

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **C. DUDLEY HARVEY AND SHARON K. HARVEY** (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 0.216-acre (9,387 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 27**);

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" shall be the sum of **THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY and 00/100 Dollars (\$38,330.00)**.

Payment of Purchase Price

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

2.03. Driveway Construction. As an obligation that shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to County Road 279 upon the Property, it shall cause a driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein. The driveway described herein shall be the same driveway that is described in that certain Driveway/Access Application for Permit dated May 8, 2020, and attached hereto and incorporated herein as Exhibit "C." By execution of this Agreement Seller shall allow Purchaser, its agents, and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period 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 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 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 December 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) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) 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.

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 December 31, 2023, to enter and possess the Property 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:

C. DUDLEY HARVEY

By: C. Dudley Harvey

Name: C. DUDLEY HARVEY

Date: 12/28/23

Address: 231 NEAL DR.

LIBERTY HILL, TX. 78642

SELLER:

SHARON K. HARVEY

By: Sharon K. Harvey

Name: Sharon Harvey

Date: 12-28-23

Address: 231 Neal Dr

Liberty Hill, Tx. 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

County: Williamson
Parcel : 27 - C. Dudley Harvey & Sharon K. Harvey
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.216 ACRE (9,387 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.000 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO C. DUDLEY HARVEY AND SHARON K. HARVEY RECORDED IN DOCUMENT NO. 2018067810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.216 ACRE (9,387 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 98.40 feet left of Bagdad Road Baseline Station 229+43.74 being in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,097.93 E=3,060,080.93), being in the southerly boundary line of the remainder of that called 5.00 acre tract of land described in a Deed to Liberty Chapel A.M.E. Church recorded in Volume 95, Page 230 of the Deed Records of Williamson County, Texas, same being the northerly boundary line of said 6.000 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of the remainder of said 5.00 acre tract, same being the northwesterly corner of said 6.000 acre tract bears S 69°43'30" W at a distance of 841.72 feet;

- 1) THENCE, departing said proposed ROW line, with the common boundary line of the remainder of said 5.00 acre tract, and said 6.000 acre tract, N 69°43'30" E, for a distance of 26.46 feet to a calculated point, in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of that called 0.05 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997033109 of the Official Records of Williamson County, Texas, also being the northeasterly corner of said 6.000 acre tract, for the northeasterly corner of the herein described parcel;
- 2) THENCE, departing the remainder of said 5.00 acre tract, with said existing ROW line, being the easterly boundary line of said 6.000 acre tract, same being the westerly line of said 0.05 acre ROW tract S09°59'17" E, at a distance of 7.22 feet pass a 1/2" iron rod found and continuing for a total distance of 318.94 feet to a 1/2" iron rod found, being the northeasterly corner of that called 4.46 acre tract of land described in a General Warranty Deed to Dudley Harvey and Sharon Harvey recorded in Document No. 2009060696 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 6.000 acre tract, also being the southwesterly corner of said 0.05 acre tract, for the southeasterly corner of the herein described parcel;
- 3) THENCE, departing said existing westerly ROW line, with the common boundary line of said 4.46 acre tract and said 6.000 acre tract, S 69°45'55" W, for a distance of 33.36 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 106.45 feet left of Bagdad Road Baseline Station 226+23.62, in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 4.46 acre tract, same being the southwesterly corner of said 6.000 acre tract bears S 69°45'55" W at a distance of 777.52 feet;
- 4) THENCE, departing said 4.46 acre tract, with said proposed westerly ROW line, through the interior of said 6.000 acre tract, N 08°46'21" W, for a distance of 320.22 feet to the POINT OF BEGINNING, containing 0.216 acres (9,387 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

12 OCT 2022
Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LIBERTY CHAPEL
A.M.E. CHURCH
REMAINDER OF 5.00 ACRES
VOL. 95, PG. 230
D.R.W.C.T.

D. S. CHESSHER,
COUNTY JUDGE
VOL. 63, PG. 537
D.R.W.C.T.

10' PUBLIC UTILITY EASEMENT
VOL. 569, PG. 260
D.R.W.C.T.

