

**REAL ESTATE CONTRACT**  
**REUSE WATERLINE EASEMENT—PHASE II**

This Real Estate Contract ("Contract") is entered into between **Avery Ranch Company, Ltd., a Texas limited partnership; and Charles N. Avery, III, Trustee** of the Charles N. Avery, III Exempt Trust; **John S. Avery, Trustee** of the John S. Avery Exempt Trust; **A. Nelson Avery, Trustee** of the A. Nelson Avery Exempt Trust; and **Lucille Christina Avery Fell Trustee** of the Lucille Christina Avery Fell Exempt Trust, ("Seller"), and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Buyer") upon the terms and conditions set forth as follows:

**1. Purchase and Sale of Property**

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, a permanent waterline easement interest in and to three parcels of land totaling approximately 2.952 acres of land located in Williamson County, Texas, being more particularly described by metes and bound in Exhibits A-C, attached hereto and incorporated herein.

1.02 Seller further sells and agrees to convey, and Buyer purchases and agrees to pay for, a temporary construction easement interest for the purposes of installing reuse waterline facilities within the adjacent permanent easement property, in and to certain property of Seller totaling approximately 9.632 acres of land located in Williamson County, Texas, and being more particularly described on the plats to accompany the property descriptions in Exhibits A-C, attached hereto and incorporated herein.

1.03 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

**2. Sales Price**

2.01 Amount of Sales Price. The sales price for the Property shall be the sum of TWO HUNDRED NINETY TWO THOUSAND TWO HUNDRED THIRTY and NO/100 DOLLARS (\$292,230.00)("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the closing.

2.03 Additional Consideration. As additional consideration, Buyer shall reimburse Seller for the reasonable cost to remove or relocate any improvements in conflict with the waterline installation project contemplated within the Property, and as set out in further detail in the proposed easement document attached hereto as Exhibit D. In addition, as an obligation which shall survive the Closing of this transaction, Buyer agrees to cause the boundary of the Easement to be staked on the ground on or before January 15, 2014, in order to allow any farming tenants on the property to identify areas where no crops shall be planted during installation of the waterline facilities as contemplated herein.

### 3. Buyers Obligations

3.01 Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 30 days of the execution of this Contract, Seller, at Seller's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before the expiration of 10 days after Buyer receives the Title Report that the condition of title as set forth in the Title Report is or is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event the Seller is unable to do so within 10 days after receipt of written notice, this Contract will be terminated and the Escrow Deposit will be returned by the Title Company to Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

3.03 Survey. Buyer, at Buyer's expense, will obtain a current plat or survey of the Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

### 4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 The Property herein is being conveyed to Purchaser under threat of condemnation.

4.03 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.04 Seller is not aware of any material physical defects to the Property.

4.05 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.06 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

## 5. Closing

5.01 Date and Location. The closing will be held at the office of Texas American Title Company ("Title Company"), on or before December 31, 2013 ("Closing Date"), or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Reuse Waterline Easement (the "Easement") conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (i) The boundary and survey exceptions will be deleted;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record"; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."

(C) Deliver to Buyer possession of the Property.

(D) The form of the Easement document shall be as shown in Exhibit D attached hereto and incorporated herein.

5.03 Buyer's Responsibilities at Closing. At the closing Buyer will pay Seller the Sales Price.

5.04 Prorations. General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, rents, insurance, and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the closing. If the closing occurs

before the tax rate has been fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.
- (E) Attorney's fees paid by each respectively.

## 6. Escrow Deposit

6.01 Purpose and Amount. For the purpose of securing the performance of Buyer under the terms of this Contract, Buyer has delivered to an authorized escrow agent of the Title Company, the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) ("Escrow Deposit"), which will be paid by the Title Company to Seller in the event Buyer breaches this Contract as provided in Section 8 of this Contract.

6.02 Instructions at Closing. At the closing, the Escrow Deposit will be paid over to Seller and applied to the sales price, provided however, that in the event the Buyer has given written notice to the Title Company that one or more of the conditions to its obligations set forth in Section 3 of this Contract have not been met, or, in the opinion of Buyer, cannot be satisfied, as provided for in Section 3 of this Contract, then the Escrow Deposit will be immediately returned by the Title Company to Buyer.

## 7. Breach by Seller

7.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

- (A) Enforce specific performance of this Contract; or
- (B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

## 8. Breach by Buyer

8.01 Seller's Rights in the Event of Breach by Buyer. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer 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 Buyer 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 Buyer.

## 9. Miscellaneous Provisions

9.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

9.02 Notice. 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 Buyer, as the case may be, at the address set forth in the signature block below.

9.03 Texas Law to Apply. 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.

9.04 Parties Bound. 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.

9.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

9.06 Prior Contracts Superseded. 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 of this Contract.

9.07 Time of Essence. Time is of the essence in this Contract.

9.08 Memorandum of Contract. Upon the request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.

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

9.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the Mayor's signature below.

9.11 Counterparts. 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.

9.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

The parties are signing this Contract on the dates indicated.

**SELLER**

**Avery Ranch Company, Ltd.  
By: CJAC, Inc., its General Partner**

By: \_\_\_\_\_  
**John S. Avery, its President**

\_\_\_\_\_  
**Charles N. Avery, III, Trustee of the Charles N. Avery, III Exempt Trust**

\_\_\_\_\_  
**John S. Avery, Trustee of the John S. Avery Exempt Trust**

A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust

Lucille Christina Avery Fell, Trustee of the Lucille Christina Avery Fell Exempt Trust

BUYER:

CITY OF ROUND ROCK, TEXAS

BY: \_\_\_\_\_  
Alan McGraw, Mayor

Attest:

For City, Approved as to Form:

\_\_\_\_\_  
Sara White, City Clerk

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

EXHIBIT A

County: Williamson  
 Parcel No.: Avery Ranch Company, LTD.  
 Easement, Part 1  
 Project: Reclaimed Waterline

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.018 ACRE (802 SQUARE FOOT), TRACT OF LAND SITUATED IN THE THOMAS TOBY SURVEY, ABSTRACT NO. 625 AND THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF THAT CALLED 1200.19 ACRE TRACT "PARCEL TWO (WALLIN FARM)" (TRACT 1) OF LAND, CONVEYED TO AVERY RANCH COMPANY, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002071336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE LUCILLE SHARP AVERY EXEMPT TRUSTS BY INSTRUMENT RECORDED IN DOCUMENT NO. 9545263 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.018 ACRE (802 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the existing northerly right-of-way line of County Road (C.R.) 112 (120' right-of-way width) (per Document No. 2005010992, of the Official Public Records of Williamson County, Texas), being in the easterly boundary line of an existing 15 foot electric and communications line easement recorded in Volume 1289, Page 727 and Volume 1289, Page 731 of the Deed Records of Williamson County, Texas, same being the southerly boundary line of the remaining portion of said 1200.19 acre remainder tract, for the most southwesterly corner of the herein described tract, and from which a ½" iron rod found with TxDOT aluminum cap, being the intersection of the northerly right-of-way line of said C.R. 112, and the existing easterly right-of-way line of F.M. 1460 (right-of-way width varies), same being the southwesterly corner of the remaining northerly portion of said 1200.19 acre remainder tract bears S 85°03'43" W at a distance of 15.04 feet;

