

REAL ESTATE CONTRACT
County Road 100/118 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHRISTY D. NOREN and JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST** (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:

Being a 1.273 acre (55,443 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**);

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 the remaining property of Seller, shall be the sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED THIRTY-TWO and 00/100 Dollars (\$120,532.00).

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.

**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.

See Addendum to Article IV attached hereto and incorporated herein.

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 Longhorn Title Company on or before December 31, 2021, 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 monetary 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 "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

ADDENDUM TO ARTICLE IV

3. All references in Article IV or elsewhere in this Contract to "Seller's knowledge" or "Seller's actual knowledge" or the "best of Seller's knowledge" (i) shall refer solely to the actual knowledge (as opposed to constructive, deemed or imputed knowledge) of Christy D. Noren and Jenny E. Noren as Co-Trustees of the John W. Noren Family Trust, (ii) shall not be construed to refer to the knowledge of any other employee, officer, director, shareholder or agent of Seller or any affiliate of Seller, (iii) shall not impose upon the foregoing individual(s) any duty to investigate the matter to which the actual knowledge, or the absence thereof, pertains and (iv) shall not impose any personal liability upon such person for the inaccuracy of such representation or warranty. Notwithstanding anything in this Contract to the contrary, in the event that any of the Seller's representations or warranties in this Contract becomes untrue or materially inaccurate between the Effective Date and the date of Closing, Seller will promptly notify Purchaser of same before Closing, whereupon Purchaser shall as its sole and exclusive alternative remedies have the right to either (i) terminate this Contract within five (5) days of receipt of notice of such fact by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Purchaser and the parties shall have no further obligations hereunder other than the Surviving Obligations, (ii) waive any claim or cause of action relating to such fact and proceed to Closing or (iii) extend the Closing for a period of time not to exceed ten (10) days in order that Seller may attempt to cure the default. If Purchaser fails to notify Seller of such election within five (5) days of its receipt of such notice from Seller, then Purchaser shall be deemed to have elected item (ii) of the preceding sentence. Purchaser shall not have the right to make a claim under any particular representation or warranty of Seller to the extent that, prior to Closing, Purchaser becomes aware that the representation or warranty is not accurate and elects to proceed to close. Seller's representations and warranties in Article IV shall survive the Closing for a period of one (1) year.

4. **AS IS.** Purchaser acknowledges and agrees that, other than as may be specifically set forth herein, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations

regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser is relying solely on their own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information. Purchaser further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Purchaser acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property. The terms of this paragraph will be included in the Deed delivered at closing, will survive closing and will survive any termination of this Contract.

[signature on following pages]

SELLER:

Christy D. Noren Co-trustee

Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

Address: 3711 County Road 100
Hutto, Tx. 78634

Date: 11-24-2021

Jenny E. Noren, Co-trustee

Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

Date: 11-24-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

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

Date: Dec 8, 2021

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

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 118
Limits: From: C.R. 119

Page 1 of 7
June 28, 2021

To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 1.273 ACRE (55,443 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 142.38 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST, RECORDED MARCH 2, 2015 IN DOCUMENT NO. 2015015381, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING FURTHER DESCRIBED IN DOCUMENT NO. 1996067073, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.273 ACRE (55,443 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 211.71 feet left of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 118+76.79 on the existing north right-of-way line of C.R. 100, a variable width right-of-way, no record information found, for the southeast corner of a called 2.78 acre tract of land, described in a deed to Daniel Robert Madueno and Deborah R. Taylor, husband and wife, recorded in Document No. 2012092102, O.P.R.W.C.TX., same being the most southerly southwest corner of said remainder of a called 142.38 acre tract;

THENCE, with the existing north right-of-way line of said C.R. 100, the following two (2) courses and distances:

S 67°55'55" E, a distance of 98.95 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract, and

S 70°48'15" E, a distance of 130.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,142.42, E=3,168,138.94) set 68.01 feet left of C.R. 118 E.C.S 120+76.36 on the proposed north right-of-way line of C.R. 118, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 68°30'24" E, departing the existing north right-of-way line of said C.R. 100, with the proposed north right-of-way line of said C.R. 118, over and across said remainder of a called 142.38 acre tract, a distance of 1,303.42 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 133+79.78, on the common line of said remainder of a called 142.38 acre tract and a called 134.57 acre tract of land, described in a deed to Rose K. Anderson and Geraldine R. Almquist, recorded in Document No. 2014080794, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 21°33'47" E, continuing with the proposed north right-of-way line of said C.R. 118, a distance of 38.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 29.05 feet left of C.R. 118 E.C.S 133+79.83 (1/2-inch iron pipe found but replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") on the existing north right-of-way line of said C.R. 100, for the southwest corner of said 134.57 acre tract, same being the southeast corner of said remainder of a called 142.38 acre tract and the parcel described herein;

THENCE departing the proposed north right-of-way line of said C.R. 118, with the existing north right-of-way line of said C.R. 100, the following four (4) courses and distances numbered 3-6:

3) S 68°01'43" W, a distance of 1,042.15 feet to a calculated point, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein,

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 118
Limits: From: C.R. 119

Page 2 of 7
June 28, 2021

To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

- 4) S 70°23'43" W, a distance of 199.71 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein,
- 5) N 86°49'58" W, a distance of 33.04 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein, and
- 6) N 70°48'15" W, a distance of 41.85 feet to the **POINT OF BEGINNING**, and containing 1.273 acres (55,443 sq. ft.) of land, more or less.

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

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.


THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



 6/28/21

 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "A"

DANIEL ROBERT MADUENO
AND DEBORAH R. TAYLOR,
HUSBAND AND WIFE
CALLED 2.78 AC.
DOC. NO. 2012092102
O.P.R.W.C.TX.

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.P.R.W.C.TX.

JOHN DYKES SURVEY
ABSTRACT NO. 186

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N86°49'58"W	33.04'
L3	N70°48'15"W	41.85'

ENGINEER'S CENTERLINE
CURVE DATA
PT 100+117.97, 01
N = 10, 186, 974.33
E = 3, 167, 897.68
Δ = 22° 23' 26.86" (LT)
D = 4° 18' 26.74"
L = 519.82'
T = 263.27'
R = 1,330.16'
PC Stn 115+33.74
PT Stn 120+53.56

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
CALLED 0.725 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1997049549
O.P.R.W.C.TX.

P.O.B.
N = 10, 187, 142.42
E = 3, 168, 138.94
L = 120+76.56
68.01' LT

N68°30'24"E 1,303.42'

PROPOSED ROW

(5) (1.273 AC.)

EXISTING ROW

S70°23'43"W 199.71'

C.R. 118
ENGINEER'S CENTERLINE

PT 120+53.56

N68°30'24"E 1,347.82'

C.R. 100
(VARIABLE WIDTH R.O.W. -
NO RECORD INFORMATION FOUND)

EXISTING ROW

FILE: \\samin\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\p-5p-5.3.dgn REF. FIELD NOTE NO. 48865
EXISTING *133.99 AC. ACQUIRE 1.273 AC. REMAINING 132.717 AC. LEFT



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

SAI

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

EXHIBIT "A"

JOHN DYKES SURVEY
ABSTRACT NO. 186

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C. TX.
FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.R.W.C. TX.

N68° 30' 24" E 1,303.42'

PROPOSED ROW

(5) (1.273 AC.)

EXISTING ROW

(S70° 35' 30" W 1,042.22')

S68° 01' 43" W 1,042.15'

EXISTING ROW

C.R. 118

ENGINEER'S CENTERLINE

125.00

C.R. 100

(VARIABLE WIDTH R.O.W. - NO RECORD INFORMATION FOUND)

N68° 30' 24" E 1,347.82'

EXISTING ROW

EXISTING ROW

FILE: \\semine\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\VP-5VP-5-4.dgn REF. FIELD NOTE NO. 48865
EXISTING *133.99 AC. ACQUIRE 1.273 AC. REMAINING 132.717 AC. LEFT

PAGE 4 OF 7



GRAPHIC SCALE
SCALE: 1" = 50'

WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

MATCH SHEET 3 OF 7

MATCH SHEET 5 OF 7

EXHIBIT "A"

JOHN DYKES SURVEY
ABSTRACT NO. 186

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.R.W.C.TX.

MATCH SHEET 4 OF 7

MATCH SHEET 6 OF 7

N68° 30' 24" E 1,303.42'

PROPOSED ROW

(5) (1.273 AC.)

EXISTING ROW

(S70° 35' 30" W 1,042.22')

EXISTING ROW

S68° 01' 43" W 1,042.15'

C.R. 118

ENGINEER'S CENTERLINE

C.R. 100

130+00

(VARIABLE WIDTH R.O.W. - NO RECORD INFORMATION FOUND)

N68° 30' 24" E 1,347.82'

EXISTING ROW

EXISTING ROW



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

FILE: \\saminc\AUS\PROJECTS\101905277AE\100\Survey\03ExhibitSP-5P-5.5.dgn

PAGE 5 OF 7
REF. FIELD NOTE NO. 48865

EXISTING

*133.99 AC.

ACQUIRE

1.273 AC.

REMAINING

132.717 AC. LEFT

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

EXHIBIT "A"

JOHN DYKES SURVEY
ABSTRACT NO. 186

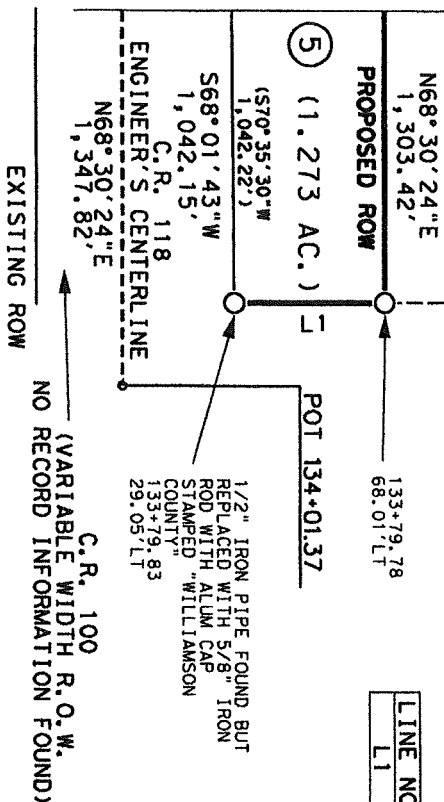
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C. TX.

FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.R.W.C. TX.

ROSE K. ANDERSON AND
GERALDINE R. ALMOJIST
A CALLED 134.57 AC.
DOC. NO. 2014080794
O.P.R.W.C. TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°33'47"E	38.96'



FILE: \\semine\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\5-P-5-6.dgn REF. FIELD NOTE NO. 48865
EXISTING *133.99 AC. ACQUIRE 1.273 AC. REMAINING 132.717 AC. LEFT

SAM

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Building Two, Suite 100
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

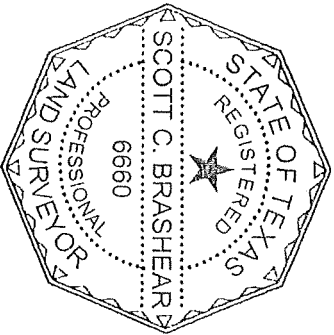
GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

MATCH SHEET 5 OF 7

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE 1 CONCRETE MONUMENT FOUND
- ⊙ TXDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊙ 80D NAIL FOUND
- ⊙ MAGNAIL FOUND
- ⊙ SPINDLE FOUND
- ⊙ RAILROAD TIE
- ⊙ CALCULATED POINT
- ⊙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPOSED TEMPORARY EASEMENT LINE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.

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

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

6/28/21

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

FILE: \\sami\inc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-5\P-5.6.dgn REF. FIELD NOTE NO. 48865

EXISTING *133.99 AC. ACQUIRE 1.273 AC. REMAINING 132.717 AC. LEFT

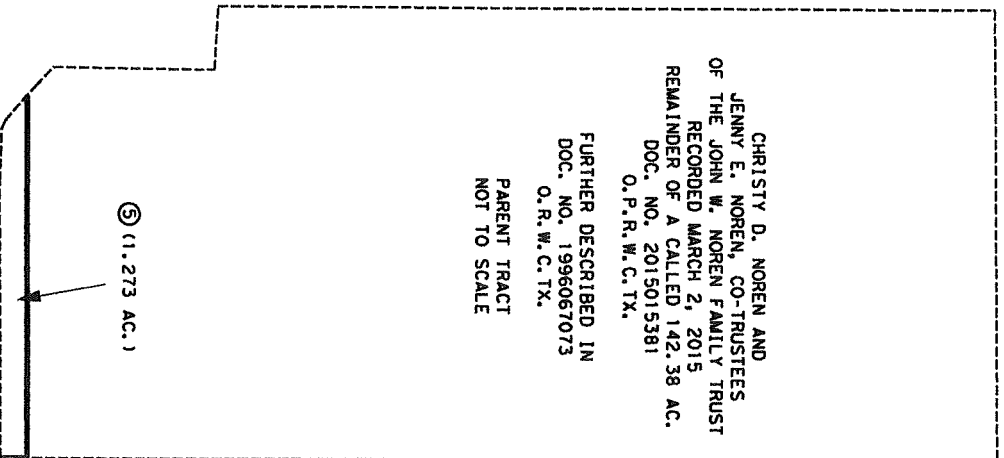


EXHIBIT "B"

Parcel 5

DEED

County Road 100/118 Right of Way

THE STATE OF TEXAS

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§
§

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 the **CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST**, 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 (the "Property"):

Being a 1.273 acre (55,443 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**)

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 100/118.

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

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 _____, 2021.

GRANTOR:

Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS

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§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Christy D. Noren, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

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This instrument was acknowledged before me on this the _____ day of _____,
2021 by Jenny E. Noren, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: