill Gravell
County Judge

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

Date: 2/5/19

EXHIBIT **A**

County: Williamson
Parcel: 10B
Highway:County Road 176

FIELD NOTES
FOR

A 0.659 ACRE, OR 28,694 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.659 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the west line of a called 16.416 acre tract recorded in Document No. 2015017002 of the Official Public Records of Williamson County, Texas, the northeast corner of said called 223.444 acre tract, same being the southeast corner of a called 26.045 acre tract recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas;

THENCE S 68°02'38" W, with the north line of said called 223.444 acre tract, same being the south line of said called 26.045 acre tract, a distance of **730.79 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10189578.36, E=3101940.39), the **POINT OF BEGINNING** of the herein described tract;

THENCE departing the south line of said called 26.045 acre tract, through the interior of said called 223.444 acre tract, the following five (5) courses and distances:

1. **S 34°57'36" E**, a distance of **33.10 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set,
2. **S 79°57'36" E**, a distance of **51.33 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of curvature,
3. with said tangent curve to the left having a radius of **225.00 feet**, a central angle of **31°12'20"**, a chord bearing and distance of **N 84°26'14" E, 121.03 feet**, an arc length of **122.54 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of tangency,

4. N 68°50'04" E, a distance of 303.39 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson set, and
5. S 21°09'56" E, a distance of 8.94 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the north right-of-way line of County Road 176, a variable width right-of-way, same being a south line of said called 223.444 acre tract;

THENCE with the north right-of-way line of said County Road 176, same being a south line of said called 223.444 acre tract, the following two (2) courses and distances:

1. S 68°43'27" W, a distance of 659.21 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson set, and
2. S 68°02'38" W, a distance of 40.70 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the north right-of-way line of County Road 176, through the interior of said called 223.444 acre tract, with said non-tangent curve to the right having a radius of 1115.00 feet, a central angle of 05°43'03", a chord bearing and distance of N 05°15'34" E, 111.22 feet, an arc length of 111.26 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the south line of the aforementioned called 26.045 acre tract, same being the north line of said called 223.444 acre tract;

THENCE N 68°02'38" E, with the south line of said called 26.045 acre tract, same being the north line of said called 223.444 acre tract, a distance of 178.66 feet to the **POINT OF BEGINNING** and containing 0.659 of an Acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: April 5, 2018

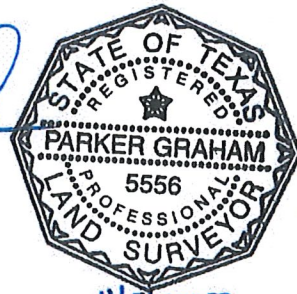
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DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\MMA RANCH-0.659Acre R1.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

Parker Graham



4/5/2018

EXHIBIT **A**

County: Williamson
Parcel: 10A
Highway:County Road 176

FIELD NOTES
FOR

A 2.962 ACRE, OR 129,015 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 2.962 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a point on the west right-of-way line of County Road 176, the southeast corner of said called 223.444 acre tract;

THENCE N 21°17'59" W, with the west right-of-way line of said County Road 176, same being the east line of said called 223.444 acre tract, a distance of **784.68 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10188001.46, E=3102306.99), the **POINT OF BEGINNING** of the herein described tract;

THENCE departing the west right-of-way line of said County Road 176, through the interior of said called 223.444 acre tract, the following three (3) courses and distances:

1. **S 68°42'01" W**, a distance of **102.46 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set,
2. **N 20°41'21" W**, a distance of **1064.59 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of curvature, and
3. with said tangent curve to the right having a radius of **1115.00 feet**, a central angle of **22°43'15"**, a chord bearing and distance of **N 09°19'43" W, 439.27 feet**, an arc length of **442.16 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the west right-of-way line of said County Road 176, same being the east line of said called 223.444 acre tract;

THENCE S 21°17'59" E, with the west right-of-way line of said County Road 176, same being the east line of said called 223.444 acre tract, a distance of **1494.24 feet** to the **POINT OF BEGINNING** and containing 2.962 Acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: April 05, 2018

JOB No.: 59006-16

DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\MMA RANCH-2.962Acres_R1.docx

TBPE Firm Registration #470

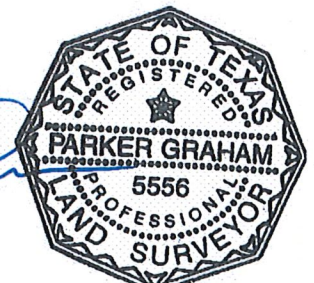
TBPLS Firm Registration #100288-01

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

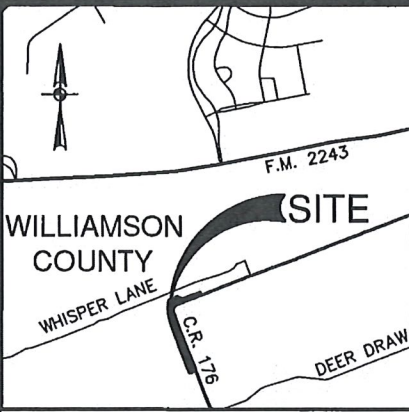
Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

10801 N MoPac Expy., Bldg. 3, Suite 200, Austin, TX 78759 512.454.8711 www.Pape-Dawson.com



4/5/2018



LOCATION MAP

NOT-TO-SCALE

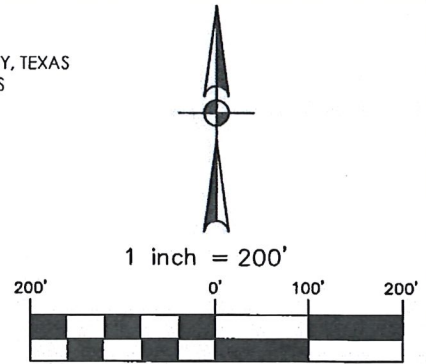
REVISED:
04/05/18

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



**KEY WEST
IRRIGATION
COMPANY SURVEY
ABSTRACT NO. 711**

OWNER: KENNETH PATRICK
WHITTLESEY AND ANA ROSA
WHITTLESEY
A CALLED 16.416 ACRE TRACT
DOC. NO. 2015017002 (O.P.R.)

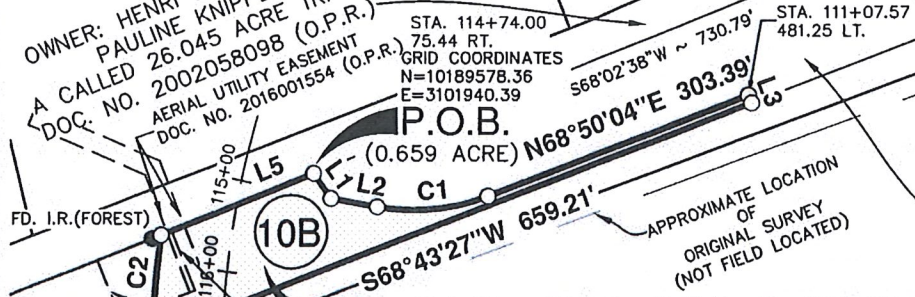
FD. 1/2" I.R.
P.O.C.
(0.659 ACRE)

**JOHN T. CHURCH SURVEY
ABSTRACT NO. 140**

OWNER: HENRI J. KNIPPER &
PAULINE KNIPPER
A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)
AERIAL UTILITY EASEMENT
DOC. NO. 2016001554 (O.P.R.)

OWNER: HENRI J. KNIPPER &
PAULINE KNIPPER
A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)

OWNER: MMA RANCH LIMITED
PARTNERSHIP
A CALLED 223.444 ACRE TRACT
DOC. NO. 2011065654 (O.P.R.)



0.659 OF AN ACRE
(28,694 SQUARE FEET MORE OR LESS)

EASEMENT AGREEMENT
DOC. NO. 2007010875 (O.P.R.)

C.R. 176
(R.O.W. VARIES)

2.962 ACRES
(129,015 SQ. FT. MORE OR LESS)

**JAMES B. ALLEN
SURVEY
ABSTRACT NO. 36**

EXHIBIT
OF

A 0.659 ACRE, OR 28,694 SQUARE FEET MORE OR LESS, TRACT OF LAND AND A 2.962 ACRE, OR 129,015 SQUARE FEET MORE OR LESS, TRACT OF LAND, BOTH BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

SHEET 4 OF 5

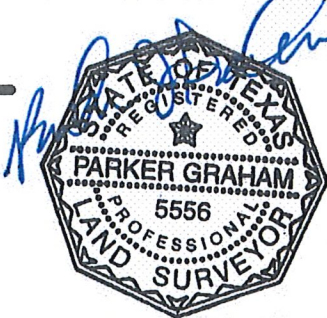
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Date: Apr 05, 2018, 11:09am User ID: jmiranda
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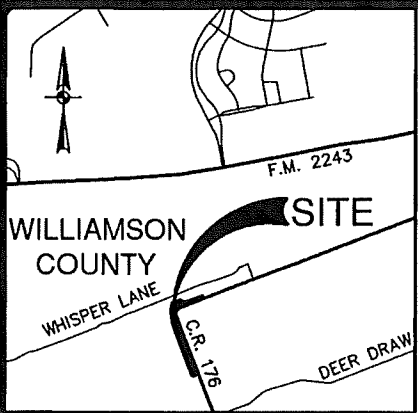
MATCHLINE SHEET 5 OF 5



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #10028801



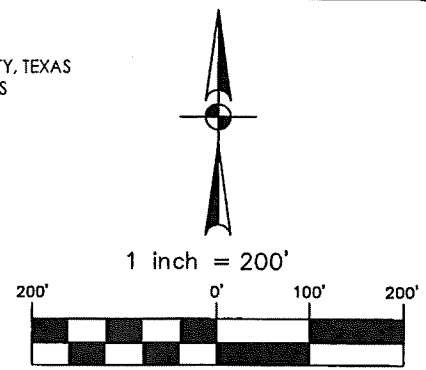
APRIL 05, 2018



LOCATION MAP
NOT-TO-SCALE

LEGEND:
 D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD

NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	225.00'	31°12'20"	N84°26'14"E	121.03'	122.54'
C2	1115.00'	5°43'03"	N05°15'34"E	111.22'	111.26'
C3	1115.00'	22°43'15"	N09°19'43"W	439.27'	442.16'

MATCHLINE SHEET 4 OF 5

OWNER: MMA RANCH LIMITED PARTNERSHIP
 A CALLED 223.444 ACRE TRACT
 DOC. NO. 2011065654 (O.P.R.)

JOHN T. CHURCH SURVEY
 ABSTRACT NO. 140

JAMES B. ALLEN SURVEY
 ABSTRACT NO. 36

LINE TABLE		
LINE	BEARING	LENGTH
L1	S34°57'36"E	33.10'
L2	S79°57'36"E	51.33'
L3	S21°09'56"E	8.94'
L4	S68°02'38"W	40.70'
L5	N68°02'38"E	178.66'
L6	S68°42'01"W	102.46'

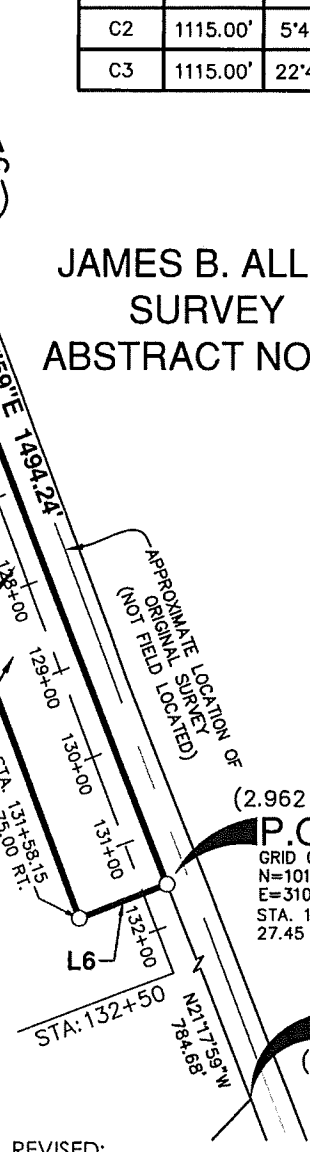
2.962 ACRES
 (129,015 SQ. FT. MORE OR LESS)

EXHIBIT OF

A 0.659 ACRE, OR 28,694 SQUARE FEET MORE OR LESS, TRACT OF LAND AND A 2.962 ACRE, OR 129,015 SQUARE FEET MORE OR LESS, TRACT OF LAND, BOTH BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801



(2.962 ACRES)
P.O.B.
 GRID COORDINATES
 N=10188001.46
 E=3102305.99
 STA. 131+57.06
 27.45 LT.

P.O.C.
 (2.962 ACRES)

REVISED:
 04/05/18

Date: Apr 05, 2018, 11:09am User ID: jmlranda File: H:\Survey\SURVEY16\16-59006\Exhibits\MMA RANCH-223.444_acres_R1.dwg

EXHIBIT **B**

County: Williamson
Parcel: 10C
Highway: County Road 176

FIELD NOTES
FOR

A 3.533 ACRE, OR 153,916 SQUARE FOOT, TRACT OF LAND, BEING OUT OF A CALLED 223.444 ACRE TRACT (SECOND TRACT), DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 3.533 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10186048.2, E=3102228.8), a point on the west right-of-way line of County Road 176, variable width, same being the southeast corner of said called 223.444 acre tract for the **POINT OF BEGINNING** hereof;

THENCE S 43°38'47" W, departing the west right-of-way line of said County Road 176, with the south line of said 223.444 acre tract (second tract), same being the north right-of-way line of said County Road 176, a distance of **395.83 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,

THENCE departing the north right-of-way line of County Road 176, through the interior of said 223.444 acre tract (second tract), the following five (5) courses and distances:

1. **N 21°20'11" W**, a distance of **237.69 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **N 43°27'01" E**, a distance of **221.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. **N 21°11'23" W**, a distance of **62.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. **N 23°48'37" E**, a distance of **71.17 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set, and
5. **N 21°20'11" W**, a distance of **510.76 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the south boundary line of a called 223.444 acre tract (fifth tract) conveyed to MMA Ranch Limited Partnership recorded in Document No. 2011065654 of the Official Public Records of Williamson County, Texas, same being the north line of said 223.44 acre tract (second tract) hereof;

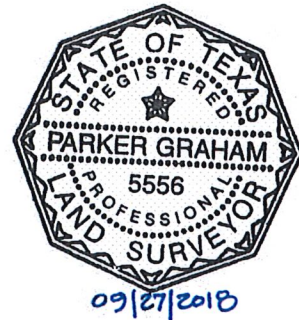
THENCE N 68°42'01" E, with the north line of said 223.444 acre tract (second tract), same being the south line of said 223.444 acre tract (fifth tract) a distance of **114.59 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the west right-of-way line of said County Road 173, same being the northeast

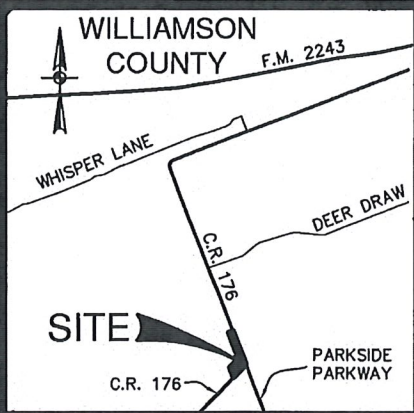
corner of said 223.444 acre tract, (second tract) and the southeast corner of said 223.444 acre tract (fifth tract) hereof;

THENCE S 20°51'14" E, with the west right-of-way line of said County Road 176, same being the east line of said 223.444 acre tract, a distance of **787.73 feet** to the **POINT OF BEGINNING** and containing 3.533 Acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 27, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\10C-MMA RANCH-3.533Acre.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham





LOCATION MAP

NOT-TO-SCALE

OWNER: MMA RANCH LIMITED PARTNERSHIP
 A CALLED 223.444 ACRE TRACT (FIFTH TRACT)
 DOC. NO. 2011065654 (O.P.R.)

40' UTILITY EASEMENT
 1.829 ACRES
 DOC. NO. 2004090570 (O.P.R.)

STA. 131+58.13
 72.43 RT.

STA. 131+56.90
 42.15 LT.

10C

JOHN T. CHURCH SURVEY
 ABSTRACT NO. 140

OWNER: MMA RANCH LIMITED PARTNERSHIP
 A CALLED 223.444 ACRE TRACT (SECOND TRACT)
 DOC. NO. 2011065654 (O.P.R.)

STA. 136+68.85
 66.66 RT.

STA. 137+19.62
 116.55 RT.

STA. 137+81.91
 116.00 RT.

STA. 138+78.39
 315.04 RT.

STA. 141+16.07
 312.36 RT.

STA. 139+44.64
 44.42 LT.
 GRID COORDINATES
 N=10186048.2
 E=3102228.8

P.O.B.

3.533 ACRE
 (153,916 SQUARE FEET)

JAMES B. ALLEN SURVEY
 ABSTRACT NO. 36

- LEGEND:**
- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - FD. FOUND
 - I.R. IRON ROD

- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

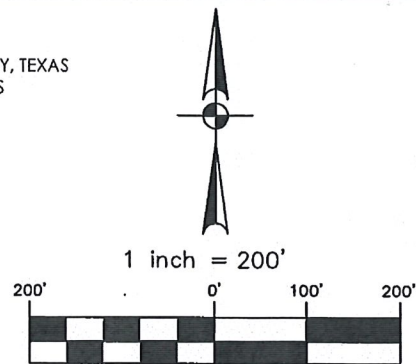


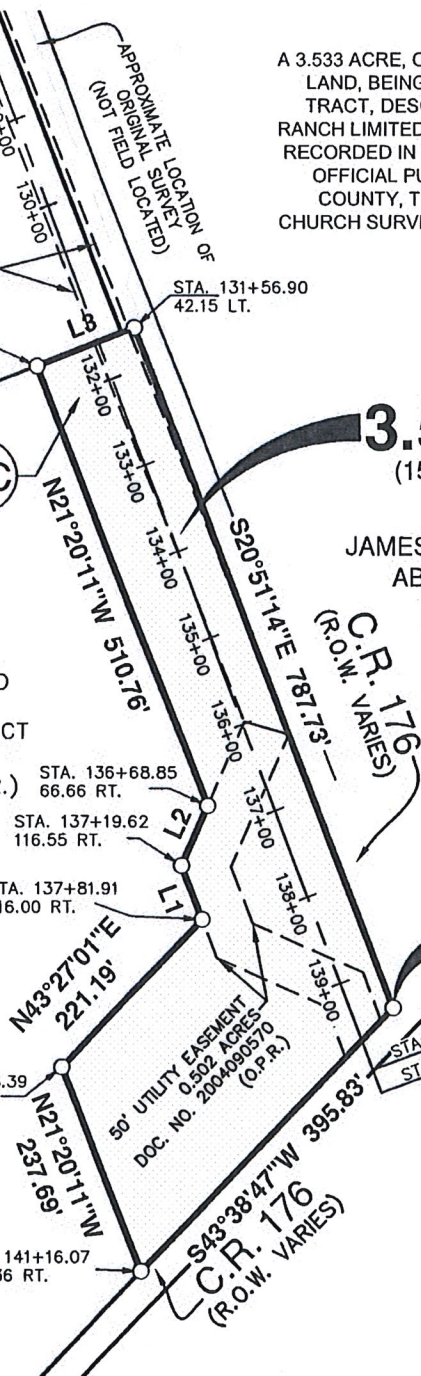
EXHIBIT OF

A 3.533 ACRE, OR 153,916 SQUARE FOOT, TRACT OF LAND, BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

[Handwritten Signature]
 STATE OF TEXAS
 REGISTERED
 PARKER GRAHAM
 5556
 PROFESSIONAL
 LAND SURVEYOR
 9/27/2018



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.544.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801



LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°11'23"W	62.30'
L2	N23°48'37"E	71.17'
L3	N68°42'01"E	114.59'

Date: Sep 27, 2018, 11:27am User: ID: pgraham File: H:\survey\SURVEY16\16-59006 Exhibits\10C-MMA RANCH-3.533_acres R1.dwg

SEPTEMBER 27, 2018

JOB No.: 59006-16

SHEET 1 OF 1

EXHIBIT **C**

County: Williamson
Parcel: 10D
Highway:County Road 176

FIELD NOTES
FOR

A 1.581 ACRE, OR 68,856 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 223.444 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 1.581 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found (Grid Coordinates determined as N=10188628.8, E=3102245.9), on the west line of a called 16.416 acre tract recorded in Document No. 2015017002 of the Official Public Records of Williamson County, Texas, the northeast corner of said called 223.444 acre tract, same being the southeast corner of a called 26.045 acre tract recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas, the **POINT OF BEGINNING** of the herein described tract;

THENCE S 21°35'31" E, with the west line of said 16.416 acre tract, same being the east line of said 223.444 acre tract, a distance of **109.82 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north right-of-way line of County Road 176, a variable width right-of-way, same being a southeast corner of said 223.444 acre tract, also being a southwest corner of said 16.416 acre tract for the southeast corner hereof

THENCE S 68°43'27" W, with the south line of said 223.444 acre tract, same being the north right-of-way line of said County Road 176, a distance of **259.78 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

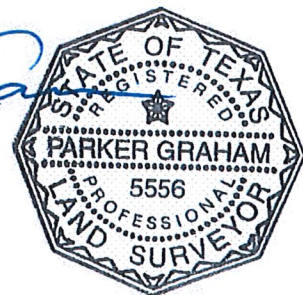
THENCE departing the north right-of-way line of said called County Road 176, through the interior of said called 223.444 acre tract, the following six (6) courses and distances:

1. **N 21°09'56" W**, a distance of **8.94 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **S 68°50'04" W**, a distance of **303.39 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature,

3. along the arc of a curve to the right, having a **radius of 225.00 feet**, a **central angle of 31°12'20"**, a **chord bearing and distance of S 84°26'14" W, 121.03 feet**, an **arc length of 122.54 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency,
4. **N 79°57'36" W**, a distance of **51.33 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
5. **N 34°57'36" W**, a distance of **33.10 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
6. **N 68°02'38" E**, a distance of **730.79 feet** to the **POINT OF BEGINNING** and containing 1.581 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 3, 2017
JOB No.: 59006-16
DOC.ID.: Document1
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham



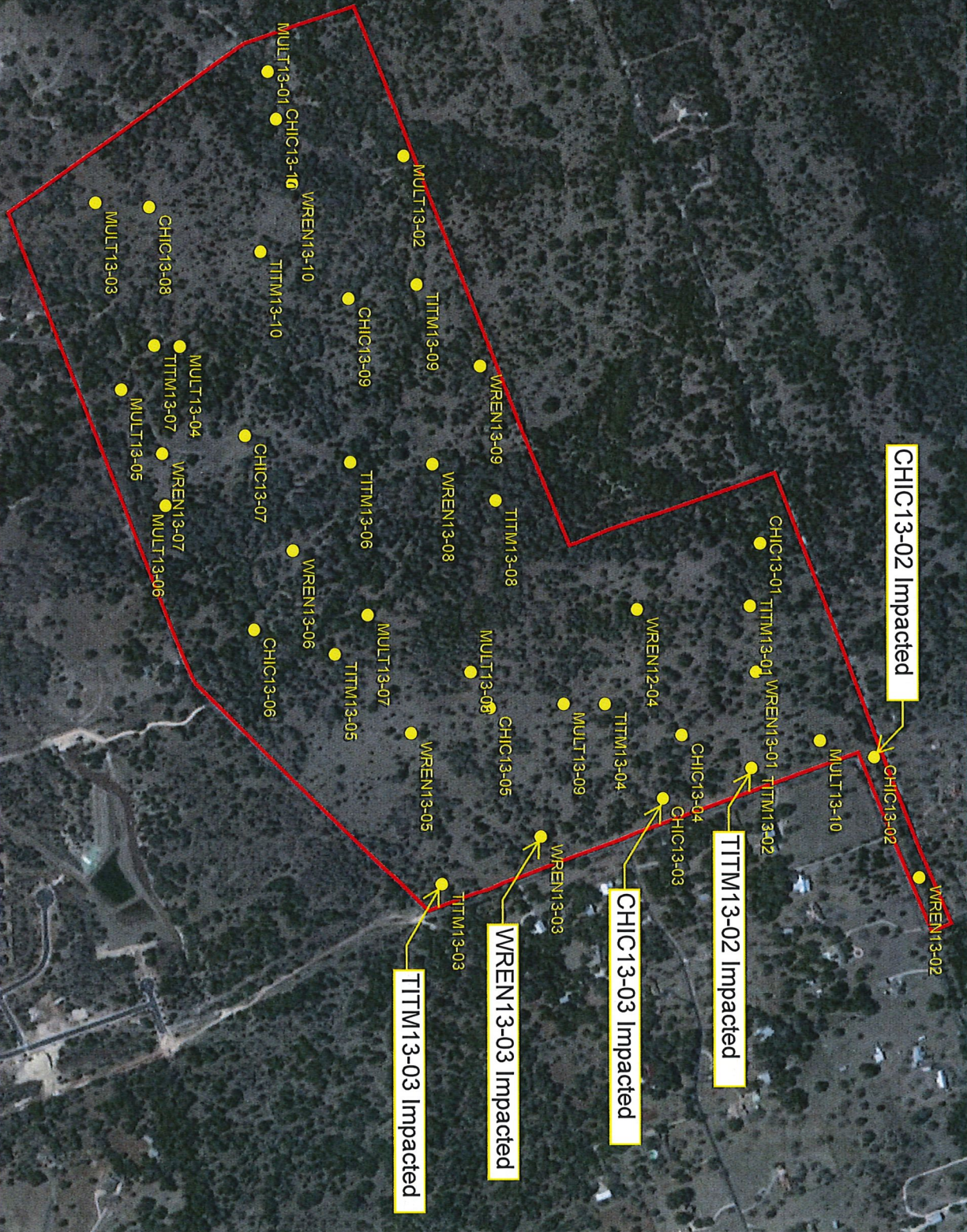
08/15/2017



MMA Ranch Limited Partnership 2013 Wildlife Management Activity - Nest Box Locations



EXHIBIT "D"



 Property Boundary
 Nest Box

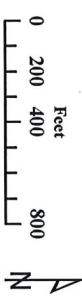


EXHIBIT "E"

Parcels 10A,10B,10C,10D

DEED
CR 176 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 MMA RANCH LIMITED PARTNERSHIP, 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 0.659 acre (28,694 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10B**)

All of that certain 2.962 acre (129,015 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10A**); and

All of that certain 3.533 acre (153,916 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10C**); and

All of that certain 1.581 acre (68,856 Sq. Ft.) tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 10D**)

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 Exhibits "A-C" to wit (the "Retained Property"): Five Birdhouses identified as CHIC13-02, TITM13-02, CHIC13-03, WREN13-03, and TITM13-03 in the purchase contract for the

Property identified herein. Purchaser agrees to remove or relocate the Retained Property identified herein within thirty (30) days after the recording of this Deed, subject to extensions in writing by Purchaser, after which time the property will be subject to immediate removal by Grantee, its contractors or agents.

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 CR176.

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, by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

[signature page follows]