**THENCE**, departing the northerly right-of-way line of said C.R. 112, through the interior of the remaining portion of said 1200.19 acre remainder tract, the following (3) three courses:

- 1) With said existing easterly easement line, along a curve to the left, having a delta angle of 01°55'43", a radius of 1200.92 feet, an arc length of 40.42 feet, and a chord which bears N 01°58'00" W for a distance of 40.42 feet to a calculated point, for the most northwesterly corner of the herein described tract;
- 2) Departing said existing easement line, N 87°04'09" E for a distance of 20.00 feet to a calculated point, for the most northeasterly corner of the herein described tract;
- 3) Along a curve to the right, having a delta angle of 01°51'51", a radius of 1220.92 feet, an arc length of 39.72 feet, and a chord which bears S 01°59'56" E for a distance of 39.72 feet to a calculated point, being the southerly boundary line of the remaining portion of said 1200.19 acre remainder tract, same being in the northerly right-of-way line of said C.R. 112, for the most southeasterly corner of the herein described tract;
- 4) **THENCE**, with the southerly boundary line of said remaining portion tract, same being the northerly right-of-way line of said C.R. 112, S 85°03'43" W for a distance of 20.05 feet to the **POINT OF BEGINNING**, containing 0.018 acres, (802 square feet) of land, more or less.

**NOTE:** There is also a 50 foot wide Temporary Construction Easement easterly, northerly, coincident, and parallel to Calls 2 through 3 of the above description and as depicted on the accompanying Parcel Plat.

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, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

*M. Stephen Truesdale*

9 OCT 2013

Date

M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681

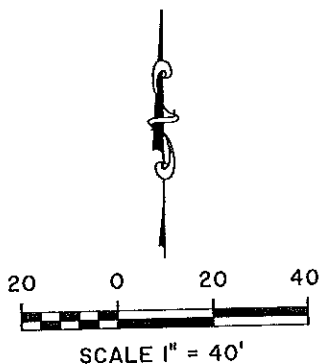




## PLAT TO ACCOMPANY DESCRIPTION

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C1	01°55'43"	1200.92'	40.42'	40.42'	N01°58'00"W
C2	01°51'51"	1220.92'	39.72'	39.72'	S01°59'56"E



15' ELECTRIC &  
COMMUNICATION  
LINES EASEMENT  
VOL. 1289, PG. 727  
& VOL. 1289, PG. 731  
O.R.W.C.T.

F.M. 1460  
(R.O.W. WIDTH VARIES)

NO.	BEARING	DISTANCE
L1	S85°03'43"W	15.04'
L2	N87°04'09"E	20.00'
L3	S85°03'43"W	20.05'

## LEGEND

- 1/2" IRON ROD FOUND W/  
TXDOT ALUMINUM CAP
- △ CALCULATED POINT
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- LINE BREAK
- O.R.W.C.T. OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
OF WILLIAMSON COUNTY, TEXAS

## NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 9 OCT 2013

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"

TRACT I

DOC. NO. 2002071336

O.P.R.W.C.T.

LUCILLE SHARP AVERY

EXEMPT TRUST

DOC. NO. 9545263

O.R.W.C.T.

EXISTING R.O.W.

TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.125 ACRE  
5,443 SQ. FT.

EASEMENT  
PART I  
0.018 ACRE  
802 SQ. FT.

EXISTING R.O.W.

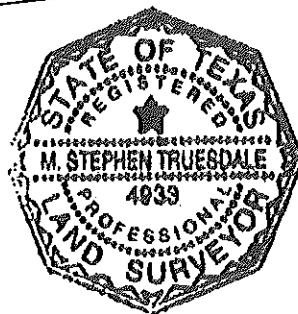
P.O.B.

COUNTY ROAD 112

(120' R.O.W.)  
(DOC. NO. 2005010992)  
(O.P.R.W.C.T.)

OSTENSIBLE SURVEY LINE

EXISTING R.O.W.



AVERY RANCH COMPANY, LTD., ET AL  
EASEMENT  
PART 1  
0.018 ACRE  
802 SQUARE FEET

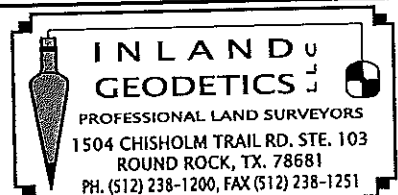


EXHIBIT B

County: Williamson  
 Parcel No.: Avery Ranch Company, LTD.  
 Easement, Part 2  
 Project: Reclaimed Waterline

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.049 ACRE (2,135 SQUARE FOOT), TRACT OF LAND SITUATED IN THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF THAT CALLED 1200.19 ACRE TRACT "PARCEL TWO (WALLIN FARM)" (TRACT 1) OF LAND, CONVEYED TO AVERY RANCH COMPANY, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002071336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE LUCILLE SHARP AVERY EXEMPT TRUSTS BY INSTRUMENT RECORDED IN DOCUMENT NO. 9545263 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.049 ACRE (2,135 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated angle point in the existing northerly right-of-way line of County Road (C.R.) 112 (120' right-of-way width) (per Document No. 2005010992, of the Official Public Records of Williamson County, Texas), being in the westerly boundary of "Parcel Two" (Tract II) conveyed to Avery Ranch Company, LTD. by instrument recorded in Document No. 2002071336 of the Official Public Records of Williamson County, Texas, (Tract II being the former, Missouri-Kansas-Texas railroad company tract is described in Volume 773, Page 652 of the Deed Records of Williamson County, Texas), same being the southerly boundary line of the remaining portion of said 1200.19 acre remainder tract;

**THENCE**, with said southerly boundary line of the remaining portion tract, same being the northerly right-of-way line of said C.R. 112, the following (3) three courses:

- 1) S 68°49'47" W for a distance of 1.26 feet to a calculated angle point;
- 2) N 20°55'20" W for a distance of 10.00 feet to a calculated angle point;
- 3) S 69°04'40" W for a distance of 74.67 feet to a calculated angle point;

**THENCE**, departing the northerly right-of-way line of said C.R. 112, through the interior of the remaining portion of said 1200.19 acre remainder tract, the following (4) four courses:

- 4) N 20°55'20" W for a distance of 20.00 feet to a calculated angle point;
- 5) N 69°04'40" E for a distance of 68.70 feet to a calculated angle point;
- 6) N 05°56'33" E for a distance of 23.86 feet to a calculated angle point;
- 7) S 84°03'27" E for a distance of 20.00 feet to a calculated angle point, being in the westerly boundary line of said Tract II, for the most northeasterly corner of the herein described tract;
- 8) **THENCE**, with the westerly boundary line of said former Railroad tract, S 05°56'33" W for a distance of 47.35 feet to the **POINT OF BEGINNING**, containing 0.049 acres, (2,135 square feet) of land, more or less.

**NOTE:** There is also a 50 foot wide Temporary Construction Easement westerly, northerly, coincident, and parallel to Calls 4 through 7 of the above description and as depicted on the accompanying Parcel Plat.

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, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

*M. Stephen Truesdale*

*9 OCT 2013*  
 Date

M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681



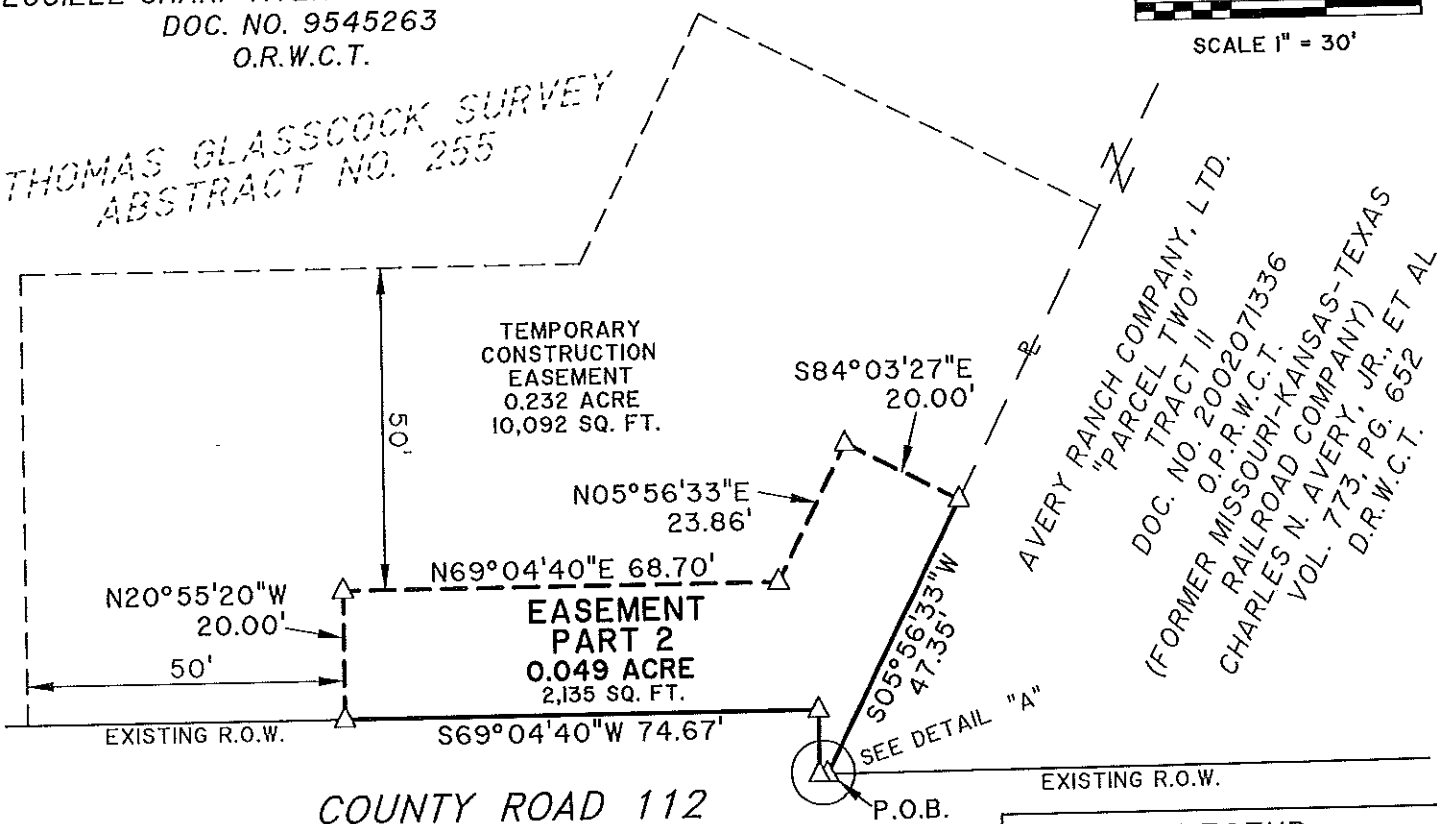
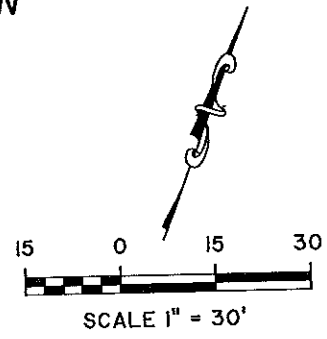
PLAT TO ACCOMPANY DESCRIPTION

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"  
TRACT I

DOC. NO. 2002071336  
O.P.R.W.C.T.

LUCILLE SHARP AVERY EXEMPT TRUST  
DOC. NO. 9545263  
O.R.W.C.T.

THOMAS GLASSCOCK SURVEY  
ABSTRACT NO. 255



COUNTY ROAD 112  
(120' R.O.W.)  
(DOC. NO. 2005010992)  
(O.P.R.W.C.T.)

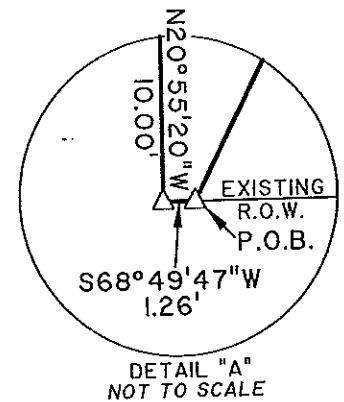
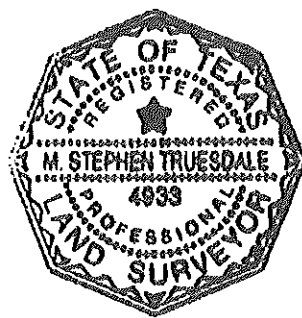
LEGEND	
	CALCULATED POINT
	PROPERTY LINE
	RECORD INFORMATION
	LINE BREAK
O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS	
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS	

NOTES:  
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*M. Stephen Truesdale* 9 OCT 2013  
DATE

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

AVERY RANCH COMPANY, LTD., ET AL  
EASEMENT  
PART 2  
0.049 ACRE  
2,135 SQUARE FEET

EXHIBIT C

County: Williamson  
 Parcel No.: Avery Easement, Part 3  
 Project: Reclaimed Waterline

