

**PARTIAL RELEASE OF EASEMENT**

Upper Brushy Creek WCID Dam No. 4

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF WILLIAMSON       §

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

THAT, the UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT of Williamson County, formerly known as Brushy Creek Water Control and Improvement District #1A of Williamson and Milam Counties, a Texas political subdivision (the "District," "Grantee," and "Releaser"), on behalf of itself and its successors and assigns, does hereby, ABANDON, RELEASE, and DISCHARGE a portion of the easement filed on June 5, 1959 and recorded as Document No. 19596299 DR (Loeschmann) of the Deed Records of Williamson County, Texas ("Easement"), as shown in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

Such ABANDON, RELEASE, and DISCHARGE of the above-referenced Easement shall apply only to the below described property, to wit:

as 7.38 acres of land out of the Samuel Daymon Survey A-170 and the John Dillard Survey A-179, in Williamson County and recorded in Document No. 1990033694 of the Official Public Records of Williamson County (Exhibit "B").

This instrument is given specifically to partially release the described said Easement, to the extent Releaser is Grantee of said Easement, which Easement, is terminated by abandonment, termination, vacation, and cessation of purpose, and shall be of no further force and effect, whether legal or equitable.

RELEASOR:

UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT

By: Alysha L. Girard  
Alysha L. Girard, General Manager

Attest: Lisa Moravitz  
Lisa Moravitz, District Clerk

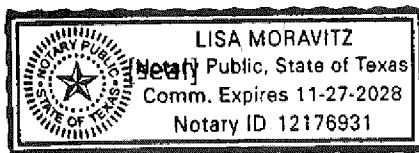
# ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 27<sup>th</sup> day of August 2025  
By Alysha L. Girard in the capacity and for the purposes and consideration recited herein.



Lisa Moravitz  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Upper Brushy Creek WCID

Attn: District Clerk

460 Texas Avenue

Round Rock, Texas 78664

**EXHIBIT A  
follows**

## EASEMENT

THE STATE OF TEXAS,   
 COUNTY OF

6299

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress to carry out a program of assistance to local agencies and organizations in planning and installing works and measures for watershed protection, flood prevention and agricultural phases of the conservation, development, utilization and disposal of water; and

WHEREAS, it is the desire to grant certain rights in, over and upon the hereinafter described land for the purpose of carrying out said program:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT  
W.E. LOESCHMANN

~~and wife~~

, of WILLIAMSON

County, Texas, hereinafter called in the singular Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and in consideration of the granting of similar rights by others and the benefits accruing to Grantor from the installation of said program and other good and valuable considerations, do hereby GRANT and CONVEY, subject to the terms and conditions hereinafter set out, unto Brushy Creek Water Control and Improvement District No. 1 of Williamson and Milam Counties, its successors and assigns, hereinafter called Grantee, an easement in, over and upon the following described land situated in the County of WILLIAMSON, State of Texas, to-wit: BEING A TRACT CONTAINING 12 ACRES, MORE OR LESS, OUT OF AND A PART OF A TRACT OF LAND CONTAINING 232 ACRES IN THE S. DAMON SURVEY AND BEING DESCRIBED IN THE DEED FROM C. F. LOESCHMANN, ET AL TO WALTER LOESCHMANN DATED JANUARY 2, 1922, OF RECORD IN VOL. 204, PAGE 420, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, A REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING ONLY THE LAND NECESSARY FOR THE ACCOMPLISHMENT OF THE WORKS AND MEASURES DESCRIBED HEREINBELOW AND ON WHICH WATER IS TEMPORARILY RETARDED OR TEMPORARILY OR PERMANENTLY IMPOUNDED.

1. Grantee shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures and for the storage of waters that may be temporarily retarded or temporarily or permanently impounded by any dam or other reservoir structure described below: BEING FLOODWATER RETARDING STRUCTURE NO. 4 IN THE UPPER BRUSHY CREEK SUBWATERSHED AS DESCRIBED IN THE WATERSHED WORK PLAN PREPARED BY THE SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE AND AS SHOWN ON THE MAP OR PLAT OF SAID UPPER BRUSHY CREEK SUBWATERSHED, AS SAME APPEAR ON FILE IN THE OFFICE OF GRANTEE.

2. Grantor shall be responsible for ordinary maintenance and repairs of any dam or reservoir structure which may be located on the hereinabove described premises which can be accomplished by the use of ordinary farm equipment. Grantee shall be responsible for operating, maintaining and keeping in good repair the works and measures herein described except such maintenance and repair which Grantor is to perform as set out herein. Grantee shall control the water level in the sediment storage pool until adequate vegetation is established on the structure and as necessary for the maintenance and repair of the structure.

3. Grantor reserves the right to use said land or any part thereof at any time and for any purpose, except as provided in paragraph 4 below, provided such use does not damage the structure or interfere with the full enjoyment by the Grantee of the easement herein conveyed.

4. Grantee shall have the right to construct fences and gates around the structures and such fences and gates shall not be changed in any way except by the consent of Grantee. No livestock shall be allowed within such fences except by written consent of Grantee.

5. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by Grantor.

6. This easement shall include all easements, rights of way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

7. Grantor hereby WARRANTS the title to said land. However, the easement herein conveyed shall be subject to any easements, rights of way or mineral reservations or rights now outstanding in third persons. The easement shall not pass nor shall same be construed to pass to the second party any fee simple title or interest in and to the above described lands.

8. In the event the easement granted hereby is abandoned, the rights, privileges and authority granted hereunder to Grantee shall cease and determine.

IN WITNESS WHEREOF, these presents have been executed this the 15th day of March, A. D. 1957.

W. E. Loeschmann

(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS, |  
COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared W. E. LOESCHMANN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of March, A. D. 1957.

James H. Hinton  
Notary Public in and for  
Williamson County, Texas.

Filed for Record on the 5 day of June, A. D. 1959 at 3 o'clock P. M.

Duly Recorded this the 8 day of June, A. D. 1959, at 10:30 o'clock A. M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Gertrude Bohar Deputy

# **EXHIBIT B follows**

VOL 1960 PAGE 440

33694

17

## WARRANTY DEED

STATE OF TEXAS \*

COUNTY OF WILLIAMSON \*

Date: Oct. 30, 1990

**Grantor:** CAROLVILLE, LTD., a Texas Limited Partnership  
 1000 Bank of the Hills Tower  
 13809 Research Blvd.  
 Austin, Tx. 78750

**Grantee:** WILLIAMSON COUNTY, c/o MIKE HEILIGENSTEIN COUNTY COMMISSIONER

**Address:** 309 East Main Street  
 Round Rock, Tx. 78664

**Consideration:** TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for which no lien either express or implied, is herein retained.

Property (including any improvements):

7.38 acres of land out of the Samuel Daymon Survey A-170 and the John Dillard Survey A-179, in Williamson County, Texas, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

Conveyance:

Grantor, for the consideration hereinbefore stated and subject to the reservations from and exceptions to conveyance and warranty stated herein, GRANTS, SELLS AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever; provided, however, that the herein described property is conveyed exclusively for parks and recreational purposes for public use by the citizens of Williamson County.

Reversion:

In the event that Breakaway Park, Section III, is not approved by the City of Austin and Williamson County as a final plat within one year from the date hereof, the property described herein shall absolutely revert, without necessity for suit or reentry, to Grantor and Grantor's successors and assigns.

Clear Title:

Grantor does not retain any liens or encumbrances, express or implied against the property other than as expressly set forth under the provisions hereof. Grantor shall ensure a clear title for the herein described property that is to be conveyed to Williamson County for parks and recreational purposes.

Conditions:

As a condition and by acceptance of this conveyance, Williamson County hereby dedicates the herein described property for park and recreational purposes for public use by the citizens of Williamson County, Texas, subject to the reservations, exceptions and restrictions set forth below, which reservations, exceptions and restrictions shall be construed as prior and superior to the dedication for park purposes described in this paragraph.