P.O.B.
STA. 229+43.74
98.40' LT
GRID COORDINATES:
N=10,202,097.93
E=3,060,080.93

(N71° 58' 16" E 143.96')
S69° 43' 30" W 841.72'
(N72° 17' 50" E 725.57')

C. DUDLEY HARVEY
& SHARON K. HARVEY
6.000 ACRES
DOC. 2018067810
O.P.R.W.C.T.

0.216 AC.
9,387 SQ. FT.

JOSEPH LEE SURVEY
ABSTRACT NO. 393

(S72° 05' 29" W 810.84')
S69° 45' 55" W 777.52'

10' PUBLIC UTILITY EASEMENT
VOL. 569, PG. 260
D.R.W.C.T.

STA. 226+23.62
106.45' LT

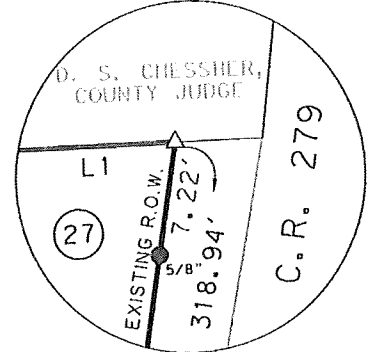
DUDLEY HARVEY & SHARON HARVEY
4.46 ACRES
DOC. 2009060696
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N69° 43' 30" E	26.46'
L2	S69° 45' 55" W	33.36'

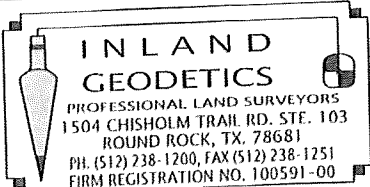
320.22'
PROPOSED R.O.W.
(S07° 25' 29" E 318.94')
N08° 46' 21" W
S09° 59' 17" E 318.94'
COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.
BAGDAD ROAD BASELINE

COUNTY JUDGE
JOHN DOERFLER
0.65 ACRES
DOC. 1997033109
O.R.W.C.T.

DETAIL
N.T.S.



10/10/2022



PARCEL PLAT SHOWING PROPERTY OF

C. DUDLEY HARVEY
& SHARON K. HARVEY

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 27
0.216 ACRES
9,387 Sq. Ft.

PAGE 2 OF 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊗ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	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-165833, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 02, 2022, ISSUE DATE AUGUST 11, 2022".

(10)2. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, RESTRICTIONS EXPIRE JANUARY 2000.

3. A 10 FOOT WIDE UTILITY EASEMENT ALONG THE LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 56 AND VOLUME 569, PAGE 260 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

5. AN AERIAL UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NOS. 2016043895, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-54 IN DOCUMENT NO. 2005066228 AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

9. 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, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEED OF RECORD IN DOCUMENT NO. 9733109 OF THE OFFICIAL 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.

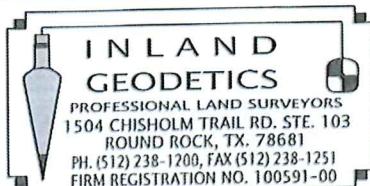
M. Stephen Truesdale

12 OCT
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



10/10/2022



PARCEL PLAT SHOWING PROPERTY OF

C. DUDLEY HARVEY
& SHARON K. HARVEY

PARCEL 27
0.216 ACRES
9,387 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

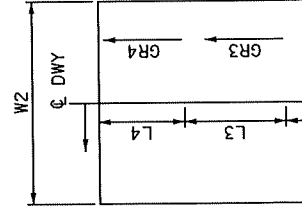
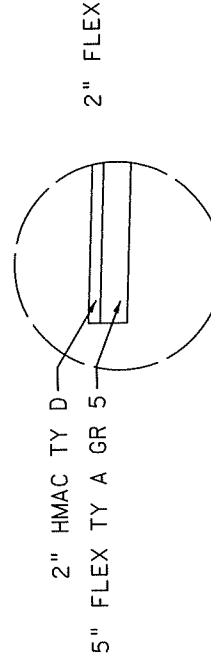
PAGE 3 OF 3

