

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser" and sometimes as "the County"), 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 23.062 acres (1,004,568 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath, Recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas; said 23.062 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 9);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SIX HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$662,284).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Additional Work to be Performed by Purchaser. As additional consideration for this Right-of-Way (referred to as "ROW") purchase, and as an obligation and agreement which shall survive Closing, Purchaser agrees as follows:

2.04. Two driveways shall be constructed by Purchaser on the newly acquired ROW: one Driveway (referred to as "Driveway #1") on the north and one driveway (referred to as "Driveway #2") on the south side of the road. All undertakings as to the driveways and related installations as set out herein below shall be at Purchaser's expense.

2.05. Each driveway shall be constructed using road base and culverts as needed, each driveway shall have a 25' turning radius that tapers down to 16' wide, Driveway #1 will have a length of 75', Driveway #2 will have a length of 50', and the driveways will be located according to Exhibit "B," attached hereto and incorporated herein for all purposes (Driveway #1 and Driveway #2 will both have a width no less than 60' wide where the driveways meet the roadway and then taper to 16' wide). Exact location for Driveway #1 and Driveway #2 can be shifted by agreement of Purchaser and Seller.

2.06. Driveway #1, after constructed during Corridor C's interim construction, will not be shifted during Corridor C's Ultimate lane construction. Driveway #2 will be constructed during Corridor C's interim construction phase, and will remain in place until Corridor C's Ultimate lane construction project begins. When Corridor C's Ultimate lane construction begins, Driveway #3 will be constructed as shown on Exhibit "C" attached hereto and incorporated herein. Driveway #3 shall have a turning radius of 25', shall taper down to a width of 16', and shall have a length of 50' (Driveway #3 will also have a width no less than 60' where the driveway meets the roadway and then taper to 16' wide). The exact location of Driveway #3 can be shifted by agreement of Purchaser and Seller. Driveway #3 will replace Driveway #2 after Corridor C's Ultimate lane construction is complete, and Driveway #2 will be permanently closed after Seller is granted access to Driveway #3.

2.07. After Corridor C's Ultimate lanes are constructed and Seller is given access to Driveway #3, Driveway #1 and Driveway #3 will have ingress and egress limited to right turn in and right turn out only.

2.08. Purchaser agrees to give Seller 30 days' notice before construction of Driveway #3.

2.09. Purchaser shall construct Driveway #1, Driveway #2, and Driveway #3 at its own expense using road base and culverts as necessary.

2.10. After Corridor C construction is complete and the newly constructed roadway is open to the public, Seller is guaranteed access to Corridor C/

2.11. Seller is not responsible or liable for any roll back taxes that would normally be due in connection with the Property's change in use from the Corridor C project.

2.12. There shall be no use of any of the Seller's remaining property for ingress or egress during the road construction.

2.13. Sellers shall retain all of their rights in oil, gas and other minerals, as well as water rights, with the mineral reservation being on a "no surface access" basis.

2.14. The centerline of the driveways permitted herein shall be located according to Exhibit "B" and Exhibit "C", or at such other location as may be agreed to in advance by Purchaser and Seller.

As to all of the agreed promises to perform undertakings and the Purchaser's obligation to perform each and every one of them, the same shall survive the closing of this transaction.

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 Independence Title Company on or before February 9, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.

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

- (2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. 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, or if the amount of the escrow deposit is less than the amount stipulated below, 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

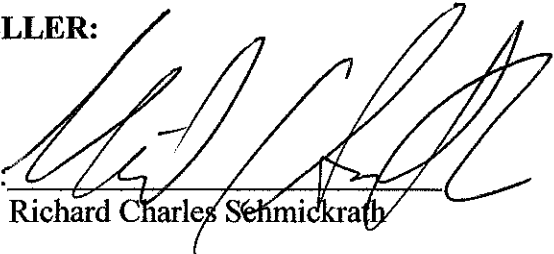
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

{Signatures on following page}



SELLER:

By:


Richard Charles Schmickrath

Address:

1011 Patriot Way
GEORGETOWN, TX
78626

Date:

1-6-2021

By:


Carol Jean Schmickrath

Address:

1011 Patriot Way
GEORGETOWN, TX
78626

Date:

1-6-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:

Bill Gravell, Jr.
County Judge

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

Date:

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 23.062 ACRE (1,004,568 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 172.51 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO RICHARD CHARLES SCHMICKRATH AND WIFE, CAROL JEAN SCHMICKRATH RECORDED IN VOLUME 959, PAGE 961 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.062 ACRE (1,004,568 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an axle found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, being in the southerly boundary line of said 172.51 acre tract, same being the northwesterly corner of that called 20.0 acre, Tract I described in Special Warranty Deed to Robert J. Klepzig and Wife, Linda J. Klepzig recorded in Volume 2090, Page 905 of the Official Records of Williamson County, Texas, also being the northeasterly corner of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009047006 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 20.0 acre tract, with the common boundary line of said 172.51 acre tract and said 55.2342 acre tract, S 68°41'07" W for a distance of 1116.37 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) set 193.00 feet right of proposed Corridor C baseline station 161+05.10, for a point in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies) and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southeasterly ROW line, continuing with said common boundary line, S 68°41'07" W for a distance of **128.17** feet to a 1/2" iron rod found, being the southwesterly corner of said 172.51 acre tract, same being the southeasterly corner of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, Husband and Wife recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;
- 2) **THENCE**, departing said 55.2342 acre tract, with the common boundary line of said remainder of 101.06 acre tract and said 172.51 acre tract, N 27°08'36" W for a distance of **392.83** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 159+76.94, in the proposed northwesterly ROW line of said Corridor C, for the northwesterly corner of the herein described tract;

THENCE, departing said remainder of the 101.06 acre tract, through the interior of said 172.51 acre tract, with the proposed northwesterly ROW line, the following nine (9) courses:

- 3) Along a curve to the left, having a delta angle of **14°05'38"**, a radius of **1987.00** feet, an arc length of **488.77** feet and a chord which bears N 57°29'16" E for a distance of **487.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 165+18.10, for a point of non-tangency;
- 4) S 39°33'33" E for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 165+18.10, for the beginning of a non-tangent curve to the left;

- 5) Along said non-tangent curve to the left, having a delta angle of **19°29'52"**, a radius of **1997.00** feet, an arc length of **679.58** feet and a chord which bears **N 40°41'31" E** for a distance of **676.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 172+66.76, for a point of non-tangency;
- 6) **S 59°03'25" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 172+66.76, for the beginning of a non-tangent curve to the left;
- 7) Along said non-tangent curve to the left, having a delta angle of **07°00'55"**, a radius of **2007.00** feet, an arc length of **245.73** feet and a chord which bears **N 27°26'07" E** for a distance of **245.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline PT station 175+36.13, for a point of tangency;
- 8) **N 23°55'39" E** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station PC 182+87.22, for the beginning of a curve to the right;
- 9) Along said curve to the right, having a delta angle of **09°42'34"**, a radius of **2393.00** feet, an arc length of **405.53** feet and a chord which bears **N 28°46'57" E** for a distance of **405.04** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 186+60.04, for a point of non-tangency;
- 10) **N 56°21'46" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+60.04, for the beginning of a non-tangent curve to the right;
- 11) Along said non-tangent curve to the right, having a delta angle of **00°49'14"**, a radius of **2413.00** feet, an arc length of **34.56** feet and a chord which bears **N 34°02'51" E** for a distance of **34.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+91.55, being in the easterly boundary line of said 172.51 acre tract, same being in the westerly boundary line of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which, a 1/2" iron rod found, being an angle point in the easterly boundary line of said 172.51 acre tract, same being the northwesterly corner of said 134.52 acre tract, also being the southwesterly corner of that called 83.23 acre Tract 4 described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 Interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas bears **N 21°36'46" W** at a distance of 62.19 feet;
- 12) **THENCE**, departing said proposed northwesterly ROW line, with the common boundary line of said 172.51 acre tract and said 134.52 acre tract, **S 21°36'46" E** for a distance of **514.18** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 183+75.87 in the proposed southeasterly ROW line, for the southeasterly corner of the herein described tract, and from which, an iron rod found in the ostensible survey line of said Woodruff Stubblefield and the John McQueen Survey Abstract No. 426, being the southwesterly corner of said 134.52 acre tract, same being the southeasterly corner of said 172.51 acre tract, also being in the northerly boundary line of that called 3.99 acre tract of land described in Warranty Deed to Jerry J. Cazares and Maria R. Cazares recorded in Document No. 2006026815 of the Official Public Records of Williamson County, Texas bears **S 21°36'46" E** at a distance of 1257.83 feet;

THENCE, departing said 134.52 acre tract, through the interior of said 172.51 acre tract, with said proposed southeasterly ROW line, the following three (3) courses:

- 13) Along a curve to the left, having a delta angle of **02°18'31"**, a radius of **2007.00** feet, an arc length of **80.87** feet and a chord which bears **S 25°04'55" W** for a distance of **80.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PC station 182+87.22, for a point of tangency;
- 14) **S 23°55'39" W** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PT station 175+36.13, for the beginning of a curve to the right;
- 15) Along said curve to the right, having a delta angle of **37°16'09"**, a radius of **2393.00** feet, an arc length of **1556.57** feet and a chord which bears **S 42°33'44" W** for a distance of **1529.28** feet to the **POINT OF BEGINNING**, containing 23.062 acres, (1,004,568 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, 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

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

3 DEC 2019

Date



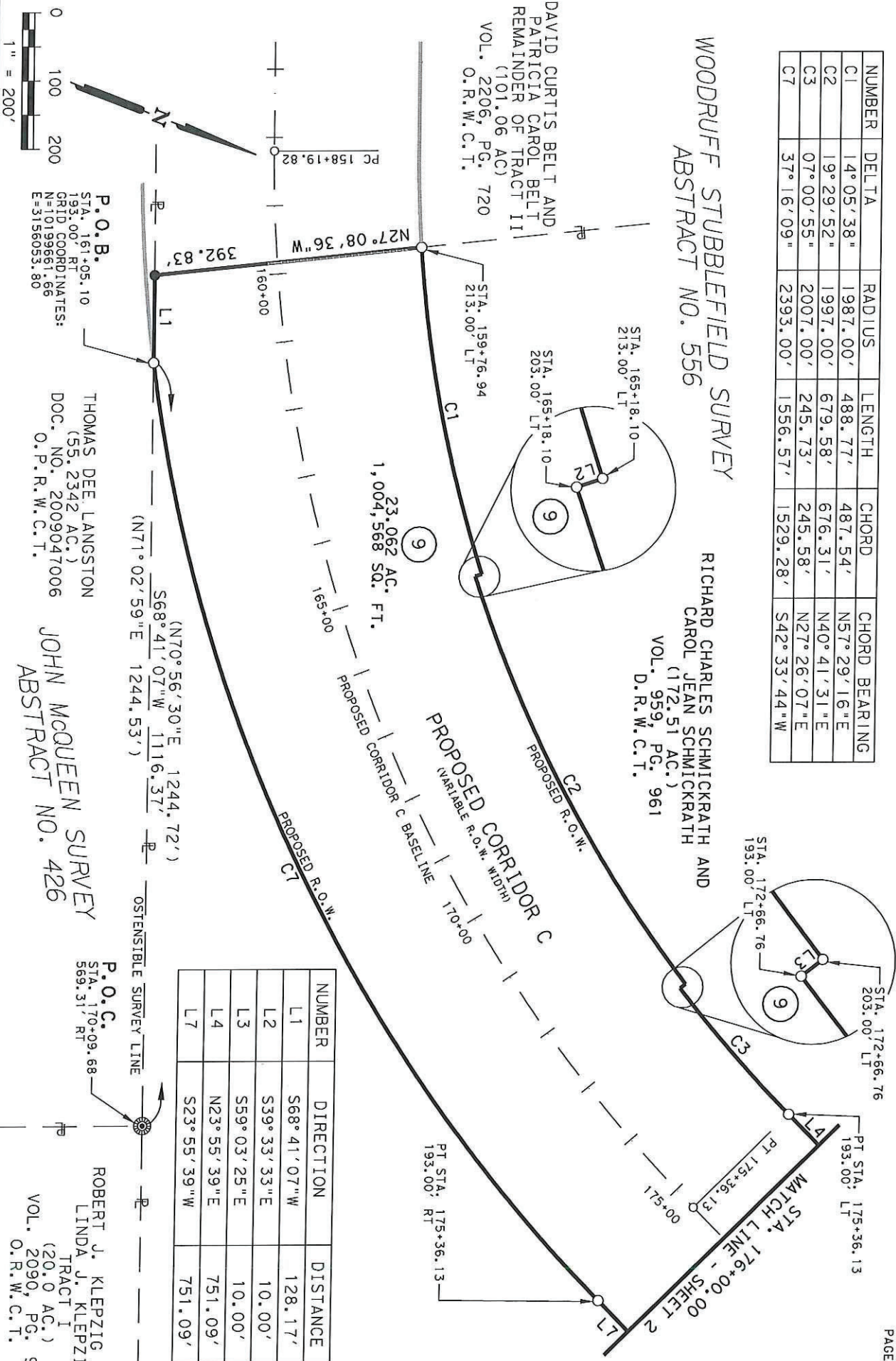
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14° 05' 38"	1987.00'	488.77'	487.54'	N57° 29' 16"E
C2	19° 29' 52"	1997.00'	679.58'	676.31'	N40° 41' 31"E
C3	07° 00' 55"	2007.00'	245.73'	245.58'	N27° 26' 07"E
C7	37° 16' 09"	2393.00'	1556.57'	1529.28'	S42° 33' 44"W

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

RICHARD CHARLES SCHMICKRATH AND
CAROL JEAN SCHMICKRATH
(172.51 AC.)
VOL. 959, PG. 961
D.R.W.C.T.

DAVID CURTIS BELT AND
PATRICIA CAROL BELT
REMAINDER OF TRACT 11
(101.06 AC)
VOL. 2206, PG. 720
O.R.W.C.T.



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

SCALE
1" = 200'

PARCEL PLAT SHOWING PROPERTY OF
**RICHARD CHARLES SCHMICKRATH AND
CAROL JEAN SCHMICKRATH**
WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 9

STA. 186+91.55
213.00' LT

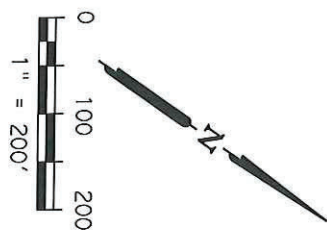
STA. 186+60.04
213.00' LT

DOC. NO. 2001027783
1/2 INTEREST

PAMELA G. MARTIN, DENNIS L.,
DAVIDSON & JAMES A. DAVIDSON, JR.

DOC. NO. 2001072772
(83.23 AC.) TRACT 4
O.P.R.W.C.T.

RICHARD CHARLES SCHWICKRATH AND
CAROL JEAN SCHWICKRATH
(172.51 AC.)
VOL. 959, PG. 961
D.R.W.C.T.



JOHN McQUEEN SURVEY
ABSTRACT NO. 1426

SCALE
1" = 200'

PROJECT
CORRIDOR C

PARCEL 9

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT " "

11/20/19
PAGE 6 OF 6

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- IRON ROD FOUND W/TXDOT ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
- ✱ FENCE POST FOUND
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
- ⊙ IRON PIPE FOUND
- ⊙ AXLE FOUND
- ℄ CENTER LINE
- ℄ PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- LAND HOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS
- O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1933224-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 29, 2019, ISSUE DATE SEPTEMBER 9, 2019.

- 10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 335, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 379, PAGE 652, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- C. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENTS AGREEMENT RECORDED IN VOLUME 956, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- D. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 959, PAGE 967, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- E. EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOLUME 1216, PAGE 471, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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

M. Stephen Truesdale *3 Dec 2019*

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	23.062	1,004,568
CALC/DEED AREA	172.51	7,514,536
REMAINDER AREA	149.45	6,509,968

PARCEL PLAT SHOWING PROPERTY OF

**RICHARD CHARLES SCHMICKRATH AND
CAROL JEAN SCHMICKRATH**

WILLIAMSON COUNTY

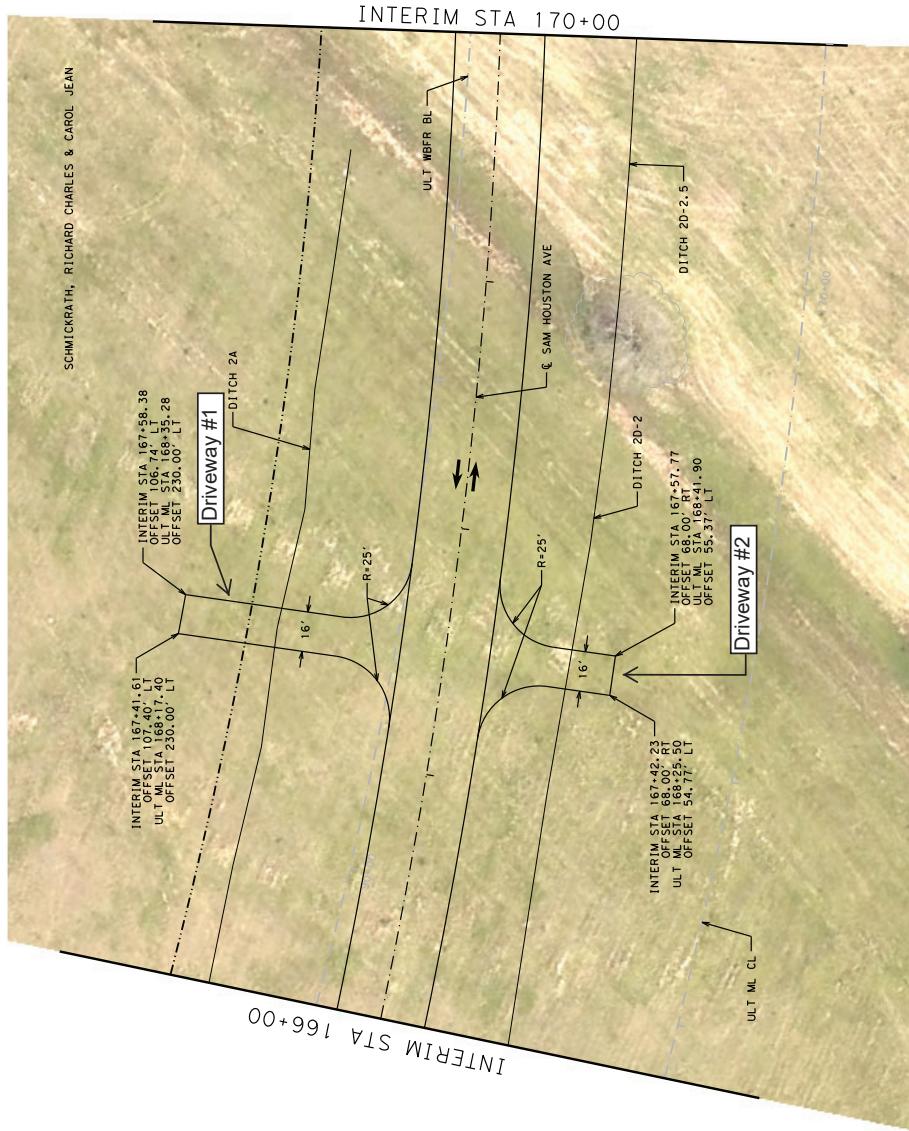
PROJECT
CORRIDOR C

PARCEL 9

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

SCALE
1" = 200'

Exhibit "B"



LEGEND

- TRAFFIC DIRECTION
- - - - - PROPOSED R.O.W.

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction. Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 104836

Date: 10/19/2020



WILLIAMSON COUNTY
1848

ATKINS
TELE REG. # F-474

**CORRIDOR C / 29 BYPASS
SCHMICKRATH DRIVEWAY
EXHIBIT**

SCALE: 1"=50' H		SHEET 1 OF 1	
DESIGNED BY	DATE	STATE	PROJECT NO.
ATKINS	10/19/2020	TEXAS	
CHECKED BY	DATE	STATE	PROJECT NO.
ATKINS	10/19/2020	TEXAS	
DRAWN BY	DATE	STATE	PROJECT NO.
ATKINS	10/19/2020	TEXAS	
CHECKED BY	DATE	STATE	PROJECT NO.
ATKINS	10/19/2020	TEXAS	

NOTE: THE EXACT LOCATION OF THE DRIVEWAYS MAY BE ADJUSTED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. THE EXACT LOCATION IS REQUIRED BEFORE CONSTRUCTION.



LEGEND

→ TRAFFIC DIRECTION

--- PROPOSED R.O.W.

NOTE: THE EXACT LOCATION OF THE DRIVEWAYS MAY BE ADJUSTED BASED ON THE PROPOSED DRIVEWAY LOCATION. A PROPOSED DRIVEWAY LOCATION IS REQUIRED BEFORE CONSTRUCTION.

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 104836

Date: 10/19/2020



WILLIAMSON COUNTY
1848



ATKINS
1848

CORRIDOR C / 29 BYPASS

SCHMICKRATH DRIVEWAY

EXHIBIT

SCALE: 1"=50' H	SHEET 1 OF 1
DESIGNED BY: J. F. 474	PROJECT NO.:
STATE: TEXAS	CORRIDOR C
SECTION: 408	SHEET: 1
COUNTY: WILLIAMSON	DATE: 10/19/2020

Exhibit "D"

Parcel 9

DEED
Corridor C—SH29 Bypass

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 MEN BY THESE PRESENTS:

That RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, 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 23.062 acres (1,004,568 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath, Recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas; said 23.062 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 9**);

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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 Corridor C.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

Richard Charles Schmickrath

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Richard Charles Schmickrath, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Carol Jean Schmickrath

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Carol Jean Schmickrath, in the capacity and for the purposes and consideration recited therein.

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:

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