

## **REAL ESTATE CONTRACT**

### **North Mays Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 3724 ACQUISITIONS LLC, a Texas limited liability company (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 5.235 acres (228,015 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5 P1**); and

All of that certain 0.044 acres (1,934 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 P2**);

together with all and singular the rights and appurtenances pertaining to the property (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-B" 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 or cost to cure the remaining property of Seller shall be the sum of FIFTY-FIVE THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars (\$55,790.00).

Pursuant to the provisions of that certain Possession and Use Agreement for Transportation Purposes which is recorded as Document No. 2017080366, Official Records of Williamson County, Texas, Purchaser has previously paid to the prior owner of the Property compensation of \$47,511.00 which amount was to be credited against any final purchase price for the Property. **Therefore, the current net Purchase Price due and owing for the Property will**

be the sum of EIGHT THOUSAND TWO HUNDRED SEVENTY-NINE and 00/100 Dollars (\$8,279.00).

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

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 Texas National Title Company on or before March 31, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (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 marketable 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.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser'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 be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the 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 respectively as incurred.

### **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. The parties to this Contract are contemporaneously entering a Real Estate Contract for 5.326 acres of land identified as Parcel 6 ("Contemporaneous Contract"). Other than the Contemporaneous Contract, 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:**

**3724 ACQUISITIONS LLC,  
a Texas limited liability company**

By: 

Name: Manny Farahani


Address: 3724 Jefferson Street  
Suite 210  
Austin, Texas 78731

Its: \_Manager

Date: 2-14-22

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By:   
Valerie Covey  
County Commissioner

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

Date: Feb 22, 2022

EXHIBIT A

County: Williamson  
Parcel : 5 Part 1  
Highway: N. Mays

**PROPERTY DESCRIPTION FOR PARCEL 5 PART 1**

DESCRIPTION OF A 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, 163.75 feet right of proposed North Mays Baseline Station 55+88.08, being an ell corner in the common boundary line of said Lot 1 and Lot 2, Block "A", of said Cypress Addition;

THENCE, with said common boundary line, N 66°37'12" W for a distance of 61.32 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW - 5050" (Grid Coordinates determined as N=10173449.80, E=3129439.96 (TxSPC Zone 4203) set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, in the proposed easterly right-of-way (ROW) line of North Mays (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 1) S 15°31'49" W, for a distance of 642.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 49+54.13, for an ell corner;
- 2) S 60°31'49" W, for a distance of 63.64 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 60.00 feet right of proposed North Mays Baseline Station 49+09.13, for an ell corner;
- 3) S 15°31'49" W, for a distance of 699.42 feet to a calculated point in the southerly boundary line of said Lot 1, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, being in the approximate centerline of Chandler Branch, same being in the northerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a disturbed 1/2" iron rod found, being a witness corner per said Cypress Addition bears S 60°04'07" E at a distance of 75.25 feet;

THENCE, departing said proposed ROW line, with the approximate centerline of said Chandler Branch, same being with the common boundary line of said Lot 1 and said remainder of the 26.864 acre tract, the following two (2) courses:

- 4) N 65°15'12" W, for a distance of 37.96 feet to a calculated angle point;
- 5) S 75°43'18" W, for a distance of 100.87 feet to a calculated point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, in the proposed westerly ROW line of said North Mays, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "BAKER AICKLEN" found, being a witness corner per said Cypress Addition bears N 70°31'37" W at a distance of 134.86 feet;

THENCE, departing said remainder of the 26.864 acre tract, same being the approximate centerline of said Chandler Branch, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 6) N 15°31'49" E, for a distance of 758.09 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 49+23.73, for an angle point;
- 7) N 29°28'11" W, for a distance of 42.43 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 49+53.73, for an ell corner;
- 8) N 15°31'49" E, for a distance of 736.46 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, being in said common boundary line of Lot 1 and Lot 2, for the northwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said common boundary line, the following three (3) courses:

- 9) S 34°32'42" E, for a distance of 19.87 feet to a 1/2" iron rod found, for an angle point;
- 10) S 23°10'54" W, for a distance of 55.00 feet to a 1/2" iron rod found, for an ell corner;
- 11) S 66°37'12" E, at a distance of 153.52 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 35.00 feet right of proposed North Mays Baseline Station 56+01.97, in said proposed easterly ROW line, and continuing with said proposed ROW for a total distance of 193.90 feet to the POINT OF BEGINNING, containing 5.235 acres (228,015 square feet) of land, more or less;

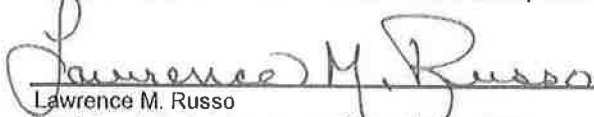
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
Lawrence M. Russo

Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

04/28/2017  
Date



# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 3 OF 5

DAVID CURRY SURVEY  
ABSTRACT NO. 130

NUMBER	DIRECTION	DISTANCE
L1	N66° 37' 12" W	61.32'
L2	S60° 31' 49" W	63.64'
L3	S15° 31' 49" W	699.42'
L8	N15° 31' 49" W	758.09'
L9	N29° 28' 11" W	42.43'
L10	S34° 32' 42" E	19.87'
L11	S23° 10' 54" W	55.00'
(L11)	(S25° 31' 38" W)	(55.00')
L12	S66° 37' 12" E	40.38'

BLOCK "A"

LOT 1  
(79.381 AC.)

CYPRESS ADDITION  
CAB. N. SLD. 266-268  
P.R.W.C.T.

DENTENTION POOL  
EASEMENT BRUSHY  
CREEK WCD NO. 1  
32.348 AC.  
EXHIBIT "B"  
VOL. 1163, PG. 15  
O.P.R.W.C.T.

STA. 49° 53.73  
95.00' LT

STA. 49° 23.73  
65.00' LT

SEE SHEET 4  
STA. 49° 00.00

PROPOSED  
N. MAYS  
(R.O.W. WIDTH 50 FT.)

PART 1  
5.235 AC.  
228,015 SQ. FT.

PROPOSED R.O.W.  
S15° 31' 49" W 642.33'

STA. 49° 54.13  
105.00' RT

STA. 49° 09.13  
60.00' RT

CYPRESS ADDITION  
CAB. N. SLD. 266-268  
P.R.W.C.T.

LOT 2  
(30.426 AC.)

STA. 56° 01.97  
65.00' RT

P.O.R.  
STA. 55° 88.08  
165.75' RT

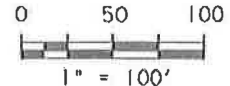
P.O.B.  
STA. 55° 96.45  
105.00' RT  
GRID COORDINATES:  
N=10173449.80  
E=3129439.96

CYPRESS ADDITION  
CAB. N. SLD. 266-268  
P.R.W.C.T.

BLOCK "A"

LOT 1  
(79.381 AC.)

WC ROUND ROCK LAND PARTNERS, LP  
LOTS 1 & 2, CYPRESS ADDITION  
DOC. No. 2013115122  
O.P.R.W.C.T.



**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

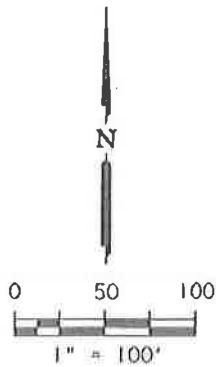
PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLAMSON

**PARCEL 5  
PART 1**



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 4 OF 5

WC ROUND ROCK LAND PARTNERS, LP  
LOTS 1 & 2, CYPRESS ADDITION  
DOC. No. 2013115122  
O.P.R.W.C.T.

LOT 1  
(79.381 AC.)

CYPRESS ADDITION  
CAB. N, SLD. 266-268  
P.R.W.C.T.

BLOCK "A"

DAVID CURRY SURVEY  
ABSTRACT NO. 130

SOUTHWESTERN BELL  
TELEPHONE CO.  
& TEXAS POWER & LIGHT CO.  
20' WIDE EASEMENT  
VOL. 973, PG. 18  
& VOL. 1595, PG. 226  
O.R.W.C.T.

CITY OF ROUND ROCK  
WASTEWATER LINE  
EASEMENT  
DOC. No. 2003119382  
O.P.R.W.C.T.

BAKER-AICKLEN  
"WITNESS"

LOT 2

THE RIDGE AT  
ROUND ROCK REPLAT  
CAB. R, SLIDE 101  
P.R.W.C.T.

SEE SHEET 3  
STA. 49+00.00

PART I  
5,235 AC.  
228,015 SQ. FT.

LOT 1  
(79.381 AC.)

DENTENTION POOL  
EASEMENT BRUSHY  
CREEK WC ID NO. 1  
32,348 AC  
EXHIBIT "B"  
VOL. 1163, PG. 15  
O.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L4	S60°04'07"E	75.25'
L5	N65°15'12"W	37.96'
L6	S75°43'18"W	100.87'
L7	N70°31'37"W	134.86'

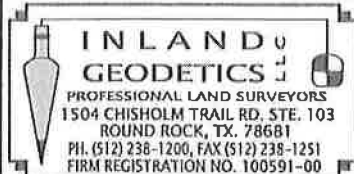
STA. 42+09.71  
60.00' RT

STA. 41+65.64  
65.00' LT

DISTURBED  
"WITNESS"

CITY OF ROUND ROCK  
15' WIDE PUE  
VOL. 1293, PG. 169  
O.R.W.C.T.

BRIAN T. &  
TRINA D. DEE  
(REMAINDER OF 26,864 AC.)  
DOC. NO. 2008040866  
O.P.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF  
WC ROUND ROCK  
LAND PARTNERS, LP

PARCEL 5  
PART I

SCALE  
1" = 100'

PROJECT  
N. MAYS EXTENSION

COUNTY  
WILLIAMSON

## LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 5 OF 5

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
✱	FENCE CORNER POST FOUND	⊕	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊛	COTTON GIN SPINDLE FOUND	— —	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	OFFICIAL RECORDS
	STAMPED "WILCO-ROW-5050" SET	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

1. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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

*Lawrence M. Russo*  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE: 05/03/2017



	ACRES	SQUARE FEET
ACQUISITION PART 1	5.235	228,015
ACQUISITION PART 2	0.044	1,934
TOTAL ACQUISITION	5.279	229,949
DEED AREA	79.381	3,457,836
REMAINDER AREA	74.102	3,227,887



PARCEL PLAT SHOWING PROPERTY OF  
WC ROUND ROCK  
LAND PARTNERS, LP

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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PARCEL 5  
PART 1

EXHIBIT **B**

County: Williamson  
Parcel : 5 Part 2  
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 2

DESCRIPTION OF A 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO: 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDES 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" Iron rod found 153.13 feet left of proposed North Mays Baseline Station 63+09.67, for an angle point in the common boundary line of said Lot 1 and Lot 2, Block "A", said Cypress Addition;

THENCE, with the common boundary line of said Lot 1 and Lot 2, S 23°25'30" W, for a distance of 385.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" (Grid Coordinates determined as N=173858.65, E=3129400.11) (TxSPC Zone 4203) set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in the proposed westerly right-of-way (ROW line of North Mays (ROW width varies), for the POINT OF BEGINNING of the herein described tract;

THEN, departing said proposed ROW line, continuing with said common boundary line the following two (2) courses:

- 1) S 23°25'30" W, for a distance of 203.88 feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN" found, being an ell corner, for the southeasterly corner of the herein described tract;
- 2) N 66°36'44" W, for a distance of 18.97 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said proposed ROW line, for the southwesterly corner of the herein described tract, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;
- 3) THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, N 28°44'26" E, for a distance of 204.77 feet to the POINT OF BEGINNING, containing 0.044 acres (1,934 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

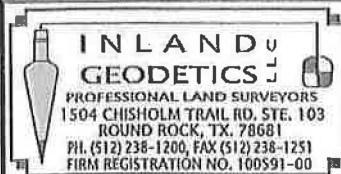
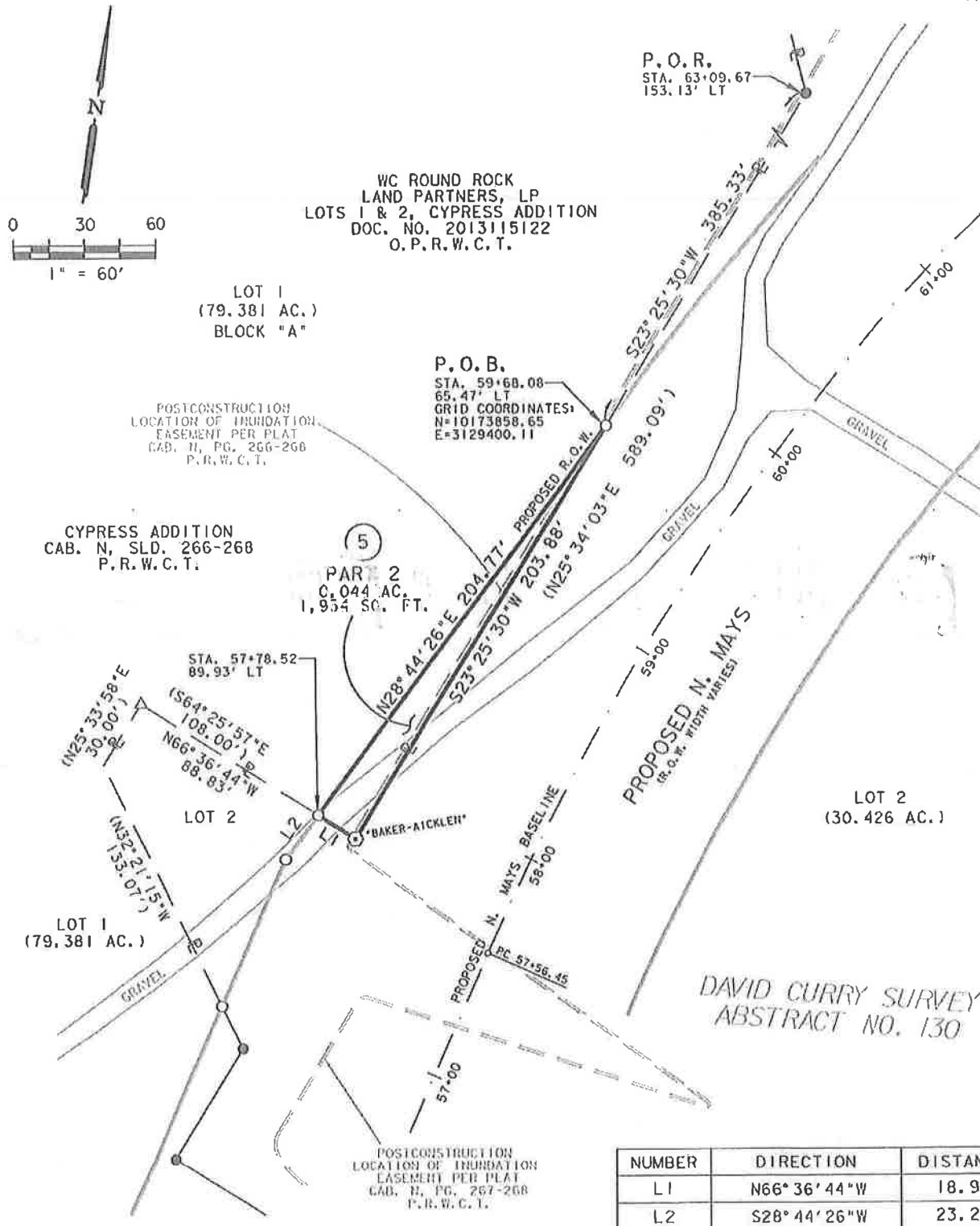


Date 04/28/2017

# EXHIBIT "B"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 2 OF 3



PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

**PARCEL 5  
PART 2**

SCALE 1" = 60'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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## EXHIBIT "B"

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 3 OF 3

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	—/—	LINE BREAK
⊛	COTTON GIN SPINDLE FOUND	∞	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	OFFICIAL RECORDS
	STAMPED "WILCO-ROW" SET	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

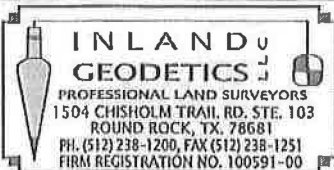
*Lawrence M. Russo*  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE

04/28/2017



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PARCEL PLAT SHOWING PROPERTY OF  
WC ROUND ROCK  
LAND PARTNERS, LP

SCALE

1" = 60'

PROJECT

N. MAYS EXTENSION

COUNTY

WILLIAMSON

PARCEL 5  
PART 2

# EXHIBIT "C"

NMays--Parcel 5

## DEED

North Mays 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 **3724 ACQUISITIONS LLC, a Texas limited liability company**, 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):

All of that certain 5.235 acres (228,015 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5 P1**); and

All of that certain 0.044 acre (1,934 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 P2**);

**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-B" 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 the State of 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 North Mays Street.

**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 \_\_\_\_\_, 2022.

*[signature pages follow]*



**GRANTOR:**

3724 ACQUISITIONS LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§  
§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_, in the capacity and for the purposes and consideration  
recited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**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:**