EXHIBIT B

DRIVEWAY DETAILS

DRIVEWAY NUMBER	P&P SHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PVMNT.	PROP WIDTH @ ROADWAY (W1)	PROP WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROP RADIUS (LT)	PROP RADIUS (RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)
1	1 OF 10	198+43.38	RESIDENTIAL	ASPH.	59.43	14.00	915.68	25.00	20.00	78.4	48.22	3.32	43.24	1.66		1.50
2	2 OF 10	205+75.81	RESIDENTIAL	ASPH.	66.26	14.53	805.45	25.00	25.00	75.0	35.23	10.35	14.52			6.52
3	2 OF 10	207+10.68	RESIDENTIAL	ASPH.	65.81	14.00	807.14	25.00	25.00	76.5	35.96	10.28	15.39			5.65
4	3 OF 10	218+78.31	RESIDENTIAL	ASPH.	51.96	14.00	2298.38	15.00	25.00	88.60	69.32	51.06	8.25			5.51
5	3 OF 10	220+87.57	RESIDENTIAL	ASPH.	64.02	14.00	1239.15	25.00	25.00							
6	3 OF 10	222+29.06	RESIDENTIAL	CONC.	64.00	14.00	1200.86	25.00	25.00							
7	3 OF 10	222+65.59	RESIDENTIAL	ASPH.	58.71	14.00	1082.75	15.00	25.00							
7B	3 OF 10	224+56.84	COMMERCIAL	ASPH.	44.00	14.00	934.34	15.00	15.00							
7C	3 OF 10	227+59.95	RESIDENTIAL	CONC.	44.00	14.00	866.80	15.00	15.00							
8	3 OF 10	223+71.23	COMMERCIAL	ASPH.	62.88	14.00	1282.87	25.00	25.00	78.7	70.75	55.40	10.17	4.59	0.59	4.00
9	3 OF 10	224+28.18	COMMERCIAL	CONC.	63.67	16.00	1461.33	25.00	25.00	87.6	74.51	52.90	10.02	6.82	4.77	5.44
10	3 OF 10	225+93.35	COMMERCIAL	ASPH.	64.70	14.00	1288.03	25.00	25.00	81.6	71.87	48.17	10.15	13.55		2.12
11	3 OF 10	227+03.99	COMMERCIAL	CONC.	47.00	18.00	1518.01	25.00	25.00							
12	4 OF 10	229+26.94	COMMERCIAL	ASPH.	69.29	15.00	2660.94	30.00	15.00							
12B	4 OF 10	229+34.69	RESIDENTIAL	ASPH.			568.44									
13	4 OF 10	237+02.42	RESIDENTIAL	ASPH.	64.00	14.00	1061.79	25.00	25.00							
14	4 OF 10	239+18.37	RESIDENTIAL	ASPH.	65.00	14.20	1099.42	25.00	25.00	80.2	58.05	8.12	30.44	19.49		2.00
15	5 OF 10	251+62.27	RESIDENTIAL	CONC.	64.00	14.00	1706.75	25.00	25.00	84.0	100.90	79.38	10.00	11.52	3.55	8.23
16	6 OF 10	256+54.63	RESIDENTIAL	ASPH.	64.00	14.02	1125.78	25.00	25.00							
17	6 OF 10	259+17.80	RESIDENTIAL	ASPH.	64.36	14.08	1188.04	25.00	25.00							
18	7 OF 10	268+64.00	COMMERCIAL	ASPH.	90.00	30.00	2222.00	30.00	30.00							
18A	7 OF 10	264+74.24	RESIDENTIAL	ASPH.	64.00	14.01	1302.87	25.00	25.00							
19	7 OF 10	270+86.64	COMMERCIAL	ASPH.	88.80	30.00	2195.54	30.00	30.00							

* SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS

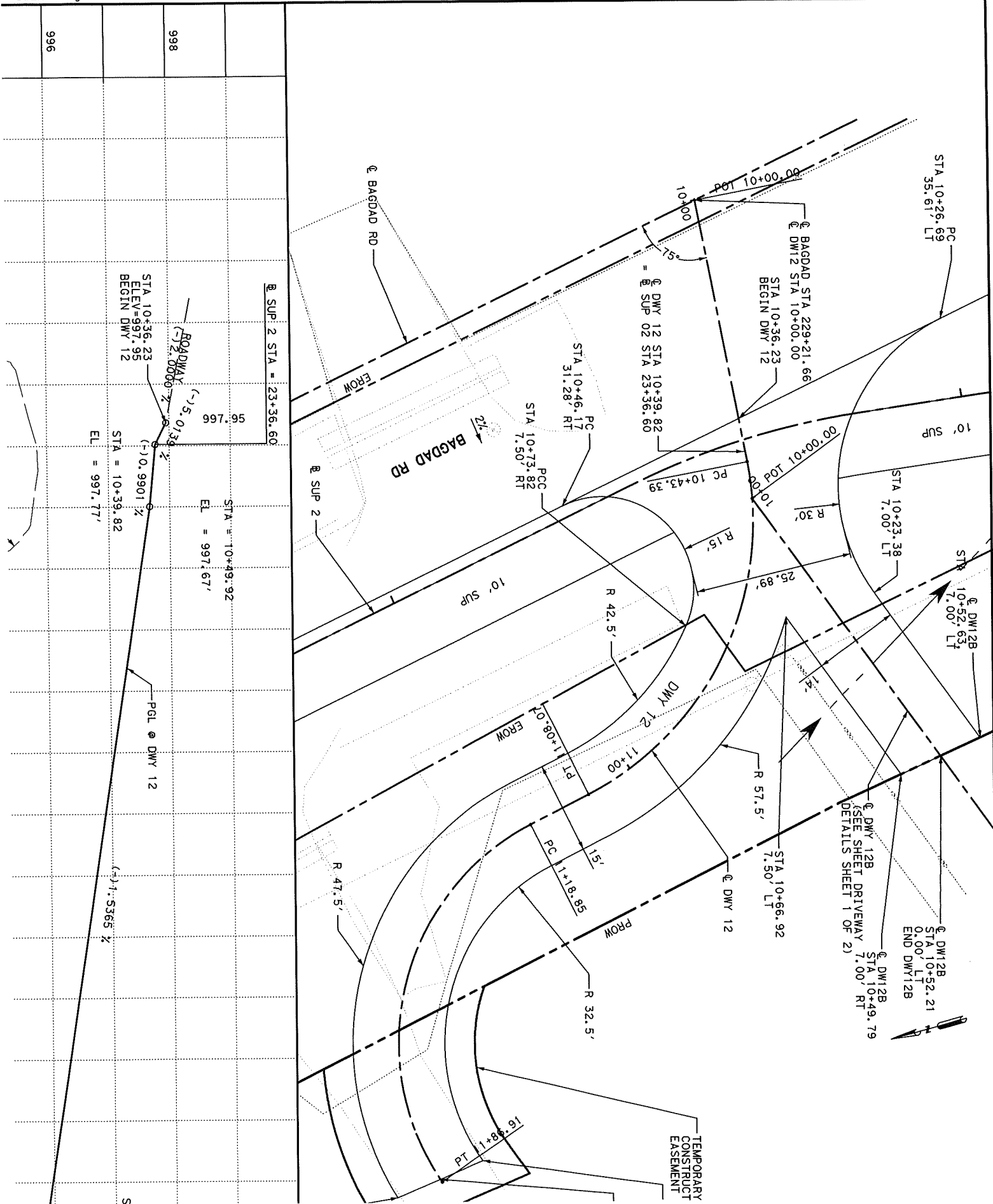


DRIVEWAY PVMT
STRUCTURE - ASPHALT

ROAD

VARIES

L



Work Order #: _____

(WILLIAMSON COUNTY OFFICE USE)