## PROPERTY DESCRIPTION

DESCRIPTION OF A 2.885 ACRE (125,680 SQUARE FOOT), TRACT OF LAND SITUATED IN THE THOMAS TOBY SURVEY, ABSTRACT NO. 625, THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255, AND THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF THAT CALLED 1200.19 ACRE TRACT "PARCEL TWO (WALLIN FARM)" (TRACT I), AND OF "PARCEL TWO" (TRACT II) CONVEYED TO AVERY RANCH COMPANY, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002071336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE LUCILLE SHARP AVERY EXEMPT TRUSTS BY INSTRUMENT RECORDED IN DOCUMENT NO. 9545263 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF (TRACT II BEING THE FORMER MISSOURI-KANSAS-TEXAS RAILROAD COMPANY TRACT IS DESCRIBED IN VOLUME 773, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), AND A PORTION OF (THE FORMER COUNTY ROAD 112) REVERTED BACK TO AVERY RANCH COMPANY, LTD. ET AL BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005010992 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.885 ACRE (125,680 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the existing easterly right-of-way line of F.M. 1460 (right-of-way width varies), same being in the westerly boundary line of said Tract I, for the northwesterly corner of the herein described tract and from which a ½" iron rod found with TxDOT aluminum cap, being the intersection of the existing southerly right-of-way line of County Road (C.R.) 112 (120' right-of-way width), and the existing easterly right-of-way line of said F.M. 1460 bears along a curve to the left, having a delta angle of 00°58'56", a radius of 1185.92 feet, an arc length of 20.33 feet, and a chord which bears N 05°22'53" E for a distance of 20.33 feet;

**THENCE**, departing the easterly right-of-way line of said F.M. 1460, through the interiors of said Tract I, and said old County Road 112 tract, the following (5) five courses:

- 1) N 85°03'43" E for a distance of 560.21 feet to a calculated angle point;
- 2) N 80°29'16" E for a distance of 250.80 feet to a calculated point of curvature;
- 3) Along said curve to the left, having a delta angle of 15°57'17", a radius of 1560.00 feet, an arc length of 434.40 feet, and a chord which bears N 77°03'18" E for a distance of 433.00 feet to a calculated point of tangency;
- 4) N 69°04'40" E for a distance of 195.08 feet to a calculated angle point;
- 5) N 20°55'20" W for a distance of 20.00 feet to a calculated angle point, being in the southerly right-of-way line of said existing C.R. 112;
- 6) **THENCE**, with said existing southerly right-of-way line, N 69°04'40" E for a distance of 20.00 feet to a calculated angle point;

**THENCE**, departing said southerly right-of-way line, through the interiors of said Tract I, and said Tract II, the following (7) seven courses:

- 7) S 20°55'20" E for a distance of 20.00 feet to a calculated angle point;
- 8) N 69°04'40" E, at a distance of 10.33 feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, and continuing for a total distance of 54.71 feet to a calculated angle point, being in the interior of said Tract II;
- 9) N 68°49'47" E, at a distance of 67.81 feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, and continuing for a total distance of 187.88 feet to a calculated angle point;
- 10) S 21°10'13" E for a distance of 10.50 feet to a calculated angle point;
- 11) S 68°49'47" W, at a distance of 125.39 feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, and continuing for a total distance of 187.90 feet to a calculated angle point, being in the interior of said Tract II;
- 12) S 69°04'40" W, at a distance of 49.72 feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, and continuing for a total for a distance of 54.73 feet to a calculated angle point;
- 13) S 20°55'20" E for a distance of 9.89 feet to a calculated angle point, being the common boundary line of said Tract II, and said Tract I;
- 14) **THENCE**, with the common boundary line of said Tract II, and said Tract I, S 05°56'33" W for a distance of 2550.80 feet to a calculated angle point;

- 15) **THENCE**, departing said common boundary line, through the interior of said Tract II, **S 52°33'00" E**, at a distance of 117.29 feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, and continuing through the interior of said Tract I for a total for a total distance of **203.45** feet to a calculated angle point;

**THENCE**, departing said common boundary line, through the interior of said Tract I, the following (6) six courses:

- 16) **N 68°53'23" E** for a distance of **579.30** feet to a calculated angle point;
- 17) **N 68°53'04" E** for a distance of **630.01** feet to a calculated angle point;
- 18) **N 68°52'08" E** for a distance of **1228.33** feet to a calculated angle point;
- 19) **N 68°57'16" E** for a distance of **101.80** feet to a calculated angle point;
- 20) **N 68°56'11" E** for a distance of **47.76** feet to a calculated angle point;
- 21) **S 21°03'49" E** for a distance of **20.00** feet to a calculated angle point, being in the northerly boundary line of Lot 2, Block H of the final plat of Settlers Overlook Section 3 subdivision plat recorded in Document No. 2006092584 of the Official Public Records of Williamson County, Texas, and Cabinet CC, Slides 219-220 of the Plat Records of Williamson County, Texas, same being the southerly boundary line of said Tract I;
- 22) **THENCE**, with the northerly boundary line of said Settlers Overlook subdivision, same being the southerly boundary line of said Tract I, **S 68°56'11" W** for a distance of **47.76** feet to a capped iron rod marked "STANLEY" found;
- 23) **THENCE**, continuing with the southerly boundary line of said Tract I, same being the northerly boundary line of said Settlers Overlook subdivision, **S 68°57'16" W**, 1.03 feet pass a calculated point, being the northeasterly terminus of Arterial A (100' right-of-way width) by instrument recorded in Document No. 2004064374 and Document No. 2002025858 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of Lot 1 of said Settlers Overlook subdivision, and continuing for a total distance of **101.80** feet to a calculated point, being the northeasterly corner of Lot 11, Block A, as depicted on the Saddlebrook Estates Section 2 subdivision plat recorded in Document No. 8419021 of the Official Records of Williamson County, Texas, and Cabinet F, Slides 42-43 of the Plat Records of Williamson County, Texas, same being the northwesterly terminus of said of Arterial A;
- 24) **THENCE**, continuing with the southerly boundary line of said Tract I, same being the northerly boundary line of said Saddlebrook Estates Section 2, **S 68°52'08" W** for a distance of **1228.32** feet to a 5/8" iron rod found, being the northeasterly corner of Lot 6, Block A, as depicted on the Saddlebrook Estates Section 1 subdivision plat recorded in Document No. 8419020 of the Official Records of Williamson County, Texas, and Cabinet F, Slides 40-41 of the Plat Records of Williamson County, Texas, same being the northwesterly corner of Lot 1 of said Saddlebrook Estates Section 2;
- 25) **THENCE**, continuing with the southerly boundary line of said Tract I, same being the northerly boundary line of said Saddlebrook Estates Section 1, **S 68°53'04" W** for a distance of **630.01** feet to a 1/2" iron rod found, being the northeasterly corner of Lot 6 as depicted on the Pecan Hills subdivision plat recorded in Document No. 8401675 of the Official Records of Williamson County, Texas, and Cabinet E, Slide 349 of the Plat Records of Williamson County, Texas, same being the northwesterly corner of Lot 1, Block A of said Saddlebrook Estates Section 1;
- 26) **THENCE**, continuing with the southerly boundary line of said Tract I, same being the northerly boundary line of said Pecan Hills subdivision, **S 68°53'23" W** for a distance of **590.51** feet to a calculated angle point, and from which a capped iron rod found being the easterly boundary line of the remainder of that 141.591 acre tract conveyed to Wallin Family Investments by instrument recorded in Document No. 2003057843 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of Lot 5 of said Pecan Hills subdivision, bears **S 68°53'23" W** at a distance of **19.55** feet;
- 27) **THENCE**, departing the northerly boundary line of said Lot 5, through the interior of said Tract I, **N 52°33'00" W**, at a distance of **85.11** feet pass a calculated point, being the common boundary line of said Tract II, and said Tract I, through the interior of said Tract II at a distance of **202.40** feet, being the common boundary line of said Tract II, and said Tract I, and continuing through the interior of said Tract I for a total distance of **225.86** feet to a calculated angle point;

**THENCE**, continuing through the interior of said Tract I, and said Old County Road 112 tract, the following (6) six courses:

- 28) **N 05°56'33" E** for a distance of **2557.22** feet to a calculated angle point;
- 29) **N 20°55'20" W** for a distance of **5.11** feet to a calculated angle point;
- 30) **S 69°04'40" W** for a distance of **195.08** feet to a calculated point of curvature;
- 31) Along said curve to the right, having a delta angle of **15°56'22"**, a radius of **1570.50** feet, an arc length of **436.91** feet, and a chord which bears **S 77°02'51" W** for a distance of **435.50** feet to a calculated point of tangency;
- 32) **S 80°29'16" W** for a distance of **250.81** feet to a calculated angle point;

- 33) **S 85°03'43" W** for a distance of **562.69** feet to a calculated point in the curving existing easterly right-of-way line of said F.M. 1460, same being the westerly boundary line of said Tract I;
- 34) **THENCE**, with westerly boundary line of said Tract I, same being the existing easterly right-of-way line of said F.M. 1460, along a curve to the left, having a delta angle of **00°31'01"**, a radius of **1185.92** feet, an arc length of **10.70** feet, and a chord which bears **N 06°07'51" E** for a distance of **10.70** feet to the **POINT OF BEGINNING**, containing 2.885 acres, (125,680 square feet) of land, more or less.

**NOTE:** There are also (2) two Temporary Construction Easements (TCE):  
TCE 1: Being 50 feet wide, southerly, easterly, northerly, coincident with and parallel to Calls 10 through 21 of the above description and as depicted on the accompanying Parcel Plat.  
TCE 2: Being 50 feet wide, southerly, coincident with and parallel to Calls 30 through 33, and being 20 feet wide, westerly, coincident with and parallel to Call 28 of the above description and as depicted on the accompanying Parcel Plat.

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, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

*M. Stephen Truesdale*

*16 OCT 2013*  
 Date

M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681





# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

THOMAS GLASSCOCK SURVEY  
ABSTRACT NO. 255

LEGEND	
●	CAPPED IRON ROD FOUND
○	1/2" IRON ROD FOUND UNLESS NOTED
△	TRIBUT ALUMINUM CAP
△	CALCULATED POINT
1	PROPERTY LINE
2	RECORD INFORMATION
3	LINE BREAK
4	LAND HOOK
5	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
6	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
7	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
8	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
9	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
10	DEED RECORDS OF WILLAMSON COUNTY, TEXAS

EXISTING R.O.W.

COUNTY ROAD 112  
(120' R.O.W.)  
(DOC. NO. 2005010992)  
(O.P.R.W.C.T.)

EXISTING R.O.W.

WATERLINE EASEMENT  
TRACT B  
DOC. NO. 2007036408  
O.P.R.W.C.T.

F.M. 1460  
(R.O.W. WIDTH VARIES)

P.O.B.  
MODEL HOMES

WATERLINE EASEMENT  
TRACT B  
DOC. NO. 2007036408  
O.P.R.W.C.T.

15' ELECTRIC &  
COMMUNICATION  
LINES EASEMENT  
VOL. 1289, PG. 727  
& VOL. 1289, PG. 731  
O.R.W.C.T.

NS5°03'43"E 560.21'

S85°03'43"W 562.69'

EASEMENT  
PART 3  
2.885 ACRE  
125,680 SQ. FT.

OSTENSIBLE SURVEY LINE  
(FORMER COUNTY ROAD 112)  
REVERSION TO AVERY RANCH  
COMPANY, LTD. ET AL  
DOC. NO. 2005010992  
O.P.R.W.C.T.

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"  
TRACT 1  
DOC. NO. 2002071336  
O.P.R.W.C.T.  
LUCILLE SHARP AVERY EXEMPT TRUST  
DOC. NO. 9545263  
O.R.W.C.T.

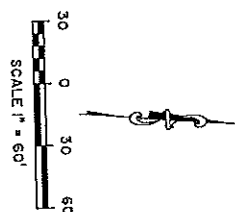
TEMPORARY  
CONSTRUCTION  
EASEMENT  
2.500 ACRE  
125,000 SQ. FT.

N 80°29'16"E 250.80'  
S 80°29'16"W 250.81'

WILLIS DONAHUE SURVEY  
ABSTRACT NO. 173

CURVE TABLE				
NO.	DELTA	RADIUS	ARC	CHORD
C1	00°58'56"	1185.92'	20.33'	20.33'
C2	15°57'17"	1560.00'	434.40'	433.00'
C3	15°56'22"	1570.50'	436.91'	433.50'
C4	00°31'01"	1185.92'	10.70'	10.70'

MATCHLINE SEE SHEET 5



THOMAS TOLBY SURVEY  
ABSTRACT NO. 625

INLAND  
GEODETICS  
1504 CHEROKEE TRAIL RD. STE. 103  
ROUND ROCK, TX 78681  
PH: (512) 228-1200, FAX: (512) 228-1231

AVERY RANCH COMPANY, LTD., ET AL  
EASEMENT  
PART 3  
2.885 ACRE  
125,680 SQUARE FEET

**EXHIBIT C**  
**PLAT TO ACCOMPANY DESCRIPTION**

**THOMAS GLASSCOCK SURVEY**  
**ABSTRACT NO. 255**

**COUNTY ROAD 112**  
(DOC. NO. 2005010992)  
ADHULT (120' R.O.W.)  
(O.P.R.W.C.T.)

**MATCHLINE SEE SHEET 4**

OSTENSIBLE SURVEY LINE  
WATERLINE EASEMENT  
TRACT C  
DOC. NO. 2007038408  
O.P.R.W.C.T.

EXISTING R.O.W.

TEMPORARY  
CONSTRUCTION  
EASEMENT I  
2,800 ACRES  
122,504 SQ. FT.

EASEMENT  
PART 3  
2,885 ACRES  
125,680 SQ. FT.

(FORMER COUNTY ROAD 112)  
REVERSION TO AVERY RANCH  
COMPANY, LTD. ET AL  
DOC. NO. 2005010992  
O.P.R.W.C.T.

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"  
TRACT I  
DOC. NO. 2002071336  
O.P.R.W.C.T.

LUCILLE SHARP AVERY EXEMPT TRUST  
DOC. NO. 9545263  
O.R.W.C.T.

WILLIS DONAHOO SURVEY  
ABSTRACT NO. 173

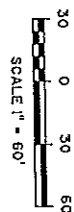
NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C2	159°57'17"	1560.00'	434.40'	433.00'	N77°03'18"E
C3	159°56'22"	1570.50'	436.91'	433.50'	S77°02'51"W

NO.	BEARING	DISTANCE
L1	N20°55'20"W	20.00'
L2	N69°04'40"E	20.00'
L3	S20°55'20"E	20.00'
L4	N69°04'40"E	10.33'
L5	N69°04'40"E	54.71'
L6	S69°04'40"W	49.72'
L7	S69°04'40"W	54.73'
L8	S20°55'20"E	9.89'
L9	N20°55'20"W	5.11'

AVERY RANCH COMPANY, LTD.  
"PARCEL TWO"  
TRACT II  
DOC. NO. 2002071336  
O.P.R.W.C.T.  
(FORMER MISSOURI-KANSAS-TEXAS  
RAILROAD COMPANY)  
CHARLES N. AVERY JR. ET AL  
VOL. 773, PG. 652  
D.R.W.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT I  
6,468 ACRES  
281,730 SQ. FT.

WATERLINE EASEMENT  
TRACT C  
DOC. NO. 2007038408  
O.P.R.W.C.T.



**MATCHLINE SEE SHEET 6**

**AVERY RANCH COMPANY, LTD., ET AL**

**EASEMENT**  
**PART 3**  
**2,885 ACRES**  
**125,680 SQUARE FEET**

**INLAND**  
**GEODETICS**

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD., STE. 103  
ROUND ROCK, TX 78681  
PH: (512) 238-1200, FAX (512) 238-1201

**LEGEND**

- CHAINED IRON ROD FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ TYPICAL ALUMINUM CAP
- CALCULATED POINT
- 1. PROPERTY LINE
- 2. RECORD INFORMATION
- 3. LAND BOUNDARY
- 4. LAND HOOK

D.R.W.C.T. DEED RECORDS OF WILLAMSON COUNTY, TEXAS  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS  
P.A.W.C.T. PLAT RECORDS OF WILLAMSON COUNTY, TEXAS



WALLIN FAMILY INVESTMENTS  
(REMAINDER OF 141.591 AC.)  
DOC. NO. 2003057843  
O.P.R.W.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT 2  
2,808 ACRE  
122,304 SQ. FT.

N05°56'33"E 2557.22'  
GRAVEL  
S05°56'33"W 2550.80'

MATCHLINE SEE SHEET 5

AVERY RANCH COMPANY, LTD.  
"PARCEL TWO"  
TRACT II  
DOC. NO. 2002071336  
O.P.R.W.C.T.  
(FORMER MISSOURI-KANSAS-TEXAS  
RAILROAD COMPANY)  
CHARLES N. AVERY, JR., ET AL  
VOL. 773, PG. 652  
D.R.W.C.T.

WILLIS DONAHOO SURVEY  
ABSTRACT NO. 173

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"  
TRACT I  
DOC. NO. 2002071336  
O.P.R.W.C.T.  
LUCILLE SHARP AVERY EXEMPT TRUST  
DOC. NO. 9545263  
O.R.W.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT I  
6,468 ACRE  
281,730 SQ. FT.

PECAN HILLS  
DOC. NO. 8401675  
O.R.W.C.T.  
CAB. E. SLD. 349  
P.R.W.C.T.

LOT 5  
S68°53'23"W 19.55'

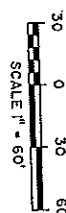
SADDLEBROOK ESTATES  
SECTION I  
DOC. NO. 8419020  
O.R.W.C.T.  
CAB. F. SLD. 40-41  
P.R.W.C.T.

LOT 1  
BLOCK A

INLAND  
GEODETICS  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 231-1200 FAX (512) 231-1251

AVERY RANCH COMPANY, LTD., ET AL  
EASEMENT  
PART 3  
2,885 ACRE  
125,680 SQUARE FEET

LEGEND	
●	CAPPED IRON ROD FOUND
○	1/2" IRON ROD FOUND UNLESS NOTED
□	1/2" IRON ROD FOUND W/
△	TYGOT ALUMINUM CAP
△	CALCULATED POINT
—	PROPERTY LINE
- - -	RECORD INFORMATION
- - -	LINE BREAK
N	LAND HOOK
D.R.W.C.T.	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLAMSON COUNTY, TEXAS



MATCHLINE SEE SHEET 7

EXHIBIT C  
 PLAT TO ACCOMPANY DESCRIPTION

WILLIS DONAHOO SURVEY  
 ABSTRACT NO. 173

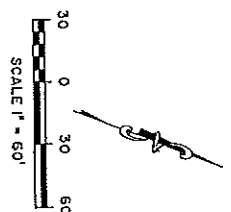
AVERY RANCH COMPANY, LTD.  
 (REMAINDER OF 1200.19 AC.)  
 "PARCEL TWO (WALLIN FARM)"

DOC. NO. 2002071336  
 O.P.R.W.C.T.

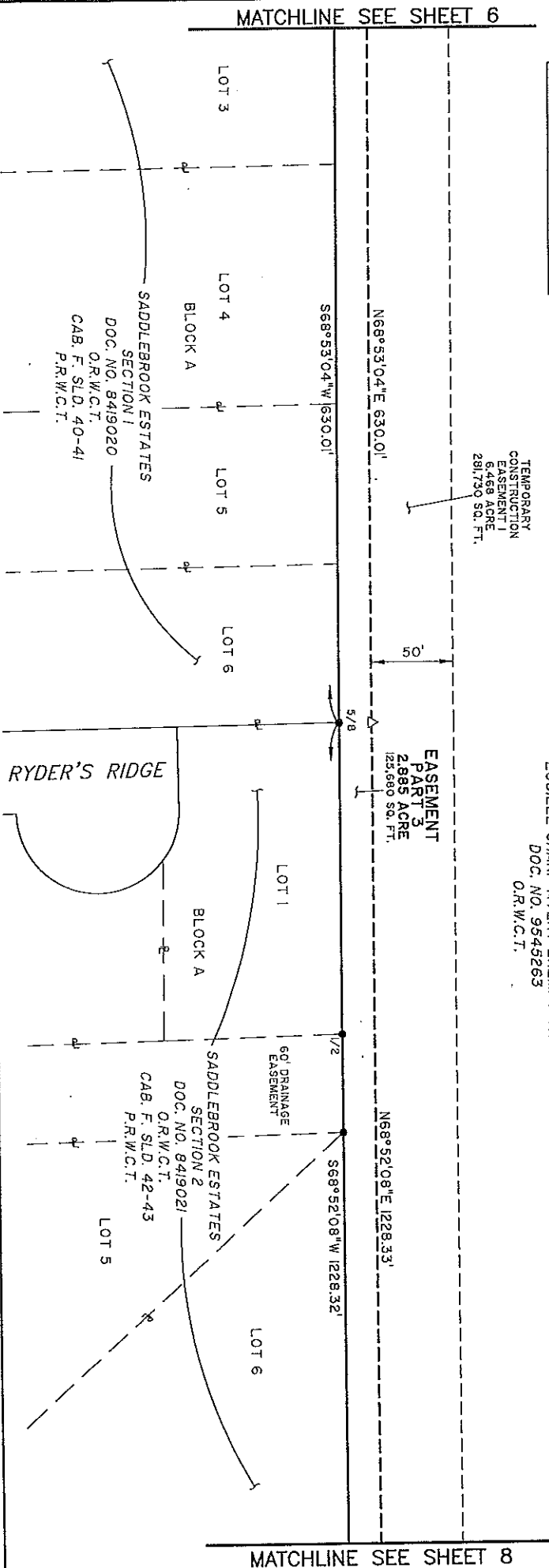
LUCILLE SHARP AVERY EXEMPT TRUST  
 DOC. NO. 9545263  
 O.R.W.C.T.

