

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.1001-acre (4,362 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**) and

Electric Utility Easement (the "Easement") interest only in 0.041 acres (1,788 Square Feet) out of the A.A. Lewis Survey, Abstract No. 384, Williamson County, Texas; the location being more fully shown in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 17E**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described as Tract One not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property shall be the sum of FOURTEEN THOUSAND ONE HUNDRED EIGHTY and 00/100 Dollars (\$14,180.00).

2.01.1 As Additional Compensation the Purchaser shall pay the amount of THREE THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$3,640.00) for the acquisition of any improvements on the Property.

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Two shall be the sum of TWO THOUSAND NINE HUNDRED FIVE and 50/100 Dollars (\$2,905.50).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of the 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

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 current actual knowledge:

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

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

4.02. The Property herein 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 Longhorn Title Company on or before March 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A-1, and a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc., both free and clear of any and all monetary liens, restrictions and leases, 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. The Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the year of Closing relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing but shall otherwise be 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 but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by the 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 for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

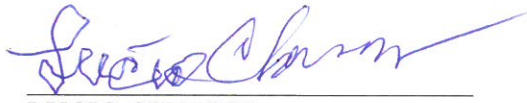
Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed CR 314 improvement construction project of Purchaser, 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:



LUCIO CHAVEZ

Address: 1430 CR 314

Jarrell, TX 76537

Date: 2-10-24



MARIA UGALDE HERNANDEZ

Date: 2-10-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1001 ACRE (4,362 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 1.34 ACRE PART OF LOT 2, SUNRISE MEADOWS, A MAP OF WHICH IS RECORDED IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.34 ACRE TRACT OF LAND CONVEYED TO LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ BY CASH WARRANTY DEED IN DOCUMENT NO. 2018019408, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1001 ACRE (4,362 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found 41.53 feet right of Engineer's baseline station 92+89.23 (Grid Coordinates determined as N=10,263,463.35, E=3,154,697.84), on a westerly boundary line of said 1.34 acre tract of land, same being an easterly line of the remainder of said Lot 2, at its intersection with the south right-of-way (ROW) line of County Road 314 (CR 314), (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, N 68°25'59" E**, with the existing southerly ROW line of said C.R. 314, a distance of **166.09 feet**, to a calculated point in the westerly boundary line of Lot 1 said SUNRISE MEADOWS, same line being the easterly boundary line of said Lot 2, and same line being the easterly boundary line of said 1.34 acre tract of land, for the northeasterly corner of the herein described parcel, from which point a 1/2 inch iron rod found being on the original ROW line of said C.R. 314, same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision for the northwesterly corner of said Lot 1, same point being the northeasterly corner of said Lot 2, and same point being the northeasterly corner of said 1.34 acre tract, bears N 21°28'28" W, a distance of 20.00 feet;
- 2) **THENCE, S 21°28'28" E**, departing said existing southerly ROW line of said C.R. 314, with the common boundary line of said Lot 1, and said 1.34 acre tract, a distance of **25.66 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed southerly ROW of C.R. 314 (ROW varies) 68.00 feet right of Engineer's baseline station 94+55.15, for the southeasterly corner of the herein described parcel;
- 3) **THENCE, S 68°09'14" W**, departing the common boundary line of said Lot 1, and said 1.34 acre tract, over and across said 1.34 acre tract with said proposed southerly ROW line a distance of **174.63 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Engineer's baseline station 92+80.52, in the westerly boundary line of said 1.34 acre tract, same being an easterly line of the remainder of said Lot 2, for the southwest corner of the herein described parcel;

THENCE departing said proposed southerly ROW with the common line of said 1.34 acre tract and said remainder of Lot 2, the following two (2) courses:

- 4) **N 25°59'21" E** a distance of **11.63 feet** to a calculated point for an angle point in the westerly boundary line of the herein described parcel;

County: Williamson
Parcel: 17, Lucio Chavez and Maria Ugalde Hernandez
Highway: County Road 314

12/07/2023
Page 2 of 4

- 5) **N 21°35'21" W** a distance of **18.66 feet** to the **POINT OF BEGINNING**, containing 0.1001 acre (4,362 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

The use of the word *certify* or *certification* on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

I, Miguel A. Escobar, 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 between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

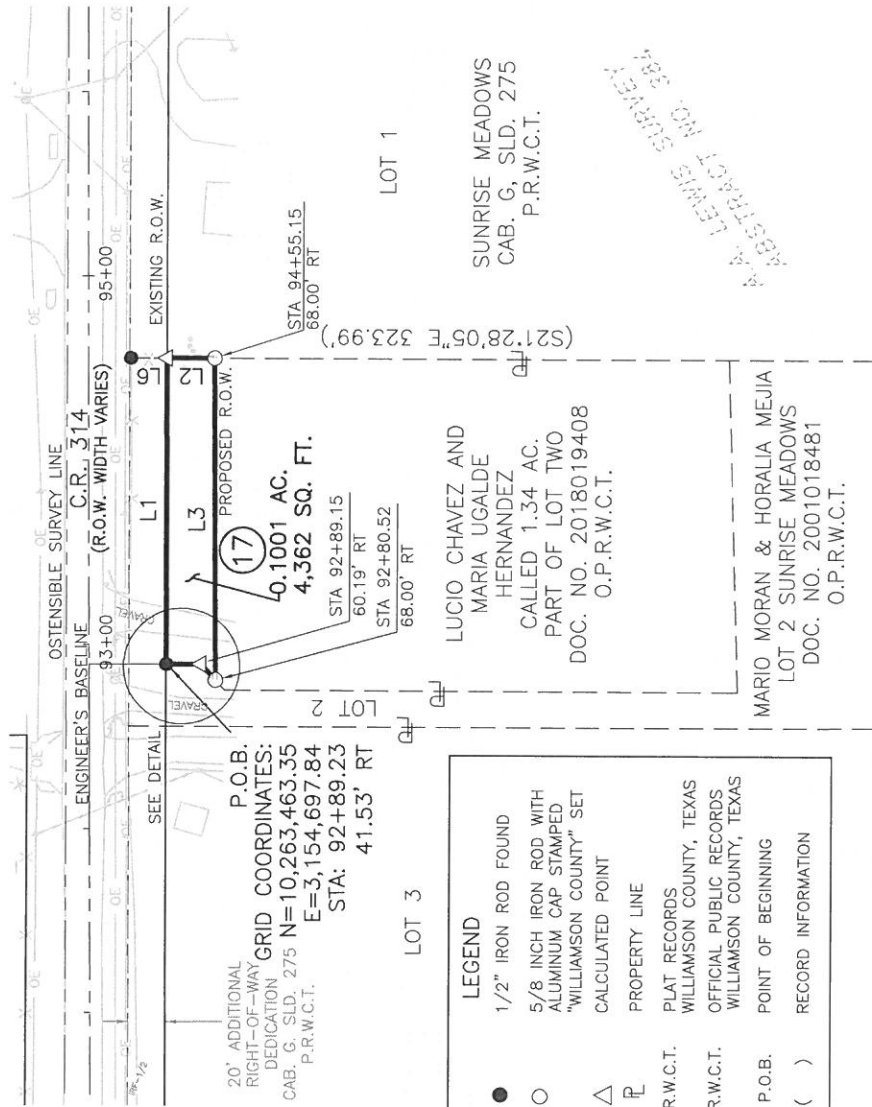
Inland Geomatic



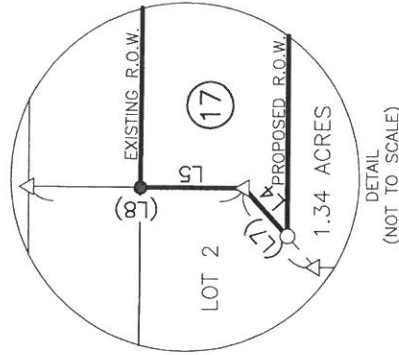
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	N 68°25'59" E	166.09'
L2	S 21°28'28" E	25.66'
L3	S 68°09'14" W	174.63'
L4	N 25°59'21" E	11.63'
L5	N 21°35'21" W	18.66'
L6	N 21°28'28" W	20.00'
(L7)	(N 25°59'21" E)	(19.13')
(L8)	(N 21°24'17" W)	(38.58')



PROJECT NO.: SLAN-001

12/07/2023

PARCEL PLAT SHOWING PROPERTY OF

LUCIO CHAVEZ AND
MARIA UGALDE HERNANDEZ

PARCEL 17
0.1001 AC.
4,362 SQ. FT.

PROJECT
C.R. 314

WILLIAMSON COUNTY

SCALE
1" = 100'

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY , ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2301897, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETICS

Miguel A. Escobar

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

PROJECT NO.: SLAN-001



**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

TEXAS TITLE INSURANCE COMPANY

GF NO GT2301897
SCHEDULE B

RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCHEDULE B, ITEM 10:

10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.

10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)

10d. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10e. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10f. ELECTRIC UTILITY EASEMENT DATED APRIL 2, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10g. (NOT A SURVEY MATTER)

10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10i. RIGHTS OF PARTIES IN POSSESSION.



12/07/2023

PARCEL PLAT SHOWING PROPERTY OF

LUCIO CHAVEZ AND
MARIA UGALDE HERNANDEZ

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 17
0.1001 AC.
4,362 SQ. FT.

PAGE 4 OF 4

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0410 ACRE (1,788 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 1.34 ACRE PART OF LOT 2, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A CASH WARRANTY DEED TO LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ RECORDED IN DOCUMENT NO. 2018019408, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0410 ACRE (1,788 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 92+80.52 (Grid Coordinates determined as N=10,263,435.55 E=3,154,699.61), on the westerly boundary line of said 1.34 acre tract of land, same being the easterly boundary line of the remainder of said Lot 2, in the proposed southerly right-of-way (ROW) line of County Road 314 (CR 314), (variable ROW width), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel from which a 1/2 inch iron rod found being in the existing southerly ROW line of County Road 314 (variable ROW width) same point being in the easterly boundary line of the remainder of said lot 2, same line being the westerly boundary line of said 1.34 acre tract, bears N 25°59'21" E a distance of 11.63 feet, and N 21°35'21" W a distance of 18.66 feet;

- 1) **THENCE, N 68°09'14" E** with said proposed southerly ROW line of C.R. 314, over and across said 1.34 acre tract, a distance of **174.63 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 94+55.15 in the westerly boundary line of Lot 1, said SUNRISE MEADOWS subdivision, same being the easterly boundary line of said 1.34 acres, from which a 1/2 inch iron rod found in the original southerly ROW of C.R. 314 (variable ROW width) bears N 21°28'28" W a distance of 45.24 feet;
- 2) **THENCE, S 21°28'28" E** with the common boundary line of said Lot 1 and said 1.34 acre tract, a distance of **10.00 feet** to a calculated point;
- 3) **THENCE, S 68°09'14" W** over and across said 1.34 acre tract, a distance of **180.16 feet** to a calculated point in the common boundary line of said remainder of Lot 2 and said 1.34 acre tract;

THENCE with said common line of the remainder of Lot 2, and the 1.34 acre tract, the following two (2) courses:

- 4) **N 21°24'17" W** a distance of **4.97 feet** to a calculated point;
- 5) **N 25°59'21" E** a distance of **7.50 feet** to the **POINT OF BEGINNING**, having an area of 0.0410 acres (1,788 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

County: Williamson
Parcel: 17E, Lucio Chavez and Maria Ugalde Hernandez
Highway: County Road 314

01/18/2024
Page 2 of 4

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

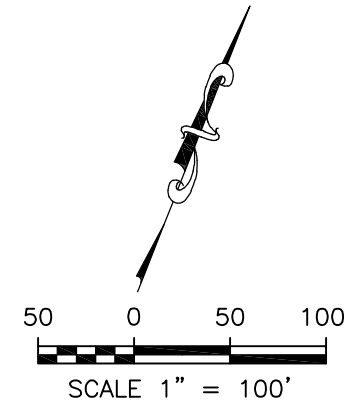
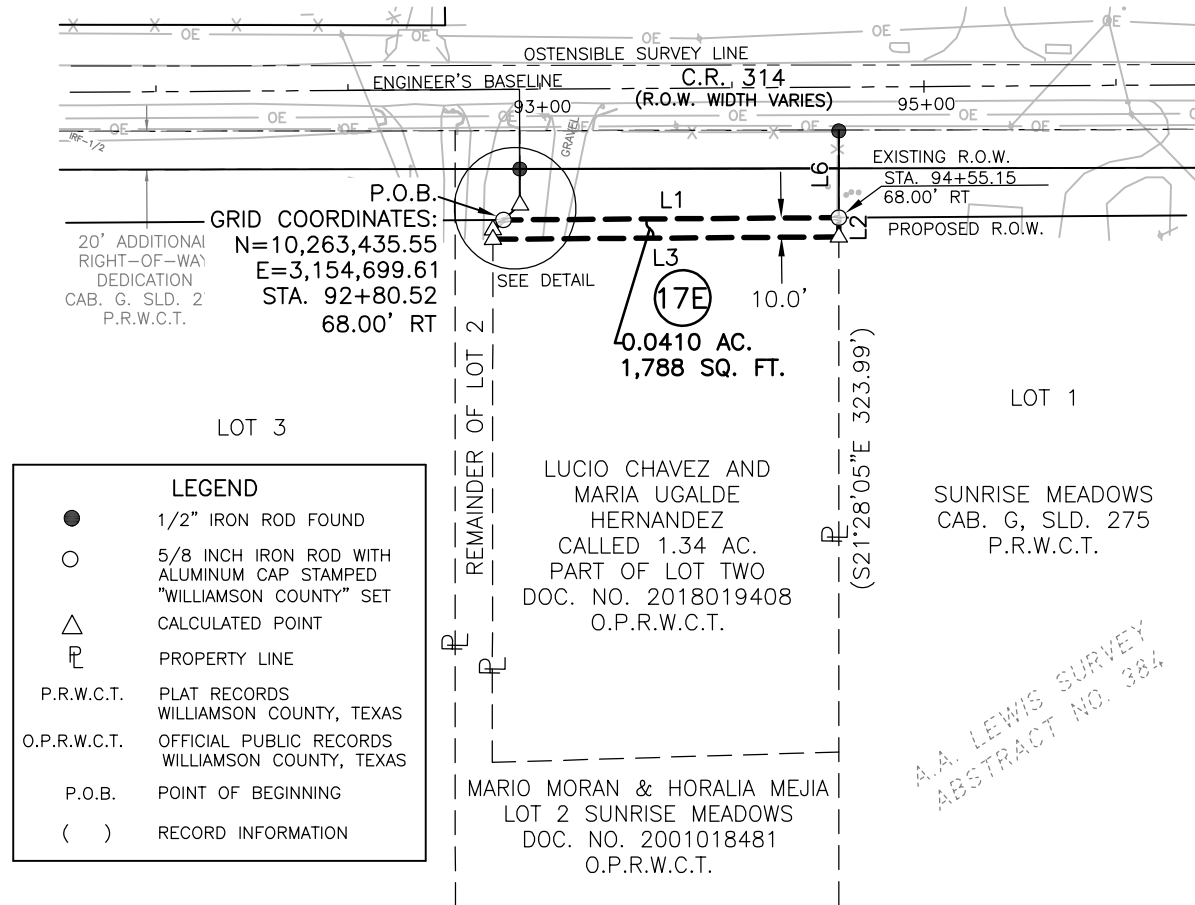
Inland Geodetics



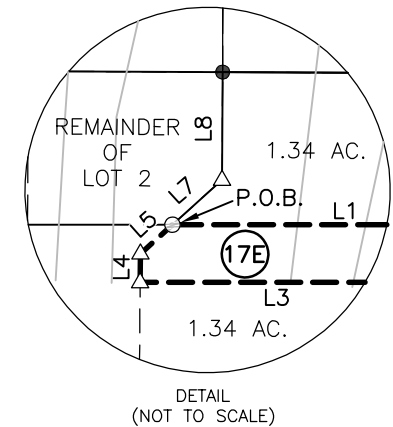
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	N 68°09'14" E	174.63'
L2	S 21°28'28" E	10.00'
L3	S 68°09'14" W	180.16'
L4	N 21°24'17" W	4.97'
L5	N 25°59'21" E	7.50'
L6	N 21°28'28" W	45.24'
L7	N 25°59'21" E	11.63'
L8	N 21°35'21" W	18.66'



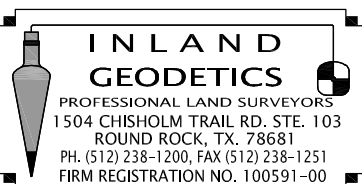
PROJECT NO.: SLAN-001

01/18/2024

PARCEL PLAT SHOWING PROPERTY OF

LUCIO CHAVEZ AND
MARIA UGALDE HERNANDEZ

PARCEL 17E
0.0410
1,788 SQ. FT.



SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.
- 7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY , ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2301897, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS NO. 4933.

INLAND GEODETICS

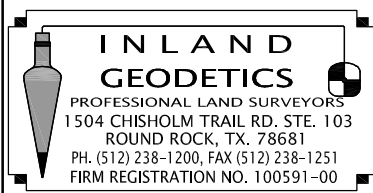
MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100
PROJECT NO.: SLAN-001



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.
- 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
- 10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10d. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10e. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10f. ELECTRIC UTILITY EASEMENT DATED APRIL 2, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10g. (NOT A SURVEY MATTER)
- 10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10i. RIGHTS OF PARTIES IN POSSESSION.

01/18/2024



PARCEL PLAT SHOWING PROPERTY OF

LUCIO CHAVEZ AND
MARIA UGALDE HERNANDEZ

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 17E
0.0410
1,788 SQ. FT.

PAGE 4 OF 4

Exhibit "B"

Parcel 17

DEED

County Road 314 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 **LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ**, 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 0.1001-acre (4,362 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**)

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 _____, 2024.

[signature page follows]

GRANTOR:

LUCIO CHAVEZ

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **LUCIO CHAVEZ** in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

MARIA UGALDE HERNANDEZ

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **MARIA UGALDE HERNANDEZ** 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:

Exhibit "C"

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to the Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

GRANTOR:

LUCIO CHAVEZ

MARIA UGALDE HERNANDEZ

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,
by LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ, the person(s) named as Grantor(s) on the
first page of this document.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

AFTER RECORDING RETURN TO:

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT