

REAL ESTATE CONTRACT
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HARRY A. SPINNER and JUDY A. SPINNER** (referred to in this Contract as "Seller", whether one or more) 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 0.131-acre (5,698 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51**); and

All of that certain 2,998 square foot tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 51A**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A", any improvements on the Property, and any cost to cure or damage to the remaining property of Seller shall be the sum of THIRTY-ONE THOUSAND FIVE HUNDRED THIRTY-NINE and 00/100 Dollars (\$31,539.00).

2.01.1. The Purchase Price for the fee simple Property interests described in Exhibit "B", any improvements on the Property, and any cost to cure or damage to the remaining property of Seller shall be the sum of SEVEN THOUSAND THIRTY-EIGHT and 25/100 Dollars (\$7,038.25).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. 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 knowledge:

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

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

4.02. The Property described in Exhibit "A" 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 Texas National Title Company on or before August 31, 2023, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property 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) Deliver to Purchaser a duly executed and acknowledged Deed without Warranty to Williamson County, Texas for the portion of the Property described in Exhibit "B".

(3) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Deed without Warranty shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(4) 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 permanent interests being conveyed in 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".
- (4) 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 portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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, which directly result from this Contract 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 the Williamson County commissioners' court, 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 August 31, 2023 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 other 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:


Harry A. Spinner

Date: 7-2-23

Address: P.O. Box 464

Liberty Hill, Tx 78642


Judy A. Spinner

Date: 7-2-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

County: Williamson
Parcel : 51 – Harry A. Spinner & Judy A. Spinner
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.131 ACRE (5,698 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 AND THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 4.97 ACRE TRACT OF LAND, BEING LOT 18 BLOCK "D", LIVE OAK RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 191-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A WARRANTY DEED TO HARRY A. SPINNER AND WIFE JUDY A. SPINNER RECORDED IN DOCUMENT NO. 2002007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.131 ACRE (5,698 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 72.77 feet right of Bagdad Road Baseline Station 198+06.25 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,040.46 E=3,060,818.37), in the southerly boundary line of said Lot 18, being the northerly boundary line of Lot 17 of said Live Oak Ranch, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the common boundary line of said Lot 17 and Lot 18, S 67°54'31" W for a distance of 21.89 feet to a 1/2" iron rod found in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of said Lot 17, same being the southwesterly corner of said Lot 18, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said Lot 17, with said existing easterly ROW line, same being the westerly boundary line of said Lot 18, the following (3) three courses:
- 3) N 06°01'46" W for a distance of 174.66 feet to a calculated point, for the beginning of curve to the left;
- 4) With said curve to the left, having a delta angle of 00°16'31", a radius of 1,563.00 feet, an arc length of 7.51 feet and a chord which bears N 05°50'25" W, for a distance of 7.51 feet, to a calculated point of tangency;
- 5) N 02°31'13" W for a distance of 238.09 feet to a 1/2" iron rod found, in said proposed easterly ROW line, being in the southerly boundary line of Lot 3, Saccone Subdivision, a subdivision of record in Cabinet BB, Slide 344-345 of the Plat Records of Williamson County, Texas, same being the northwesterly corner of said Lot 18, for the most northerly corner of the herein described parcel;
- 6) **THENCE**, departing said existing ROW line and said Lot 3, with said proposed easterly ROW line, through the interior of said Lot 18, S 06°55'15" E for a distance of 413.81 feet to the **POINT OF BEGINNING**, containing 0.131 acres (5,698 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 to the best of my knowledge and belief 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.

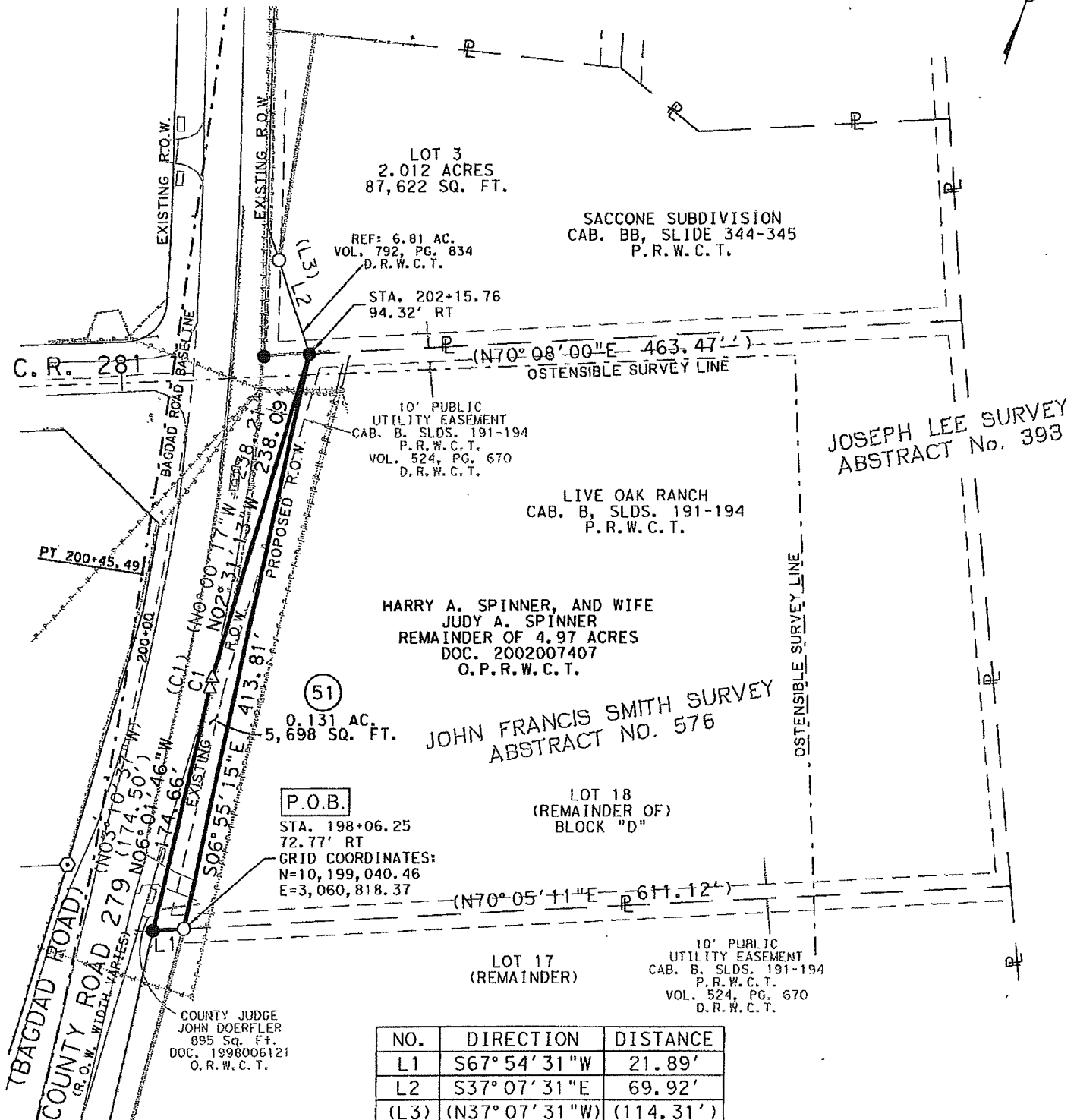
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

1 DEC 2022
Date

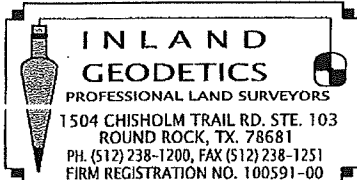


PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 16' 31"	1,563.00'	7.51'	7.51'	N05° 50' 25"W
(C1)		(1,563.00')	(7.41')	(7.41')	(N03° 18' 46" W)



11/27/2022



PARCEL PLAT SHOWING PROPERTY OF
HARRY A. SPINNER, AND WIFE
JUDY A. SPINNER

PARCEL 51
0.131 ACRES
5,698 Sq. Ft.

SCALE
1" = 1

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 2 OF 3

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B. DENOTES COMMON OWNERSHIP
⊙ IRON ROD FOUND W/ALUMINUM CAP	POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
Δ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℓ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	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. T-165847, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 191, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 10 FOOT UTILITY EASEMENT RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE, AS STATED ON THE PLAT OF RECORD IN CABINET B, SLIDE 191, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A POWER LINE TRAVERSING ALONG A PORTION OF THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT AS DESCRIBED IN VOLUME 524, PAGE 670, AFFECTS AS SHOWN, AND VOLUME 743, PAGE 588, FROM ITS DESCRIPTION CAN NOT BE LOCATED, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

6. AN UNRECORDED TELEPHONE/BURIED CABLE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 627, PAGE 722, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 536, PAGE 386 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AFFIDAVIT REGARDING CONTINUOUS USE OF ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2014075798, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2014075799, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. ROAD ASSESSMENT AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

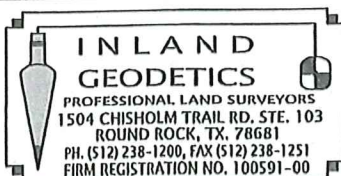
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 1 DEC 2022

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



11/27/2022



PARCEL PLAT SHOWING PROPERTY OF
**HARRY A. SPINNER, AND WIFE
JUDY A. SPINNER**

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 51
0.131 ACRES
5,698 Sq. Ft.

PAGE 3 OF 3

County: Williamson
Parcel: 51A – Harry A. Spinner & Judy A. Spinner
Highway: Bagdad Rd (CR 279)

Page 1 of 3
07-10-2023

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.069 ACRE (2,998 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, AND THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 2,995 SQUARE FEET (TRACT 1) OF LAND DEPICTED AS OUT OF EXISTING RIGHT-OF-WAY OF COUNTY ROAD 279 IN EXHIBIT B OF THE WARRANTY DEED TO COUNTY JUDGE JOHN DOERFLER RECORDED IN DOCUMENT NO. 1998006121, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.069 ACRE (2,998 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found 94.32 feet right of Bagdad Road Baseline Station 202+15.76 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,451.20 E=3,060,768.51), said point being the southerly boundary line Lot 3, SACCONI SUBDIVISION, a subdivision of record in Cabinet BB, Slide 344-345, of the Plat Records of Williamson County, Texas, for the northwesterly corner of Lot 18, Block "D", LIVE OAK RANCH, a subdivision of record in Cabinet B, Slide 191-194, of the Plat Records of Williamson County, Texas, cited in a Warranty Deed to Harry A. Spinner and wife Judy A. Spinner recorded in Document No. 2002007407, of the Official Public Records of Williamson County, Texas, said point being the northeasterly corner of said 2,995 square foot (Tract 1), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, S 02°31'13" E**, departing the proposed easterly ROW line of said Bagdad Road, with the common line of said 2,995 square foot tract and said Lot 18, for a distance of **238.09** feet to a calculated point in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), said point being the southerly corner of said 2,995 square foot (Tract 1), for the southerly corner of the herein described parcel and from which point a 1/2 inch iron rod found, for the northwesterly corner of the remainder of Lot 17 of said LIVE OAK RANCH Subdivision, same point being the southwesterly corner of the remainder of said Lot 18 bears, with said existing easterly ROW line of Bagdad Road, along a curve to the right, having a delta angle of 00°16'31", a radius of 1,563.00 feet, an arc length of 7.51 feet and a chord which bears S 05°50'25" E, for a distance of 7.51 feet, to a calculated point of tangency, and S 06°01'46" E for a distance of 174.66 feet;
- 2) **THENCE**, with the westerly boundary line of said 2,995 square foot tract, with a curve to the left, having a delta angle of **08°25'01"**, a radius of **1,563.00** feet, an arc length of **299.61** feet and a chord which bears **N 10°11'11" W**, for a distance of **229.40** feet, to a 1/2 inch iron rod found for point of non-tangency, said point being the northwesterly corner of said 2,995 acre (Tract 1), for the northwesterly corner of the herein described tract;
- 3) **THENCE, N 68°08'06" E**, with the northerly boundary line of said 2,995 acre (Tract 1), for a distance of **32.43** feet to the **POINT OF BEGINNING**, containing 0.069 acres (2,998 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances hereon are surface values represented in US Survey Feet, based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I do hereby certify that the property described herein was determined by a survey made on the ground under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. No. 4933 from June 2020 to December 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 10th of July, 2023, A.D.

INLAND GEODETICS

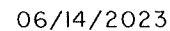
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001



PLAT TO ACCOMPANY PARCEL DESCRIPTION

50' 0' 50' 100'

SCALE 1" = 100'



PARCEL 51A
0.069 ACRES
2,998 Sq. Ft.

PAGE 2 OF 3

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
⊙ IRON ROD FOUND W/ALUMINUM CAP	P.O.B. POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165847, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 191, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 10 FOOT UTILITY EASEMENT RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE, AS STATED ON THE PLAT OF RECORD IN CABINET B, SLIDE 191, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A POWER LINE TRAVERSING ALONG A PORTION OF THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT AS DESCRIBED IN VOLUME 524, PAGE 670, AFFECTS AS SHOWN, AND VOLUME 743, PAGE 588, FROM ITS DESCRIPTION CAN NOT BE LOCATED, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

6. AN UNRECORDED TELEPHONE/BURIED CABLE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 627, PAGE 722, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 536, PAGE 386 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AFFIDAVIT REGARDING CONTINUOUS USE OF ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2014075798, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2014075799, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. ROAD ASSESSMENT AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

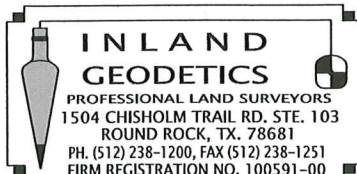
07-10-2023

MIGUEL A. ESCOBAR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



BB-001

06/14/2023



PARCEL PLAT SHOWING PROPERTY OF
**HARRY A. SPINNER, AND WIFE
JUDY A. SPINNER**

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 51A
0.069 ACRES
2,998 Sq. Ft.

PAGE 3 OF 3

Exhibit "C"

Parcel 51

DEED
County Road 279 @ Bagdad Rd. 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 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 **HARRY A. SPINNER and JUDY A. SPINNER**, 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(s) or parcel(s) 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 0.131 acre (5,698 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51**);

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 Grantee's roadway facilities and all related appurtenances.

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 _____, 2023.

[signature pages follow]

GRANTOR:

Harry A. Spinner

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Harry A. Spinner, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

Judy A. Spinner

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Judy A. Spinner 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:

GRANTOR:

Harry A. Spinner

Judy A. Spinner

ACKNOWLEDGMENTS

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Harry A. Spinner, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Judy Spinner, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Exhibit "D"

Deed without Warranty

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2023

Grantor: Harry A. Spinner and Judy A. Spinner

Grantor's Mailing Address:

4072 N Bagdad Road
Leander, Texas 78641

Grantee: Williamson County, Texas

Grantee's Mailing Address:

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

Consideration:

TEN DOLLARS AND NO/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements): All of that certain 0.069 (2,998 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51A**).

Reservations from Conveyance: None.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

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

Prepared in the offices of:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

After recording, please return to:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664