TEMPORARY  
 CONSTRUCTION  
 EASEMENT I  
 6.468 ACRE  
 281730 SQ. FT.

EASEMENT  
 PART 3  
 2.885 ACRE  
 125,680 SQ. FT.



LEGEND	
●	CAPED IRON ROD FOUND
○	1/2" IRON ROD FOUND UNLESS NOTED
□	1/2" IRON ROD FOUND W/ TYOOT ALUMINUM CAP
△	CALCULATED POINT
—	PROPERTY LINE
---	RECORD INFORMATION
---	LINE BREAK
---	LAND HOOK
D.R.W.C.T. DEED RECORDS OF WILLAMSON COUNTY, TEXAS	
O.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS	
P.R.W.C.T. PLAT RECORDS OF WILLAMSON COUNTY, TEXAS	



**INLAND J**  
**GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHRISTIAN TRAIL RD. STE. 103  
 ROUND ROCK, TX 78681  
 PH. 512.228-1100 FAX 512.228-1251

AVERY RANCH COMPANY, LTD., ET AL  
 EASEMENT  
 PART 3  
 2.885 ACRE  
 125,680 SQUARE FEET

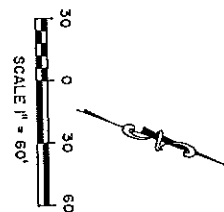
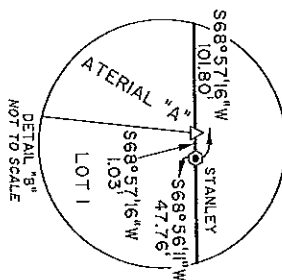
# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

WILLIS DONAHOO SURVEY  
ABSTRACT NO. 773

LEGEND	
●	CAPPED IRON ROD FOUND
○	1/2" IRON ROD FOUND UNLESS NOTED
□	TRUST ALUMINUM CAP
△	CALCULATED POINT
—	PROPERTY LINE
- - -	RECORD INFORMATION
—	LINE BREAK
N	LAND HOOK
—	DEED RECORDS OF WILLAMSON COUNTY, TEXAS
—	OFFICIAL RECORDS OF TEXAS
—	OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
—	PLAT RECORDS OF WILLAMSON COUNTY, TEXAS

AVERY RANCH COMPANY, LTD.  
(REMAINDER OF 1200.19 AC.)  
"PARCEL TWO (WALLIN FARM)"  
TRACT 1  
DOC. NO. 2002071336  
O.P.R.W.C.T.  
LUCILLE SHARP AVERY EXEMPT TRUST  
DOC. NO. 9545263  
O.R.W.C.T.

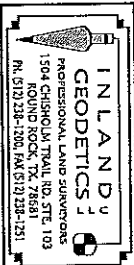
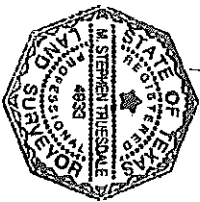
TEMPORARY  
CONSTRUCTION  
EASEMENT  
6.468 ACRE  
281,730 SQ. FT.



MATCHLINE SEE SHEET 7

NOTES:  
1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.  
2) DISTANCES ARE SURFACE DISTANCES.  
3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.  
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*W. Stephen Truesdale* 16 OCT 2013  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



AVERY RANCH COMPANY, LTD., ET AL  
EASEMENT  
PART 3  
2.885 ACRE  
125,680 SQUARE FEET

ARTERIAL "A"  
(100' RIGHT-OF-WAY)  
DOC. NO. 2004064374  
O.P.R.W.C.T.  
DOC. NO. 2002025858  
O.P.R.W.C.T.

HASELWOOD LANE  
BLOCK H

LOT 1  
FINAL PLAT  
SETTLERS OVERLOOK  
SECTION 3  
DOC. NO. 2006092584  
O.P.R.W.C.T.  
CAB. CC. SLD. 219-220  
P.R.W.C.T.

SADDLEBROOK ESTATES  
SECTION 2  
DOC. NO. 8419021  
O.R.W.C.T.  
CAB. F. SLD. 42-43  
P.R.W.C.T.

EASEMENT  
PART 3  
2.885 ACRE  
125,680 SQ. FT.

LOT 10

LOT 11

LOT 9

BLOCK A

LOT 8

LOT 7

ATMOS GASLINE

50'

S68°52'08"W 1228.32'

N68°52'08"E 1228.33'

50'

S68°57'16"W 101.80'

SEE DETAIL "B"

S68°56'11"W 47.76'

50'

S21°03'49"E 20.00'

50'

WINDMILL

**REUSE WATERLINE EASEMENT**  
City of Round Rock Water Reuse System--Phase II



THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

That Avery Ranch Company, Ltd., a Texas limited partnership; and Charles N. Avery, III, Trustee of the Charles N. Avery, III Exempt Trust; John S. Avery, Trustee of the John S. Avery Exempt Trust; A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust; and Lucille Christina Avery Fell Trustee of the Lucille Christina Avery Fell Exempt Trust, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), ("Grantor"), for and in consideration of the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the City of Round Rock, Texas, a home rule municipal corporation situated in the County of Williamson, State of Texas, ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee certain rights and interests in the nature of a perpetual reuse waterline easement and right of way to construct, install, operate, maintain, inspect, enlarge, reconstruct, rebuild, relocate and remove a reuse water distribution system and waterlines for the purpose of distributing reused wastewater effluent, treated to meet requirements for human contact, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements and appurtenances thereto, in, upon, over, under, and across the following described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining.

This conveyance is made and accepted subject to any and all covenants, conditions, restrictions, and outstanding easements and mineral interests, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas, or visible or apparent on the ground.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights, and privileges shall cease and revert to Grantor in the event the waterline and related systems are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easement, rights, and privileges granted herein shall be and are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee acknowledges that Grantor may desire to grant to third party providers easement rights to cross the easement area with certain other types of utilities (such as telephone, electricity, cable, fiber optics, gas, and the like) in order to develop Grantor's adjacent lands. Grantee shall have the right to review any proposed easements or conflicting use of the easement to determine the effect, if any, on the waterline contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline.

Grantor further grants to Grantee:

- (a) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary; provided, however, Grantee shall not materially alter or adversely affect the natural drainage patterns found on the ground;
- (b) the right to support the lines across ravines and watercourses with such structures as Grantee shall deem necessary;
- (c) the non-exclusive right of ingress to and egress from the easement over and across Grantor's property located between the easement, FM 1460 (existing or proposed), and CR 112, as the case may be, by means of roads and lanes thereon, if such exist; provided that such right of ingress and egress shall only be used if access to the easement is not otherwise available from a public road or public right of way. The foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, gate, barricade, corral, water troughs (and associated water troughs lines, meters and cut off valves) or other structure (collectively, the "**Relocation Items**") which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such Relocation Items, Grantee will provide notice to Grantor (the "**Relocation Notice**") regarding which Relocation Items need to be removed or relocated by a certain date (the "**Relocation Date**"). The Relocation Date will be at least 30 days after receipt by Grantor of the Relocation Notice. On or before 5 days prior to the specified Relocation Date, **Grantor, at the expense of Grantee**, shall:
  - (i) construct cattle proof, barbed wire and metal post fencing of similar materials which are required to be removed and/or relocated in the location generally as shown on the attached Exhibit "B";
  - (ii) relocate any and all livestock water lines, water troughs, working pens, corrals, gates, access points, and the like, so as to permit Grantor and Grantor's agricultural tenants to continue their respective agricultural pursuits (which include row crop cultivation and cattle grazing); and
  - (iii) Grantor will provide Grantee with an invoice (the "**Invoice**") for the reasonable costs incurred by Grantor with respect to the removal or relocation of the Relocation Items and **Grantee agrees to reimburse Grantor on or before 30 days after receipt of the Invoice.**

The foregoing right of ingress and egress applies during the period of construction as well as otherwise; provided, however, such right of access over the lands of Grantor located between the easement and the existing and proposed rights of way of FM 1460 and CR 112 (the "**Right of Access Area**") shall be subject to all current electrical and gas pipeline easements and conditions of record or visible or apparent on the ground;

- (d) the right of grading for, construction, maintaining and using such roads on and across the property subject to the easement and the Right of Access Area as Grantee may deem necessary in the exercise of the rights granted herein, and subject further to the existing and on-going rights of Grantor's agricultural tenants;
- (e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;
- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement; and
- (g) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement.
- (h) Grantor further grants and conveys to Grantee the right to temporarily use portions of the property adjacent to and parallel to the boundary of the easement area described herein and as shown on Exhibits "A-C", as may be reasonably necessary to construct and install the facilities described above. In no instance shall Grantee be entitled to use more than the width extending from the current boundary of the easement(s) than is specifically identified and described on the plats which accompany the field notes in Exhibit "A". Upon completion of the construction and installation of the facilities within the easement area, Grantee shall return this temporary construction area to the same or substantially similar condition as existed prior to these activities. The temporary construction easement shall exist from the date beginning thirty (30) days after the Relocation Notice to Grantor as specified herein and shall continue the earlier to occur of the following events: (a) the expiration of one year; (b) final completion of the project, that being defined as thirty (30) days after issuance of the Certificate of Completion; or (c) December 31, 2014. The expiration of the temporary construction easement shall not otherwise affect any of Grantee's easement rights.



Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement, unless such fencing is required to replace existing fencing removed or damaged by Grantee.
- (b) Intentionally omitted.
- (c) To the extent allowed by law Grantee shall indemnify Grantor and Grantor's agricultural tenants against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.
- (d) The Grantee shall not be permitted to assign or sublet to any third party the right to use the easement without first obtaining the written consent of the Grantor, which consent may be withheld for any reason or for no reason. The common law doctrine of apportionment of the easement is hereby waived by Grantee. This easement does not create any third party beneficiary rights in any third party who is not a party to this Easement.
- (e) Where possible, the reuse water line will be installed at least four (4) feet below the surface of the ground.
- (f) **Grantee shall instruct Grantee's contractors and agents that the easement area is under lease to row crop and cattle grazing agricultural tenants and that there will be active cattle and row crop activities on and within the areas immediately adjacent to the easement area. Accordingly, due precaution must be taken to insure that current or future fences, corrals, water lines, water troughs and the like for cattle operations must be respected, and, for the safety of the public and the livestock behind such fences during the period of the water line installation and during all other periods of work by Grantee within the Easement area, all fences, gates, and corrals shall be maintained to prevent cattle from leaving the fenced-in area, and all water lines and water troughs shall be kept operational at all times. In addition, the row crop tenants shall be allowed continued access to their respective fields at all times.**
- (g) Grantee, upon completion of the waterline installation, shall promptly backfill any trench in the easement and shall replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions within the Easement area and the temporary working easement area.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses and/or to dedicate all or any part of the surface of the property affected by this easement to any city or county for use as a public street, road or alley; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any

well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the amount of soil covering the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement, except for currently existing fences, corrals, water lines and water troughs used for agricultural purposes which will be removed and replaced by the Grantee as outlined above. Provided however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement, which consent will not be unreasonably withheld.

Grantor hereby dedicates the easement area solely as a reuse waterline utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors, assigns and legal representatives to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns; against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:

**Avery Ranch Company, Ltd.**  
**By: CJAC, Inc., its General Partner**

By: \_\_\_\_\_  
**John S. Avery, its President**

State of Texas                   §

County of Williamson       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by John S. Avery, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

\_\_\_\_\_  
Notary Public – State of Texas



Charles N. Avery, III, Trustee of the Charles N. Avery, III Exempt Trust

State of Texas           §  
                                  §  
County of Williamson   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **Charles N. Avery, III**, Trustee of the Charles N. Avery, III Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

John S. Avery, Trustee of the John S. Avery Exempt Trust

State of Texas           §  
                                  §  
County of Williamson   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **John S. Avery**, Trustee of John S. Avery Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust

State of Texas           §  
                                  §  
County of Williamson   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by **A. Nelson Avery**, Trustee of the A. Nelson Avery Exempt Trust.

Notary Public – State of Texas

\_\_\_\_\_  
**Lucille Christina Avery Fell, Trustee of the Lucille  
Christina Avery Fell Exempt Trust**

State of Texas           §  
                                  §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2013, by **Lucille Christina Avery Fell**, Trustee of the Lucille Christina Avery Fell Exempt  
Trust.

\_\_\_\_\_  
Notary Public – State of Texas

Exhibit "A"  
[Plat of the Easement and Temporary Easement]

Exhibit "B"  
[Sketch of the location Relocation Items and the area such Items are to be Relocated]