OFFICIAL RECORDS  
 WILLIAMSON COUNTY, TEXAS

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 10.19.90

*fla*

VOL 1960 PAGE 441 17

Reservations from and Exceptions to Conveyance and Warranty:

Grantors expressly reserve for a period of ten (10) years following the date of execution, unto themselves, their heirs, executors and assigns, the right to construct, reconstruct, repair, remove, replace, relocate and maintain utility lines of all kinds and descriptions, including, but not limited to, water, sewer, drainage, electric, telegraph, telephone, and telecommunications, over, under and across the herein described property, and connections with any of the foregoing to similar utilities on, under and across contiguous and adjacent property, provided that said lines and structures, and connections are first approved by Williamson County, as to: (a) whether such line, structure or connection constitutes an environmental or safety hazard in relation to the use of the herein described property for park and recreational purposes; and (b) if approved under (a), the location of said line, structure or connection. The reservation contained in this Paragraph is expressly subject to all powers given Williamson County, or other applicable laws, to restrain, restrict and control the placement of utilities in park and recreational areas.

The use of the herein described property for park and recreational purposes is expressly restricted and limited by the right of Williamson County, which right is herein conveyed by Grantors, to construct, reconstruct, repair, remove, replace, relocate, and maintain roads and streets and utility lines of all kinds and descriptions, including, but not limited to, water sewer, drainage, electric, telegraph, telephone, and telecommunications with any of the foregoing to similar utilities on, under, or across contiguous and adjacent property, provided that the location of said lines and structures, and connections, are first approved by Williamson County, as to: (a) whether such road, street, line, structure, or connection contributes to an environmental or safety hazard in relation to the use of the herein described property used for park and recreational purposes; and (b) is approved under (a), the location of said road, street, line, structure or connection.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

When the context requires, singular nouns and pronouns include the plural.

CAROLVILLE, LTD., a Texas  
Limited Partnership

*Philip H. Annis*  
PHILIP H. ANNIS  
GENERAL PARTNER

STATE OF TEXAS \*

COUNTY OF Williamson \*

This instrument was acknowledged before me on Oct. 30, 1990 by PHILIP H. ANNIS, General Partner of CAROLVILLE, LTD., a Texas Limited Partnership.



*Rebecca J. Kisner*  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

LAW OFFICES OF DALE ILLIG, PC  
P. O. BOX 965  
GEORGETOWN, TX. 78627-0965

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10.19.90

*AKC*

VOL 1960 PAGE 442

October 3, 1990

Exhibit 'A' Page 1 of 2

17  
Carolville, Ltd.  
to  
Williamson County  
Parkland for Breakaway  
Park Section 3 (Proposed)

FIELD NOTES for 7.38 acres of land out of the Samuel Daymon Survey A-170 and the John Dillard Survey A-179 in Williamson County, Texas, said land being out of that certain 123.02 acre tract as conveyed to Carolville, Ltd by deed recorded in Volume 1910, Page 929-940, Williamson County Deed Records, being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{2}$ -inch steel pin found at the northwest corner of the proposed Lot 60, Breakaway Park Section 3, a proposed subdivision, for the northeast corner of this described tract; said steel pin bearing for reference N47°10'50"W 426.69 feet from a  $\frac{1}{2}$ -inch steel pin found at the northwest corner of Lot 37, Breakaway Park Section 2, a subdivision recorded in Book D, Page 82 of the Williamson County Plat Records;

THENCE with the boundary of proposed Breakaway Park Section 3 the following 6 courses:

- 1) S5°58'30"E 520.24 feet to a  $\frac{1}{2}$ -inch steel pin found for angle point;
- 2) S19°13'00"E 233.00 feet to a  $\frac{1}{2}$ -inch steel pin found for the southeast corner of this described tract;
- 3) S68°53'00"W 249.00 feet to a  $\frac{1}{2}$ -inch steel pin found at the beginning of a curve which is part of the cul-de-sac right-of-way line of proposed Chitina Court;
- 4) around said curve to the left a chord which bears S68°53'00"W 100.00 feet, said curve having an arc length of 118.21 feet, a radius of 60 feet and an internal angle of 112°53'07", to a  $\frac{1}{2}$ -inch steel pin found at end of curve;
- 5) S68°53'00"W 75.00 feet to a  $\frac{1}{2}$ -inch steel pin found for angle point;
- 6) S24°00'00"W 59.00 feet to a  $\frac{1}{2}$ -inch steel pin set for the most southern corner of this described tract;

THENCE N66°00'00"W 252.61 feet to a  $\frac{1}{2}$ -inch steel pin set for the most western corner of this described tract;

THENCE N24°19'11"E 852.91 feet to a  $\frac{1}{2}$ -inch steel pin set for the northwest corner of this described tract;

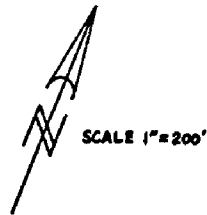
THENCE N69°08'00"E 180.00 feet to the point of BEGINNING, containing 7.38 acres.

Surveyed by: Stuart Watson  
Stuart Watson, RPLS 4550

City of Austin Grid— G44  
Basis of Bearings— Breakaway Park Section 2 Subdivision Plat  
Date of Survey— October 3, 1990

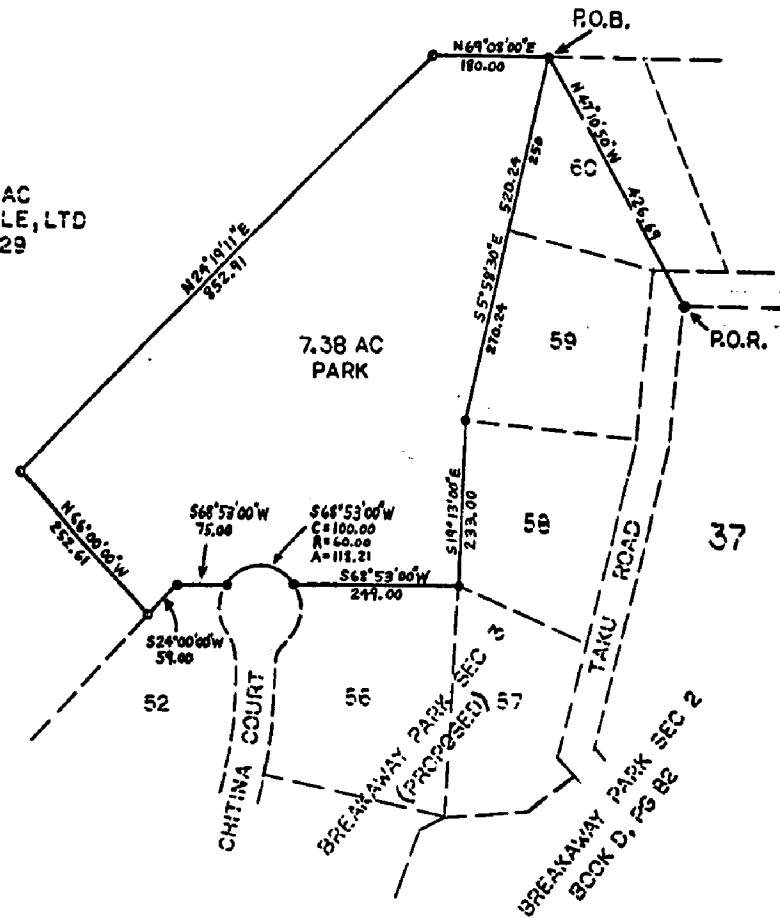
FIELD NOTES REVIEWED  
By Mike Little Date 10/22/90  
Engineering Support Section  
Department of Public Works  
and Transportation

EXHIBIT "A" - Page 2 of 2

VOL 1960 PAGE 443  
17LEGEND

- Steel pin set
- Steel pin found

123.02 AC  
CAROLVILLE, LTD  
1910/929



October 3, 1990

MAP OF 7.38 ACRE PARK TO BE DEEDED TO WILLIAMSON COUNTY  
IN CONJUNCTION WITH BREAKAWAY PARK SECTION 3 SUBDIVISION (PROPOSED)

SURVEYED BY: *Stuart Watson*  
Stuart Watson, RPLS 4550



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PARK LAND ACCEPTANCE  
BY  
WILLIAMSON COUNTY  
GEORGETOWN, TEXAS

17

Williamson County - Georgetown, Texas, by its signature of its duly authorized representative hereto, does accept the grant of park land as hereinabove described, subject to all provisions and conditions contained herein.

EXECUTED this 19th day of November 1990.

WILLIAMSON COUNTY

*[Signature]*  
BY: DON WILSON, COUNTY JUDGE  
GEORGETOWN, TEXAS 78626

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1990, by Don Wilson, Williamson County Judge, Georgetown, Texas 78626.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:

LAW OFFICES OF DALE HILL, PC  
P. O. BOX 965  
GEORGETOWN, TX. 78627-0965

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this Instrument was FILED  
on the date and at the time stamped hereon  
by me; and was duly RECORDED, in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me, on

NOV 20 1990



*[Signature]*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
WILLIAMSON COUNTY, TEXAS  
1990 NOV 19 PM 3:19  
*[Signature]*  
COUNTY CLERK

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2025078345**

Pages: 12 Fee: \$65.00

10/03/2025 09:42 AM

KWEEMS



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**PARTIAL RELEASE OF EASEMENT**

Upper Brushy Creek WCID Dam No. 4

THE STATE OF TEXAS           §  
                                              §  
COUNTY OF WILLIAMSON    §

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

THAT, the UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT of Williamson County, formerly known as Brushy Creek Water Control and Improvement District #1A of Williamson and Milam Counties, a Texas political subdivision (the "District," "Grantee," and "Releaser"), on behalf of itself and its successors and assigns, does hereby, ABANDON, RELEASE, and DISCHARGE a portion of the easement filed on June 5, 1959 and recorded as Document No. 19596299 DR (Loeschmann) of the Deed Records of Williamson County, Texas ("Easement"), as shown in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

Such ABANDON, RELEASE, and DISCHARGE of the above-referenced Easement shall apply only to the below described property, to wit:

as 7.38 acres of land out of the Samuel Daymon Survey A-170 and the John Dillard Survey A-179, in Williamson County and recorded in Document No. 1990033694 of the Official Public Records of Williamson County (Exhibit "B").

This instrument is given specifically to partially release the described said Easement, to the extent Releaser is Grantee of said Easement, which Easement, is terminated by abandonment, termination, vacation, and cessation of purpose, and shall be of no further force and effect, whether legal or equitable.

RELEASOR:

UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT

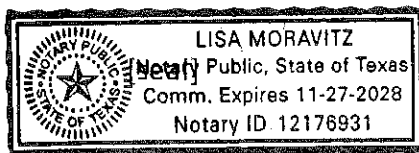
By: Alysha L. Girard  
Alysha L. Girard, General Manager

Attest: Lisa Moravitz  
Lisa Moravitz, District Clerk

ACKNOWLEDGEMENT

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on this the 27<sup>th</sup> day of August 2025  
By Alysha L. Girard in the capacity and for the purposes and consideration recited herein.



Lisa Moravitz  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Upper Brushy Creek WCID  
Attn: District Clerk  
460 Texas Avenue  
Round Rock, Texas 78664

**EXHIBIT A  
follows**

## EASEMENT

THE STATE OF TEXAS, )  
COUNTY OF )

6299

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress to carry out a program of assistance to local agencies and organizations in planning and installing works and measures for watershed protection, flood prevention and agricultural phases of the conservation, development, utilization and disposal of water; and

WHEREAS, it is the desire to grant certain rights in, over and upon the hereinafter described land for the purpose of carrying out said program:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT  
W.E. LOESCHMANN ~~and wife~~

County, Texas, hereinafter called in the singular Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and in consideration of the granting of similar rights by others and the benefits accruing to Grantor from the installation of said program and other good and valuable considerations, do hereby GRANT and CONVEY, subject to the terms and conditions hereinafter set out, unto Brushy Creek Water Control and Improvement District No. 1 of Williamson and Milam Counties, its successors and assigns, hereinafter called Grantee, an easement in, over and upon the following described land situated in the County of WILLIAMSON, State of Texas, to-wit: BEING A TRACT CONTAINING 12 ACRES, MORE OR LESS, OUT OF AND A PART OF A TRACT OF LAND CONTAINING 232 ACRES IN THE S. DAWSON SURVEY AND BEING DESCRIBED IN THE DEED FROM C. F. LOESCHMANN, ET AL TO WALTER LOESCHMANN DATED JANUARY 2, 1922, OF RECORD IN VOL. 204, PAGE 420, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, A REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING ONLY THE LAND NECESSARY FOR THE ACCOMPLISHMENT OF THE WORKS AND MEASURES DESCRIBED HEREINBELOW AND ON WHICH WATER IS TEMPORARILY RETARDED OR TEMPORARILY OR PERMANENTLY IMPOUNDED.

1. Grantee shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures and for the storage of waters that may be temporarily retarded or temporarily or permanently impounded by any dam or other reservoir structure described below: BEING FLOODWATER RETARDING STRUCTURE NO. 4 IN THE UPPER BRUSHY CREEK SUBWATERSHED AS DESCRIBED IN THE WATERSHED WORK PLAN PREPARED BY THE SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE AND AS SHOWN ON THE MAP OR PLAT OF SAID UPPER BRUSHY CREEK SUBWATERSHED, AS SAME APPEAR ON FILE IN THE OFFICE OF GRANTEE.

2. Grantor shall be responsible for ordinary maintenance and repairs of any dam or reservoir structure which may be located on the hereinabove described premises which can be accomplished by the use of ordinary farm equipment. Grantee shall be responsible for operating, maintaining and keeping in good repair the works and measures herein described except such maintenance and repair which Grantor is to perform as set out herein. Grantee shall control the water level in the sediment storage pool until adequate vegetation is established on the structure and as necessary for the maintenance and repair of the structure.

3. Grantor reserves the right to use said land or any part thereof at any time and for any purpose, except as provided in paragraph 4 below, provided such use does not damage the structure or interfere with the full enjoyment by the Grantee of the easement herein conveyed.

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6. This easement shall include all easements, rights of way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

7. Grantor hereby WARRANTS the title to said land. However, the easement herein conveyed shall be subject to any easements, rights of way or mineral reservations or rights now outstanding in third persons. The easement shall not pass nor shall same be construed to pass to the second party any fee simple title or interest in and to the above described lands.

8. In the event the easement granted hereby is abandoned, the rights, privileges and authority granted hereunder to Grantee shall cease and determine.

IN WITNESS WHEREOF, these presents have been executed this the 15th day of March, A. D. 1957.

W.E. Loeschmann

(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS,   
 COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared W. E. LOESCHMANN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of March, A. D. 1957.

James H. Hinton  
Notary Public in and for  
Williamson County, Texas.

Filed for Record on the 5 day of June, A. D. 1959 at 3 o'clock P. M.

Duly Recorded this the 8 day of June, A. D. 1959, at 10:30 o'clock A. M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Gertrude Bohar Deputy

## **EXHIBIT B follows**

## WARRANTY DEED

STATE OF TEXAS \*

COUNTY OF WILLIAMSON \*

Date: Oct. 30, 1990

Grantor: CAROLVILLE, LTD., a Texas Limited Partnership  
1000 Bank of the Hills Tower  
13809 Research Blvd.  
Austin, Tx. 78750

Grantee: WILLIAMSON COUNTY, c/o MIKE HEILIGENSTEIN COUNTY COMMISSIONER

Address: 309 East Main Street  
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Consideration: TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for which no lien either express or implied, is herein retained.

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Conveyance:

Grantor, for the consideration hereinbefore stated and subject to the reservations from and exceptions to conveyance and warranty stated herein, GRANTS, SELLS AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever; provided, however, that the herein described property is conveyed exclusively for parks and recreational purposes for public use by the citizens of Williamson County.

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In the event that Breakaway Park, Section III, is not approved by the City of Austin and Williamson County as a final plat within one year from the date hereof, the property described herein shall absolutely revert, without necessity for suit or reentry, to Grantor and Grantor's successors and assigns.

Clear Title:

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OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

c:\10\park.d  
10.19.90

HLA

VOL 1960 PAGE 441 17

Reservations from and Exceptions to Conveyance and Warranty:

Grantors expressly reserve for a period of ten (10) years following the date of execution, unto themselves, their heirs, executors and assigns, the right to construct, reconstruct, repair, remove, replace, relocate and maintain utility lines of all kinds and descriptions, including, but not limited to, water, sewer, drainage, electric, telegraph, telephone, and telecommunications, over, under and across the herein described property, and connections with any of the foregoing to similar utilities on, under and across contiguous and adjacent property, provided that said lines and structures, and connections are first approved by Williamson County, as to: (a) whether such line, structure or connection constitutes an environmental or safety hazard in relation to the use of the herein described property for park and recreational purposes; and (b) if approved under (a), the location of said line, structure or connection. The reservation contained in this Paragraph is expressly subject to all powers given Williamson County, or other applicable laws, to restrain, restrict and control the placement of utilities in park and recreational areas.

The use of the herein described property for park and recreational purposes is expressly restricted and limited by the right of Williamson County, which right is herein conveyed by Grantors, to construct, reconstruct, repair, remove, replace, relocate, and maintain roads and streets and utility lines of all kinds and descriptions, including, but not limited to, water sewer, drainage, electric, telegraph, telephone, and telecommunications with any of the foregoing to similar utilities on, under, or across contiguous and adjacent property, provided that the location of said lines and structures, and connections, are first approved by Williamson County, as to: (a) whether such road, street, line, structure, or connection contributes to an environmental or safety hazard in relation to the use of the herein described property used for park and recreational purposes; and (b) is approved under (a), the location of said road, street, line, structure or connection.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

When the context requires, singular nouns and pronouns include the plural.

CAROLVILLE, LTD., a Texas  
Limited Partnership

*Philip H. Annis*  
PHILIP H. ANNIS  
GENERAL PARTNER

STATE OF TEXAS \*

COUNTY OF Williamson \*

This instrument was acknowledged before me on Oct. 30, 1990 by PHILIP H. ANNIS, General Partner of CAROLVILLE, LTD., a Texas Limited Partnership.



*Rebecca J. Kisner*  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

LAW OFFICES OF DALE ILLIG, PC  
P. O. BOX 965  
GEORGETOWN, TX. 78627-0965

c:\10\park.d  
10.19.90

*AKL*

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October 3, 1990

Exhibit 'A' Page 1 of 2

17  
Carolville, Ltd.  
to  
Williamson County  
Parkland for Breakaway  
Park Section 3 (Proposed)

FIELD NOTES for 7.38 acres of land out of the Samuel Daymon Survey A-170 and the John Dillard Survey A-179 in Williamson County, Texas, said land being out of that certain 123.02 acre tract as conveyed to Carolville, Ltd by deed recorded in Volume 1910, Page 929-940, Williamson County Deed Records, being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{4}$ -inch steel pin found at the northwest corner of the proposed Lot 60, Breakaway Park Section 3, a proposed subdivision, for the northeast corner of this described tract; said steel pin bearing for reference N47°10'50"W 426.69 feet from a  $\frac{1}{4}$ -inch steel pin found at the northwest corner of Lot 37, Breakaway Park Section 2, a subdivision recorded in Book D, Page 82 of the Williamson County Plat Records;

THENCE with the boundary of proposed Breakaway Park Section 3 the following 6 courses:

- 1) S5°58'30"E 520.24 feet to a  $\frac{1}{4}$ -inch steel pin found for angle point;
- 2) S19°13'00"E 233.00 feet to a  $\frac{1}{4}$ -inch steel pin found for the southeast corner of this described tract;
- 3) S68°53'00"W 249.00 feet to a  $\frac{1}{4}$ -inch steel pin found at the beginning of a curve which is part of the cul-de-sac right-of-way line of proposed Chitina Court;
- 4) around said curve to the left a chord which bears S68°53'00"W 100.00 feet, said curve having an arc length of 118.21 feet, a radius of 60 feet and an internal angle of 112°53'07", to a  $\frac{1}{4}$ -inch steel pin found at end of curve;
- 5) S68°53'00"W 75.00 feet to a  $\frac{1}{4}$ -inch steel pin found for angle point;
- 6) S24°00'00"W 59.00 feet to a  $\frac{1}{4}$ -inch steel pin set for the most southern corner of this described tract;

THENCE N66°00'00"W 252.61 feet to a  $\frac{1}{4}$ -inch steel pin set for the most western corner of this described tract;

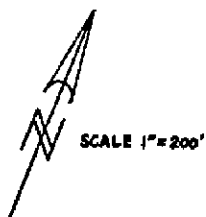
THENCE N24°19'11"E 852.91 feet to a  $\frac{1}{4}$ -inch steel pin set for the northwest corner of this described tract;

THENCE N69°08'00"E 180.00 feet to the point of BEGINNING, containing 7.38 acres.

Surveyed by: Stuart Watson  
Stuart Watson, RPLS 4550

City of Austin Grid— G44  
Basis of Bearings— Breakaway Park Section 2 Subdivision Plat  
Date of Survey— October 3, 1990

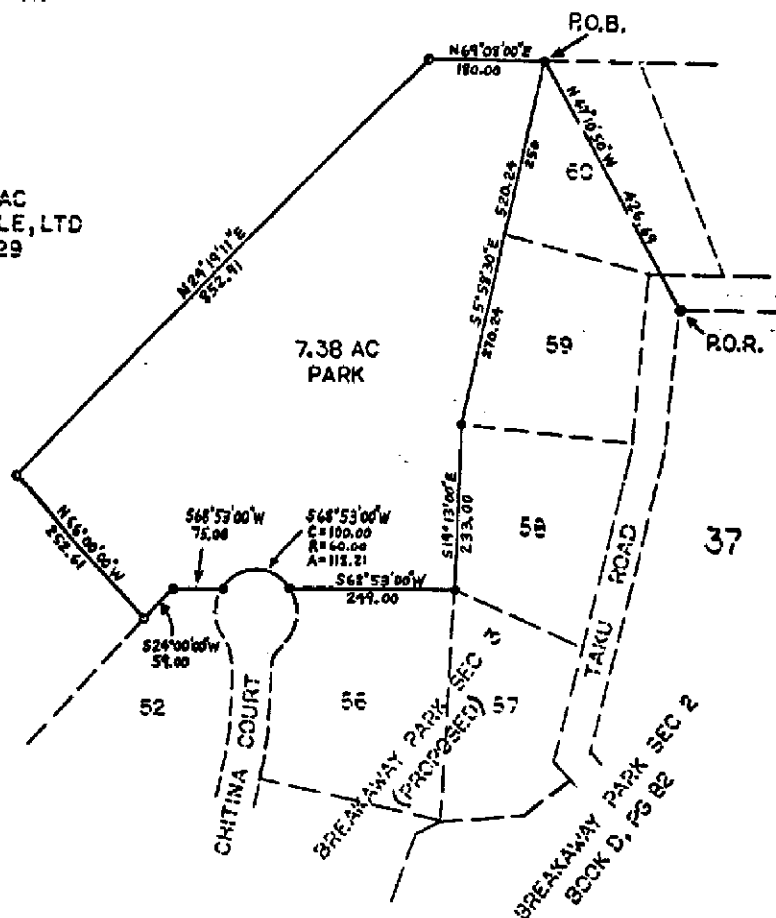
FIELD NOTES REVIEWED  
By Mike Fitch Date 10/22/90  
Engineering Support Section  
Department of Public Works  
and Transportation



LEGEND

- Steel pin set
- Steel pin found

123.02 AC  
CAROLVILLE, LTD  
1910/929



October 3, 1990

MAP OF 7.38 ACRE PARK TO BE DEEDED TO WILLIAMSON COUNTY  
IN CONJUNCTION WITH BREAKAWAY PARK SECTION 3 SUBDIVISION (PROPOSED)

SURVEYED BY: Stuart Watson  
Stuart Watson, RPLS 4550



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17

PARK LAND ACCEPTANCE  
BY  
WILLIAMSON COUNTY  
GEORGETOWN, TEXAS

Williamson County - Georgetown, Texas, by its signature of its duly authorized representative hereto, does accept the grant of park land as hereinabove described, subject to all provisions and conditions contained herein.

EXECUTED this 19th day of November 1990.

WILLIAMSON COUNTY

*Don Wilson*  
BY: DON WILSON, COUNTY JUDGE  
GEORGETOWN, TEXAS 78626

THE STATE OF TEXAS                   §  
                                                 §  
COUNTY OF WILLIAMSON               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1990, by Don Wilson, Williamson County Judge, Georgetown, Texas 78626.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:

LAW OFFICES OF DALE ELIJ, PC  
P. O. BOX 965  
GEORGETOWN, TX. 78627-0965

STATE OF TEXAS   COUNTY OF WILLIAMSON  
I hereby certify that this Instrument was FILED  
on the date and at the time stamped hereon  
by me; and was duly RECORDED, in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me, on

NOV 20 1990



*James H. Ruppel*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
WILLIAMSON COUNTY, TEXAS  
1990 NOV 19 PM 3:19  
*James H. Ruppel*  
COUNTY CLERK

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2025078348**

Pages: 12 Fee: \$65.00

10/03/2025 09:54 AM

VDONNELLY



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas