

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by JEFFREY W. DEAN AND CATHERINE J. DEAN. (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:

Being approximately 9.790-acre tract (426,452 square feet) of land situated in the George Keith survey, abstract no. 370, Williamson County, Texas and being out of the remnant portion of the called 40.00-acre tract of land conveyed to Jeffrey w. Dean and wife, Catherine J. Dean, recorded in document no. 2005090082 of the official public records of Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto.

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 shown 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 and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION THREE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED EIGHTY-ONE and 00/100 Dollars (\$2,345,981.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of THIRTY-THREE THOUSAND and 00/100 Dollars (\$33,000.00).

DS JWD DS cyd

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. **Driveway Permit.** As additional compensation for the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall permit one (1) driveway facility connection to be constructed and maintained by Seller, its successors or assigns, across the Property between Chandler Road roadway facility and the remaining property of Seller. The final location and design specifications, including drainage culvert, of any permitted driveway across the Property shall be determined according to any applicable access management criteria or requirements of Williamson County in effect at the time of the request and submission of any required application.

Purchaser further agrees that it shall (1) maintain access from Chandler Road to the remaining property of Seller, its successors and assigns during the construction of any proposed roadway expansion improvement facilities upon the Property, and (2) shall restore, realign or otherwise reconnect any existing access or driveway from Seller's remaining property to any proposed roadway expansion improvement facilities upon the Property as part of the construction project.

**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.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Longhorn Title Company, 3613 Williams Drive Suite 204 Georgetown, Texas on or before August 22, 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 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.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) 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 and Additional Compensation.

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 and as otherwise stated herein, 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.

[signature page follows]

SELLER:

DocuSigned by:



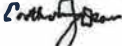
38D3C0178C8F413...
Jeffrey W. Dean

Date: 7/28/2022

Address: 1000 Meadow View Ct.

Twin Lakes, WI 53181

DocuSigned by:



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Catherine J. Dean

Date: 7/28/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Project: Chandler Corridor SH130 to CR101, Segment 1
Tax ID: R020671
Parcel: Dean 9.790 Acre R.O.W. Parcel

METES AND BOUNDS DESCRIPTION

FOR A 9.790 ACRE TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 40.00 ACRE TRACT OF LAND CONVEYED TO JEFFREY W. DEAN AND WIFE, CATHERINE J. DEAN, RECORDED IN DOCUMENT NO. 2005090082 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 9.790 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10189680.27, E=3161225.43) monumenting the northeast corner of said remnant portion of the 40.00 acre Dean tract, the southeast corner of the called 0.30 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006023224 of the Official Public Records of Williamson County, Texas, the southwest corner of the called 6.74 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2005075681 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 5.291 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2019026019 of the Official Public Records of Williamson County, Texas, same being on an angle point in the south right-of-way line of Chandler Road, being 100.07 feet right of Chandler Road Engineer's Baseline Station 255+10.01, for the northeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "JPH" monumenting the point of tangency on the south boundary line of said 6.74 acre Williamson County, Texas tract and the north boundary line of said 5.291 acre Williamson County, Texas tract, bears S 71°30'22" E for a distance of 291.95 feet;

THENCE, **S 21°48'26" E** with the east boundary line of said remnant portion of the 40.00 acre Dean tract, the west boundary line of said 5.291 acre Williamson County, Texas tract and in part with the west boundary line of the remnant portion of the called 68.137 acre tract of land conveyed to Trine Chandler 68, LLC, recorded in Document No. 2018093844 of the Official Public Records of Williamson County, Texas, in part with said south right-of-way line of Chandler Road, passing at a distance of 276.56 feet, a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the southwest corner of said 5.291 acre Williamson County, Texas tract, the most northerly corner of said remnant portion of the 68.137 acre Trine Chandler 68, LLC tract, same being on an angle point in said south right-of-way line of Chandler Road, in all a total distance of **306.25 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 337.86 feet right of Chandler

County: Williamson
Project: Chandler Corridor SH130 to CR101, Segment 1
Tax ID: R020671
Parcel: Dean 9.790 Acre R.O.W. Parcel

Road Engineer's Baseline Station 257+23.75, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an exterior ell corner of said remnant portion of the 40.00 acre Dean tract and an interior ell corner of said remnant portion of the 68.137 acre Trine Chandler 68, LLC tract, bears S 21°48'26" E for a distance of 18.80 feet;

THENCE, **S 68°17'10" W** through the interior of said remnant portion of the 40.00 acre Dean tract, for a distance of **999.93 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the west boundary line of said remnant portion of the 40.00 acre Dean tract and the east boundary line of the called 35.922 acre tract of land (Tract Four) conveyed to Round Rock/SH 130, LLC, recorded in Document No. 2007091504 of the Official Public Records of Williamson County, Texas, being 803.67 feet right of Chandler Road Engineer's Baseline Station 245+22.46, for the southwest corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 35.922 acre Round Rock/SH 130, LLC tract and an angle point on said west boundary line of the remnant portion of the 40.00 acre Dean tract, bears S 21°12'18" E for a distance of 1317.02 feet;

THENCE, **N 21°12'18" W** with said west boundary of the remnant portion of the 40.00 acre Dean tract and said east boundary line of the 35.922 acre Round Rock/SH 130, LLC tract for a distance of **442.29 feet** to a calculated point on the northwest corner of said remnant portion of the 40.00 acre Dean tract and the southwest corner of the southerly remnant portion of the called 48.33 acre tract of land conveyed to Daryl R. Neans, recorded in Document No. 2003117175 of the Official Public Records of Williamson County, Texas, being 367.98 feet right of Chandler Road Engineer's Baseline Station 244+19.48, for the northwest corner hereof, from which an iron rod found with cap marked "Bryan Technical", bears S 31°47'32" W for a distance of 6.73 feet;


THENCE, **N 68°30'19" E** with the north boundary line of said remnant portion of the 40.00 acre Dean tract and the south boundary line said southerly remnant portion of the 48.33 acre Neans tract, for a distance of **792.13 feet** to an iron rod found with cap marked "Coalter" monumenting an angle point in said north boundary line of the remnant portion of the 40.00 acre Dean tract, the southeast corner of said southerly remnant portion of the 48.33 acre Neans tract, the west corner of said 0.30 acre Williamson County, Texas tract and an angle point of the south boundary line of the called 4.84 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006066451 of the Official Public Records of Williamson County, Texas, same being on a point in the curving south right-of-way line of Chandler Road, being 100.23 feet right of Chandler Road Engineer's Baseline Station 252+55.82, for an angle point hereof;

County: Williamson
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THENCE, with the north boundary line of said remnant portion of the 40.00 acre Dean tract and the south boundary line of said 0.30 acre Williamson County, Texas tract, same being with said curving south right-of-way line of Chandler Road, with a curve to the right, an arc length of **243.12 feet**, said curve having a radius of **2200.00 feet**, a delta angle of **6°19'55"** and a chord which bears **S 78°31'58" E** for a distance of **243.00 feet** to the **POINT OF BEGINNING** hereof and containing 9.790 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012 per Chandler Road Project.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



July 12, 2022

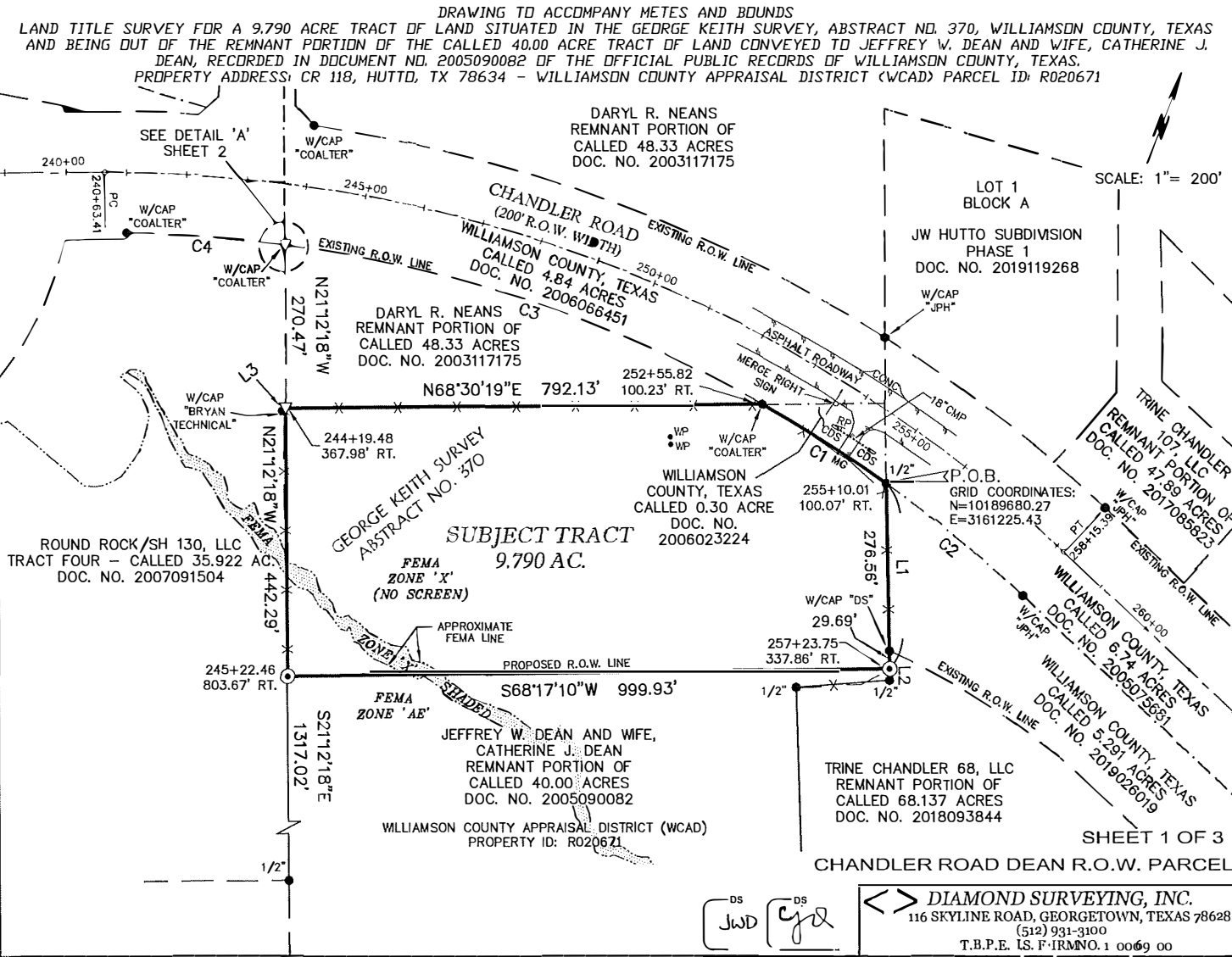
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



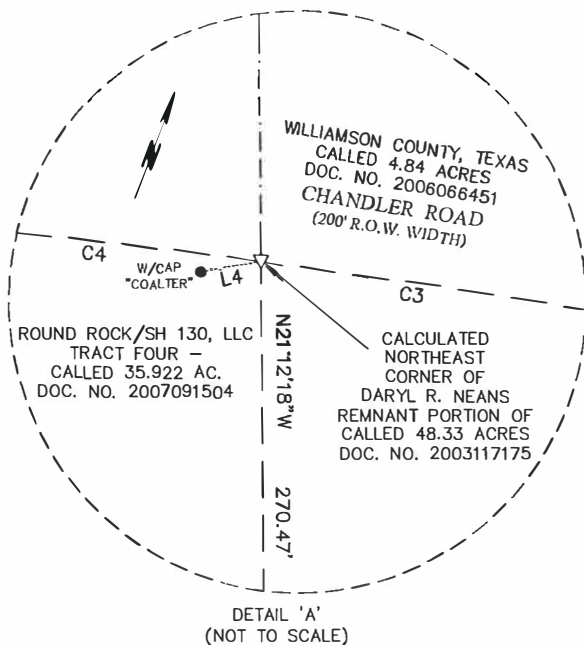
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DRAWING TO ACCOMPANY METES AND BOUNDS
LAND TITLE SURVEY FOR A 9.790 ACRE TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS
AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 40.00 ACRE TRACT OF LAND CONVEYED TO JEFFREY W. DEAN AND WIFE, CATHERINE J.
DEAN, RECORDED IN DOCUMENT NO. 2005090082 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 118, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020671



LEGEND

- IRON ROD FOUND
- ⊙ IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- ▽ CALCULATED POINT
- WP 5" WOOD POST
- RP SIGN
- RP REFLECTOR POST
- X — X — WIRE FENCE
- — — — — EDGE OF PAVEMENT
- — — — — RIGHT-OF-WAY DEED LINE
- — — — — APPROXIMATE FEMA LINE
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- CONC CONCRETE
- CDS CONCRETE DRAINAGE STRUCTURE
- MG METAL GATE
- CMP CORRUGATED METAL PIPE
- DS DIAMOND SURVEYING
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°48'26"E	306.25'
L2	S21°48'26"E	18.80'
L3	S31°47'32"W	6.73'
L4	S59°13'49"W	1.03'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2200.00'	243.12'	6°19'55"	S78°31'58"E	243.00'
C2	2200.00'	292.17'	7°36'33"	S71°30'22"E	291.95'
C3	2200.00'	840.85'	21°53'55"	S87°23'14"W	835.74'
C4	2200.00'	264.42'	6°53'12"	S72°59'41"W	264.26'

DS JWD DS cja

SHEET 2 OF 3

CHANDLER ROAD DEAN R.O.W. PARCEL

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3000
T.B.E.S. FIRM NO. 100069 00

DRAWING TO ACCOMPANY METES AND BOUNDS

LAND TITLE SURVEY FOR A 9.790 ACRE TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 40.00 ACRE TRACT OF LAND CONVEYED TO JEFFREY W. DEAN AND WIFE, CATHERINE J. DEAN, RECORDED IN DOCUMENT NO. 2005090082 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 118, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020671

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2200911, which bears an Effective Date May 8, 2022 and an Issued Date of June 8, 2022 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record Volume 919, Page 875, Deed Records, Williamson County, Texas. The subject tract is a part of the 40.00 acre tract of land described in said instrument.

10a. Easement dated June 16, 1928, to Lone Star Gas Co., recorded in Volume 239, Page 8, Deed Records, Williamson County, Texas. No description for the location of easement is contained in said instrument, however the subject tract is a part of the 174-3/4 acre tract of land described in Volume 173, Page 596, Deed Records of Williamson County, Texas, as referenced in said instrument.

10b. Easement dated April 1, 1946, to Texas Power and Light Company, recorded in Volume 339, Page 416, Deed Records, Williamson County, Texas. Is not a part of the subject tract.

10c. An undivided 1/2 interest in all oil, gas and other minerals on, in, under or that may be produced from the subject property as set forth in Warranty Deed recorded in Volume 919, Page 875, Deed Records, Williamson County, Texas. Not a survey matter.

10d. Terms, conditions, and stipulations of that certain Agreement to Purchase Earth Borrow Material recorded under Document No. 2005019113, Official Records, Williamson County, Texas. The subject tract is a part of the 40.00 acre tract of land recorded in Volume 1556, Page 248, Official Records of Williamson County, Texas, as referenced in said instrument.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 7, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281

July 12, 2022
DATE

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012 PER CHANDLER ROAD PROJECT.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ZONE 'X' (SHADED) AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AND ZONE 'AE' SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION (BFE) OR DEPTH, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0505F, WITH A REVISED DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON FEBRUARY 1, 2019. PROPOSED RIGHT-OF-WAY LINE OF CHANDLER ROAD SHOWN HEREON AS PROVIDED BY HNTB ON JUNE 21, 2022.



SHEET 3 OF 3

CHANDLER ROAD DEAN R.O.W. PARCEL

DS
JWD 

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P. E.L.S. FIRM NO. 10006900

EXHIBIT "B"

DEED

Corridor B (Chandler Road)

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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **JEFFREY W. DEAN AND CATHERINE J. DEAN** 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 9.790-acre tract (426,452 square feet) of land situated in the George Keith Survey, Abstract No. 370, Williamson County, Texas and being out of the remnant portion of the called 40.00-acre tract of land conveyed to Jeffrey W. Dean and wife, Catherine J. Dean, recorded in Document No. 2005090082 of the Official Public Records of Williamson County, Texas, as described by metes and bounds and sketch shown as Exhibit "A", attached hereto.

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 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 Chandler Road (Corridor B).

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 page follows]

GRANTOR:

Jeffrey W. Dean

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Notary Public, State of Texas

GRANTOR:

Catherine J. Dean

ACKNOWLEDGMENT

STATE OF TEXAS

22

COUNTY OF _____

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: