

## **REAL ESTATE CONTRACT**

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RAYMOND G. CANTRELL and wife, PAMELA L. CANTRELL** (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 1.414 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45ROW**); and

All of that certain 0.576 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 45REM**),

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 Exhibits "A-B" 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 shall be the sum of THREE HUNDRED FIFTY-TWO THOUSAND and 00/100 Dollars (\$352,000.00).

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

2.02. The Purchase Price shall be payable in cash 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

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 March 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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-B", free and clear of any and all liens and restrictions, except for the following:

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

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

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue 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".

(4) Deliver to Purchaser possession of the Property on or before April 30, 2021, subject to written extensions from Purchaser.

### 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction 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 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.

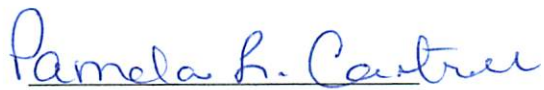
*[signature page follows]*

**SELLER:**

  
Raymond G. Cantrell

Address: 901 Stubblefield Ln.  
Liberty Hill TX 78642

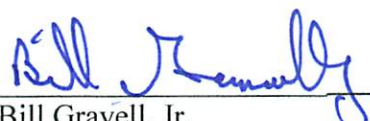
Date: 2-1-2021

  
Pamela L. Cantrell

Date: 2-1-2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr.  
County Judge

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

Date: 2/9/2021

# EXHIBIT "A"

County: Williamson  
Parcel No.: 45ROW  
Tax ID: R021981  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

## METES AND BOUNDS DESCRIPTION FOR PARCEL 45ROW

FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.414 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211491.07, E=3055445.75) monumenting the southwest corner of said 1.0 acre Cantrell Second Tract and the northwest corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being on the east right-of-way line of Stubblefield Lane, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 5784" monumenting the southwest corner of said 1.224 acre Williamson County, Texas tract and the northwest corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on said east right-of-way line of Stubblefield Lane, bears S 19°46'15" E for a distance of 242.67 feet;

THENCE, **N 20°57'39" W** with the west boundary line of said 1.0 acre Cantrell Second Tract and said east right-of-way line of Stubblefield Lane for a distance of **207.27 feet** to an 80D nail found monumenting the northwest corner of said 1.0 acre Cantrell Second Tract and the southwest corner of said 1.0 acre Cantrell First Tract;

THENCE, **N 20°53'36" W** with the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of said Stubblefield Lane for a distance of **187.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the northwest corner hereof, from which an iron rod found with cap marked "Land Dev" monumenting the northwest corner of said 1.0 acre Cantrell First Tract



County: Williamson  
Parcel No.: 45ROW  
Tax ID: R021981  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

and the southwest corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on said east right-of-way line of Stubblefield Lane, bears N 20°53'36" W for a distance of 19.43 feet;

THENCE, through the interior of said Cantrell First Tract and said Cantrell Second Tract with a curve to the left an arc length of **287.61 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **7°00'44"** and a chord which bears **S 67°24'03" E** for a distance of **287.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the east boundary line of said Cantrell Second Tract and the west boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 1.0 acre Cantrell First Tract and the southeast corner of said 1.06 acre Liberty Hill Water Supply Corp. tract, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, bears N 21°03'34" W passing at a distance of 16.63 feet a 60D nail found in concrete at a fence post 0.38 feet west of this line, in all a total distance of 213.62 feet;


THENCE, **S 21°03'34" E** with the east boundary line of said 1.0 acre Cantrell Second Tract and the west boundary line of said 54.068 acre Harlow tract for a distance of **203.87 feet** to a 1/2" iron rod found monumenting the southeast corner of said Cantrell Second Tract, the northeast corner of said 1.224 acre Williamson County, Texas tract and an angle point in the west boundary line of said 54.068 acre Harlow tract, for the southeast corner hereof;

County: Williamson  
Parcel No.: 45ROW  
Tax ID: R021981  
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To: R.M. 1869

THENCE, **S 71°02'56" W** with the south boundary line of said 1.0 acre Cantrell Second Tract and the north boundary line of said 1.224 acre Williamson County, Texas tract for a distance of **208.99 feet** to the **POINT OF BEGINNING** hereof and containing 1.414 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

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

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



November 16, 2020

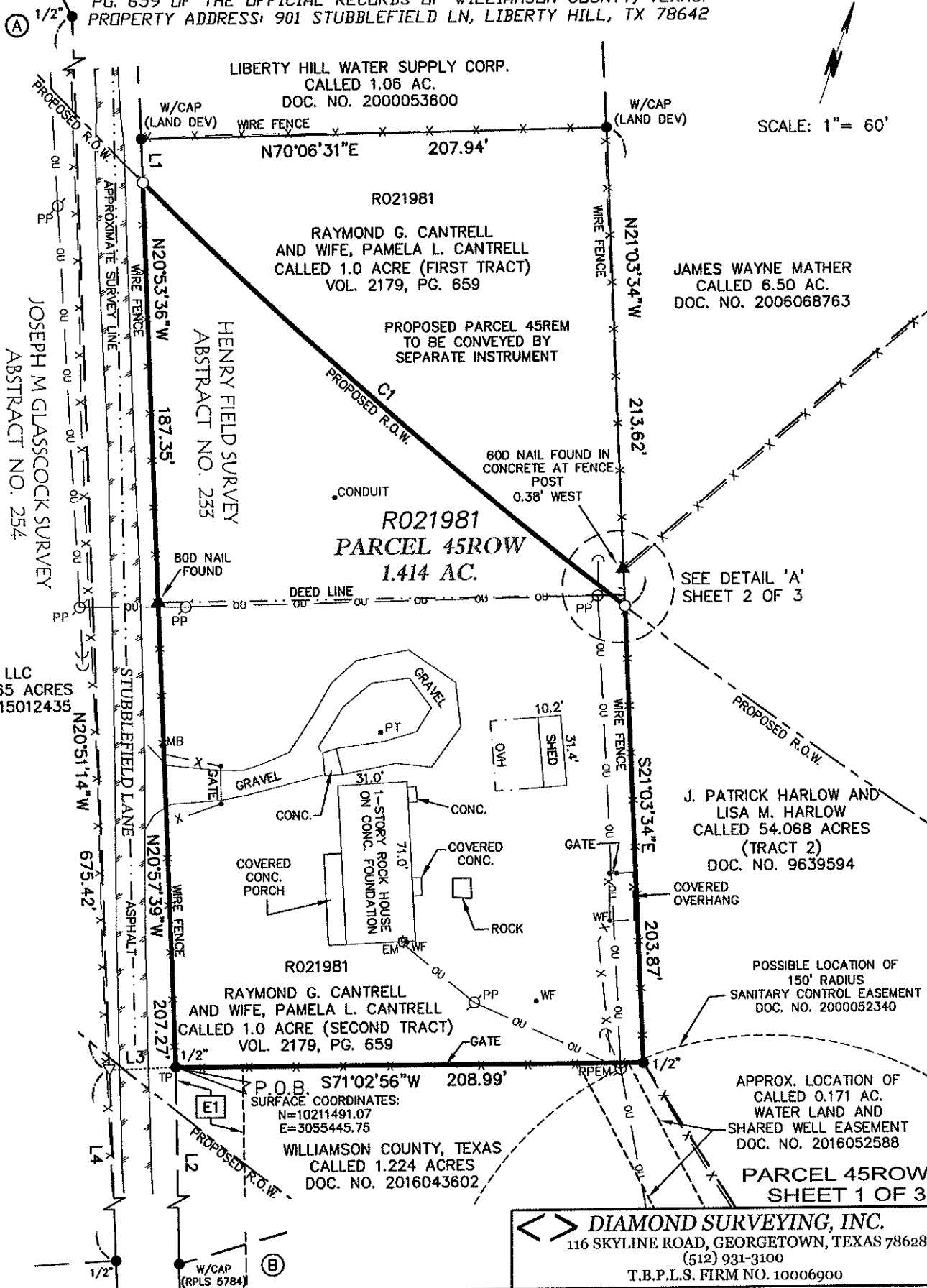
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\2020 Liberty Hill SH 29 Bypass WA#1\PARCELS FINAL LTS SURVEYS\PARCEL 45 ROW AND REM LTS\PARCEL 45ROW SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS.  
 PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

#### EASEMENT INFORMATION (SEE SHEET 1 OF 3)

**E1** FIDEL G. LOZA  
TRACT 2 - ACCESS EASEMENT  
DOC. NO. 2016039911

**E1** WILLIAMSON COUNTY, TEXAS  
30' ACCESS EASEMENT  
DOC. NO. 2016043602

#### OWNERSHIP INFORMATION (SEE SHEET 1 OF 3)

**(A)** CAR-MA FAMILY  
LIMITED PARTNERSHIP  
CALLED 90.451 ACRES  
(TRACT 1)  
DOC. NO. 2018093046

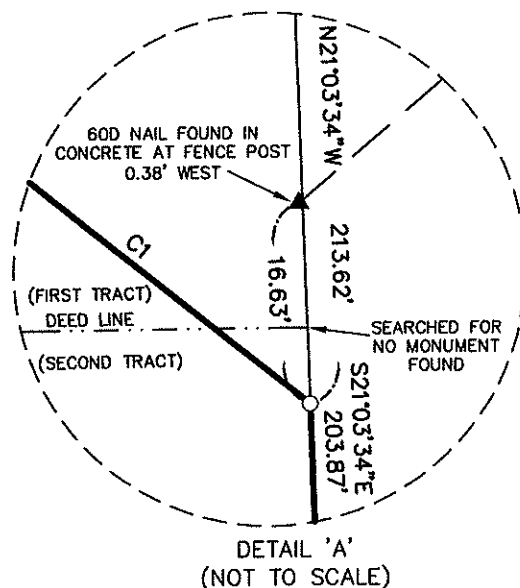
**(B)** WILLIAMSON COUNTY, TEXAS  
CALLED 1.828 ACRES  
DOC. NO. 2016038954

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°53'36"W	19.43'
L2	S19°46'15"E	242.67'
L3	S69°08'46"W	29.65'
L4	S20°51'14"E	264.83'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	287.61'	7°00'44"	S67°24'03"E	287.43'

### LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- <sup>PP</sup> POWER POLE
- <sup>PP-EM</sup> POWER POLE WITH ELECTRIC METER
- DOWN GUY
- TP TELEPHONE PEDESTAL
- MB MAIL BOX
- ⊕ EM ELECTRIC METER
- WF WATER FAUCET
- CONDUIT CONDUIT
- PT PROPANE TANK
- X — X — X — WIRE FENCE
- OU — OU — OVERHEAD UTILITY LINE
- — — — — EDGE OF PAVEMENT
- · — · — · — — — — APPROXIMATE SURVEY LINE
- OVH OVERHANG
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



PARCEL 45ROW  
SHEET 2 OF 3

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

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

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2049393-KFD, which bears an effective date of September 4, 2020 and an issued date of September 17, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

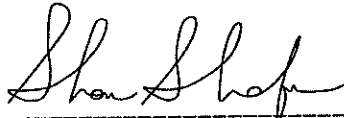
10g) Easement granted to Texas Power & Light Company by Instrument recorded in Volume 235, Page 91, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Liberty Hill Water Supply Corporation by Instrument recorded in Document No. 2000052340, Official Public Records, Williamson County, Texas. The possible location of the 150 foot radius Sanitary Control Easement is shown hereon.

10i) Terms, conditions and stipulations of that certain License Agreement recorded in Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said License Agreement, the approximate location of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

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

NOVEMBER 16, 2020  
DATE



PARCEL 45ROW  
SHEET 3 OF 3

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

# EXHIBIT "B"

County: Williamson  
Parcel No.: 45REM  
Tax ID: R021981  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

## METES AND BOUNDS DESCRIPTION FOR PARCEL 45REM

FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.576 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap marked "Land Dev" (Surface Coordinates: N=10211877.80, E=3055297.86) monumenting the northwest corner of said 1.0 acre Cantrell First Tract and the southwest corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the east right-of-way line of Stubblefield Lane, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 70°06'31" E** with the north boundary line of said 1.0 acre Cantrell First Tract and the south boundary line of said 1.06 acre Liberty Hill Water Supply Corp. tract for a distance of **207.94 feet** to 1/2" iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 1.0 acre Cantrell First Tract and the southeast corner of said 1.06 acre Liberty Hill Water Supply Corp. tract, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 21°03'34" E** with the east boundary lines of said Cantrell First Tract and said Cantrell Second Tract, in part with the west boundary line of said 6.50 acre Mather tract, and in part with the west boundary line of the called 54.068 acre tract (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, passing at a distance of 196.99 feet a 60D nail found in concrete at a fence post 0.38 feet west of this line, in all a total distance of **213.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said

County: Williamson  
Parcel No.: 45REM  
Tax ID: R021981  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869


Cantrell Second Tract and the northeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being an angle point on said west boundary line of the 54.068 acre Harlow Tract, bears S 21°03'34" E for a distance of 203.87 feet;

THENCE, through the interior of said Cantrell First Tract and said Cantrell Second Tract with a curve to the right an arc length of **287.61 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **7°00'44"** and a chord which bears **N 67°24'03" W** for a distance of **287.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane, for the southwest corner hereof, from which a 80D nail found monumenting the southwest corner of said Cantrell First Tract and the northwest corner of said Cantrell Second Tract, same being on said east right-of-way line of Stubblefield Lane, bears S 20°53'36" E for a distance of 187.35 feet;

THENCE, **N 20°53'36' W** with the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane for a distance of **19.43 feet** to the **POINT OF BEGINNING** hereof and containing 0.576 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

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

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



November 16, 2020

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

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\ 2020 Liberty Hill SH 29 Bypass WA#1\ PARCELS FINAL LTS SURVEYS\PARCEL 45 ROW AND REM LTS\PARCEL 45REM SH 29 BYPASS LH m&b.doc



① 1/2"

SCALE: 1" = 60'

RAYMOND G. CANTRELL  
AND WIFE, PAMELA L. CANTRELL  
CALLED 1.0 ACRE (FIRST TRACT)  
VOL. 2179, PG. 659

R021981

PARCEL 45REM  
0.576 AC.

JAMES WAYNE MATHER  
CALLED 6.50 AC.  
DOC. NO. 2006068763

53.36' E 187.35' N

HENRY FIELD SURVEY

ABSTRACT NO. 233

80D NAIL FOUND

SURVEY LINE

JOSEPH M GLASSCOCK SURVEY

ABSTRACT NO. 254

PENIZE, LLC  
CALLED 9.1965 ACRES  
DOC. NO. 2015012435

PROPOSED RIGHT-OF-WAY  
PARCEL 45ROW  
TO BE CONVEYED BY  
SEPARATE INSTRUMENT

SEE DETAIL 'A'  
SHEET 2 OF 3

J. PATRICK HARLOW AND  
LISA M. HARLOW  
CALLED 54.068 ACRES  
(TRACT 2)  
DOC. NO. 9639594

RAYMOND G. CANTRELL  
AND WIFE, PAMELA L. CANTRELL  
CALLED 1.0 ACRE (SECOND TRACT)  
VOL. 2179, PG. 659

POSSIBLE LOCATION OF  
150' RADIUS  
SANITARY CONTROL EASEMENT  
DOC. NO. 2000052340

APPROX. LOCATION OF  
CALLED 0.171 AC.  
WATER LAND AND  
-SHARED WELL EASEMENT  
DOC. NO. 2016052588

PARCEL 45REM  
SHEET 1 OF 3

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



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

# EASEMENT INFORMATION (SEE SHEET 1 OF 3)

**E1** FIDEL G. LOZA  
TRACT 2 - ACCESS EASEMENT  
DOC. NO. 2016039911

**E1** WILLIAMSON COUNTY, TEXAS  
30' ACCESS EASEMENT  
DOC. NO. 2016043602

# OWNERSHIP INFORMATION (SEE SHEET 1 OF 3)

**(A)** CAR-MA FAMILY  
LIMITED PARTNERSHIP  
CALLED 90.451 ACRES  
(TRACT 1)  
DOC. NO. 2018093046

## LINE TABLE

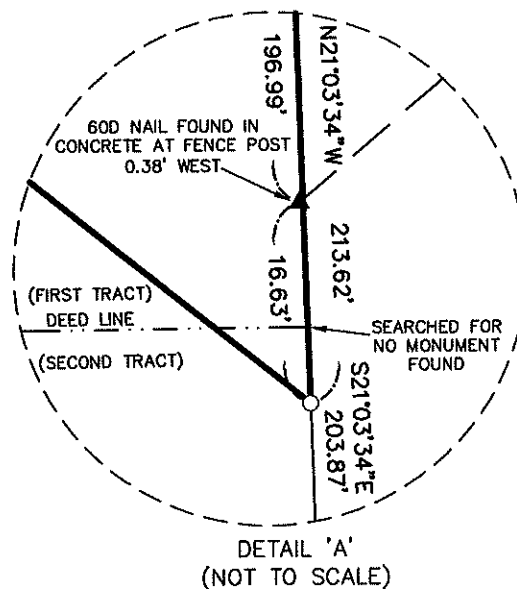
LINE	BEARING	DISTANCE
L1	N20°53'36"W	19.43'
L2	S69°08'46"W	29.65'

## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	287.61'	7°00'44"	N67°24'03"W	287.43'

## LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- IRON ROD SET WITH CAP  
MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- <sup>PP</sup> POWER POLE
- <sup>PPM</sup> POWER POLE WITH ELECTRIC METER
- DOWN GUY
- TP TELEPHONE PEDESTAL
- MB MAIL BOX
- ⊗ EM ELECTRIC METER
- WF WATER FAUCET
- CONDUIT CONDUIT
- PT PROPANE TANK
- X — X — X — WIRE FENCE
- OU — OU — OVERHEAD UTILITY LINE
- — — — — EDGE OF PAVEMENT
- · — · — · — — APPROXIMATE SURVEY LINE
- — — — — PROPOSED RIGHT-OF-WAY
- OVH OVERHANG
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



PARCEL 45REM  
SHEET 2 OF 3

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

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

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2049393-KFD, which bears an effective date of September 4, 2020 and an issued date of September 17, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10g) Easement granted to Texas Power & Light Company by Instrument recorded in Volume 235, Page 91, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Liberty Hill Water Supply Corporation by Instrument recorded in Document No. 2000052340, Official Public Records, Williamson County, Texas. The possible location of the 150 foot radius Sanitary Control Easement is shown hereon.

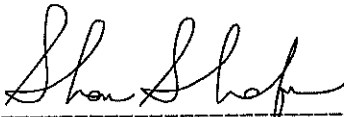
10i) Terms, conditions and stipulations of that certain License Agreement recorded in Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said License Agreement, the approximate location of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



PARCEL 45REM  
SHEET 3 OF 3

  
SHANE SHAFER, R.P.L.S. NO. 5281      NOVEMBER 16, 2020  
DATE

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

# EXHIBIT "C"

Parcel 45/45R

## DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That RAYMOND G. CANTRELL and wife, PAMELA L. CANTRELL, 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 1.414 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 45ROW); and

All of that certain 0.576 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 45REM)

**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 Southeast Loop/Corridor A1.

**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 \_\_\_\_\_, 2021.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Raymond G. Cantrell

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Raymond G. Cantrell, in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

\_\_\_\_\_  
Pamela L. Cantrell

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Pamela L. Cantrell, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**