Williamson County
Driveway/Access Application for Permit (Culvert)
(Please Print Clearly)

Name of Applicant: Dudley Harvey Date: 05/08/2020
E-mail: harveyelectric@sbcglobal.net
Mailing Address: PO Box 1297, Leander, TX 78646
Phone: 512-251-2203 / Mbl: 512-576-7812

Physical Address of Property or WCAD Parcel #: 2500 CR 279, Leander, TX 78641

Location of Proposed Driveway on Property:

☒ Location is physically marked (staked, painted, tagged) **OR**

Latitude & Longitude: _____

Comments: Please call Matt 512-576-7812 and he can meet you at the property

Choose one:

- ☐ Current/Future Homeowner or Agricultural Property Owner*
**This option not intended for land investors but as a benefit to Williamson County constituents. Deceitful representation will result in an invalid driveway permit.*
- Williamson County will size and install culvert for minimal fee of \$5.00 per foot
 - Owner is responsible to order, purchase, and deliver culvert to property, and notify Williamson County to schedule installation
 - NOTE: if culvert installation fee is not paid **within 6 months** of application date, application will become null/void

- ☒ Developer/Builder or Commercial/Business Property Owner
- Williamson County will size culvert
 - The Individual is responsible to order, purchase and install culvert
 - The Individual must notify Williamson County for inspection prior to culvert installation

☐ Other _____

Please return completed application to:

Williamson County Engineer's Office

3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626

Telephone: (512) 943-3330 Fax: (512) 943-3335

Email: RoadRequest@wilco.org

WILLIAMSON COUNTY OFFICE USE ONLY:

Work Order #: _____ Opened: ____/____/____ Completed: ____/____/____
Date Date

Foreman: Greg Dean Date: _____

Foreman Comments: 88 FT FROM EXISTING DRIVEWAY

☐ Installation to be completed by Williamson County

☐ Installation to be completed by Applicant

Inspection required prior to culvert installation?

YES (for developer/builder)

Date inspected ____/____/____

Initials: _____

NO (for resident of Williamson County)

Driveway Location Dimensions:

Top Width of Ditch: 9 FT

Bottom Width of Ditch: 5 FT

Approximate Ditch Depth: 3 FT 4 in

ROW Width from edge of pavement: 21 FT

Existing up/downstream Culvert Size: N/A

2 EA Design 2 or 3 up
And DOWN STREAM.

Design Engineer: Russell Williams Date: 6/8/20

Culvert Sizing/Engineer Comments: Install Two Design #2 CUPA
(21" wide x 15" Tall Corrugated Metal Pipe - Arch)

Total Culvert Length (Feet): 22' Min to 70' Max

☒ Culvert Sizing Sent to Applicant/Date: 6 / 8 / 2020 Initials: RTW

Front Desk:

☐ Culvert pipe is on-site/Date: ____/____/____ Initials: _____

☐ Foreman informed of pipe delivery/Date: ____/____/____ Initials: _____

If installation to be completed by Williamson County:

☐ Total Culvert Length (Feet): _____ x \$5.00/foot = \$ _____ to be paid

☐ Cash
☐ Money Order

☐ Check # _____ Amount \$ _____ Receipt # _____

☐ Credit Card

Payment Date: ____/____/____ Initials: _____

EXHIBIT D

Parcel 27

DEED

County Road 279 @ Bagdad Rd. Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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 **C. DUDLEY HARVEY AND SHARON K. HARVEY**, 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 0.216-acre (9,387 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 27);

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 28 day of December, 2023.

[signature pages follow]

GRANTOR:

C. DUDLEY HARVEY

By: C. Dudley Harvey

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of December, 2023 by C. Dudley Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins

Notary Public, State of Texas



GRANTOR:

SHARON K. HARVEY

By: Sharon K. Harvey

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of December, 2023 by Sharon K. Harvey in the capacity and for the purposes and consideration recited therein.



Michelle Higgins
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: