

**REAL ESTATE CONTRACT**

E. Wilco Highway – Segment 6

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **BERNARD RAY WALTERS AND LANA JEAN WALTERS** (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:

Fee simple interest in and to all of that certain 5.2510-acre (228,732 square foot) tract of land, out of and situated in the I. & G. N. Railroad Company Survey, Section No. 152, Abstract No. 762, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A” attached hereto and incorporated herein (**Parcel 111**);

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 described in Exhibit A shall be the sum of TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE and 00/100 Dollars (\$207,749.00).

2.02. The Purchase Price for the improvements located within the portion of the Property described in Exhibit “A” shall be the sum of TWO THOUSAND FIVE HUNDRED FIFTY-TWO AND 00/100 Dollars (\$2,552).

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 October 31, 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, or the completion of the erosion control construction obligation in Section (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 portion of the Property described in Exhibit A, and, all 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.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(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 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) Special Warranty 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 as incurred.

**ARTICLE VI  
BREACH BY SELLER**

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

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

8.10. This Contract shall be effective as of the date it is approved by 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 before October 31, 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.

*[signature page follows]*

**SELLER:**

By: Bernard Ray Walters  
Bernard Ray Walters

Date: 10-3-2025  
POWER OF ATTORNEY

By: Bernard Ray Walters  
Lana Jean Walters

Date: 10-3-2025

Address: 507 THORNTON LN

GEORGETOWN, TEXAS 78628

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Steven Snell  
County Judge

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

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

## EXHIBIT "A"

County: Williamson  
Highway: East Wilco Highway  
Limits: From C.R. 127 to C.R. 327

Page 1 of 6  
August 29, 2025  
Parcel No.: 111

### PROPERTY DESCRIPTION FOR PARCEL 111

DESCRIPTION OF A 5.2510 ACRE (228,732 SQ. FT.) PARCEL OF LAND LOCATED IN THE I. & G. N. RAILROAD COMPANY SURVEY, SECTION NO. 152, ABSTRACT NO. 762, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 9.128 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BERNARD R. WALTERS AND LANA JEAN WALTERS, RECORDED DECEMBER 6, 1983, IN VOLUME 955, PAGE 232, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), AND A PORTION OF A CALLED 20.0 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BERNARD RAY WALTERS AND LANA JEAN WALTERS, RECORDED SEPTEMBER 9, 1977, IN VOLUME 682, PAGE 288, D.R.W.C.TX., BEING FURTHER DESCRIBED AS TRACT 3 IN DOCUMENT NO. 2024019751, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 5.2510 ACRE (228,732 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 1/2-inch iron rod found 301.73 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 133+28.37 on the south line of a remainder of a called 166.90 acre tract, described in a deed to Glen Christianson and Judy Christianson, recorded in Document No. 9717159, O.P.R.W.C.TX., same being the northwest corner of said 20.0 acre tract, and the northeast corner of a remainder of a called 20.04 acre tract of land, described as Tract II in a deed to Dustin and Samantha Davidson Revocable Trust, recorded in Document No. 2021003991, O.P.R.W.C.TX.;

**THENCE**, South 21°30'17" East, with the common line of said 20.0 acre tract and said remainder of a called 20.04 acre tract, a distance of 624.42 feet to a 5/8-inch iron rod (Surface Coordinates: N=10,228,101.00, E=3,175,340.92) found 210.09 feet right of East Wilco Highway E.C.S. 127+10.72 on the proposed east right-of-way line of East Wilco Highway, for the **POINT OF BEGINNING** and the northeast corner of the parcel described herein;

- 1) **THENCE, South 21°30'17" East**, departing the common line of said remainder of a called 20.04 acre tract and said 20.0 acre tract, with the proposed east right-of-way line of East Wilco Highway and the common line of said 9.128 acre tract and said 20.0 acre tract, a distance of **239.10 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 175.00 feet right of East Wilco Highway E.C.S. 124+74.20, for an angle point of the parcel described;
- 2) **THENCE, South 29°56'39" East**, departing the common line of said 9.128 acre tract and said 20.0 acre tract, continuing with the proposed east right-of-way line of said East Wilco Highway, over and across said 20.0 acre tract, a distance of **395.87 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 175.00 feet right of East Wilco Highway E.C.S. 120+78.33 on the north line of Tract Four, described in a deed to Amy Beth Southworth, recorded in Document No. 2014090149, O.P.R.W.C.TX., being further described as a called 15.22 acre tract of land or Tract C, recorded in Document No. 2003027416, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;
- 3) **THENCE, South 68°29'32" West**, departing the proposed east right-of-way line of said East Wilco Highway, with the common line of said Tract C and said 9.128 acre tract, passing at a distance of 186.71 feet a calculated point, for the northeast corner of Tract Four, described in a deed to Amy Beth Southworth, recorded in Document No. 2014090149, O.P.R.W.C.TX., being further described as a called 15.22 acre tract of land or Tract B, recorded in Document No. 2003027416, O.P.R.W.C.TX., and continuing with the common line of said Tract B and said 9.128 acre tract, for a **total distance of 366.60 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\*187.63 feet left of East Wilco Highway E.C.S. 121+32.12 on the proposed west right-of-way line, for the southwest

**EXHIBIT "A"**

County: Williamson  
Highway: East Wilco Highway  
Limits: From C.R. 127 to C.R. 327

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August 29, 2025  
Parcel No.: 111

corner of the parcel described herein, said point being the beginning of a curve to the left;

**THENCE**, departing the common line of said Tract B and said 9.128 acre tract, with the proposed west right-of-way line of said East Wilco Highway, over and across said 9.128 acre tract, the following two (2) courses and distances numbered 4-5:

- 4) With said curve to the left, an arc distance of 223.93 feet, through a central angle of 01°53'22", having a radius of 6,790.00 feet, and a chord that bears North 26°42'36" West, a distance of 223.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 175.00 feet left of East Wilco Highway E.C.S. 123+55.68, and
- 5) **North 29°56'39" West**, a distance of **412.41 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 175.00 feet left of East Wilco Highway E.C.S. 127+68.09 on the common line of said remainder of a called 20.04 acre tract and said 9.128 acre tract, for the northwest corner of the parcel described herein;

**INTENTIONALLY LEFT BLANK**

**EXHIBIT "A"**

County: Williamson  
Highway: East Wilco Highway  
Limits: From C.R. 127 to C.R. 327

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August 29, 2025  
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- 6) **THENCE, North 68°31'46" East**, departing the proposed west right-of-way line of said East Wilco Highway, with the common line of said remainder of a called 20.04 acre tract and said 9.128 acre tract, passing at a distance of 353.86 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set\*\* 175.00 feet right of East Wilco Highway E.C.S. 127+15.94 on the proposed east right-of-way line of said East Wilco Highway, and continuing for a total distance of 389.34 feet to the **POINT OF BEGINNING**, and containing 5.2510 acres (228,732 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  
COUNTY OF TRAVIS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

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* 8/29/2025  
\_\_\_\_\_  
Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

I. & G. N. RAILROAD  
COMPANY SURVEY -  
SECTION NO. 152,  
ABSTRACT NO. 762

SUZIE MARTENS DOTSON  
RECORDED MAY 15, 2017  
DOC. NO. 2017043205  
O. P. R. W. C. TX.

AMY BETH SOUTHWORTH  
TRACT FOUR  
DOC. NO. 2014090149  
O. P. R. W. C. TX.

FURTHER DESCRIBED  
TRACT B  
CALLED 15.22 AC.  
DOC. NO. 2003027416  
O. P. R. W. C. TX.

BERNARD R. WALTERS  
AND LANA JEAN WALTERS  
CALLED 9.128 AC.  
RECORDED DECEMBER 6, 1983  
VOL. 955, PG. 232  
D. R. W. C. TX.

EAST WILCO HIGHWAY  
ENGINEER'S CENTERLINE  
N29° 56' 38.7" W 1,888.20'

AMY BETH SOUTHWORTH  
TRACT FOUR  
DOC. NO. 2014090149  
O. P. R. W. C. TX.

FURTHER DESCRIBED  
TRACT C  
CALLED 15.22 AC.  
DOC. NO. 2003027416  
O. P. R. W. C. TX.

DUSTIN AND SAMANTHA  
DAVIDSON REVOCABLE TRUST  
TRACT II  
REMAINDER OF A CALLED  
20.04 AC.  
DOC. NO. 2021003991  
O. P. R. W. C. TX.

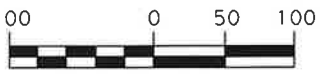
GLEN CHRISTIANSON AND  
JUDY CHRISTIANSON  
CALLED 166.90 AC.  
RECORDED APRIL 21, 1997  
DOC. NO. 9717159  
O. P. R. W. C. TX.

BERNARD RAY WALTERS  
AND LANA JEAN WALTERS  
CALLED 20.0 AC.  
RECORDED SEPTEMBER 9, 1977  
VOL. 682, PG. 288  
D. R. W. C. TX.

FURTHER DESCRIBED AS  
TRACT 3  
CALLED 20.0 AC.  
DOC. NO. 2024019751  
O. P. R. W. C. TX.

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 53' 22"	6,790.00'	223.93'	223.92'	N26° 42' 36" W

ENGINEER'S CENTERLINE  
CURVE DATA  
PI 108+74.57  
Δ 32° 39' 04.6" (LT)  
D 01° 20' 30.6"  
T 1250.71'  
L 2433.36'  
R 4270.00'  
PC 96+23.86  
PT 120+57.22



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

EXISTING	29.128 AC.	ACQUIRE	5.2510 AC.	REMAINING	4.138 AC. LT
				REMAINING	19.739 AC. RT



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  
BERNARD R. WALTERS AND  
LANA JEAN WALTERS  
PARCEL 111  
5.2510 AC. (228,732 SQ. FT.)


SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT2503843, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 7, 2025, AND ISSUED DATE JULY 16, 2025.

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.)

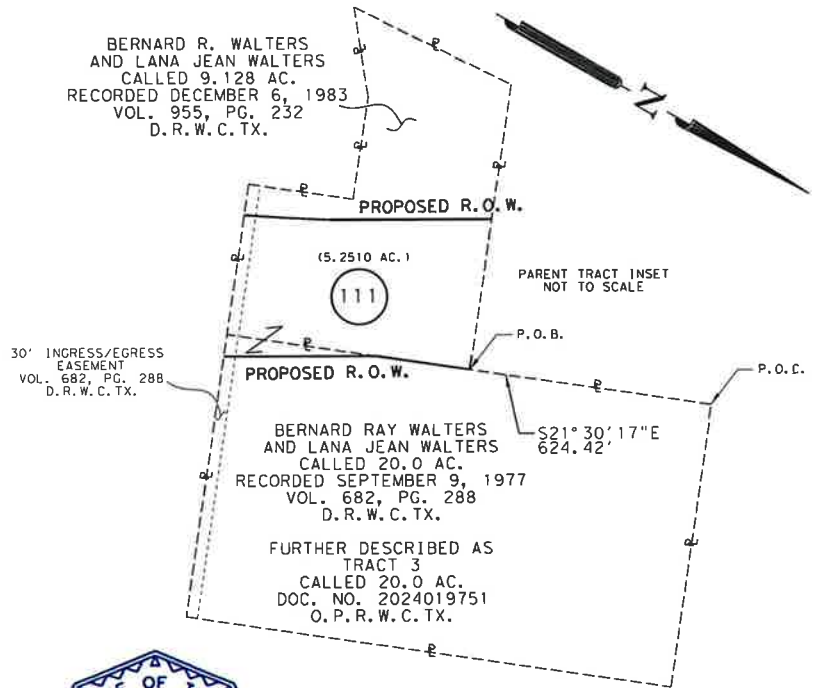
- A. EASEMENT DATED JULY 13, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 281, PAGE 251, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLACE, MAY AFFECT THE SUBJECT PARCEL)
- B. EASEMENT DATED MAY 28, 1945, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 331, PAGE 347, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLACE, MAY AFFECT THE SUBJECT PARCEL)
- C. EASEMENT DATED AUGUST 19, 1974, TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 597, PAGE 886, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
- D. A 30' ACCESS EASEMENT AS SET OUT IN WARRANTY DEED RECORDED IN VOLUME 659, PAGE 685, A CONTRACT OF SALE RECORDED IN VOLUME 682, PAGE 288 AND IN WARRANTY DEED RECORDED IN VOLUME 682, PAGE 295, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)
- E. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD, ROADWAY, RAILROAD OR RAILROAD RIGHT-OF-WAY. (SUBJECT TO, IF APPLICABLE)
- F. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD. (SUBJECT TO, IF APPLICABLE)
- G. 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 A SURVEY MATTER)
- H. 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 A SURVEY MATTER)
- I. 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) (SUBJECT TO, IF APPLICABLE)
- J. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY) (NOT A SURVEY MATTER)
- K. "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) (SUBJECT TO, IF APPLICABLE)

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel\_111\Parcel 111.dgn

			REMAINING	4.138 AC.	LT
EXISTING	29.128 AC.	ACQUIRE	5.2510 AC.	REMAINING	19.739 AC. RT
		4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 <small>Texas Firm Registration No. 10064300</small>		RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BERNARD R. WALTERS AND LANA JEAN WALTERS PARCEL 111 5.2510 AC. (228,732 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
- ⊔ 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:**

1. 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.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, OF NO. GT2503843, EFFECTIVE DATE JULY 7, 2025, AND ISSUED DATE JULY 16, 2025. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. 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: \\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel\_111\Parcel\_111.dgn REF. FIELD NOTE NO. 51387 PAGE 6 OF 6

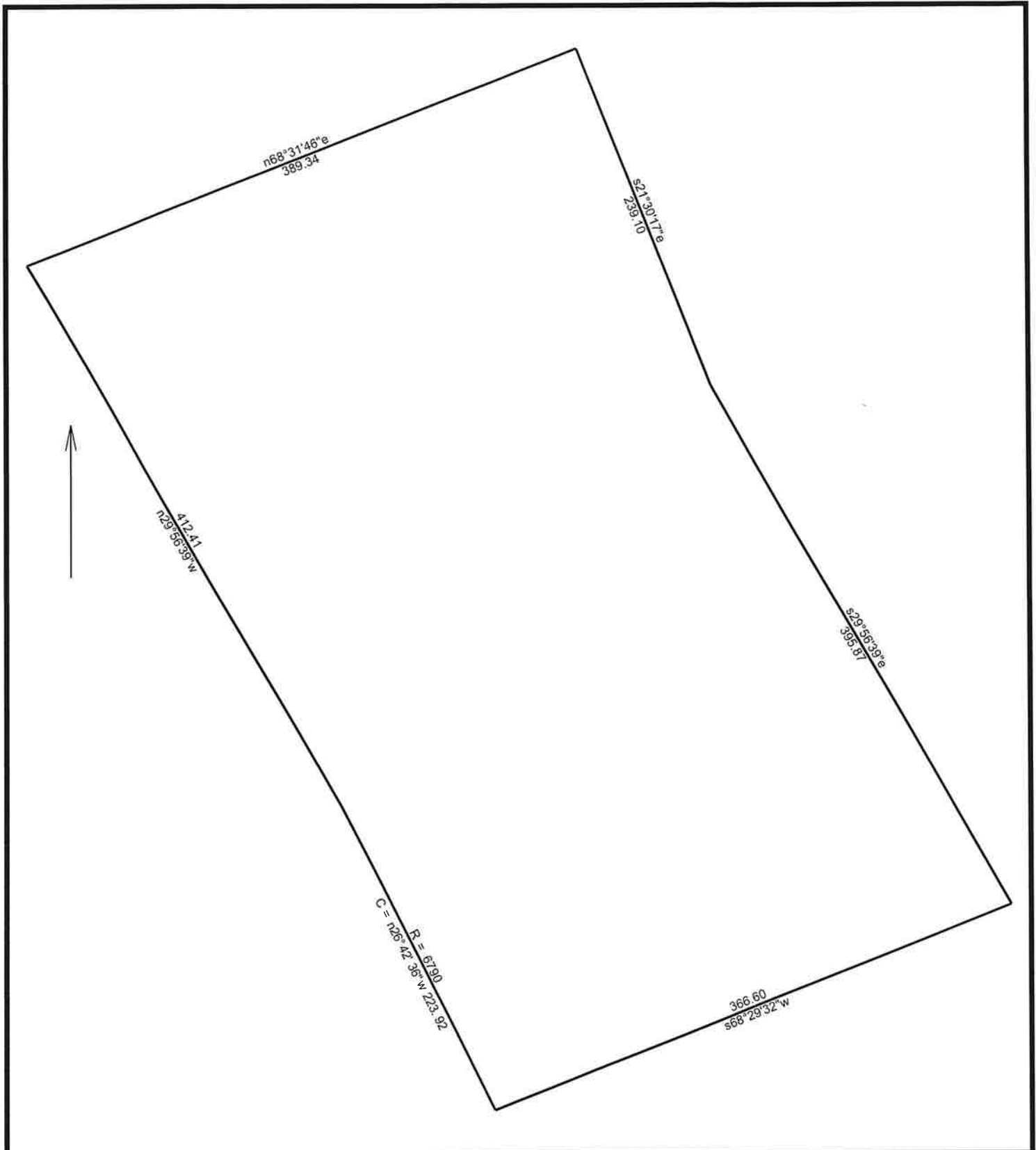
*Scott C. Brashear*  
 SCOTT C. BRASHEAR  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6660, STATE OF TEXAS

8/29/2025  
 DATE

EXISTING	29.128 AC.	ACQUIRE	5.2510 AC.	REMAINING	4.138 AC. LT
				REMAINING	19.739 AC. RT

**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  
 BERNARD R. WALTERS AND  
 LANA JEAN WALTERS  
 PARCEL 111  
 5.2510 AC. (228,732 SQ. FT.)



**Parcel 111 Description Map Check**

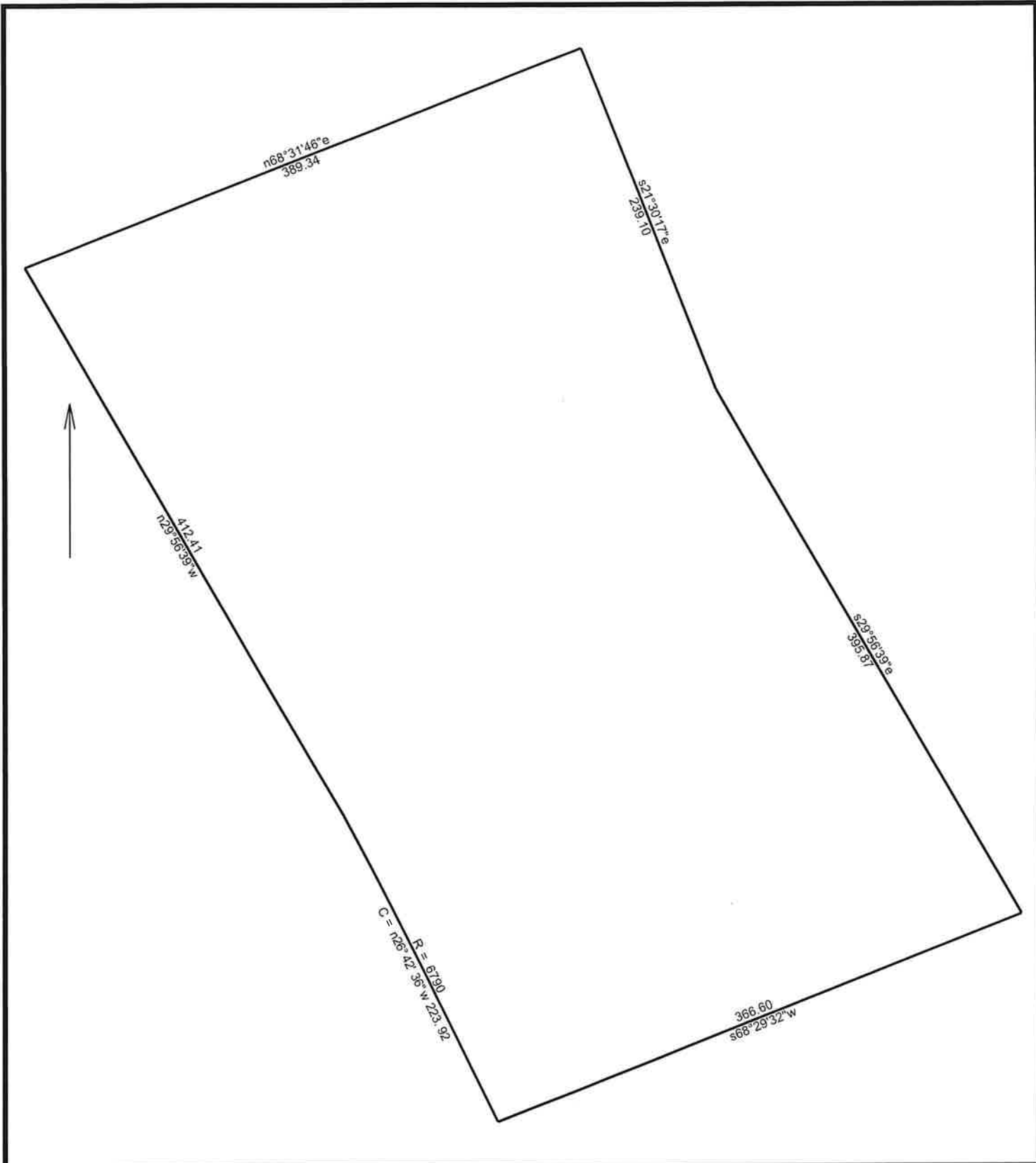
5/1/2025

Scale: 1 inch= 84 feet

File: Parcel\_111\_DESCRIPTION.ndp

Tract 1: 5.2510 Acres (228732 Sq. Feet), Closure: s45.2000e 0.01 ft. (1/323071), Perimeter=2027 ft.

- 01 s21.3017e 239.10
- 02 s29.5639e 395.87
- 03 s68.2932w 366.60
- 04 Lt, r=6790.00, chord=n26.4236w 223.92
- 05 n29.5639w 412.41
- 06 n68.3146e 389.34



5/7/2025

Scale: 1 inch= 84 feet

File: Parcel\_111\_PLAT.ndp

Tract 1: 5.2510 Acres (228732 Sq. Feet), Closure: s45.2000e 0.01 ft. (1/323071), Perimeter=2027 ft.

- 01 s21.3017e 239.10
- 02 s29.5639e 395.87
- 03 s68.2932w 366.60
- 04 Lt, r=6790.00, chord=n26.4236w 223.92
- 05 n29.5639w 412.41
- 06 n68.3146e 389.34

1 Map Check Report

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Project: Default  
Alignment: Parcel 111  
Description:

Type	Point Name\ Direction	Length	Northing\ Latitude	Easting\ Departure
POT ( )			10228101.00	3175340.92
	S21°30'17"E	239.10	-222.46	87.65
PI ( )			10227878.55	3175428.57
	S29°56'39"E	395.87	-343.02	197.60
PI ( )			10227535.52	3175626.17
	S68°29'32"W	366.60	-134.41	-341.07
PC ( )			10227401.12	3175285.10
	Radius:	6790.00		
	Delta:	01°53'22"		
	Length:	223.93		
	Chord:	223.92		
	Tangent:	111.97		
	Middle Ordinate:	0.92		
	External:	0.92		
	N64°14'05"E (Radial)		-2951.52	-6114.95
CC ( )			10224449.60	3169170.15
	N26°42'36"W (Chord)			
	N62°20'43"E (Radial)		3151.54	6014.31
PT ( )			10227601.14	3175184.46
	N29°56'39"W	412.41	357.36	-205.86
PI ( )			10227958.50	3174978.60
	N68°31'46"E	389.34	142.51	362.32
PI ( )			10228101.00	3175340.92

Northing Error: 0.00 ft  
 Easting Error: 0.00 ft  
 Closing Direction: N90°00'00"E  
 Closing Distance: 0.00 ft  
 Closed Area: 228732.2580 sq ft (5.2510 ac)  
 Perimeter: 2027.25 ft  
 Precision: 5307753713638 : 1

**DEED**

E. Wilco Highway – Segment 6

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 **BERNANRD RAY WALTERS AND LANA JEAN WALTERS**, 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"):

Fee simple interest in and to all of that certain 5.2510-acre (228,732 square foot) tract of land, out of and situated in the I. & G. N. Railroad Company Survey, Section No. 152, Abstract No. 762, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 111**);

**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 East 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.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature page follows]*

