

**REAL ESTATE CONTRACT**  
CR 111 Right of Way—Parcel 32

THIS REAL ESTATE CONTRACT ("Contract") is made by GARY BROWDER, Independent Executor of the Estate of Wallace D. Daniel, Jr., deceased (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.437 acre (19,033 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32**)

Drainage Easement interest in and across all of that certain 0.029 acre (1,272 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 32DE**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", any damage to and/or cost to cure for the remaining property of Seller not acquired herein, shall be the sum of FORTY THOUSAND and 00/100 Dollars (\$40,000.00).

Payment of Purchase Price

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before June 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest to all of the Property described in Exhibit "B", free and clear of any and all monetary liens and other restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions shown on Schedule B. of the Title Commitment for the Property which are not objected to by Purchaser.

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

The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, which will allow Purchaser to obtain a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

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

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

**ARTICLE VI  
BREACH BY SELLER**

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

**ARTICLE VII  
BREACH BY PURCHASER**

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

**ARTICLE VIII  
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

#### Legal Construction

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

#### Prior Agreements Superseded

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

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

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

Counterparts

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

**SELLER:**

Gary Browder, Independent Executor Address: 2702 Long Bow Trail  
Gary Browder, Independent Executor of  
the Estate of Wallace D. Daniel, Jr., deceased Austin, TX 78734

Date: May 18, 2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

Date: \_\_\_\_\_

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 32  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 32**

BEING 0.437 of an acre (19,033 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 2.87 acres, as conveyed to Wallace Daniel, Jr., by deed as recorded in Volume 2314, Page 532, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

**BEGINNING** at a calculated point (Surface Coordinates determined as N=10197107.51, E=3154147.30) on the north line of County Road No. 105 for the Southeast corner of the above-referenced 2.87 acre Daniel tract, being the Southwest corner of that certain tract of land, called 44.72 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron rebar found along the West line of the above-referenced 44.72 acre Russell J. Salisbury and wife, Raquel M. Salisbury tract bears N 21°11'30" W, 407.04 feet;

**THENCE**, along the said north line of County Road No. 105, being the south line of the said 2.87 acre Daniel tract, S 68°16'30" W, 409.17 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 183+25.57 for the most westerly corner hereof;

**THENCE**, along a curve to the right, (Radius = 1,568.00 feet, Delta = 15°16'00", Long Chord bears N 58°01'00" E, 416.52 feet), an arc distance of 417.75 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 187+25.20 on the east line of the said 2.87 acre Daniel tract, being the west line of the said 44.72 acre Salisbury tract, for the Northeast corner hereof;

**THENCE**, S 20°50'15" E, 74.21 feet to the Place of **BEGINNING** and containing 0.437 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens

Registered Professional Land Surveyor, No. 5784

State of Texas



Project No. 22009-32

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 32.docx

44.72 AC  
RUSSELL J. SALISBURY  
& WIFE. RAQUEL M. SALISBURY  
2319/861

19,033 SF  
0.437 AC

STA. 187+25.20  
O/S 68.00' LT

STA. 183+25.57  
O/S 68.00' LT

CR 105

POINT OF BEGINNING  
STA. 187+21.10  
O/S 6.07' RT  
SURFACE COORDINATES  
N 10197107.51  
E 3154147.30

2.585 AC  
DON WILSON, COUNTY JUDGE OF  
WILLIAMSON COUNTY  
AND HIS SUCCESSORS IN OFFICE  
1649/206

BELL MEADOW DRIVE

COMMON  
AREA 1

69.55 AC  
CHARLES N. AVERY III, TRUSTEE  
2006032116

BELL MEADOWS  
SECTION ONE  
0/95

PAGE 1 OF 2



J. MCQUEEN  
ABSTRACT No. 426

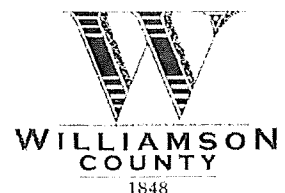
PARCEL PLAT SHOWING PROPERTY OF:  
WALLACE DANIEL, JR.

SCALE:  
1"=100'

PARCEL:  
32

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



1848

# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

| CODE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 21°11'30" E | 74.18'   |
| L2   | S 68°16'30" W | 409.17'  |
| (L2) | N 71°08'30" E | 414.98'  |
| L3   | N 68°16'30" E | 5.85'    |
| L4   | N 68°55'45" E | 491.93'  |
| (L4) | S 71°48'10" W | 491.88'  |

| CODE | RADIUS    | ARC     | CHORD BEARING | CHORD   | DELTA     |
|------|-----------|---------|---------------|---------|-----------|
| C1   | 1,568.00' | 417.75' | N 58°01'00" E | 416.52' | 15°16'00" |
| C2   | 1,568.00' | 88.32'  | N 67°15'45" E | 88.31'  | 3°13'45"  |

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 299
2. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
4. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
5. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 650

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



*[Signature]*  
 12-15-16  
 PATRICK J. STEVENS  
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
 STATE OF TEXAS

PAGE 2 OF 2

STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
 PHONE 512.930.8412 FAX 512.930.8412  
 WWW.STEGEBIZZELL.COM  
 >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

WALLACE DANIEL, JR.

SCALE:  
1"=100'

PARCEL:  
32

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



**EXHIBIT B**

**County:** Williamson  
**Parcel:** 32DE  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 32DE**

BEING a 0.029 of one acre parcel (1,272 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of the Official Public Records of Williamson County, Texas. Said 0.029 of one acre parcel being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197176.67, E: 3154120.48) in the East line of said 2.87 acre tract and the West line of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 187+25.20, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency in said proposed Northwesterly right-of-way line of County Road No. 105, bears along the arc of a curve to the right having a radius of 1568.00 feet, an arc length of 87.86 feet, a delta angle of 52°16'15", and a chord which bears North 67°16'15" East a distance of 87.85 feet;

THENCE over and across said 2.87 acre tract, along said proposed Northwesterly right-of-way line of County Road No. 105 and along the arc of a curve to the left having a radius of **1568.00** feet, an arc length of **51.32** feet, a delta angle of **01°52'30"**, and a chord which bears **South 64°42'45" West** a distance of **51.32** feet to the Southwest corner of the herein described tract, said point being 68.00 feet left of and at a right angle to Engineers Centerline Station 186+76.11, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set at the intersection of the existing Northwesterly right-of-way line of County Road No. 105 with said proposed Northwesterly right-of-way line of County Road No. 105, also being in the South line of said 2.87 acre tract, bears along the arc of a curve to the left having a radius of 1568.00 feet, an arc length of 366.44 feet, a delta angle of 12°23'30", and a chord which bears South 57°04'45" West a distance of 365.60 feet;

THENCE **North 22°27'00" East** departing said proposed Northwesterly right-of-way line of County Road No. 105, and continuing over and across said 2.87 acre tract, a distance of **74.16** feet to the North corner of the herein described tract and being in said East line of the 2.87 acre tract and said West line of the 44.72 acre tract, from which a 1/2-inch iron rebar found for the Northeast corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records, being the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas and being in said West line of the 44.72 acre tract, bears North 21°11'30" West a distance of 282.86 feet;

THENCE **South 21°11'30" East** along said East line of the 2.87 acre tract and the West line of said 44.72 acre tract, a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.029 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

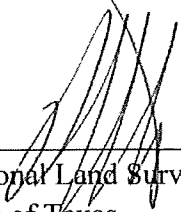
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

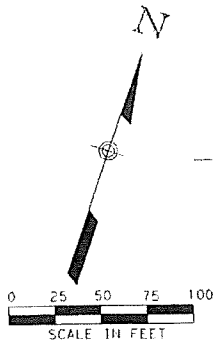
I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

  
\_\_\_\_\_  
Patrick J. Stevens  
Registered Professional Land Surveyor, No. 5784  
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



6.60 AC  
ROBERT R. & DEANNA R. THOMPSON  
1999055611

REMAINDER OF  
30.00 AC  
WALLACE DANIEL, JR.  
2369/611

2.87 AC  
WALLACE DANIEL, JR.  
2314/532

44.72 AC  
RUSSELL J. SALISBURY  
& WIFE, RAQUEL M. SALISBURY  
2319/861

PROPOSED  
DRAINAGE  
EASEMENT  
1,272 SF  
0.029 AC

POINT OF BEGINNING  
STA. 187+25.20  
D/S 68.00' LT  
SURFACE COORDINATES  
N 10197176.67  
E 3154120.48

STA. 183+25.57  
O/S 68.00' LT

STA. 186+76.11  
O/S 68.00' LT

PROPOSED POW

(L2)  
L2

CR 105

2.585 AC  
DON WILSON, COUNTY JUDGE OF  
WILLIAMSON COUNTY  
AND HIS SUCCESSORS IN OFFICE  
1649/206

1  
ATSUSHI MIYAMOTO  
AND TOMOKO OMURA,  
HUSBAND AND WIFE  
2014064599

ZOLA  
SANTANA  
2013055854

BELL MEADOW DRIVE

69.55 AC  
CHARLES N. AVERY III, TRUSTEE  
2006032116

J. MCQUEEN  
ABSTRACT No. 426

BELL MEADOWS  
SECTION ONE  
0/95

PAGE 1 OF 2

STEGEROBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
WALLACE DANIEL, JR.

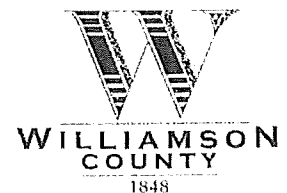
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
METAS 512.910.9412 TELEPHONE (512) 910.9412 FAX STEGEROBIZZELL.COM  
SERVICES ENGINEERS PLANNERS SURVEYORS

SCALE:  
1"=100'

PARCEL:  
32DE

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

| CODE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 20°50'15" E | 74.21'   |
| L2   | S 68°16'30" W | 409.17'  |
| (L2) | N 71°08'30" E | 414.98'  |
| L3   | N 68°16'30" E | 5.85'    |
| L4   | N 68°55'45" E | 491.93'  |
| (L4) | S 71°48'10" W | 491.88'  |
| L5   | S 21°11'30" E | 50.00'   |
| L6   | N 22°27'00" E | 74.16'   |

| CODE | RADIUS    | ARC     | CHORD BEARING | CHORD   | DELTA     |
|------|-----------|---------|---------------|---------|-----------|
| C1   | 1,568.00' | 366.44' | S 57°04'45" W | 365.60' | 12°23'30" |
| C2   | 1,568.00' | 87.86'  | N 67°16'15" E | 87.85'  | 52°16'15" |
| C3   | 1,568.00' | 51.32'  | S 64°42'45" W | 51.32'  | 1°52'30"  |

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

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2. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
4. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
5. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 650

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

PATRICK J. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
STATE OF TEXAS



PAGE 2 OF 2

STEGE BIZZELL

NOV 1976 S. JUSTIN AVENUE  
1512 030 0412  
1512 030 0412  
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
WALLACE DANIEL, JR.

SCALE:  
1"=100'

PARCEL:  
32DE

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



# EXHIBIT "C"

Parcel 32

## DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That GARY BROWDER, Independent Executor of the Estate of Wallace D. Daniel, Jr., deceased, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.437 acre (19,033 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/CR105/Westinghouse Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 18<sup>th</sup> day of May, 2019.

26

*[signature page follows]*

**GRANTOR:**

Gary Browder, Independent Executor  
Gary Browder, Independent Executor of  
the Estate of Wallace D. Daniel, Jr., deceased

**ACKNOWLEDGMENT**

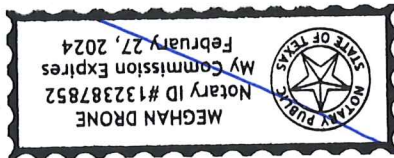
STATE OF TEXAS

§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 18 day of May,  
2019 by Gary Browder, in the capacity and for the purposes and consideration recited therein.

2020



[Signature]  
Notary Public, State of Texas



**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

## Parcel 32

County Road 111/Westinghouse Road

00432434.DOC

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the 18<sup>th</sup> day of May, 2019.20

*[signature pages follow]*

**GRANTOR:**

Mary M Browder, Independent Executor  
Gary Browder, Independent Executor of the  
Estate of Wallace D. Daniel, Jr., deceased

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF

Williamson

§

§

<sup>2020</sup> This instrument was acknowledged before me on this the 18 day of May, 2019 by Gary Browder, in the capacity and for the purposes and consideration recited therein.



Meghan Drone  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
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