

REAL ESTATE CONTRACT

CR 110N Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLES W. ASHBY AND PAULA L. ASHBY** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.1333-acre (5,809 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 7**)

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 portion of the Property described in Exhibit "A" shall be the sum of FORTY-THREE THOUSAND FIVE HUNDRED SIXTY-SEVEN and 50/100 Dollars (\$43,567.50).

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 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

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 the 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 November 30, 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," 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 and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple 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 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.

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 November 30, 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 110N 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 pages follow]

SELLER:

Charles W. Ashby
CHARLES W. ASHBY

Address: PO Box 617
Jarrell, TX 76537

Date: 11/6/2024

Paula L. Ashby
PAULA L. ASHBY

Date: 11/6/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

County: Williamson
Parcel: 7 - Ashby
Highway: Patriot Way

08/13/2024
Page 1 of 6

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1333 ACRE (5,809 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO CHARLES W. ASHBY AND PAULA L. ASHBY RECORDED IN DOCUMENT NO. 2008019011 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1333 ACRE (5,809 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found in the ostensible easterly Right-of-Way (ROW) line of County Road (C.R.) 104, being the easterly boundary line of that called 2.067 acre tract of land (a portion of said C.R. 104 abandoned by the City of Georgetown in Ordinance No. 2013-09) described in Quitclaim Deed to Emma L. Lawhon Family Land Partnership (Exhibit A) recorded in Document No. 2013028927, of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of a remainder tract (calculated as being 6.651 acres) of that called 228.90 acre tract of land cited in Warranty Deed to said Emma L. Lawhon Family Land Partnership recorded in Document No. 2006095405, of the Official Public Records of Williamson County, Texas, said 228.90 acre tract described in Volume 433, Page 369, of the Deed Records of Williamson County, Texas, also being in the southerly boundary line of said 1.00 acre tract;

THENCE, North 83°37'00" East, departing said 2.067 acre tract, with the southerly boundary line of said 1.00 acre tract, same being the northerly boundary line of said calculated 6.651 acre remainder tract, for a distance of 419.65 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly ROW line of Patriot Way (variable width ROW), 108.50 feet left of proposed Patriot Way Baseline Station 414+10.79 (Grid Coordinates determined as N=10,198,281.31, E=3,150,140.22, Texas Coordinate System of 1983, Central Zone), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said northerly boundary line of the calculated 6.651 acre remainder tract, through the interior of said 1.00 acre tract, with the non-tangent curving proposed westerly ROW line to the right, having a delta angle of **07°52'48"**, a radius of **783.50 feet**, an arc length of **107.76 feet**, and a chord which bears **North 34°20'51" East**, for a chord distance of **107.67 feet**, to a 5/8

County: Williamson
Parcel: 7 - Ashby
Highway: Patriot Way

08/13/2024
Page 2 of 6

inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 108.50 feet left of Patriot Way Baseline Station 415+03.62 in the northerly boundary line of said 1.00 acre tract, same being in the southerly boundary line of a remainder tract (calculated as being 3.250 acres) of said 228.90 acre tract, for the northwesterly corner of the herein described parcel;

- 2) **THENCE, North 83°37'00" East**, departing said proposed westerly ROW line, with said northerly boundary line of said 1.00 acre tract, same being the southerly boundary line of said calculated 3.250 acre remainder tract, being the northerly line of the herein described parcel, for a distance of **63.34 feet**, to the calculated northeasterly corner of said 1.00 acre tract, same being an angle point in the existing westerly ROW line of said Patriot Way, also being the westerly boundary line of that called 15.23 acre tract of land (Exhibit A) described in Special Warranty Deed to the City of Georgetown (Exhibit A) recorded in Document No. 2010086789, of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ALL COUNTY", being an angle point in said westerly boundary line of the 15.23 acre tract and said westerly ROW line, bears North 83°37'00" East, at a distance of 5.03 feet;
- 3) **THENCE, South 28°56'14" West**, departing said southerly boundary line of the calculated 3.250 acre remainder tract, with the easterly boundary line of said 1.00 acre tract, same being the westerly boundary line of said 15.23 acre tract and the existing westerly ROW line of said Patriot Way, for a distance of **100.00 feet**, to a 1/2 inch iron rod with plastic cap stamped "BGE INC" found, being the called southeasterly corner of said 1.00 acre tract, same being in the northerly boundary line of said calculated 6.651 acre remainder tract, also being an angle point in said existing westerly ROW line of Patriot Way and said 15.23 acre tract, for the southeasterly corner of the herein described parcel;

County: Williamson
Parcel: 7 - Ashby
Highway: Patriot Way

08/13/2024
Page 3 of 6

- 4) **THENCE, South 83°37'00" West**, with the northerly boundary line of said calculated 6.651 acre remainder tract, same being the southerly boundary line of said 1.00 acre tract, for a distance of **75.78 feet** to the **POINT OF BEGINNING**, containing 0.1333 acres (5,809 square feet) of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012

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.

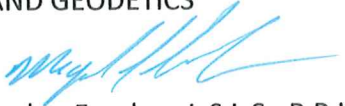
The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

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 during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2



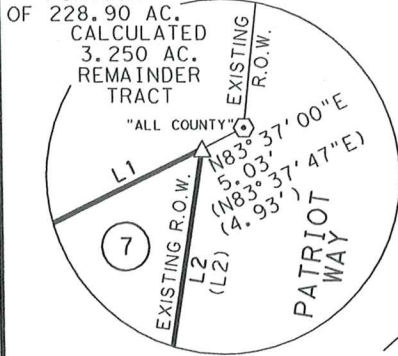
P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 7-ASHBY\WILCO-007.2-PARCEL 7-ASHBY.docx

1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

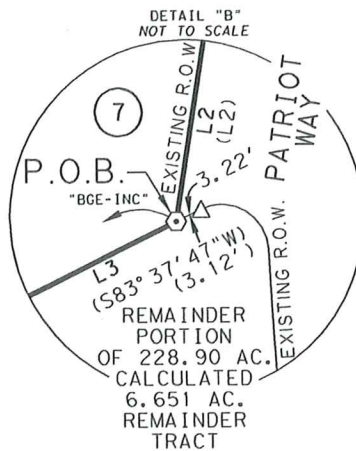


PLAT TO ACCOMPANY PARCEL DESCRIPTION

REMAINDER
PORTION
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



50' 0' 50' 100'
SCALE 1" = 100'

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
CALCULATED 3.250 AC.
REMAINDER PORTION
OF 228.90 AC.
DOC. NO. 2006095405
O.P.R.W.C.T.
(DESCRIBED IN
VOL. 433, PG. 369)
D.R.W.C.T.

CHARLES W. ASHBY &
PAULA L. ASHBY
EXHIBIT A
1.00 ACRES
DOC. NO. 2008019011
O.P.R.W.C.T.

STA. 415+03.62
108.50' LT

0.1333 AC.
5,809 SQ. FT.

P.O.B.
STA. 414+10.79
108.50' LT
GRID COORDINATES:
N=10,198,281.31
E=3,150,140.22

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
CALCULATED 6.651 AC.
REMAINDER PORTION
OF 228.90 AC.
DOC. NO. 2006095405
O.P.R.W.C.T.
(DESCRIBED IN
VOL. 433, PG. 369)
D.R.W.C.T.

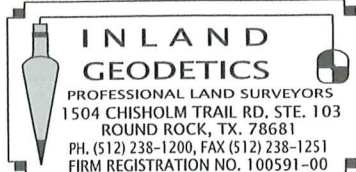
EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
EXHIBIT "A"
2.067 ACRE
DOC. NO. 2013028927
O.P.R.W.C.T.

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT No. 556

NO.	DIRECTION	DISTANCE
L1	N83°37'00"E	63.34'
L2	S28°56'14"W	100.00'
(L2)	(S28°56'27"W)	(100.00')
L3	S83°37'00"W	75.78'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°52'48"	783.50'	107.76'	107.67'	N34°20'51"E

WILCO-007.2
08/13/2024



PARCEL PLAT SHOWING PROPERTY OF

CHARLES W. ASHBY &
PAULA L. ASHBY

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

SCALE
1" = 100'



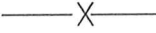
PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

PAGE 4 OF 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

▲	60D NAIL FOUND		LINE BREAK
○	5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.C.	POINT OF COMMENCING
●	1/2" IRON ROD FOUND	()	RECORD INFORMATION
✱	FENCE POST FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
			WIRE FENCE

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402710
SCHEDULE B

IOa. NOT A SURVEY MATTER

IOb. EASEMENT DATED JUNE 5, 1940, EXECUTED BY JOE ROGAN AND WIFE, HANNAH ROGAN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 512, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

IOc. RIGHT OF WAY EASEMENT DATED JUNE 21, 1972, EXECUTED BY EDWIN LAWHON AND EMMA LAWHON TO JONAH WATER SUPPLY CORP, RECORDED IN VOLUME 563, PAGE 589, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

IOd. NOT A SURVEY MATTER

IOe. NOT A SURVEY MATTER

IOf. EASEMENT AND RIGHT-OF-WAY DATED APRIL 15, 1982, EXECUTED EMMA L. LAWHON AND EDWIN L. LAWHON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 887, PAGE 173, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

IOg. NOT A SURVEY MATTER

IOh. WASTEWATER EASEMENT DATED JULY 20, 2023, EXECUTED BY CHARLES W. ASHBY AND PAULA L. ASHBY TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084869, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN)

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

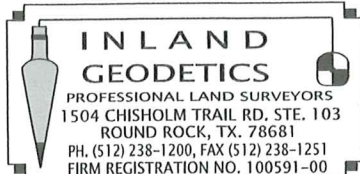
IOj. RIGHTS OF PARTIES IN POSSESSION.

IOk. NOT A SURVEY MATTER

IOl. NOT A SURVEY MATTER

IOm. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

WILCO-007.2
08/13/2024



PARCEL PLAT SHOWING PROPERTY OF

**CHARLES W. ASHBY &
PAULA L. ASHBY**

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

SCALE
1" = 100'

PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

PAGE 5 OF 6

EXHIBIT " "


PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.
2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402710, EFFECTIVE APRIL 16, 2024, ISSUED APRIL 24, 2024. 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.
3. 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.
4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 4849IC0505F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.
5. 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.
6. ALL REFERENCES TO RECORD DATA (RECORD=**) INDICATE INFORMATION AS CITED IN 2008019011, O.P.R.W.C.T.
7. 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.

CALCULATED	ACQUISITION	REMAINING
1.00 AC 43,560 SQ FT	0.1333 AC 5,809 SQ FT	0.8428 AC 36,711 SQ FT

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

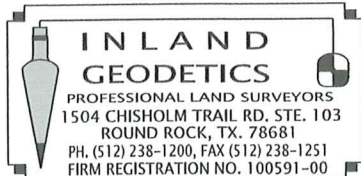


08/13/2024

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



WILCO-007.2
08/13/2024



PARCEL PLAT SHOWING PROPERTY OF

**CHARLES W. ASHBY &
PAULA L. ASHBY**

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

SCALE
1" = 100'

PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

PAGE 6 OF 6

EXHIBIT 'B'

Parcel 7

DEED

County Road 110N 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 **CHARLES W. ASHBY AND PAULA L. ASHBY**, 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 0.1333-acre (5,809 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (Parcel 7)

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:

CHARLES W. ASHBY

PAULA L. ASHBY

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2024 by CHARLES W. ASHBY and PAULA L. ASHBY 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: