

REAL ESTATE CONTRACT

Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by **RUSSELL J. SALISBURY** and **RAQUEL M. SALISBURY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.590 acre (25,689 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas, being a portion of the remainder of that called 44.72 acre tract of land described in Special Warranty Deed with Vendor's Lien to RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY recorded in Volume 2319, Page 861 of the Official Records of Williamson County, Texas; said 0.590 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 4**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY-TWO THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$22,700.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Permitted Driveway Locations. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense two (2) driveway connections between the proposed Corridor C roadway improvements and the remaining property of Seller, and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. Only one driveway will be permitted after the first phase of construction (interim) is complete, with the centerline of the driveway permitted herein being located between approximately centerline Station 125+63 to Station 127+29 of the proposed Corridor C roadway improvements (as identified on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. Seller will be allowed a second driveway when the final phase of construction is complete (ultimate construction) with the centerline of the driveway permitted herein being located between approximately centerline Station 55+00 and Station 56+00, or at other location agreed to in advance between Purchaser and Seller. Seller shall be responsible for complying with all drainage culvert, spacing distance, driveway width or radii sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any permitted driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules. The two permitted driveways in this paragraph will run with the land and not be specific to the Seller.

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

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

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

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

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31, 2020, 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 all of the 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.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as

may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, 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 party incurring same respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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


Counterparts

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

{Signatures on following page}

SELLER:

RUSSELL J. SALISBURY

By: 

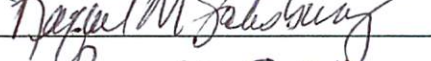
Name: Russell J. Salisbury

Date: 9-14-20

Address: 1151 CR 105

Hutto, TX 78634

RAQUEL M. SALISBURY

By: 

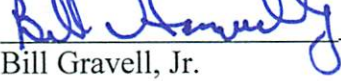
Name: Raquel M. Salisbury

Address: 1151 CR 105

Hutto, TX 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

Date: 9/29/2020

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

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.590 ACRE (25,689 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 44.72 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY RECORDED IN VOLUME 2319, PAGE 861 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.590 ACRE (25,689 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "RPLS 5784" found 2,869.21 feet right of proposed Corridor C baseline station 134+99.78, in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 105 (variable width ROW), same being the southeasterly corner of the remainder of that called 15.00 acre tract of land described in Special Warranty Deed to said Russell J. Salisbury and wife, Raquel M. Salisbury recorded in Volume 1988, Page 496 of the Official Records of Williamson County, Texas, also being the southwesterly corner of the westerly remainder of that called 46.75 acre (Tract One) cited in Volume 2055, Page 142 of the Official Records of Williamson County, Texas, to La Miraj, Ltd. and described in Deed recorded in Volume 847, Page 898 of the Deed Records of Williamson County, Texas;

THENCE, departing said existing northerly ROW line, with the easterly boundary line of said remainder of the 15.00 acre tract and said remainder of the 44.72 acre tract and the westerly boundary line of said westerly remainder of the 46.75 acre tract, N 21°17'40" W, for a distance of 2659.18 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10198670.24, E=3153622.42 TxSPC Zone 4203) set 210.03 feet right of proposed Corridor C baseline station 135+03.45, in the proposed southerly ROW line of Corridor C (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said westerly remainder tract, through the interior of said remainder of the 44.72 acre tract, with said proposed southerly ROW line, the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of **00°54'51"**, a radius of **1220.00** feet, an arc length **19.47** feet and a chord which bears **S 89°48'56" W**, for a distance of **19.47** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 134+85.30, for a point of non-tangency;
- 2) **S 68°37'35" W** for a distance of **928.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 125+56.94 in the westerly boundary line of said remainder of the 44.72 acre tract, same being the easterly boundary line of the remainder of that called 28.479 acre tract of land described in Warranty Deed With Vendor's Lien to William L. Schwartz, Jr. and wife, Cheryl D. Schwartz recorded in Document No. 1999047979 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;
- 3) **THENCE**, continuing with said proposed southerly ROW line, same being the common boundary line of said remainder of the 44.72 acre tract and said remainder of the 28.479 acre tract, **N 21°23'48" W** for a distance of **25.79** feet to an iron rod with aluminum cap stamped "ROW 4933" set 177.21 feet right of proposed Corridor C baseline station 125+56.93 in the ostensible survey line of said John McQueen Survey and the Woodruff Stubblefield Survey, Abstract No. 556, same being the common northerly corner of said remainder of the 44.72 acre tract and said remainder of the 28.479 acre tract, also being in the southerly boundary line of that called 52.65 acre Tract 2 (West Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract, and from which, a 1/2" iron rod found, being the northwesterly corner of said remainder of the 28.479 acre tract, same being the northeasterly corner of that called 36.63 acre tract of land described in General Warranty Deed With Vendor's Lien to Richard A. Sliva, Et Ux, Karen L. Thompson-Sliva recorded in Document No. 1997024044 of the Official Records of Williamson County, Texas, bears with said proposed southerly ROW line, same being the southerly boundary line of said 52.65 acre tract, **S 68°28'16" W** for a distance of 517.48 feet;

- 4) **THENCE**, departing said remainder of the 28.479 acre tract, same being said proposed southerly ROW line, with said ostensible survey line, same being the common boundary line of said remainder of the 44.72 acre tract and said 52.65 acre tract, **N 68°28'16" E** for a distance of **946.57** feet to a 1/2" iron rod found, being the common corner of said remainder of the 44.72 acre tract and the remainder of said 46.75 acre tract, for the northeasterly corner of the herein described tract;
- 5) **THENCE**, departing said remainder of the 52.65 acre tract, with the common boundary line of said remainder of the 44.72 acre tract and said remainder of the 46.75 acre tract, **S 21°17'40" E** for a distance of **35.39** feet to the **POINT OF BEGINNING**, containing 0.590 acres, (25,689 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale

18 DEC 2019

Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " " PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 3 OF 4

RIVER CITY
PARTNERS, LTD.
TRACT 2 (WEST TRACT)
(52.65 AC.)
DOC. NO. 2016005898
O.P.R.W.C.T.

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

120+00 125+00 130+00 135+00

STA. 125+56.93
177.21' RT

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

S68° 28' 16" W 517.48'
(S70° 48' 10" W 517.45')

WILLIAM L. SCHWARTZ, JR.
& wife CHERYL D. SCHWARTZ
(REMAINDER OF 28.479 AC.)
DOC. NO. 1999047979
O.P.R.W.C.T.

PROPOSED R.O.W.
203.00' RT

N68° 28' 16" E 946.57'
(N70° 51' 50" E 940.65')
S68° 37' 35" W 928.36'

0.590 AC.
25,689 SQ. FT.

STA. 134+85.30
203.00' RT

P.O.B.
STA. 135+03.45
210.03' RT
GRID COORDINATES:
N=10198670.24
E=3153622.42

S.H. 130
(VARIABLE R.O.W. WIDTH)

RICHARD A. SLIVA
ET UX, KAREN L.
THOMPSON-SLIVA
(36.63 AC.)
DOC. NO. 1997024044
O.R.W.C.T.

(N18° 59' 00" W 2577.77')

RUSSELL J. SALISBURY &
wife RAQUEL M. SALISBURY
(REMAINDER OF 44.72 AC.)
VOL. 2319, PG. 861
O.R.W.C.T.

LA MIRAJ, LTD.
TRACT ONE
(WESTERLY REMAINDER
OF 46.75 AC.)
VOL. 2055, PG. 142
O.R.W.C.T.
DESCRIBED IN
VOL. 847, PG. 898
D.R.W.C.T.

JOHN McQUEEN SURVEY
ABSTRACT NO. 426

NUMBER	DIRECTION	DISTANCE
L1	N21° 23' 48" W	25.79'
L2	S21° 17' 40" E	35.39'
L3	S68° 28' 16" W	221.56'
(L3)	(S68° 27' 32" W)	(221.44')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 54' 51"	1220.00'	19.47'	19.47'	S89° 48' 56" W

RUSSELL J. SALISBURY &
wife RAQUEL M. SALISBURY
(REMAINDER OF 15.00 AC.)
VOL. 1988, PG. 496
O.R.W.C.T.

P.O.C.
STA. 134+99.78
2869.21' RT

EXISTING
C.R. 105
(VARIABLE R.O.W. WIDTH)



**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

SCALE
1" = 200'

PARCEL PLAT SHOWING PROPERTY OF
**RUSSELL J. SALISBURY
& RAQUEL M. SALISBURY**
WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 4

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT " "

11/20/19
PAGE 4 OF 4

<input checked="" type="checkbox"/> TXDOT TYPE I CONCRETE MONUMENT FOUND <input type="checkbox"/> IRON ROD FOUND W/TXDOT ALUMINUM CAP <input checked="" type="checkbox"/> 1/2" IRON ROD FOUND UNLESS NOTED <input checked="" type="checkbox"/> 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED <input checked="" type="checkbox"/> FENCE POST FOUND <input checked="" type="checkbox"/> CALCULATED POINT <input type="checkbox"/> IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE) <input checked="" type="checkbox"/> IRON PIPE FOUND <input checked="" type="checkbox"/> AXLE FOUND	CENTER LINE PROPERTY LINE RECORD INFORMATION LINE BREAK LAND HOOK POINT OF BEGINNING POINT OF COMMENCEMENT NOT TO SCALE DEED RECORDS WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS PLAT RECORDS WILLIAMSON COUNTY, TEXAS
---	---

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1937052-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 11, 2019.

- 10 A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 295, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- C. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 408, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 620, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 649, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY AGREEMENT RECORDED IN VOLUME 344, PAGE 99, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 18 Dec 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



ACQUISITION	ACRES	SQUARE FEET
CALC/DEED AREA	44.23	1,926,590
REMAINDER AREA	43.64	1,900,901

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

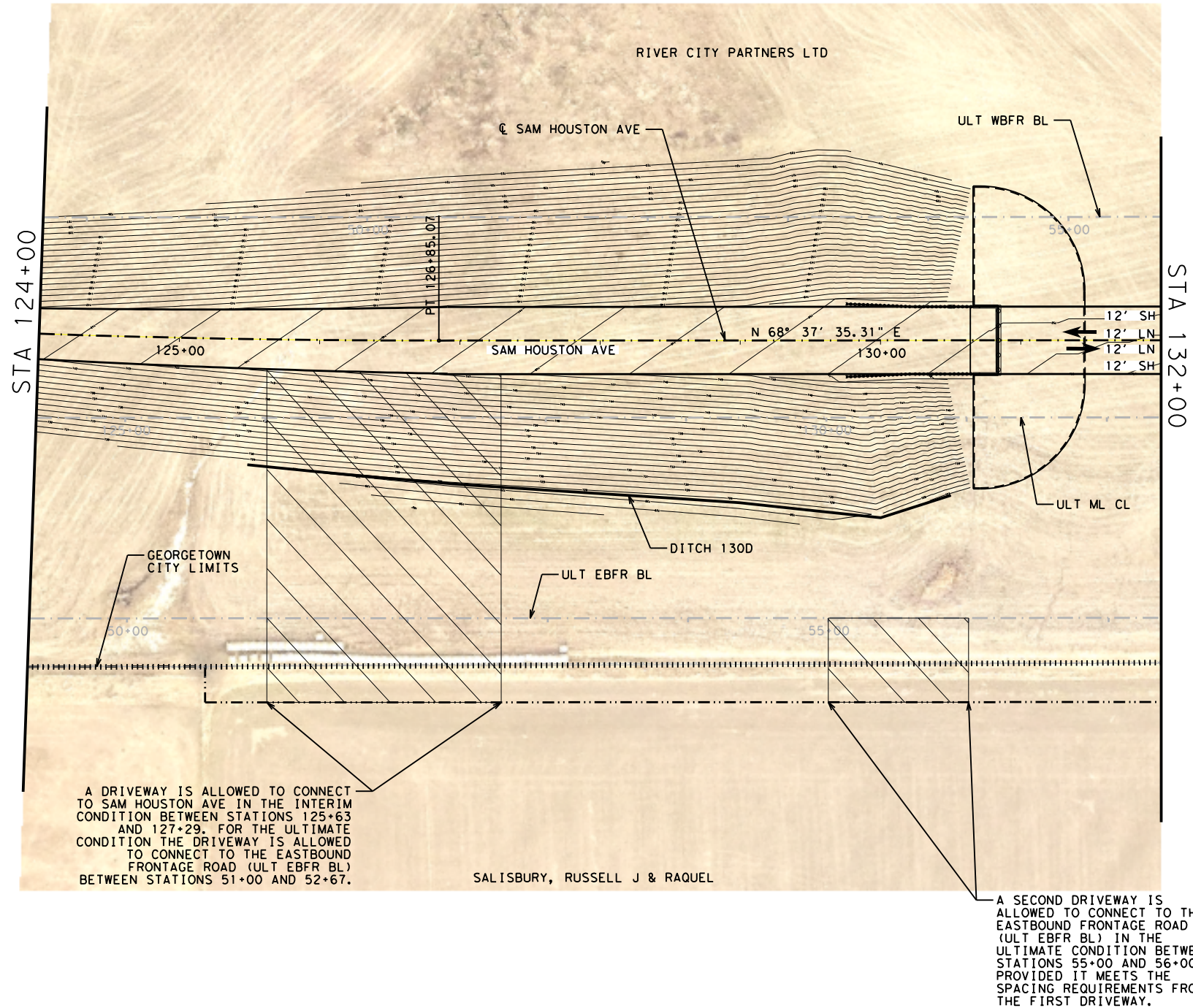
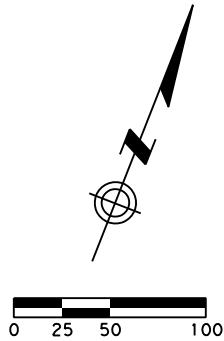
SCALE 1" = 200'
PARCEL PLAT SHOWING PROPERTY OF
**RUSSELL J. SALISBURY
& RAQUEL M. SALISBURY**
WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 4

PLOT DRIVER: RD*11x17*Color*PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAV\Salisbury Driveway Exhibit DATE: 8/18/2020 TIME: 12:11:01 PM

Exhibit B



LEGEND

- ➔ TRAFFIC DIRECTION
- PROPOSED R.O.W.
- ▨ PERMITTED DWY LOCATION

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.
Engineer: CHRISTOPHER FOURNIER
P.E. Serial No. 123633
Date: 8/18/2020



CORRIDOR C / 29 BYPASS
SALISBURY DRIVEWAY
EXHIBIT

SCALE: 1"=100'H SHEET 1 OF 1

DESIGNED: CAF	FED. RD DIV. No.	STATE	PROJECT No.	HIGHWAY No.
CHECKED: JBH		TEXAS		CORRIDOR C
DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED: JBH	AUSTIN	WILLIAMSON		1

NOTE: A 425' MINIMUM SPACING IS REQUIRED BETWEEN ADJACENT DRIVEWAYS PER THE TxDOT ACCESS MANAGEMENT MANUAL (2011)

Exhibit C

Parcel 4

DEED
Corridor C—SH29 Bypass

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 BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **RUSSELL J. SALISBURY** and **RAQUEL M. SALISBURY.**, 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:

All of that certain 0.590 acre (25,689 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas, being a portion of the remainder of that called 44.72 acre tract of land described in Special Warranty Deed with Vendor's Lien to **RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY** recorded in Volume 2319, Page 861 of the Official Records of Williamson County, Texas; said 0.590 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 4**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property, or as otherwise designated by Grantee, 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 Corridor C/Southeast Inner Loop.

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 _____, 2020.

GRANTORS:

RUSSELL J. SALISBURY

By:_____

Date:_____

RAQUEL M. SALISBURY

By: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Russell and Raquel Salisbury in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.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: