

## **REAL ESTATE CONTRACT**

E. Wilco Highway Segment 5 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELLIOT K. GEBBIA** (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 0.0528-acre (2,301 square foot) tract of land, out of and situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being a portion of Lot 2, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 95**);

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**

#### **Purchase Price**

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO THOUSAND THREE HUNDRED ONE and 00/100 Dollars (\$2,301.00).

2.01.1. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of THREE THOUSAND ONE HUNDRED THIRTY and 00/100 Dollars (\$3,130.00)

#### **Payment of Purchase Price**

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

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### **Conditions to Purchaser's Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

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

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

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

### **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

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

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

### Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the

Title Company, Purchaser, its agents and contractors shall be permitted at any time after March April 15, 2025 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 roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**



Elliott K. Gebbia

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Williamson County

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

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

## EXHIBIT "A"

County: Williamson  
Highway: East Wilco Highway  
Limits: From U.S. 79 to C.R. 127

Page 1 of 5  
December 20, 2024  
Parcel No.: 95

### PROPERTY DESCRIPTION FOR PARCEL 95

DESCRIPTION OF A 0.0528 ACRE (2,301 SQ. FT.) PARCEL OF LAND LOCATED IN THE SILAS PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, RICHFIELD ESTATES, RECORDED IN CABINET H, SLIDE 314, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO ELLIOT K. GEBBIA, RECORDED NOVEMBER 2, 2012, IN DOCUMENT NO. 2012091711, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.0528 ACRE (2,301 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found 176.74 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 334+75.13 on the existing east right-of-way line of C.R. 101, a variable width right-of-way, no record information found, for the northwest corner of a called 1.0 acre tract, described in a deed to Lone Star Gas Company, recorded in Volume 473, Page 265, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

**THENCE**, South 21°29'21" East, with the existing east right-of-way line of said C.R. 101, a distance of 413.40 feet to a 1/2-inch iron rod found on the existing east right-of-way line of C.R. 101, for the southwest corner of a remainder of a called 57.66 acre tract, described in a deed to Kenneth C. Kotrla and Donna M. Kotrla, recorded in Document No. 2013012639 O.P.R.W.C.TX., same being the northwest corner of Lot 1, of said Richfield Estates subdivision, described in a deed to Kenneth C. Kotrla and Donna M. Kotrla, recorded in Document No. 1996051983, Official Records of Williamson County, Texas (O.R.W.C.TX.);

**THENCE**, North 68°18'55" East, departing the existing east right-of-way line of said C.R. 101, with the proposed east right-of-way line of East Wilco Highway, same being the common line of said Lot 1 and said remainder of a called 57.66 acre tract, a distance of 8.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 185.00 feet right of East Wilco Highway E.C.S. 330+61.75;

**THENCE**, South 21°30'11" East, departing the common line of said Lot 1 and said remainder of a called 57.66 acre tract, with the proposed east right-of-way line of East Wilco Highway, over and across said Lot 1, a distance of 271.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,201,284.73, E=3,184,564.47) 185.00 feet right of East Wilco Highway E.C.S. 327+90.13 on the common line of said Lot 1 and said Lot 2, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

- 1) **THENCE, South 21°30'11" East**, departing the northern common line of said Lot 1 and said Lot 2, continuing with the proposed east right-of-way line of East Wilco Highway over and across said Lot 2, a distance of **272.17 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of East Wilco Highway E.C.S. 325+17.95 on the common line of said Lot 2, and of Lot 3, of said Richfield Estates subdivision, described in a deed to Jeffrey Gregory and Rebecca Gregory, recorded in Document No. 2020088536, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;
- 2) **THENCE, South 68°23'09" West**, departing the proposed east right-of-way line of East Wilco Highway, with the common line of said Lot 2 and said Lot 3, a distance of **8.49 feet** to an iron rod found with an aluminum cap stamped "RPLS 5025" on the existing east right-of-way line of said C.R. 101, for the northwest corner of said Lot 3, same being the southwest corner of said Lot 2 and the parcel described herein;



EXHIBIT "A"

County: Williamson  
Highway: East Wilco Highway  
Limits: From U.S. 79 to C.R. 127

Page 2 of 5  
December 20, 2024  
Parcel No.: 95

- 3) **THENCE, North 21°29'21" West**, departing the common line of said Lot 2 and said Lot 3, with the existing east right-of-way line of said C.R. 101, a distance of **272.17 feet** to a 1/2-inch iron rod found, for the southwest corner of said Lot 1, same being the northwest corner of said Lot 2 and the parcel described herein;
- 4) **THENCE, North 68°23'09" East**, departing the existing east right-of-way line of said C.R. 101, with the common line of said Lot 1 and said Lot 2, a distance of **8.42 feet** to the **POINT OF BEGINNING**, and containing 0.0528 acres (2,301 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

\*\*Unable to set at the time of survey. 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Scott C. Brashear, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300



*Scott C. Brashear* 12/20/2024

Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 -- State of Texas

EAST WILCO HIGHWAY  
ENGINEER'S CENTERLINE

N21°30'11"W 7,190.97

325+00

330+00

95

0.0528 AC

SILAS PALMER SURVEY,  
SECTION NO. 12,  
ABSTRACT NO. 499

EXISTING R.O.W.  
L2

325+17.95  
185.00' RT

PROPOSED R.O.W.  
15' ROAD WIDENING  
EASEMENT PER PLAT  
CAB. H. SLIDE 314  
P.R.W.C. TX.

EQUIPMENT STATION  
EASEMENT  
DOC. NO. 9900048  
O.R.W.C. TX.

ELLIOT K. GEBBIA  
RECORDED NOVEMBER 2,  
2012  
DOC. NO. 2012091711  
O.P.R.W.C. TX.

LOT 2  
RICHFIELD ESTATES  
CAB. H. SLIDE 314  
P.R.W.C. TX.

150' SANITARY  
ZONE PER PLAT  
CAB. H. SLIDE 314  
P.R.W.C. TX.

APPROXIMATE LOCATION OF  
B" LONE STAR GAS LINE  
PER PLAT  
CAB. H. SLIDE 314  
P.R.W.C. TX.

C.R. 101  
(VARIABLE WIDTH R.O.W.)  
(NO RECORD INFORMATION FOUND)

L4 S21°30'11"E 271.62'  
(N19°00'W 271.44')  
P.O.B.  
327+99.13  
185.00' RT  
N=10,201,284.73  
E=3,184,564.47

KENNETH C. KOTRLA AND  
DONNA M. KOTRLA  
DOC. NO. 1996051983  
O.R.W.C. TX.

LOT 1  
RICHFIELD ESTATES  
CAB. H. SLIDE 314  
P.R.W.C. TX.

(N19°W 2535.6') 334+75.13  
S21°29'21"E 413.40'  
P.O.C.  
176.74' RT

N68°18'55"E  
8.36'

LONE STAR GAS COMPANY  
CALLED IAC  
VOL. 473, PG. 265  
D.R.W.C. TX.

KENNETH C. KOTRLA AND  
DONNA M. KOTRLA  
REMAINDER OF A  
CALLED 57.86 AC.  
DOC. NO. 2013012639  
O.P.R.W.C. TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°30'11"E	272.17'
L2	S68°23'09"W	8.49'
L3	N21°29'21"W	272.17'
(L3)	(N19°00'W)	(272.13')
L4	N68°23'09"E	8.42'



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel\_95\00\Parcel\_95.dgn

EXISTING \*5.661 AC. ACQUIRE 0.0528 AC. REMAINING 5.6082 AC. RIGHT

**SAI**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX: (512) 326-3029  
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
ELLIOT K. GEBBIA  
PARCEL 95  
0.0528 AC. (2,301 SQ. FT.)

PAGE 3 OF 5  
REF. FIELD NOTE NO. 51088

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT2403131, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.)

A. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 20, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, BUT IS OF A "BLANKET" NATURE, THEREFORE IS NOT SHOWN ON THE PLAT)

B. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 21, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, BUT IS OF A "BLANKET" NATURE, THEREFORE IS NOT SHOWN ON THE PLAT)

C. EASEMENT DATED DECEMBER 2, 1940, EXECUTED BY EMMA PREUSSE TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLACE, MAY AFFECT THE SUBJECT PARCEL)

D. EASEMENT DATED SEPTEMBER 29, 1964, EXECUTED BY HERMAN PREUSSE AND DORA PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 476, PAGE 232, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON THE PLAT)

E. AFFIDAVIT TO THE PUBLIC DATED JUNE 1, 2000, EXECUTED BY CORLISS R. HASS, RECORDED UNDER DOCUMENT NO. 2000034773, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

F. AFFIDAVIT TO THE PUBLIC DATED JUNE 14, 2000, EXECUTED BY CORLISS R. HASS, RECORDED UNDER DOCUMENT NO. 2000038207, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

G. EASEMENT FOR EQUIPMENT STATION DATED AUGUST 13, 1998, EXECUTED BY CORLISS R. HASS TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED UNDER DOCUMENT NO. 9900048, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

H. SANITARY ZONE AS SHOWN ON PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT SUBJECT PARCEL, AS SHOWN ON THE PLAT)

I. A 15' ROAD WIDENING EASEMENT ALONG COUNTY ROAD 101, AS PER PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

J. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (NOT SURVEY RELATED)

K. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED. (NOT SURVEY RELATED)

L. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY) (NOT SURVEY RELATED)

M. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY) (NOT SURVEY RELATED)

N. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY) (NOT SURVEY RELATED)

PAGE 4 OF 5  
REF. FIELD NOTE NO. 51088

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel\_95\00\Parcel\_95.dgn

EXISTING	*5.661 AC.	ACQUIRE	0.0528 AC.	REMAINING	5.6082 AC. RIGHT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
ELLIOT K. GEBBIA  
PARCEL 95  
0.0528 AC. (2,301 SQ. FT.)

# LEGEND

- 5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- ⊕ MAG NAIL WITH SHINER STAMPED "SAM LLC"
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 5/8" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON PIPE FOUND (UNLESS NOTED)
- ⊙ COTTON SPINDLE FOUND
- ⊕ MAG NAIL FOUND (UNLESS NOTED)
- ✕ "X" SCRIBED IN CONCRETE FOUND
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.TX. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPERTY LINE
- ABSTRACT/SURVEY LINE
- EASEMENT LINE
- EXISTING RIGHT-OF-WAY
- PARCEL LIMITS

## NOTES

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, OF NO. GT2403131, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
    - AREA CALCULATED BY SAM, LLC.
    - UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.
- I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel\_95\00\Parcel\_95.dgn

EXISTING	*5.661 AC.	ACQUIRE	0.0528 AC.	REMAINING	5.6082 AC. RIGHT
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SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

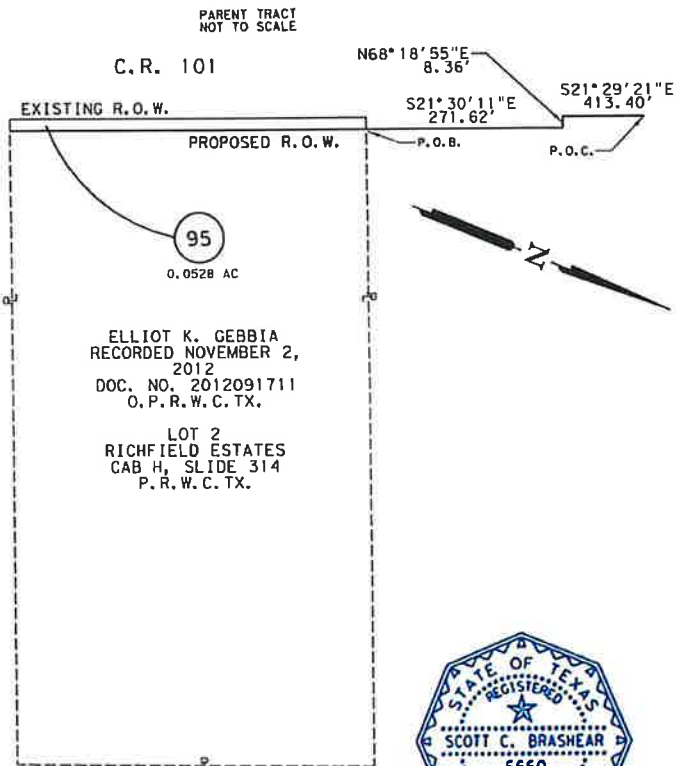
12/20/2024

DATE

**SAM**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
ELLIOT K. GEBBIA  
PARCEL 95  
0.0528 AC. (2,301 SQ. FT.)



PAGE 5 OF 5  
REF. FIELD NOTE NO. 51088

Exhibit "B"

Parcel 95

**DEED**

E. Wilco Highway 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 **ELIOTT K. GEBBIA,,** 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 or parcel 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 0.0528-acre (2,301 square foot) tract of land, out of and situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being a portion of Lot 2, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 95**);

**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 E. Wilco Highway.

**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 \_\_\_\_\_, 202\_\_.

*[signature page follows]*

**GRANTORS:**

\_\_\_\_\_  
Elliott K. Gebbia

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.L.L.C.  
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:**

Sheets & Crossfield, P.L.L.C.  
309 East Main  
Round Rock, Texas 78664