

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 22

THIS REAL ESTATE CONTRACT ("Contract") is made by CAROLE D. GESSAMAN, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF BRUCE EDWARD GESSAMAN, DECEASED (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 1.937 acre (84,377 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 22**);

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" 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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of THREE HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-ONE and 00/100 Dollars (\$386,521.00).

Payment of Purchase Price

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

Special Provisions

2.03. By execution of this contract, the parties acknowledge and agree that Purchaser shall not require the removal of the free-standing recreational building/garage on the remaining property of Seller due to the conveyance of the Property, or construction of proposed roadway facility improvements upon the Property.

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.

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

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.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, 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.

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

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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, 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:

Carole D. Gessaman

Carole D. Gessaman, Individually and as
Independent Executor of the Estate of
Bruce Edward Gessaman, Deceased

Address: 4500 Sam Bass Road
Round Rock, Texas 78681

Date: 6-24-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey (Jul 15, 2021 15:45 CDT)
Valerie Covey
County Commissioner

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

Date: Jul 15, 2021

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

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April 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF A 1.937 ACRE (84,377 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 32.96 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUCE E. GESSAMAN AND WIFE, CAROLE D. GESSAMAN, RECORDED JUNE 21, 1994 IN VOLUME 2553, PAGE 222, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.937 ACRE (84,377 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 with a plastic cap found 489.12 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+15.23 on the south line a called 254.4 acre tract of land, described in a deed to City of Round Rock, recorded in Document No. 20100066640, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northeast corner of a called 10.01 acre tract of land, described in a deed to Michelle Klingemann and Eric Klingemann, recorded in Document No. 2015020130, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 32.96 acre tract;

THENCE S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 10.01 acre tract and said 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,344.00, E=3,109,622.12) set 90.77 feet left of Sam Bass Road E.C.S 296+73.32 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 10.01 acre tract and said 32.96 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said remainder of a called 32.96 acre tract, the following seven (7) courses and distances numbered 1-7:

- 1) S 87°07'40" E, a distance of 71.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 97.36 feet left of Sam Bass Road E.C.S. 297+44.94,
- 2) S 74°58'09" E, a distance of 55.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.69 feet left of Sam Bass Road E.C.S. 298+00.10,
- 3) S 77°10'29" E, a distance of 201.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 300+02.58, said point being the beginning of a curve to the left,
- 4) With said curve to the left, an arc distance of 58.37 feet, through a central angle 00°20'13", having a radius of 9,928.00 feet, and a chord that bears S 83°14'18" E, a distance of 58.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 300+61.38,
- 5) S 83°24'24" E, a distance of 177.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 302+38.59, said point being the beginning of a curve to the right,

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

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April 28, 2020

- 6) With said curve to the right, an arc distance of 464.60 feet, through a central angle $12^{\circ}50'51''$, having a radius of 2,072.00 feet, and a chord that bears $S 76^{\circ}58'59'' E$, a distance of 463.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 306+87.05, and
- 7) $S 71^{\circ}08'04'' E$, a distance of 21.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.33 feet left of Sam Bass Road E.C.S. 307+07.70 on the common line of said remainder of a called 32.96 acre tract and a called 2.00 acre tract of land, described as Tract 1 in a deed to Joel T. Rogers, recorded in Document No. 2015078579, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 3/4-inch iron rod found, for the northwest corner of said 2.00 acre tract, same being the an interior ell corner of said remainder of a called 32.96 acre tract bears $N 20^{\circ}18'18'' W$, a distance of 648.87 feet;
- 8) **THENCE** $S 20^{\circ}18'18'' E$, departing the proposed north right-of-way line of said Sam Bass Road, with the common line of said 2.00 acre tract and said remainder of a called 32.96 acre tract, a distance of 35.81 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 2.00 acre tract, same being the southeast corner of said remainder of a called 32.96 acre tract and the parcel described herein;
- THENCE** departing the common line of said 2.00 acre tract and said remainder of a called 32.96 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 9-10:
- 9) $N 82^{\circ}59'38'' W$, a distance of 983.45 feet to a calculated point, and
- 10) $N 81^{\circ}45'23'' W$, a distance of 64.75 feet to a 1/2-inch iron rod with a plastic cap found, for the southeast corner of said 10.01 acre tract, same being the southwest corner of said remainder of a called 32.96 acre tract and the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
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11) **THENCE** N 00°10'15" W, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 105.68 feet to the **POINT OF BEGINNING**, and containing 1.937 acre (84,377 sq. ft.) of land, more or less.

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

Bearing Basis:

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

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

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 4/28/20

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

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°07'40"E	71.92'
L2	S74°58'09"E	55.50'
L3	S77°10'29"E	201.70'
L4	S83°24'24"E	177.21'
L5	S71°08'04"E	21.40'
L6	S20°18'18"E	35.81'
L7	N82°59'38"W	983.45'
(L7)	(N83°06'30"W)	(983.43')
L8	N81°45'23"W	64.75'
(L8)	(N81°46'W)	(801.55')
L9	N00°10'15"W	105.68'

CITY OF ROUND ROCK
CALLED 245.4 AC.
DOC. NO. 200006640
O.P.R.W.C.TX.

MICHELLE KLINGEMANN
& ERIC KLINGEMANN
CALLED 10.01 AC.
DOC. NO. 2015020130
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI STA 299+27.52
N = 10,170,218.21
E = 3,109,860.92
Δ = 0°32'02" (LT)
D = 0°34'23"
L = 267.73'
T = 133.87'
R = 10,000.00'
PC STA 297+93.65
PT STA 300+61.38

P.O.B.
N = 10,170,344.00
E = 3,109,622.12
Δ = 296°73.32'
L = 90.77' LT

P.O.C.
1/2" W/PCAP
296+15.23'
489.12' LT

DRAINAGE WATER CONTROL
AND INUNDATION EASEMENT
DOC. NO. 2008051883
O.P.R.W.C.TX.

BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
RECORDED JUNE 21, 1994
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI STA 305+96.31
N = 10,170,141.41
E = 3,110,525.29
Δ = 20°16'53" (RT)
D = 02°51'33"
L = 707.95'
T = 357.72'
R = 2,080.00'
PC STA 302+38.59
PT STA 309+46.54

P.O.R.
3/4"

JOEL T. ROGERS
CALLED 0.44 AC.
TRACT 2
DOC. NO. 2015078579
O.P.R.W.C.TX.

ARUNKUMAR KESERLA AND
GYUZEL KESERLA, HUSBAND AND WIFE
CALLED 2.740 AC.
DOC. NO. 2018004855
O.P.R.W.C.TX.

MARIA DIGIULIO
& CRAIG DIGIULIO,
WIFE AND HUSBAND
CALLED 4.54 AC.
DOC. NO. 2013108510
O.P.R.W.C.TX.

MARIA DIGIULIO
& CRAIG DIGIULIO,
WIFE AND HUSBAND
CALLED 1.03 AC.
O.P.R.W.C.TX.

JOEL T. ROGERS
CALLED 2.00 AC.
TRACT 1
DOC. NO. 2015078579
O.P.R.W.C.TX.

PROPOSED ROW
(1.937 AC.)

ASPHALT
DRIVEWAY

302+38.59
72.00' LT

300+61.38
72.00' LT

300+02.58
72.00' LT

298+00.10
90.69' LT

297+44.94
97.36' LT

296+15.23'
489.12' LT

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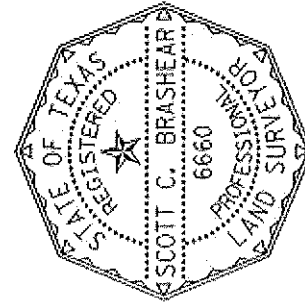
LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ⊞ PROPERTY LINE
- ⊞ RECORD INFORMATION
- ⊞ POINT OF BEGINNING
- ⊞ POINT OF COMMENCING
- ⊞ POINT OF REFERENCE
- ⊞ NOT TO SCALE
- ⊞ DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- ⊞ OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- ⊞ OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- ⊞ DISTANCE NOT TO SCALE
- ⊞ DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDS88 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 TITLE RESOURCES GUARANTY COMPANY, GE NO. 2011996, EFFECTIVE DATE MARCH 11, 2020, AND ISSUED DATE MARCH 31, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KPIRESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.



