

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 10

THIS REAL ESTATE CONTRACT ("Contract") is made by HOOTEN FARM, INC., a Texas corporation (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 0.897 acre (39,067 Sq. Ft.) tract of land situated in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10**)

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, any improvements on the Property, and any damage to the remaining property of Seller, shall be the sum of ELEVEN THOUSAND ONE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$11,125.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Concrete Flume. As an obligation which shall survive the Closing of this transaction, and as part of construction of the proposed improvements to CR 101 for which the Property is being acquired, Purchaser shall at its sole cost install and maintain a concrete flume structure as part of the roadside drainage ditch facility, to be constructed in substantial compliance with the location, design, plan and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

2.04. Fence/Driveway Replacement. As an obligation which shall survive the Closing of this transaction, and as part of construction of the proposed improvements to CR 101 for which the Property is being acquired, Purchaser shall at its sole cost (a) construct replacement barbed wire fencing on the new right of way boundary line between the Property and the remaining property of Seller; and (b) relocate or reconstruct the existing gate and solar powered opener approximately twenty (20) feet to the east into the remaining property of Seller, or at other location designated by Seller prior to construction, in order to allow sufficient stacking depth from the proposed CR 101 roadway facility.

The gate and fencing shall be constructed in substantial compliance with the design, plan and specifications as shown on Exhibit "C" attached hereto and incorporated herein, and shall be constructed and installed in a manner which shall continuously contain livestock on the remaining property of Seller unless other arrangements for the temporary relocation of livestock are made between Seller and Purchaser in advance.

Purchaser shall additionally reconstruct the existing driveway to the remaining property of Seller in the location and in substantial compliance with the design, plan and specifications as shown on Exhibit "B". Purchaser shall revegetate the acquired Property according to standard Williamson County design criteria for roadway construction projects. By execution of this Contract Sellers agree to allow Purchaser, its contractors and agents, to temporarily access the remaining property of Seller for the sole purpose of carrying out the obligations of this paragraph.

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 July 15, 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 the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide any reasonably requested assistance, at no cost to Seller, required to cause the Title Company to issue a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price and 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.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be allowed to enter and possess the Property prior to Closing for the sole purpose of completing utility relocation activities associated with the proposed County Road 101 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph.

SELLER:

HOOTEN FARM, INC.,
a Texas corporation

By: Jeran J. Hooten

Name: Jeran J. Hooten

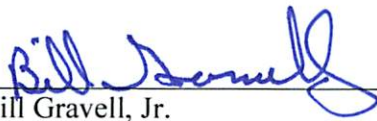
Its: President

Date: June 10, 2019

Address: 7960 Shoal Creek Blvd.
Austin, TX 78757

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

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

Date: 6/18/19

EXHIBIT A

County: Williamson
Parcel: 10
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 10

METES & BOUNDS DESCRIPTION FOR A 0.897 ACRE (39,067 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.86 ACRE TRACT OF LAND AS CONVEYED TO HOOTEN FARMS, INC. BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1039, PAGE 102 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.897 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1-inch iron pipe found at the most southerly southwest corner of the above described Hooten Farms tract at the southeast corner of a called 0.97-acre tract as conveyed to RCNT, LP by warranty deed with vendor's lien as recorded in Document Number 2004072044 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found at the southeast corner of said Hooten Farms tract bears N 68°39'30" E a distance of 1,376.54 feet; Thence with the east line of said RCNT tract, N 21°40'30" W a distance of 300.00 feet to a calculated point at the northeast corner of said RCNT tract, at an inside corner of said Hooten Farms tract; Thence, with a south line of said Hooten Farms tract, S 79°58'30" W a distance of 108.66 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,182,543.10, E: 3,190,894.03) set on the north line of said RCNT tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 46.00 feet right of County Road 101 baseline station 74+22.63;

THENCE, continuing with a south line of said Hooten Farms tract S 79°58'30" W a distance of 29.95 feet to a calculated point at the common west corner of said Hooten Farms tract and the RCNT tract on the east right-of-way line of County Road 101 (width varies), for the southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said County Road 101 and the west line of said Hooten Farms tract the following four (4) courses:

- 1) N 21°44'00" W a distance of 673.07 feet to a calculated angle point;
- 2) N 16°41'30" W a distance of 130.65 feet to a calculated angle point;
- 3) N 09°24'55" W a distance of 23.45 feet to a calculated point at the northwest corner of said Hooten Farms tract, for the northwest corner of the herein described tract; and

- 4) **N 80°50'32" E** a distance of **41.22** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on a north line of said Hooten Farms tract, at the southwest corner of the remaining portion of a called 54.791-acre tract as conveyed to Robert E. Prasatik by warranty deed with vendor's lien as recorded in Volume 772, Page 605 of the Deed Records of Williamson County Texas, for the northeast corner of the herein described tract, 80.33 feet right of County Road baseline station 82+45.41;

THENCE, departing the north line of said Hooten Farms tract and over and across said Hootens Farms tract, **S 21°49'40" E** a distance of **39.38** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 80.00 feet right of County Road baseline station 82+05.71;

THENCE, continuing over and across said Hooten Farms tract, **S 22°25'27" E** a distance of **401.11** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 80.00 feet right of County Road baseline station 78+04.60;

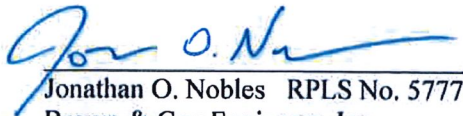
THENCE, continuing over and across said Hooten Farms tract, along said curve to the right, an arc distance of **4.64** feet, having a radius of **10,080.00** feet, a central angle of **0°01'35"** and a chord which bears **S 22°24'39" E** a distance of **4.64** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 80.00 feet right of County Road baseline station 78+00.00;

THENCE, continuing over and across said Hootens Farms tract, **S 10°26'39" E** a distance of **169.03** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 46.00 feet right of County Road baseline station 76+35.00;

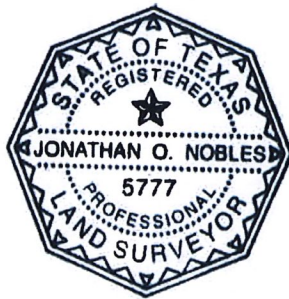
THENCE, continuing over and across said Hootens Farms tract, **S 21°56'01" E** a distance of **212.36** feet to the **POINT OF BEGINNING** and containing 0.897 acre (39,067 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



12/09/2016
Date

Client: Williamson County
Date: December 6, 2016
Job No: 2792-02

APPROXIMATE C. ELEC. ESMT. 10d
VOL. 286, PG. 178 AND
VOL. 477, PG. 366 D.R.W.C.T. 10e

APPROXIMATE C ELEC. ESMT.
VOL. 483, PG. 207 D.R.W.C.T.

REBECCA J. SCHERNIK
REMAINDER OF A
CALLED 89.87 ACRES
VOL. 908, PG. 80
D.R.W.C.T.

PATRICK O. DAUGHERTY
SURVEY, A-184

JAMES C. EAVES
SURVEY, A-213

RCNT. LP
CALLED 0 97 ACRES
EXHIBIT 0
TRACT 15.5040720
DOC. NO. 20040720
O.P.R. N.C.T.
PROPR

P.O.R.

OLLIE CAROLINE
ANDERSON RYDELL
CALLED 58.978 AC
(TRACT TWO)
DOC. NO. 2015063729
O.P.R.W.C.T.

O.R.W.C.T. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
ELEC. ELECTRIC
ESMT. EASEMENT
O.R.W.C.T. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
R.O.W. RIGHT-OF-WAY
LINE BREAK
PROPERTY LINE
() RECORD INFORMATION FROM
VOL. 1039, PG.102
[] RECORD INFORMATION FROM
DOC. NO. 2004072044
{ } RECORD INFORMATION FROM
DOC. NO. 1998034694
● FOUND 1/2" IRON ROD
⊙ FOUND 1" IRON PIPE
○ SET 1/2" IRON ROD WITH
"WILCO ROW 5777" CAP
△ CALCULATED POINT
--- UnP --- OVERHEAD POWER
--- X --- BARBED WIRE FENCE
--- ⊖ --- CHAIN LINK FENCE
--- □ --- GUARDRAIL
--- ASP --- EDGE OF ASPHALT



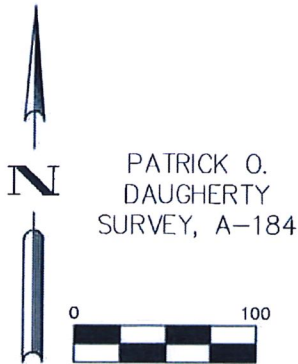
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 10
0.897 ACRE (39,067 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale: 1"=100'	Job No.: 2792-02	Date: 12/06/2016	Page: 3 of 5
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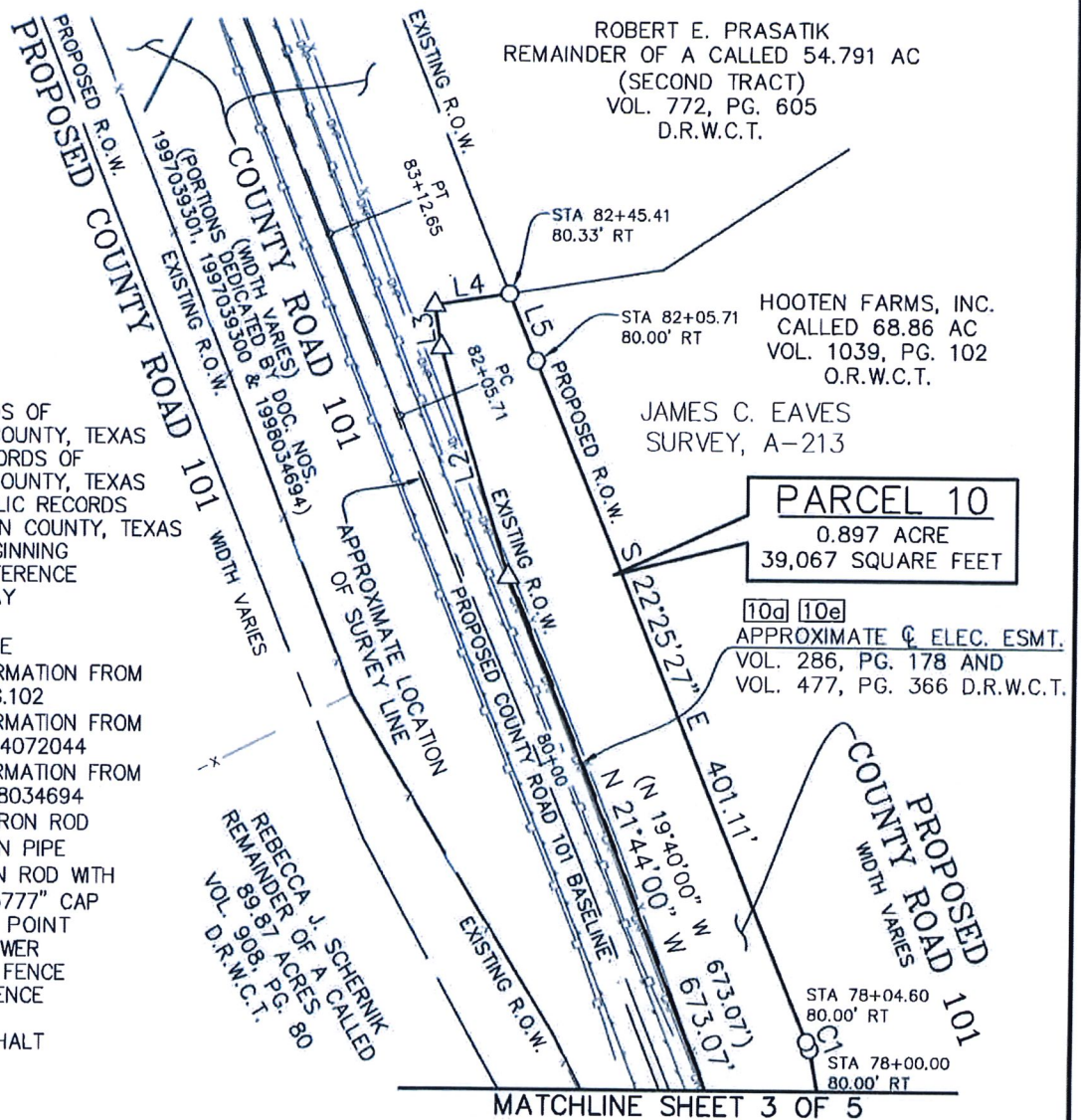
JAMES C. EAVES SURVEY, A-213



PATRICK O.
DAUGHERTY
SURVEY, A-184

LEGEND

- D.R.W.C.T. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
R.O.W. RIGHT-OF-WAY
— LINE BREAK
— PROPERTY LINE
() RECORD INFORMATION FROM
VOL. 1039, PG.102
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● FOUND 1/2" IRON ROD
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"WILCO ROW 5777" CAP
△ CALCULATED POINT
— OVERHEAD POWER
— BARBED WIRE FENCE
— CHAIN LINK FENCE
— GUARDRAIL
— EDGE OF ASPHALT



CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	4.64'	10,080.00'	0°01'35"	S 22°24'39" E	4.64'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 79°58'30" W	29.95'
L2	N 16°41'30" W	130.65'
L3	N 09°24'55" W	23.45'
L4	N 80°50'32" E	41.22'
L5	S 21°49'40" E	39.38'

LINE TABLE

NO.	BEARING	DISTANCE
L6	S 10°26'39" E	169.03'
L7	S 79°58'30" W	108.66'
L8	S 79°58'30" W	138.61'
	(S 81°52'00" W)	(138.61')
	[S 82°17'00" W]	[138.61']



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COUNTY ROAD 101
WILLIAMSON COUNTY

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622258-GTN, DATED EFFECTIVE JUNE 10, 2016 AND ISSUED ON JUNE 21, 2016.

- 10a. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 178, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10b. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 424, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10c. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 287, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10d. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 337, PAGE 260, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10e. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 477, PAGE 366, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10f. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 483, PAGE 207, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10g. EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 503, PAGE 642, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, BLANKET EASEMENT, NOT PLOTTABLE.
- 10h. WATER LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1002, PAGE 828, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. WATER LINE EASEMENT GRANTED TO MICHAEL LEHR BY INSTRUMENT RECORDED IN VOLUME 1016, PAGE 215, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10j. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN AGREEMENT CONCERNING LAKE RECORDED IN VOLUME 1337, PAGE 834, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.



Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BROWN & GAY ENGINEERS, INC.
 7000 NORTH MOPAC, SUITE 330
 AUSTIN, TEXAS 78731
 TELEPHONE: (512) 879-0400



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 Tel: 512-879-0400 • www.browngay.com
 TBPLS Licensed Surveying Firm No. 10106502

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 SHOWING PARCEL 10
 0.897 ACRE (39,067 S.F.)
 COUNTY ROAD 101
 WILLIAMSON COUNTY

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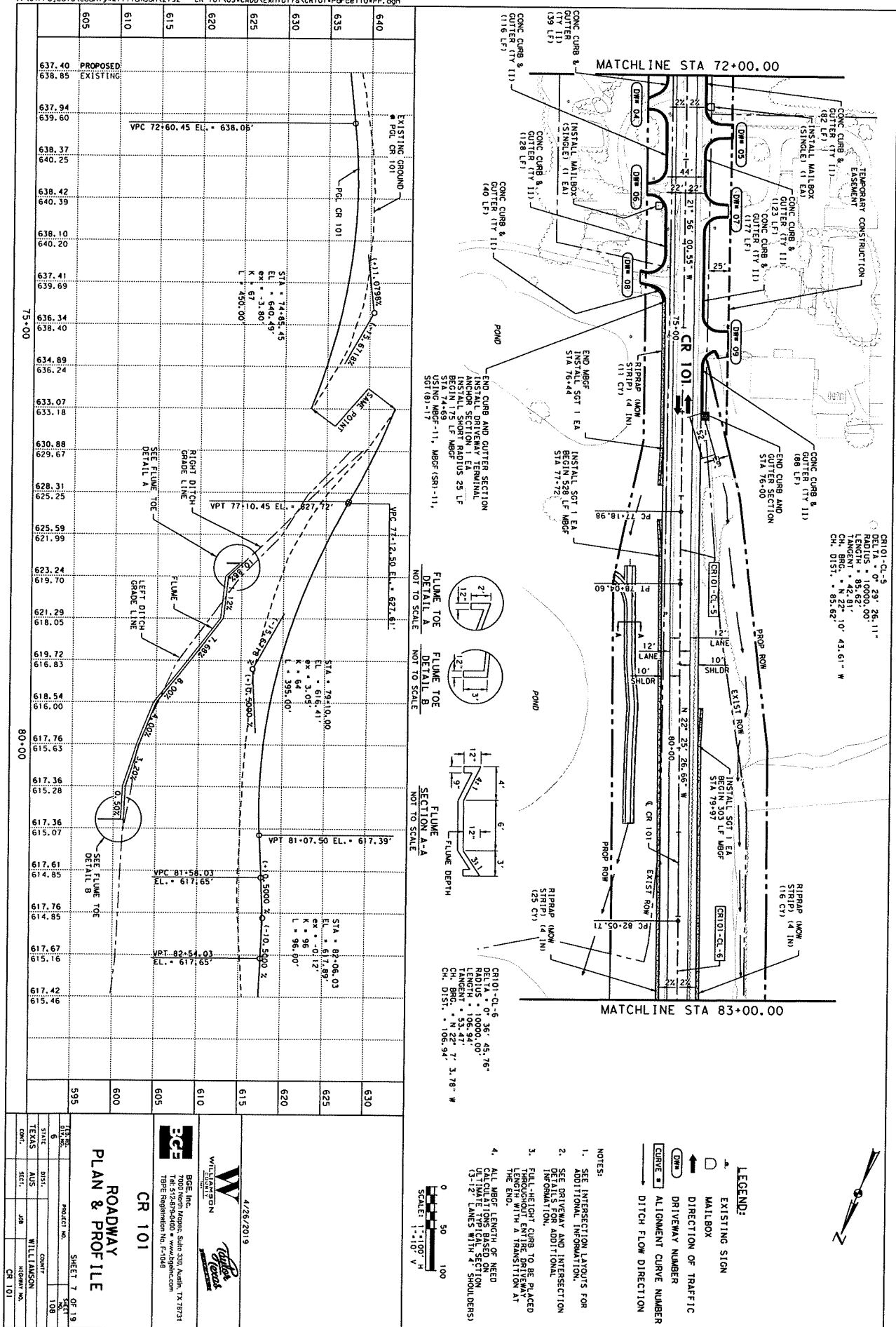
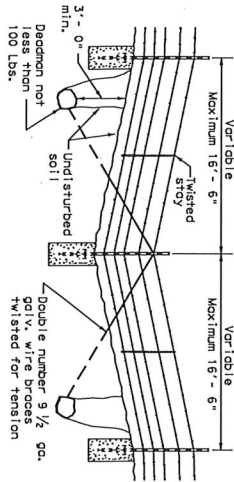


EXHIBIT "C"

DATE: FILE:

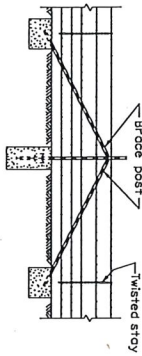
DISCLAIMER:

The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

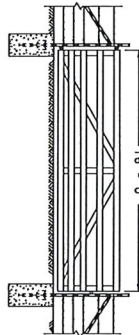


DETAIL OF FENCE SAG

CORNER OR PULL POST ASSEMBLY



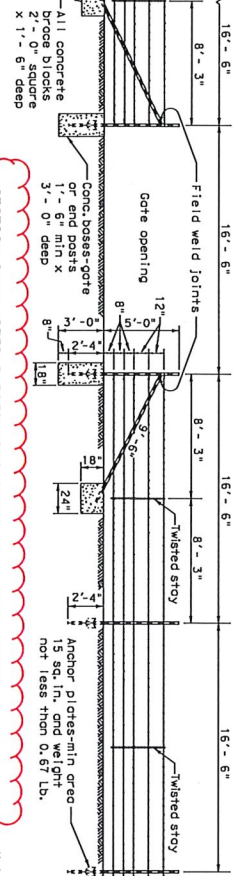
DETAIL TYPE 1 GATE



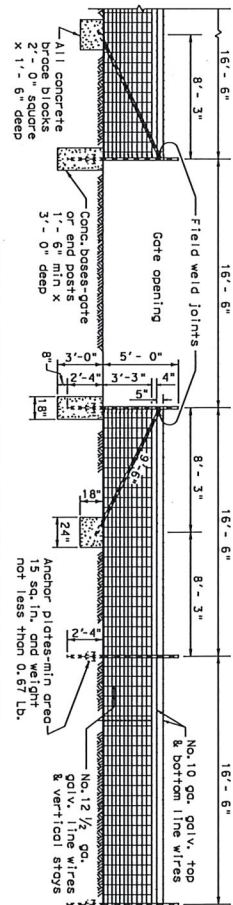
NOTE: Gate shall consist of 5 panels not less than 2'-0" high and shall be aluminum or galvanized metal and of not less than 1/2" thick. The gate shall meet the approval of the Engineer.

SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS

BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)



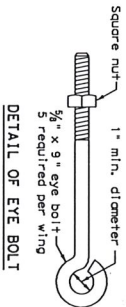
Note: Steel pipe and T-post requirements, (See General Notes 6 & 7)



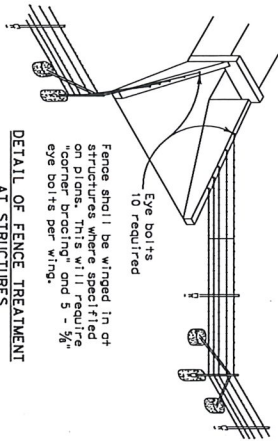
SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

GENERAL NOTES

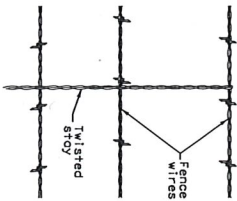
- Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
- Locations for Type 1 and Type 2 gates shall be good working ground, and the gate shall be suitable to the gate and shall be approved by the Engineer.
- Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
- Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned on the top to shed water.
- Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
- Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1/4" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. The brace shall be secured by the Engineer with a 1/2" galv. wire. Tubular posts shall be fitted with water molleable iron caps.
- If steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin. ft.). These items shall be in accordance with Item 552, "Wire Fence."
- Barbed wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.
- Woven Wire Fence (Type D) shall be in accordance with ASTM A 115, Class 1 No. 12-1/2 grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere in these plans.



DETAIL OF EYE BOLT



DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STAY (Barbed Wire Fence)

Texas Department of Transportation		Design Division	
BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)		Standard	
WF (2) - 10			
FILED	DATE	BY	CHK
1385	12/20/07	JAM	12/20/07
REVISIONS	DATE	BY	CHK
1	12/20/07	JAM	12/20/07
2	12/20/07	JAM	12/20/07
3	12/20/07	JAM	12/20/07
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99	12/20/07	JAM	12/20/07
100	12/20/07	JAM	12/20/07

EXHIBIT "D"

Parcel 10

DEED

County Road 101 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 HOOTEN FARM, INC., a Texas corporation, 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 0.897 acre (39,067 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10**)

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 101.

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 _____, 2019.

GRANTOR:

HOOTEN FARM, INC.,
a Texas corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____, 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: