

REAL ESTATE CONTRACT

CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **RAYMOND TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST** (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 of land described as follows:

All of that certain 0.063-acre (2,741 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

together with all and singular the rights and appurtenances pertaining to the property (the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of THREE THOUSAND EIGHT HUNDRED FORTY and 00/100 Dollars (\$3,840.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing, and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of EIGHTEEN THOUSAND THREE HUNDRED SIXTY and 00/100 Dollars (\$18,360.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 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 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. As an obligation that shall survive the closing of this transaction, Seller and Purchaser shall file an Agreed Motion to Dismiss in the form attached hereto as Exhibit "B" to dismiss that certain lawsuit styled *Williamson County, Texas v. Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust*, in Cause No. 24-1078-CC4, filed in the Fourth County at Law, Williamson County, Texas. Thereafter, each party agrees to pay their own fees and costs.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 15, 2024, 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 "C" attached hereto and incorporated herein.

(2) 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 Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then-current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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, escrow fees, and survey to be paid by Purchaser.
- (2) Easement, 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 party incurring same 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 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 September 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 313 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.

[signature page follows]

SELLER(S):

By: RB [Signature] NOV 14 00

Raymond James Trust, N.A. Corporate Trustee

of the Alexander Warden Self-Settled Special Needs Trust

Its: Vice President

Date: 8/15/24

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 No.: 4
Tax ID: R395143
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.063 ACRE (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.063 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268800.04, E=3160412.04) monumenting the most southerly southwest corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the southeast corner of the called 5.28 acre tract of land conveyed to Brandi Ritchie and John Fredrick Schimanski Jr, wife and husband, recorded in Document No. 2020121288 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°23'13" W** with the lower west boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the east boundary line of said 5.28 acre Ritchie and Schimanski tract, for a distance of **49.89 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 5.28 acre Ritchie and Schimanski tract and an interior ell corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, bears **N 21°23'13" W** for a distance of 385.94 feet;

THENCE, **N 67°45'23" E** through the interior of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **54.91 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the lower west boundary line of the called 12.99 acre tract of land conveyed to Saul Marentes, Maria Del Refugio Marentes and Javier Marentes Rocha, recorded in Document No. 2021183362 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the

County: Williamson
Parcel No.: 4
Tax ID: R395143
County Road: 313 East of County Road 332 Jarrell

Alexander Warden Self-Settled Special Needs Trust tract and an interior ell corner of said 12.99 acre Marentes tract, bears N 21°23'32" W for a distance of 878.70 feet;

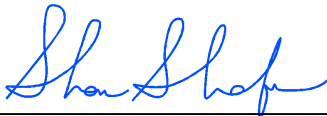
THENCE, **S 21°23'32" E** with said east boundary line of the 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and said lower west boundary line of the 12.99 acre Marentes tract, for a distance of **49.96 feet** to a 1/2" iron rod found monumenting the southeast corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, and the most southerly southwest corner of said 12.99 acre Marentes tract, same being on said north right-of-way line of County Road 313, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 12.99 acre Marentes tract and the southwest corner of Tract A C.R. 313 ROW as shown on the Final Plat of Schwertner Ranch Phase I, a subdivision recorded in Document No. 2020086940 of the Official Public Records of Williamson County, Texas, same being on an angle point in said north right-of-way line of County Road 313, bears N 67°43'28" E for a distance of 54.94 feet;

THENCE, **S 67°49'34" W** with the south boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and said north right-of-way line of County Road 313, for a distance of **54.91 feet** to the **POINT OF BEGINNING** hereof and containing 0.063 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor of 1.00015. Coordinates shown hereon are grid.

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

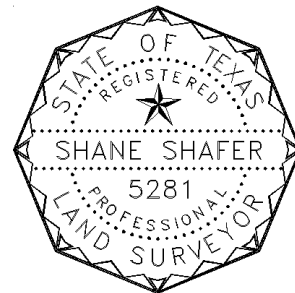
 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



February 7, 2024

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

DATE



Z:\WCRB\2020 WA-7 CR 313 EAST OF CR 332 2023-42\FINAL ROW SURVEYS LTS\PARCEL 4 CR 313 - JAMES FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

CRESCENCIANO ALVARADO
AND MARIA A. CASTILLO
CALLED 5.95 AC.
DOC. NO. 2017071910

SAUL MARENTES,
MARIA DEL REFUGIO MARENTES
AND JAVIER MARENTES ROCHA
CALLED 12.99 AC.
DOC. NO. 2021183362

RAYMOND JAMES TRUST, N.A.,
CORPORATE TRUSTEE OF THE
ALEXANDER WARDEN SELF-SETTLED
SPECIAL NEEDS TRUST
CALLED 6.31 AC.
DOC. NO. 2018023919

A.K.A. TRACT 12
GREEN PASTURES

WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R395143

BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

GRID COORDINATES:
N=10268800.04
E=3160412.04
P.O.B.

COUNTY ROAD 313

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

BLOCK 1
4

W/CAP
'FOREST
RPLS1847"

TRACT A
12.38 AC.

FINAL PLAT
SCHWERTNER RANCH PHASE III
DOC. NO. 2023009438

SCALE: 1" = 60'

FINAL PLAT
SCHWERTNER RANCH
PHASE I
DOC. NO. 2020086940

BLOCK 1
1

TRACT A C.R. 313 ROW
DOC. NO. 2020086940

1/2" LEANING

MIDAS LANE
(50' R.O.W.)

COUNTY ROAD 313

ASPHALT ROADWAY

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

CR 313 PARCEL 4 SHEET 1 OF 4

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

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
● YALGO	IRON ROD FOUND WITH CAP MARKED "YALGO RPLS 6200"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
● PP	POWER POLE
—	DOWN GUY
■ EM	ELECTRIC METER
■ GMT	ELECTRIC GATE MOTOR
● BB	BROADBAND BOX
● TPED	TELEPHONE PEDESTAL
● WV	WATER VALVE
■ WM	WATER METER
● ICV	IRRIGATION CONTROL VALVE
● WMET	WATER METER LARGE METAL RIM
● UMH	UNKNOWN MANHOLE
● 2VP	2" VENT PIPE
● 2PVC	2" PVC RISER
■ MB	MAIL BOX
■ SMB	STONE MAIL BOX
— S1	SIGN
— X — X —	WIRE FENCE (WF)
— — — — —	PRECAST CONCRETE FENCE (PCF)
— — — — —	EDGE OF PAVEMENT
— OU — OU —	OVERHEAD UTILITY LINE
— — — — —	RIGHT-OF-WAY DEDICATION LINE
— — — — —	EXISTING RIGHT-OF-WAY LINE
— — — — —	EASEMENT LINE
— — — — —	ADJOINING BOUNDARY LINES
— — — — —	SUBDIVISION LOT LINES
— — — — —	SUBJECT TRACT BOUNDARY
— • — • — • — • — • — • —	METAL FENCE (MF)
— " — " — " —	WOOD FENCE (WDF)
MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
FE	FENCE EASEMENT
UE	UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

- (E1) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
10' WIDE RIGHT OF WAY EASEMENT
VOL. 586, PG. 288
- (E2) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
15' WIDE RIGHT OF WAY EASEMENT
VOL. 601, PG. 272
- (E3) LONE STAR REGIONAL WATER
AUTHORITY AND SONTERRA
MUNICIPAL UTILITY DISTRICT
WATER LINE EASEMENT
CALLED 1.925 AC.
DOC. NO. 2020089500
- (E4) 15' UTILITY EASEMENT
DOC. NO. 2003113438
- (E5) 10' UTILITY EASEMENT
DOC. NO. 2003113438

SETBACK INFORMATION

- (SB1) 150' COUNTY ROAD
BUILDING SETBACK
DOC. NO. 2003113438

SIGN LEGEND

S1 = STOP
S4 = CALL MUNICIPAL UTILITY

LINE TABLE

LINE	BEARING	DISTANCE
L1	N21°23'13"W	49.89'
L2	N67°45'23"E	54.91'
L3	S21°23'32"E	49.96'
L4	S67°49'34"W	54.91'
L5	N67°43'28"E	54.94'

CR 313 PARCEL 4 SHEET 2 OF 4



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402427, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record: Document No. 2003113438, Official Public Records, Williamson County, Texas and Document No. 2005084004, Official Public Records, Williamson County, Texas. The Subject Tract is a.k.a Tract 12 Green Pastures described in Document No. 199958972, Official Public Records of Williamson County, Texas, referenced in said Document Nos. 2003113438 and 2005084004. The setbacks and easements affecting the Subject Tract are shown hereon.

10a. Oil, Gas and Mineral Lease dated April 4, 1980 between B. F. Goode and Claudia E. Good, as Lessor and M. L. McGinnis, as Lessee, recorded in Volume 811, page 638, Deed Records of Williamson County, Texas. Not a survey matter

10b. Mineral reservation as shown in deed from Claudia Evelyn Goode, Byron F. Goode and Susan E. Kautzer to Roger L. Vogt and Dona A. Vogt, dated December 11, 1992 and recorded in Volume 2230, page 724, Official Records of Williamson County, Texas. Not a survey matter.

10c. Electric Utility Easement and Covenant of Access dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

10d. Electric Utility Easement to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016042, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 6.31 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility." No electric utilities were observed on the Subject Tract.

CR 313 PARCEL 4 SHEET 3 OF 4



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

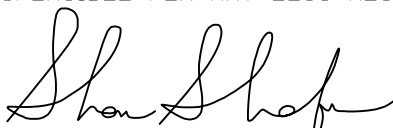
2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

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

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 6, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.




SHANE SHAFER, R.P.L.S. NO. 5281
FEBRUARY 7, 2024
DATE

CR 313 PARCEL 4 SHEET 4 OF 4
<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "B"

CAUSE NO. 24-1078-CC4

WILLIAMSON COUNTY, TEXAS	§ IN THE COUNTY COURT
Condemnor	§
	§
V.	§ AT LAW NO. FOUR
	§
RAYMOND JAMES TRUST, N.A.,	§
CORPORATE TRUSTEE OF THE	§
ALEXANDER WARDEN SELF-SETTLED	§
SPECIAL NEEDS TRUST	§
Condemnee	§ WILLIAMSON COUNTY, TEXAS

AGREED MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Williamson County, Texas, hereinafter referred to as “Plaintiff”, and files this Agreed Motion to Dismiss and would respectfully show the following:

I.

This lawsuit was filed on or about July 24, 2024, wherein Plaintiff sought to condemn Defendant property to construct a certain roadway, drainage, and related appurtenances function to provide mobility and traffic improvements for the traveling public along County Road 313.

II.

The Plaintiff and Defendant have reached a voluntary agreement to sell the property interests desired in this case, and the acquisition of the property sought to be condemned has closed through a separate real estate sales transaction for the transfer of this property in recorded Document No. _____ of the Official Public Records of Williamson County, Texas, making the continuation of this proceeding unnecessary.

Because this is an Agreed Motion to Dismiss, the parties also desire to waive and dismiss any right, claim, or action that may exist, if any, for the recovery of expenses of

any kind pursuant to the provisions of the Property Code, Section 21.019, due to the dismissal of this condemnation proceeding.

PRAYER

Therefore, Plaintiff requests that this cause be dismissed without prejudice against refiling same and for such other and further relief, in law or in equity that the parties may show themselves to be entitled.

Respectfully submitted,

SHEETS & CROSSFIELD, PLLC
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877

By: _____
Adam H. Hill
State Bar No. 24115847
Attorneys for Williamson County, Texas

AGREED:

Raymond James Trust, N.A.,
Corporate Trustee of the
Alexander Warden Self-Settled
Special Needs Trust

CAUSE NO. 24-1078-CC4

WILLIAMSON COUNTY, TEXAS	§ IN THE COUNTY COURT
Condemnor	§
	§
V.	§ AT LAW NO. FOUR
	§
RAYMOND JAMES TRUST, N.A.,	§
CORPORATE TRUSTEE OF THE	§
ALEXANDER WARDEN SELF-SETTLED	§
SPECIAL NEEDS TRUST	§
Condemnee	§ WILLIAMSON COUNTY, TEXAS

ORDER GRANTING AGREED MOTION TO DISMISS

CAME ON to be heard this ____ day of _____, 2024, Plaintiff's Agreed Motion to Dismiss. After review of the pleadings and the Motion the Court is of the opinion that the Motion to Dismiss should be granted.

It is therefore, **ORDERED, ADJUDGED, AND DECREED** that Plaintiff's claims against Defendant, Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, are **DISMISSED**.

SIGNED this _____ day of _____, 2024.

Judge, County Court at Law Four
Williamson County, Texas

EXHIBIT "C"

Parcel 4

DEED

County Road 313 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 **RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST** 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 0.063-acre (2,741 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

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 County Road 313 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 August, 2024.

[signature page follows]

**RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER
WARDEN SELF-SETTLED SPECIAL NEEDS TRUST**