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.

4/28/20

DATE

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

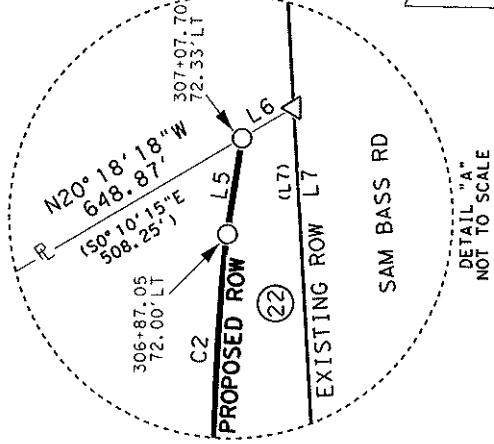
EXHIBIT "A"

- A** KEVIN JOHN LINDELL
VOL. 724, PG. 764
O.P.R. W.C. TX.
- B** JAMES M. SIBIGTROT
VOL. 724, PG. 764
D.R.W.C. TX.
- C** ROBERT SHIMANEK, III
AND ALEXANDRA SHIMANEK
HUSBAND AND WIFE
DOC. NO. 2017072622
O.P.R. W.C. TX.
- D** DAVID A. MAULDIN AND
MARTHA MAULDIN,
HUSBAND AND WIFE
DOC. NO. 2017118881
O.P.R. W.C. TX.
- E** DAVID ALLEN HUFF AND WIFE,
CAROLYN BUSSIE HUFF
CALLED 29,227 AC.
VOL. 670, PG. 555
D.R.W.C. TX.
- F** JOHN M. LINDELL
VOL. 617, PG. 825
D.R.W.C. TX.

LOT 3
RESUBDIVISION OF
LOTS 71 & 72
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET U, SLIDE 313
P.R.W.C. TX.

LOT 1
WALSH SUBDIVISION
DOC. NO. 2017048609
O.P.R. W.C. TX.

LOT 2
WALSH SUBDIVISION
DOC. NO. 2017048609
P.R.W.C. TX.



TRACT NO. 71
BRUSHY BEND PARK
SECTION II, PHASE II
VOL. 10, PG. 25
P.R.W.C. TX.

BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
RECORDED JUNE 21, 1994
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C. TX.

EXISTING	*20.752 AC.	ACQUIRE	1.937 AC.	REMAINING	18.815 AC.	LEFT
RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BRUCE E. GESSAMAN & WIFE, CAROLE D. GESSAMAN PARCEL 22 1.937 AC. (84,377 SQ. FT.)						

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



EXHIBIT "B"

Parcel 22

DEED

Corridor H/Sam Bass Road 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 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 **CAROLE D. GESSAMAN, Individually and as Independent Executor of the Estate of Bruce Edward Gessaman, Deceased**, 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"):

Being 1.937 acre (84,377 square feet) of land out of the JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, in Williamson County, Texas, and being out of the remainder of a 32.96-acre tract conveyed by deed in Volume 2553, Page 222, Official Records, Williamson County, Texas; said 1.937 acres being more particularly described by metes and bounds on Exhibit A attached hereto.

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 the City of Round Rock 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 H/Sam Bass Road.

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 pages follow]

GRANTOR:

Carole D. Gessaman, Individually and as Independent
Executor of the Estate of Bruce Edward Gessaman, Deceased

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Carole D. Gessaman, 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: