

**REAL ESTATE CONTRACT**  
Hero Way @ RM 2243 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RICHARD CANTU AND SALLY CANTU** (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 0.002-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 208**);

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 **EIGHT HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$884.00)**.

2.01.1 Additional Compensation for the purchase of any improvements on the Property, and for any damage or cost to cure the remaining property of Seller, shall be the sum of **SIX THOUSAND SIX HUNDRED and 00/100 Dollars (\$6,600)**.

**Payment of Purchase Price**

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 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 "B" 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

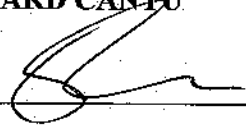
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### 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:**

**RICHARD CANTU**

By: 

Address: 7170 FM 2243  
GEORGETOWN, TX 78628

Name: RICHARD DANTE CANTU

Date: 1/3/2024

**SELLER:**

**SALLY CANTU**

By: 

Address: 7170 FM 2243  
GEORGETOWN, TX 78628

Name: SALLY CANTU

Date: 1/3/2024

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

Date: \_\_\_\_\_



**EXHIBIT A**

**County:** Williamson  
**Parcel:** 208  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 208**

METES & BOUNDS DESCRIPTION FOR A 0.002 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 11.955 ACRE TRACT OF LAND AS CONVEYED TO RICHARD CANTU AND SALLY CANTU BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020025709 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.002 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a TXDOT Type I concrete right-of-way monument found on the curving northwest right-of-way line of FM 2243 (80 feet wide) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, on the southeast line of a called 6.00 acre tract of land described as Tract 1 as conveyed to J&M, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, from which a 3/8-inch iron pipe found at the most southerly corner of said J&M Tract 1, and at the most easterly corner of a called 20.92 acre tract of land as conveyed to LCRA Transmission Services Corporation by General Warranty Deed recorded in Document Number 2016061302 of the Official Public Records of Williamson County, Texas, bears S 34°06'25" W a distance of 147.13 feet; Thence, with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 1, along a curve to the right, pass a 1/2-inch iron rod found at the most easterly corner of said J&M Tract 1, and at the most southerly corner of a called 1.00 acre tract of land described as Tract 2 as conveyed to J&M, LLC by said Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, at an arc distance of 101.08 feet, and continuing on with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 2, for a total arc distance of 287.20 feet, having a radius of 1,185.92 feet, a central angle of 13°52'32" and a chord which bears N 40°56'22" E a distance of 286.50 feet to a 3/8-inch iron pipe found at the most southerly corner of the above described Cantu Tract, and at the most easterly corner of said J&M Tract 2, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract, from which a found 3/4-inch square iron bolt, bears S 04°59'42" W a distance of 0.90 feet;

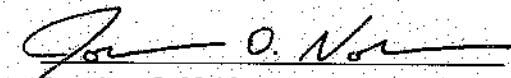
THENCE, with the southwest line of said Cantu Tract and the northeast line of said J&M Tract 2, N 48°30'09" W a distance of 13.70 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,206.59, E: 3,093,246.84) set for the northwest corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 222+61.71, from which a 3/4-inch iron pipe found on the line common to said J&M Tract 2 and said Cantu Tract, bears N 48°30'09" W a distance of 197.22 feet;

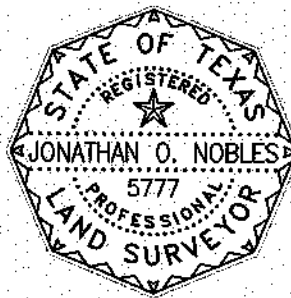
THENCE, over and across said Cantu Tract, S 82°24'01" E a distance of 17.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northwest right-of-way line of said FM 2243 and the southeast line of said Cantu Tract, for the beginning of a non-tangent curve to the left and the northeast corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 222+79.61, from which a 1/2-inch iron rod found at an exterior corner of said Cantu Tract, and at the most easterly corner of a called 2.0000 acre tract of land as conveyed to Daniel T. Saccone by Warranty Deed with Vendor's Lien recorded in Document Number 2017036082 of the Official Public Records of Williamson County, Texas, bears along a curve to the right, an arc distance of 302.25 feet, having a radius of 1,185.92 feet, a central angle of 14°36'10" and a chord which bears S 55°39'51" W a distance of 301.43 feet;

THENCE, with the northwest right-of-way line of said FM 2243 and the southeast line of said Cantu Tract, along said curve to the left, an arc distance of 10.05 feet, having a radius of 1,185.92 feet, a central angle of 00°29'08" and a chord which bears S 48°07'12" W a distance of 10.05 feet to the **POINT OF BEGINNING** and containing 0.002 acre (68 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



09/18/2023

Date

Client: Williamson County  
Date: September 18, 2023  
Project Number: 7473-00

G:\TMC\Projects\County\_Willamson\7473-00\_RM\_2243\05\_Survey\04\_Finola Drawings\7473-00\_P208.Ex1.dwg: 9/18/2023 4:30 PM, Damian Fisher

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

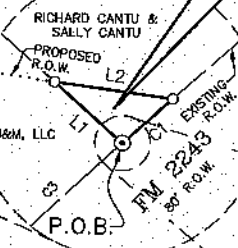
MILTON HICKS  
SURVEY, A-237

RICHARD CANTU &  
SALLY CANTU  
CALLED 11.955 ACRES  
DOC. NO. 2020025709  
O.P.R.W.C.

DANIEL T. SACCONI  
CALLED 2.0000 ACRES  
DOC. NO. 2017036082 O.P.R.W.C.

RICHARD CANTU &  
SALLY CANTU  
CALLED 11.955 ACRES  
DOC. NO. 2020025709  
O.P.R.W.C.

PARCEL 208 0.002 ACRE  
68 SQUARE FEET  
A PORTION OF A CALLED 11.955 ACRES  
RICHARD CANTU AND SALLY CANTU  
DOC. NO. 2020025709 O.P.R.W.C.



DETAIL N.T.S.



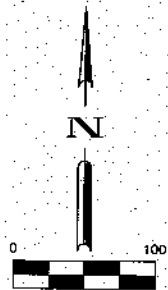
DETAIL N.T.S.



BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106902

PARCEL PLAT  
SHOWING PARCEL 208  
0.002 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

|                   |                     |                     |                 |
|-------------------|---------------------|---------------------|-----------------|
| Scale:<br>1"=100' | Job No.:<br>7473-00 | Date:<br>09/18/2023 | Page:<br>3 of 5 |
|-------------------|---------------------|---------------------|-----------------|



PROPOSED R.O.W.

P.P. W/GUY, LAMP & TRANS.  
J&M, LLC  
CALLED 5.00 ACRES  
(TRACT 1)  
DOC. NO. 2018103155 O.P.R.W.C.

STA 222+81.71  
252.00' LT  
GRID COORDINATES  
N: 10,188,206.59  
E: 3,093,246.84

STA 222+79.61  
252.00' LT

J&M, LLC  
CALLED 1.00 ACRES  
(TRACT 2)  
DOC. NO. 2018103155 O.P.R.W.C.

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.

LCRA TRANSMISSION  
SERVICES CORPORATION  
CALLED 20.92 ACRES  
DOC. NO. 2018061302  
O.P.R.W.C.

# LEGEND

|            |                                                |
|------------|------------------------------------------------|
| B.         | BOLLARD                                        |
| BLDG.      | BUILDING                                       |
| B.O.       | BUILDING OVERHANG                              |
| B.W.F.     | BARBED WIRE FENCE                              |
| CMP.       | CORRUGATED METAL PIPE                          |
| CONC.      | CONCRETE                                       |
| DOC.       | DOCUMENT                                       |
| D.R.W.C.   | DEED RECORDS OF WILLIAMSON COUNTY              |
| E.M.       | ELECTRIC METER                                 |
| ESMT.      | EASEMENT                                       |
| G.P.       | GATE POST                                      |
| H.W.F.     | HOG WIRE FENCE                                 |
| N.T.S.     | NOT TO SCALE                                   |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY   |
| O.P.R.W.C. | OFFICIAL RECORDS OF WILLIAMSON COUNTY          |
| PED.       | PEDESTAL                                       |
| P.O.B.     | POINT OF BEGINNING                             |
| P.O.R.     | POINT OF REFERENCE                             |
| P.P.       | POWER POLE                                     |
| PVC        | POLYVINYL CHLORIDE PIPE                        |
| TEL.       | TELEPHONE                                      |
| TRANS.     | TRANSFORMER                                    |
| U.C.M.     | UNDERGROUND CABLE MARKER                       |
| W.W.       | WATER WELL                                     |
| [ ]        | RECORD INFO FOR DOC. NO. 2018103155 O.P.R.W.C. |
| * * *      | RECORD INFO FOR DOC. NO. 2020025709 O.P.R.W.C. |
|            | RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP       |
|            | DATED MAY 1955 & VOL. 409, PG. 78              |
| ●          | FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)   |
| ⊙          | FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)  |
| ■          | FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT    |
| ⊛          | FOUND 3/4" SQUARE BOLT                         |
| ○          | SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"       |
| —          | WIRE FENCE                                     |
| —          | METAL FENCE                                    |
| —          | OVERHEAD TELEPHONE                             |
| —          | OVERHEAD POWER                                 |
| —          | EDGE OF ASPHALT                                |
| 10.3       | SCHEDULE B ITEM                                |

## LINE TABLE

| NUMBER | BEARING       | DISTANCE |
|--------|---------------|----------|
| L1     | N 48°30'09" W | 13.70'   |
| L2     | S 82°24'01" E | 17.90'   |
| L3     | S 04°59'42" W | 0.90'    |

## CURVE TABLE

| NUMBER | ARC LENGTH | RADIUS    | DELTA     | CHORD BEARING | CHORD DISTANCE |
|--------|------------|-----------|-----------|---------------|----------------|
| C1     | 10.05'     | 1,185.92' | 0°29'08"  | S 48°07'12" W | 10.05'         |
| C2     | 287.20'    | 1,185.92' | 13°52'32" | N 40°56'22" E | 286.50'        |
| C3     | 186.12'    | 1,185.92' | 8°59'32"  | N 43°22'52" E | 185.93'        |
| C4     | 101.08'    | 1,185.92' | 4°53'00"  | N 36°26'36" E | 101.05'        |
| C5     | 302.25'    | 1,185.92' | 14°36'10" | S 55°39'51" W | 301.43'        |

## RECORD CURVE TABLE

| NUMBER | ARC LENGTH | RADIUS     | DELTA      | CHORD BEARING   | CHORD DISTANCE |
|--------|------------|------------|------------|-----------------|----------------|
| *C1*   |            | *1,185.92* |            |                 |                |
| [C1]   |            | [1,185.92] |            |                 |                |
| *C2*   |            | *1,185.92* |            |                 |                |
| [C3]   | [186.25]   | [1,185.91] | [8°59'55"] | [S 45°10'21" W] | [186.06]       |
| [C4]   | [100.97]   | [1,185.91] | [4°52'41"] | [S 38°14'02" W] | [100.94]       |
| *C5*   |            | *1,185.92* |            |                 |                |

|                                                                                                                                                                                                                                                      |          |            |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|--------|
|  <b>BGE, Inc.</b><br>101 West Louis Henna Blvd, Suite 400, Austin, TX 78728<br>Tel: 512-878-0400 • www.bgeinc.com<br>TBPLS Licensed Surveying Firm No. 10108502 |          |            |        |
| <b>PARCEL PLAT</b><br><b>SHOWING PARCEL 208</b><br><b>0.002 ACRE</b><br><b>FM 2243</b><br><b>WILLIAMSON COUNTY, TEXAS</b>                                                                                                                            |          |            |        |
| Scale:                                                                                                                                                                                                                                               | Job No.: | Date:      | Page:  |
| 1"=100'                                                                                                                                                                                                                                              | 7473-00  | 09/18/2023 | 4 of 5 |

G:\TAC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_FinalDrawings\7473-00\_P208\_EX.dwg, 9/18/2023 4:20 PM, Dorian Fisher

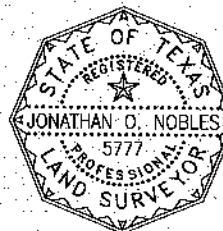
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166318, DATED EFFECTIVE AUGUST 17, 2022 AND ISSUED ON AUGUST 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN VOLUME 804, PAGE 350 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.8. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY (TO INCLUDE BUT NOT LIMITED TO THAT PORTION OF AN ABANDONED ROAD MENTIONED IN VOLUME 528, PAGE 6; VOLUME 590, PAGE 632 AND VOLUME 804, PAGE 342, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.) DOES AFFECT THE SUBJECT TRACT.
- 10.9. CERTIFICATE OF ATTACHMENT TO REAL ESTATE RECORDED IN DOCUMENT NO. 9713670, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/18/2023

*Jonathan O. Nobles*  
JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

|                                                                                                                                                                                                                                               |                     |                     |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|-----------------|
|  BGE, Inc.<br>101 West Louis Henna Blvd, Suite 400, Austin, TX 78728<br>Tel: 512-879-0400 • www.bgeinc.com<br>TBPLS Licensed Surveying Firm No. 10108602 |                     |                     |                 |
| <b>PARCEL PLAT<br/>SHOWING PARCEL 208<br/>0.002 ACRE<br/>FM 2243<br/>WILLIAMSON COUNTY, TEXAS</b>                                                                                                                                             |                     |                     |                 |
| Scale:<br>1"=100'                                                                                                                                                                                                                             | Job No.:<br>7473-00 | Date:<br>09/18/2023 | Page:<br>5 of 5 |

## EXHIBIT B

Parcel 208

### DEED

Hero Way @ RM 2243 Right of Way

THE STATE OF TEXAS

§

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 **RICHARD CANTU AND SALLY CANTU**, 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 0.002-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 208**);

**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 3<sup>rd</sup> day of JANUARY, 2024 2023.

*[signature pages follow]*

**GRANTOR:**

**RICHARD CANTU**

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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§  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas



**GRANTOR:**

**SALLY CANTU**

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ 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:**