

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 37

THIS REAL ESTATE CONTRACT ("Contract") is made by AUSTIN KRISHNAS, INC., a Texas non-profit corporation (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 0.038 acre (1,666 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 37)**;

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 Exhibits "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 and Additional Consideration

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHT THOUSAND SIX HUNDRED THIRTY-EIGHT and 00/100 Dollars (\$8,638.00).

2.01.1. As Additional Compensation for any improvements on the Property and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of THREE THOUSAND FIVE HUNDRED EIGHT and 00/100 Dollars (\$3,518.00).

Payment of Purchase Price and Additional Consideration

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

Special Provisions

2.03. Driveway Replacement. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the construction of the proposed Corridor H/Sam Bass roadway improvement project it shall cause a replacement driveway connection to be constructed between the edge of proposed roadway pavement and the new R.O.W. Property line, in the location and in substantial compliance with the plans and specifications identified as "DVWY23" on Exhibit "B" attached hereto and incorporated herein. By execution of this Contract, Seller agrees to allow Purchaser, its agents contractors and assigns the temporary right to enter the remaining property of Seller to the limited area and for limited time period only as necessary to carry out the obligations of this paragraph.

**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 each 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.

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

**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.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before April 30, 2022, 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 the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

**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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or the obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction

SELLER:

AUSTIN KRISHNAS, INC.,
a Texas non-profit corporation

By: 

Address: 4305 SAM BASS RD

Name: TUSHAR BAJAJ

ROUND ROCK TX 78681

Its: _____

Date: March 28, 2022

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 No.: 37
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
January 10, 2020

PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 0.038 ACRE (1,666 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 113, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO STEPHEN C. KOEHN AND PATRICIA N. KOEHN, RECORDED JUNE 24, 2004 IN DOCUMENT NO. 2004052046, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.038 ACRE (1,666 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of a called 29.27 acre tract, described in a deed to David Allen Huff and wife, Carolyn Bussie Huff, recorded in Volume 670, Page 555, Deed Records of Williamson County, (D.R.W.C.TX.), for the south corner of Lot 114B, Resubdivision of Lot 114, Great Oaks Subdivision, a subdivision of record in Cabinet R, Slide 323, P.R.W.C.TX., described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, O.P.R.W.C.TX., same being the southwest corner of Lot 114A, of said Resubdivision of Lot 114 Great Oaks Subdivision, described in a deed to Rickey D. Wells and Sherry L. Wells, recorded in Document No. 2010070539, O.P.R.W.C.TX.;

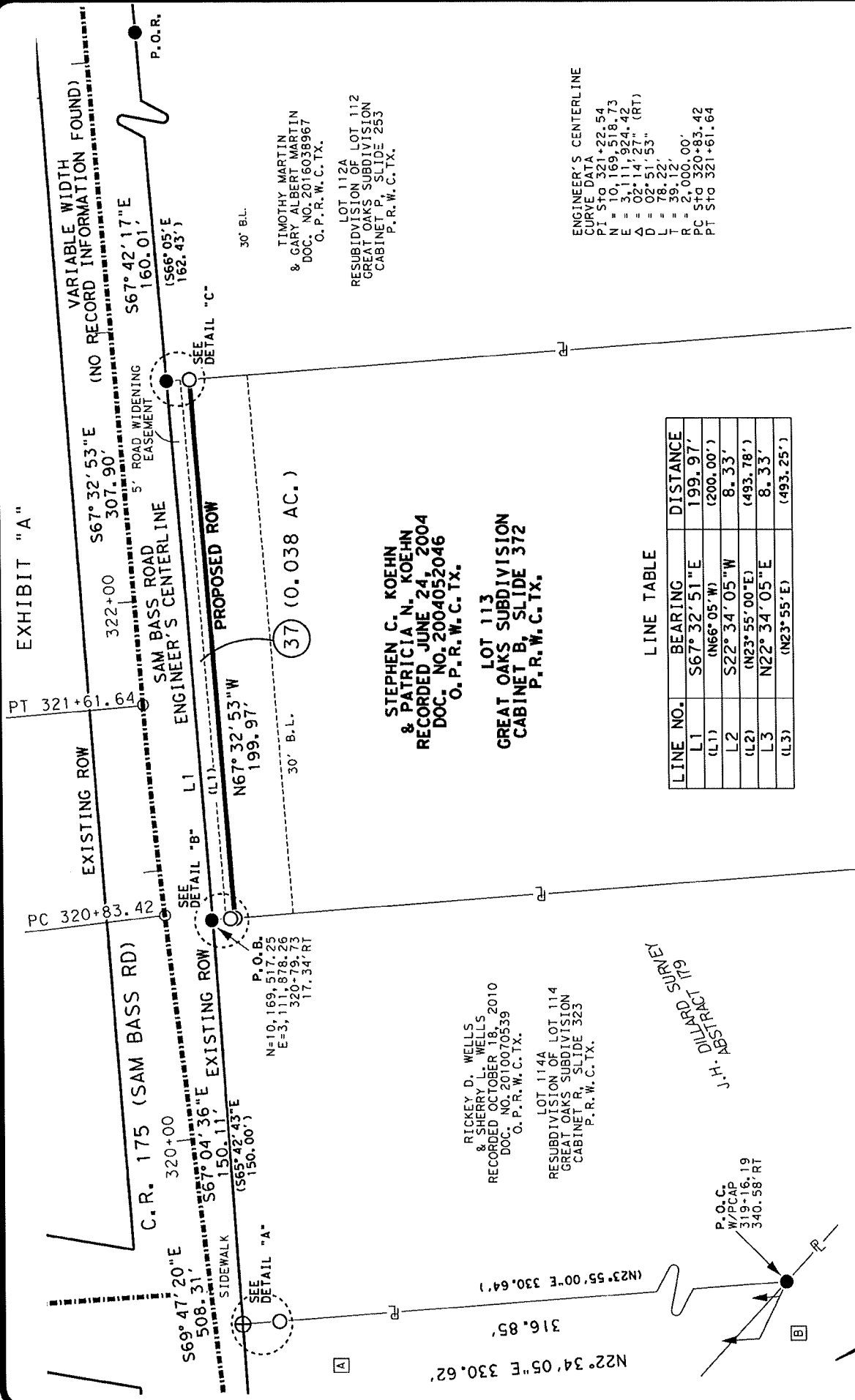
THENCE N 22°34'05" E, with the common line of said Lot 114B and said Lot 114A, passing at a distance of 316.85 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S 319+29.22, and continuing for a total distance of 330.62 feet to a magnail found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 114B, same being the northwest corner of said Lot 114A;

THENCE S 67°04'36" E, departing the common line of said Lot 114B and said Lot 114A, with the existing south right-of-way line of said Sam Bass Road, a distance of 150.11 feet to a 1/2-inch iron rod found (Surface Coordinates: N=10,169,517.25, E=3,111,878.26) 17.34 feet right of Sam Bass Road E.C.S 320+79.73, for the northeast corner of said Lot 114A, same being the northwest corner of said Lot 113 and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 67°32'51" E, continuing with the existing south right-of-way line of said Sam Bass Road, a distance of 199.97 feet to a 1/2-inch iron rod found, for the northwest corner of Lot 112A, Resubdivision of Lot 112, Great Oaks Subdivision, a subdivision of record in Cabinet P, Slide 253, P.R.W.C.TX., described in a deed to Timothy Martin and Gary Albert Martin, recorded in Document No. 2016038967, O.P.R.W.C.TX., same being the northeast corner of said Lot 113 and the parcel described herein, from which a 1/2-inch iron rod found bears S 67°42'17" E, a distance of 160.01 feet;

2) **THENCE** S 22°34'05" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 113 and said Lot 112A, a distance of 8.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 27.33 feet right of Sam Bass Road E.C.S. 322+80.39 on the proposed south-right-of-way line of Sam Bass Road, for the southeast corner of the parcel described herein;

EXHIBIT "A"



STEPHEN C. KOEHN
& PATRICIA N. KOEHN
RECORDED JUNE 24, 2004
DOC. NO. 2004052046
O. P. R. W. C. TX.

LOT 113
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P. R. W. C. TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S67°32'51"E	199.97'
(L1)	(N66°05'W)	(200.00')
L2	S22°34'05"W	8.33'
(L2)	(N23°55'00"E)	(493.78')
L3	N22°34'05"E	8.33'
(L3)	(N23°55'E)	(493.25')

ENGINEER'S CENTERLINE
CURVE DATA
PT Stg 321+22.54
N = 10,169,518.73
E = 3,111,824.42
Δ = 02°14'37" (RT)
D = 02°51'55"
L = 18.32'
T = 59.12'
R = 2,000.00'
PC Stg 320+83.42
PT Stg 321+61.64

TIMOTHY MARTIN
& GARY ALBERT MARTIN
DOC. NO. 2016038967
O. P. R. W. C. TX.

LOT 112A
RESUBDIVISION OF LOT 112
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 253
P. R. W. C. TX.

RICKEY D. WELLS
& SHERRY L. WELLS
RECORDED OCTOBER 18, 2010
DOC. NO. 2010070539
O. P. R. W. C. TX.

LOT 114A
RESUBDIVISION OF LOT 114
GREAT OAKS SUBDIVISION
CABINET R, SLIDE 323
P. R. W. C. TX.

J. H. DILLARD SURVEY

P.O.C.
W/PCAP
319-16.19
340.58 RT



GRAPHIC SCALE
SCALE: 1" = 50'

WILLIAMSON COUNTY, TEXAS

FILE: \\sam\inc\autos\PROJECTS\1017038216\100\Survey\03\Exhibits\37\PLAT\00\AP-37.dgn

EXISTING *2.257 AC. ACQUIRE 0.038 AC. REMAINING 2.219 AC. RIGHT

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064900



RIGHT-OF-WAY SKETCH
STEPHEN C. KOEHN
& PATRICIA N. KOEHN
PARCEL 37
0.038 AC. (1,666 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- ⊕ MAGNAIL FOUND
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ℙ RECORD INFORMATION
- () POINT OF BEGINNING
- P.O.B. POINT OF COMMENCING
- P.O.C. POINT OF REFERENCE
- P.O.R. NOT TO SCALE
- N.T.S. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

STEPHEN C. KOEHN & PATRICIA N. KOEHN
RECORDED JUNE 24, 2004
DOC. NO. 2004052046
O.P.R.W.C.TX.

LOT 113
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.

PARENT TRACT
 NOT TO SCALE

- NOTES:**
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDS88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

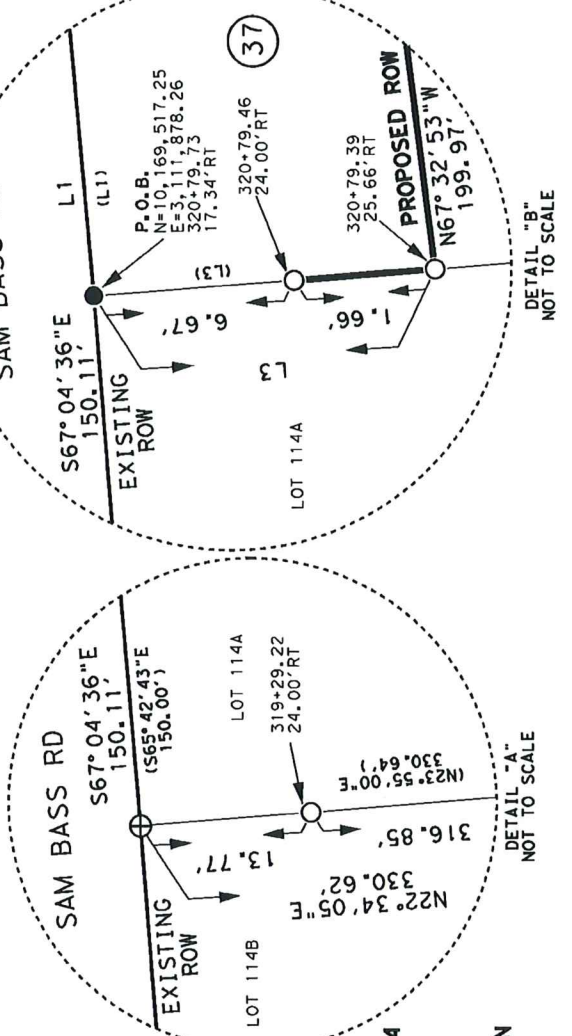
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary
 01/13/2020 8:26:53 AM

SCOTT C. BRASHEAR
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



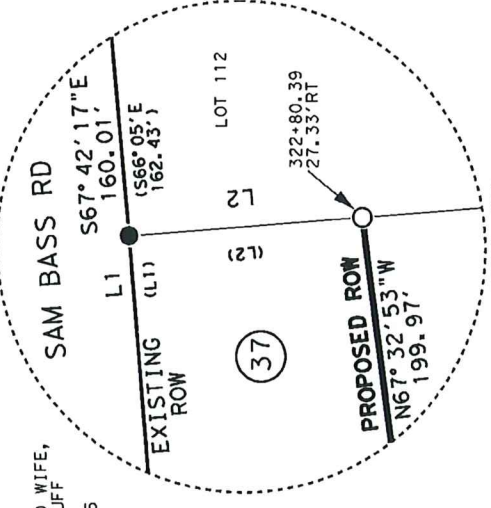
DETAIL "A"
 NOT TO SCALE

A
 DAVID A. FRANKLIN
 & JANIS E. FRANKLIN
 DOC. NO. 2007064920
 O.P.R.W.C.TX.

B
 DAVID ALLEN HUFF AND WIFE,
 CAROLYN BUSSIE HUFF
 29.27 ACRES
 VOL. 670, PG. 555
 D.R.W.C.TX.

LOT 114B
 RESUBDIVISION OF LOT 114
 GREAT OAKS SUBDIVISION
 CABINET R, SLIDE 323
 P.R.W.C.TX.

DETAIL "B"
 NOT TO SCALE



DETAIL "C"
 NOT TO SCALE

FILE:\\sam\inc\autos\PROJECTS\1017038216\100\Survey\03\Exhibits\37\PLAT\00\AP-37.dgn

EXISTING *2.257 AC. ACQUIRE 0.038 AC. REMAINING 2.219 AC. RIGHT

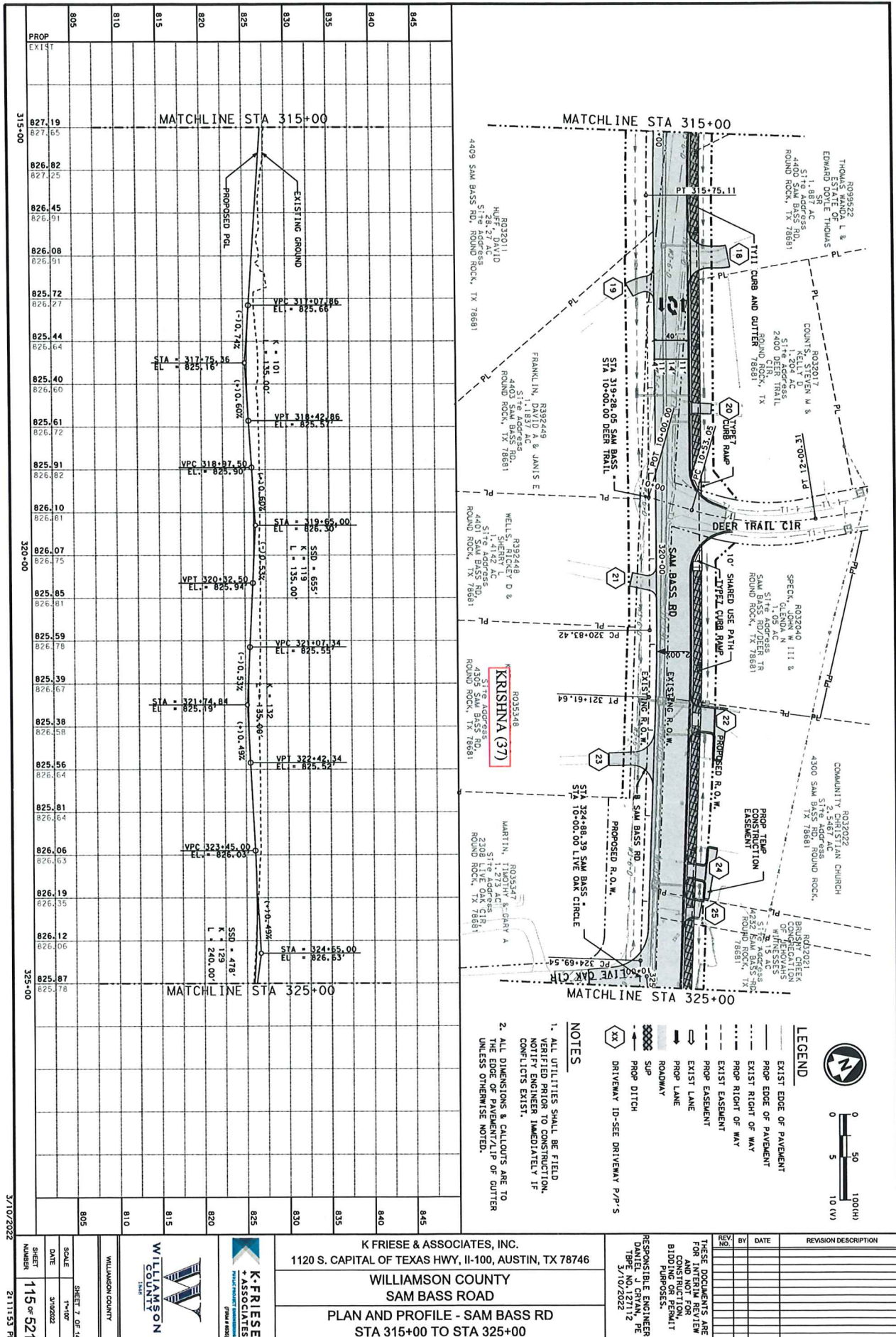
PAGE 4 OF 4
 REF. FIELD NOTE NO. 46616



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 FAX: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 STEPHEN C. KOEHN
 & PATRICIA N. KOEHN
 PARCEL 37
 0.038 AC. (1,666 SQ. FT.)

EXHIBIT "B" (Page 1 of 3)



PROF	STA	ELEVATION	
845	315.00	827.19	
845	315.00	827.65	
845	315.00	827.25	
845	315.00	826.82	
845	315.00	827.25	
845	315.00	826.45	
845	315.00	826.91	
845	315.00	826.08	
845	315.00	826.91	
845	315.00	825.72	
845	315.00	826.27	
845	315.00	825.44	
845	315.00	826.64	
845	315.00	825.40	
845	315.00	826.60	
845	315.00	825.61	
845	315.00	826.72	
845	315.00	825.91	
845	315.00	826.82	
845	315.00	826.10	
845	315.00	826.81	
845	315.00	826.07	
845	315.00	826.75	
845	315.00	825.85	
845	315.00	826.81	
845	315.00	825.59	
845	315.00	826.78	
845	315.00	825.39	
845	315.00	826.67	
845	315.00	825.38	
845	315.00	826.58	
845	315.00	825.56	
845	315.00	826.64	
845	315.00	825.81	
845	315.00	826.64	
845	315.00	826.06	
845	315.00	826.63	
845	315.00	826.19	
845	315.00	826.35	
845	315.00	826.12	
845	315.00	826.06	
845	315.00	825.87	
845	315.00	825.78	
845	315.00	325.00	825.87

DATE	3/10/2022
SCALE	1"=40'
SHEET NUMBER	115 of 521

3/10/2022
21:11:53 PM

NOTES

- ALL UTILITIES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY IF CONFLICTS EXIST.
- ALL DIMENSIONS & CALLOUTS ARE TO THE EDGE OF PAVEMENT/LIP OF GUTTER UNLESS OTHERWISE NOTED.

LEGEND

- EXIST EDGE OF PAVEMENT
- PROP EDGE OF PAVEMENT
- EXIST RIGHT OF WAY
- PROP RIGHT OF WAY
- EXIST EASEMENT
- PROP EASEMENT
- EXIST LANE
- PROP LANE
- ROADWAY
- SUP
- PROP DITCH
- DRIVEWAY ID-SEE DRIVEWAY P/P'S

REVISIONS

REV NO.	BY	DATE	REVISION DESCRIPTION

RESPONSIBLE ENGINEER
DATE: 3/10/2022

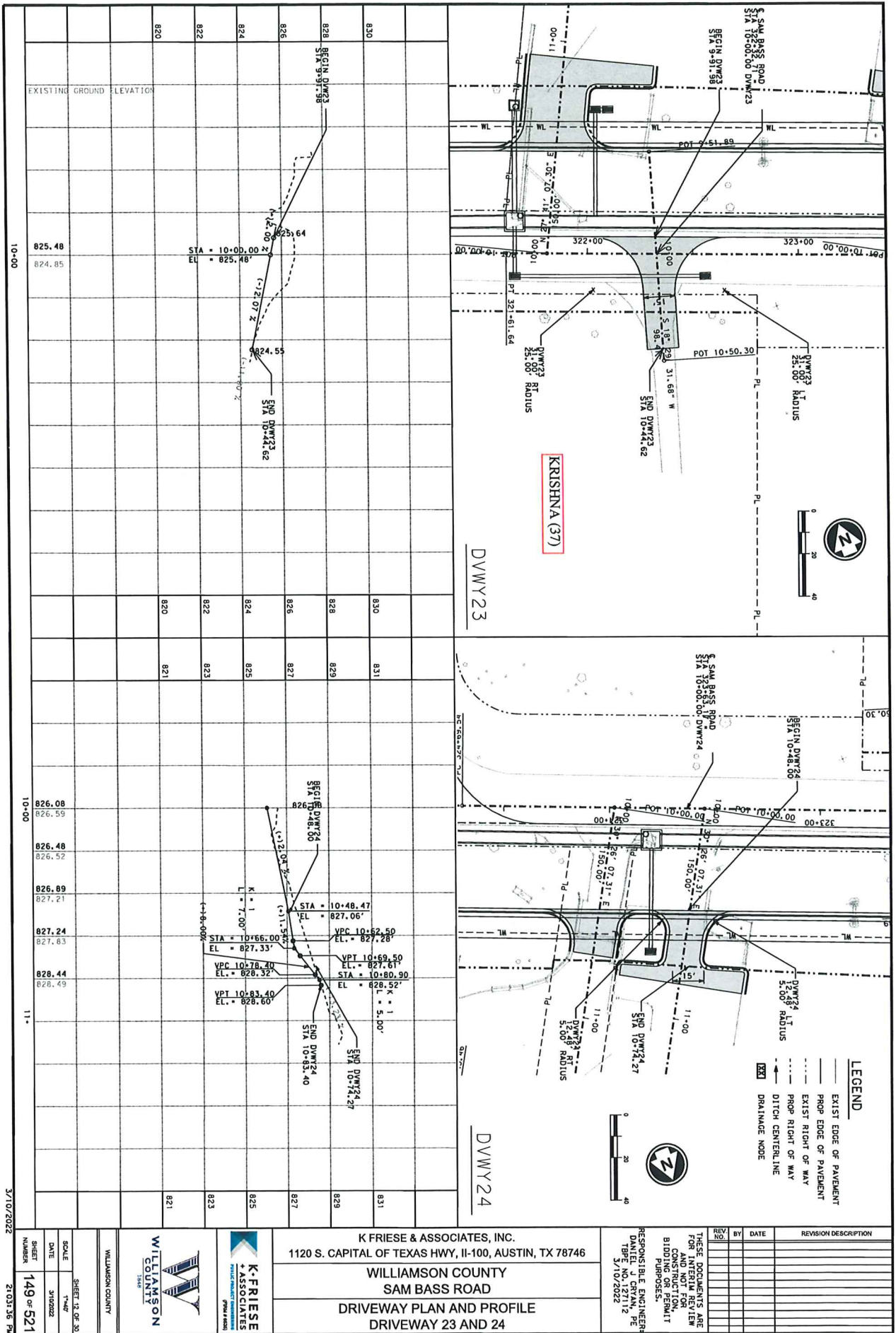
K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, 11-100, AUSTIN, TX 78746

WILLAMSON COUNTY
SAM BASS ROAD
PLAN AND PROFILE - SAM BASS RD
STA 315+00 TO STA 325+00

WILLAMSON COUNTY

DATE: 3/10/2022

EXHIBIT "B" (Page 2 of 3)



STATION	ELEVATION
820	
821	
822	
823	
824	
825	
826	
827	
828	
829	
830	
831	

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, 11-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
DRIVEWAY PLAN AND PROFILE
DRIVEWAY 23 AND 24

RESPONSIBLE ENGINEER
TYPE NO. 127112
3/10/2022

DATE: 3/10/2022

SCALE: 1"=40'

SHEET: 149 of 521

NUMBER: 2103136 PM

EXHIBIT "C"

Parcel 37

DEED

Corridor H/Sam Bass 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 AUSTIN KRISHNAS, INC., a Texas non-profit corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.038 acre (1,666 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (Parcel 37)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock 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 H/Sam Bass 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 ____ day of _____, 2022.

[signature pages follow]

GRANTOR:

AUSTIN KRISHNAS, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.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: