

REAL ESTATE CONTRACT

SH 29 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by LOUISE MARCOM and LON AND LAURA'S LEGACY, LLC, a Texas limited liability company (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 39.085 AC tract of land situated in the Richard West Survey, Abstract No. 643, Williamson County, Texas, and being out of the remnant portion of called 275.00 Acre tract of land conveyed to Louise Marcom, recorded in Document No. 2019112211 of the Official Public Records of Williamson County, Texas, and as more particularly described by Exhibit "A" attached hereto and incorporated herein;

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, or other leases 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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A", shall be the sum of ONE MILLION SEVEN HUNDRED NINEY-NINE THOUSAND SEVEN HUNDRED SIX and 00/100 Dollars (\$1,799,706.00).

2.01.1 As additional compensation, Purchaser shall pay the amount of EIGHTEEN THOUSAND SIX HUNDRED SIXTY and 00/100 Dollars (\$18,660) as payment for the cost to fence the proposed right of way line.

The total purchase price due and owing to Seller at closing shall be the amount of ONE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SIXTY-SIX and 00/10 Dollars (\$1,818,366).

Payment of Purchase Price

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

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees and represents: (i) that future driveway connections within the potential locations as shown and described on Exhibit "B" attached hereto and incorporated herein otherwise meet applicable access management and spacing criteria for allowable permitting to access the proposed SH 29 facilities proposed to be constructed or modified upon the Property, and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction or at other location agreed to in advance between Purchaser and Seller. Any final driveway station alignment locations shall be determined through permit issued by the applicable regulatory permitting agency for the proposed roadway facility. Seller shall be responsible for complying with all drainage culvert sizing or other required driveway permit design regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any such driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

2.04 As an obligation which shall survive the closing of this transaction, Seller agrees that within 120 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased 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.

**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 July 30, 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 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 at no cost to Seller to cause the Title Company to deliver 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, but shall otherwise be the responsibility of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance of the Property 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.

Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLERS:



LOUISE MARCOM

Address: 16250 W Hwy 29

Liberty Hill, TX 78642

Date: July 8, 2021

LON AND LAURA'S LEGACY, LLC,
a Texas limited liability company

By: Elbert Marcom


Name: Elbert Marcom

Its: Manager

Date: July 8, 2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Jul 20, 2021 14:27 CDT)

Bill Gravell Jr.
County Judge

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

Date: Jul 20, 2021 _____

County: Williamson
Tax ID: R108278
Highway: State Highway 29 Liberty Hill Bypass

METES AND BOUNDS DESCRIPTION

FOR A 39.085 ACRE TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO LOUISE MARCOM, RECORDED IN DOCUMENT NO. 2019112211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 39.085 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10221041.65, E=3042893.38) monumenting the northwest corner of said remnant portion of the 275.00 acre Marcom tract and an interior ell corner of the called 199 acre tract of land (Second Tract – Exhibit F) conveyed to Liberty Hill Land Partnership, Ltd., recorded in Document No. 2006079904 of the Official Public Records of Williamson County, Texas, being 157.12 feet right of Proposed State Highway 29 Liberty Hill Engineer's Baseline Station 275+76.36, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 68°57'48" E** with the north boundary line of said 275.00 acre Marcom tract and said southeasterly boundary line of said 199 acre Liberty Hill Land Partnership, Ltd. tract passing at a distance of 520.98 feet a 1/2" iron rod found, in all a total distance of **521.44 feet** to a calculated point on the calculated most northerly corner of said remnant portion of the 275.00 acre Marcom tract and the most easterly southeast corner of said 199 acre Liberty Hill Partnership, Ltd. tract, same being on the southwesterly right-of-way line of State Highway 29, being 363.86 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 275+55.04, for the northeast corner hereof, from which a TXDOT Type I monument found on the southwesterly boundary line of the called 19.9801 acre tract of land conveyed to Patrick Conner and Vanessa J. Conner, recorded in Document No. 2008060939 of the Official Public Records of Williamson County, Texas, same being on the northeasterly boundary line of the called 0.366 acre tract of land (Tract 2) conveyed to the State of Texas, recorded in Volume 415, Page 555 of the Deed Records of Williamson County, Texas, same being on the northeasterly right-of-way line of said State Highway 29, bears N 35°48'10" E for a distance of 159.01 feet;

THENCE, with said northeasterly boundary line of the 275.00 acre Marcom tract and said southwesterly right-of-way line of State Highway 29, the following three (3) courses and distances:

County: Williamson
Tax ID: R108278
Highway: State Highway 29 Liberty Hill Bypass

1. With a curve to the left an arc length of **362.10 feet**, said curve having a radius of **1960.10 feet**, a delta angle of **10°35'04"** and a chord which bears **S 57°04'36" E** for a distance of **361.58 feet** to a calculated point, being 600.67 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 277+84.36, for the end of this curve;
2. **S 62°22'39" E** for a distance of **55.24 feet** to a calculated point being 642.44 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 278+13.31, for the beginning of a curve to the left;
3. With said curve to the left an arc length of **281.25 feet**, said curve having a radius of **2914.80 feet**, a delta angle of **5°31'43"** and a chord which bears **S 65°08'41" E** for a distance of **281.14 feet** to a TXDOT Type I monument found monumenting the west corner of the called 0.386 acre tract of land (Tract 3) conveyed to the State of Texas, recorded in Volume 415, Page 608 of the Deed Records of Williamson County, Texas, being 869.06 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 279+41.17;

THENCE, continuing with said northeasterly boundary line of the remnant portion of the 275.00 acre Marcom tract, said southwesterly right-of-way line of said State Highway 29, and the southwesterly boundary line of said 0.386 acre State of Texas tract, with a curve to the left an arc length of **282.87 feet**, said curve having a radius of **4643.75 feet**, a delta angle of **3°29'24"** and a chord which bears **S 64°50'39" E** for a distance of **282.82 feet** to a calculated point being 1104.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 280+54.15, for the most easterly corner hereof, from which a TXDOT Type I monument found monumenting the end of said curve bears **S 71°08'02" E** for a distance of 1298.18 feet;

THENCE, through the interior of said remnant portion of the 275.00 acre Marcom tract, the following eight (8) courses and distances:

1. With a curve to the left an arc length of **606.82 feet**, said curve having a radius of **1005.00 feet**, a delta angle of **34°35'44"** and a chord which bears **N 83°53'13" W** for a distance of **597.65 feet** to a calculated point, being 526.13 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 279+38.72, for the end of this curve;
2. **S 78°48'55" W** for a distance of **351.21 feet** to a calculated point being 174.99 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 279+45.22;

County: Williamson
Tax ID: R108278
Highway: State Highway 29 Liberty Hill Bypass

3. **S 34°35'57" W** for a distance of **7.13 feet** to a calculated point being 170.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 279+49.99;
4. With a curve to the right an arc length of **194.02 feet**, said curve having a radius of **2670.00 feet**, a delta angle of **4°09'49"** and a chord which bears **S 07°42'30" E** for a distance of **193.98 feet** to a calculated point, being 170.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 281+31.66, for the end of this curve;
5. **S 05°37'36" E** for a distance of **274.15 feet** to a calculated point being 170.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 284+05.81;
6. **S 84°22'24" W** for a distance of **20.00 feet** to a calculated point being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 284+05.81;
7. **S 05°37'36" E** passing at a distance of 970.26 feet, a calculated point on the beginning of Control of Access being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 293+76.07, in all a total distance of **1193.48 feet** to a calculated point, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 295+99.29, for the beginning of a curve to the left;
8. With said curve to the left an arc length of **459.95 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **11°12'51"** and a chord which bears **S 11°14'01" E** for a distance of **459.22 feet** to a calculated point on the south boundary line of said 275.00 acre Marcom tract and the north boundary line of the called 93.02 acre tract of land (Tract 1) conveyed to M. R. Marcom, recorded in Volume 1119, Page 783 of the Official Records of Williamson County, Texas, same being on the approximate center of the South Fork San Gabriel River, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 300+88.60, for the southeast corner hereof;

THENCE, with the south boundary line of said remnant portion of the 275.00 acre Marcom tract, the north boundary line of said 93.02 acre Marcom tract and the approximate center of said South Fork San Gabriel River, the following eight (8) courses and distances:

County: Williamson
Tax ID: R108278
Highway: State Highway 29 Liberty Hill Bypass

1. **S 82°20'47" W** for a distance of **68.84 feet** to a calculated point being 82.02 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 300+77.24;
2. **S 85°58'43" W** for a distance of **176.56 feet** to a calculated point being 90.60 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 300+40.18;
3. **N 89°25'13" W** for a distance of **58.52 feet** to a calculated point being 146.81 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 300+24.66;
4. **N 86°52'57" W** for a distance of **39.27 feet** to a calculated point being 184.08 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 300+13.06;
5. **N 77°44'36" W** for a distance of **447.90 feet** to a calculated point being 588.72 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 298+46.29;
6. **N 71°34'08" W** for a distance of **259.79 feet** to a calculated point being 816.84 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 297+49.20;
7. **N 78°59'19" W** for a distance of **57.40 feet** to a calculated point being 870.82 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 297+34.58;
8. **N 85°24'03" W** for a distance of **106.54 feet** to a calculated point for the southwest corner of said remnant portion of the 275.00 acre Marcom tract, the northwest corner of said 93.02 acre Marcom tract, the southeast corner of said 199 acre Liberty Hill Land Partnership, Ltd. tract and the northeast corner of the called 0.877 acre tract of land (Exhibit K), conveyed to Liberty Hill Land Partnership, Ltd. recorded in said Document No. 2006079904, being 974.58 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 297+16.91, for the southwest corner hereof;

County: Williamson
Tax ID: R108278
Highway: State Highway 29 Liberty Hill Bypass

THENCE, with the west boundary line of said remnant portion of the 275.00 acre Marcom tract and said southeasterly boundary line of the 199 acre Liberty Hill Land Partnership, Ltd. tract, the following two (2) courses and distances:


1. **N 21°57'25" E** passing at a distance of 1367.86 feet an iron rod found with cap marked "Steger & Bizzell" being 337.36 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 285+50.32, in all a total distance of **1905.71 feet** to a 1/2" iron rod found being 87.61 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 280+71.49;
2. **N 21°02'53" W** for a distance of **475.19 feet** to the **POINT OF BEGINNING** hereof and containing 39.085 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.

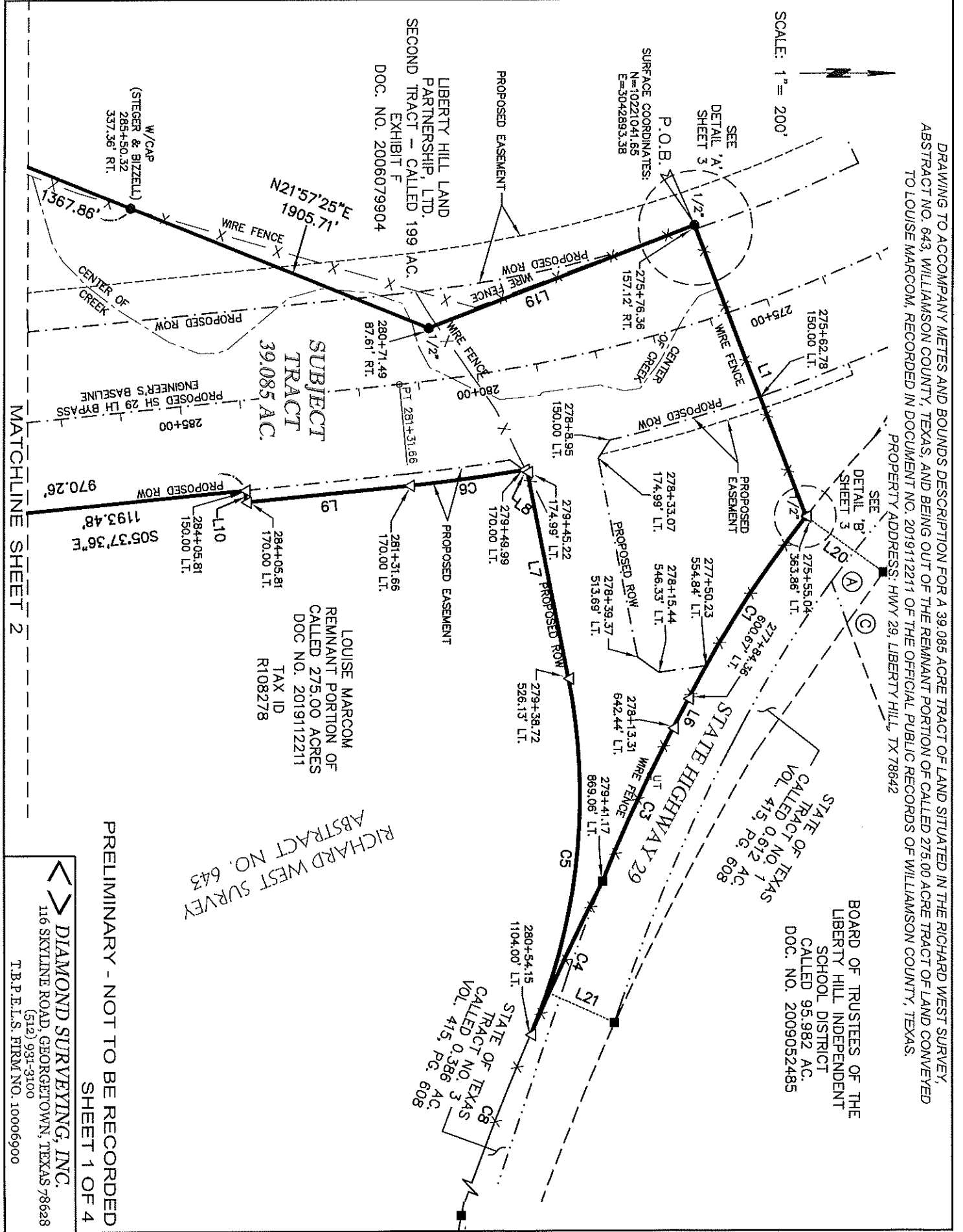
Date: June 9, 2021

PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

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.E.L.S. FIRM NUMBER 10006900

Z:\WCRB__2020 WA-3 SH29 ON-CALL\ROW MARCOM\PRELIMINARY SURVEY MARCOM\39.085 AC ROW PARCEL MARCOM TRACT - SH 29 REVISED m&b.doc



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 39.085 ACRE TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO LOUISE MARCOM, RECORDED IN DOCUMENT NO. 2019112211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: HWY 29, LIBERTY HILL, TX 78642

BOARD OF TRUSTEES OF THE
LIBERTY HILL INDEPENDENT
SCHOOL DISTRICT
CALLED 95.982 AC.
DOC. NO. 2009052485

RICHARD WEST SURVEY
ABSTRACT NO. 643

PRELIMINARY - NOT TO BE RECORDED
SHEET 1 OF 4

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 39.085 ACRE TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO LOUISE MARCOM, RECORDED IN DOCUMENT NO. 2019112211 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: HWY 29, LIBERTY HILL, TX 78642

MATCHLINE SHEET 1

LIBERTY HILL LAND PARTNERSHIP, LTD.
SECOND TRACT - CALLED 199 AC.
EXHIBIT F

DOC. NO. 2006079904

SCALE: 1" = 200'

RICHARD WEST SURVEY
ABSTRACT NO. 643

SUBJECT TRACT
39.085 AC.

FEMA ZONE 'AE'

FEMA ZONE 'X' (SHADED)

FEMA ZONE 'X'

COS
(NO PIPE)

PROPOSED SH. 29 LH BYPASS
ENGINEER'S BASELINE

N21°57'25"E
1905.71'
1367.86'
WIRE FENCE

BEGIN COA
293+41.39
150.00 RT.

BEGIN COA
293+76.07
150.00 LT.

PC 295+99.29
295+99.29
150.00 LT.

PROPOSED ROW

PROPOSED ROW

APPROXIMATE FEMA BFA 996

LOUISE MARCOM
REMNANT PORTION OF
CALLED 275.00 ACRES
DOC NO. 2019112211

TAX ID
R108278

FEMA ZONE 'AE'

CHAIN LINK FENCE

M. R. MARCOM
TRACT 1
CALLED 93.02 ACRES
VOL 119, PG. 783

FEMA ZONE 'AE'

HATCHED

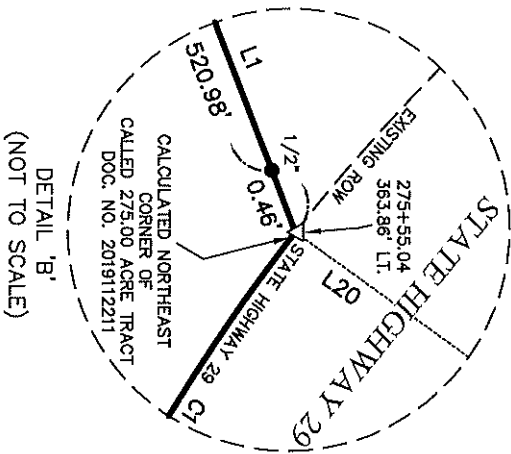
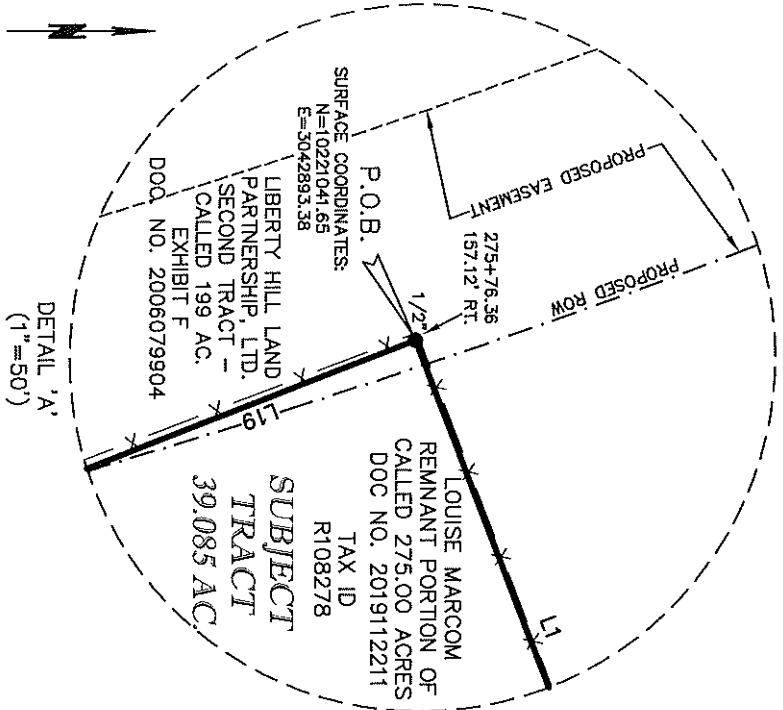
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

SHEET 2 OF 4

PRELIMINARY - NOT TO BE RECORDED

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 39.085 ACRE TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO LOUISE MARCOM, RECORDED IN DOCUMENT NO. 2019112211 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: HWY 29, LIBERTY HILL, TX 78642



LEGEND	
●	IRON ROD FOUND
■	TXDOT TYPE I MONUMENT FOUND
○	IRON ROD SET WITH CAP
▽	MARKED "DIAMOND SURVEYING
▽	CALCULATED POINT
▽	UNDERGROUND TELEPHONE MARKER
---	RIGHT-OF-WAY DEED LINE
- - -	CHAIN LINK FENCE
- X - X -	WIRE FENCE
- - - - -	APPROXIMATE FEMA LINE
- - - - -	PROPOSED RIGHT-OF-WAY
	CONTROL OF ACCESS
	CONCRETE DRAINAGE STRUCTURE
	T.O.B. TOP OF BANK
	FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
	BFE BASE FLOOD ELEVATION
	COA CONTROL OF ACCESS
	ROW RIGHT-OF-WAY
	LIBERTY HILL
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1960.10'	362.10'	10°35'04"	S57°04'36"E	361.58'
C3	2914.80'	281.25'	5°31'43"	S65°08'41"E	281.14'
C4	4643.75'	282.87'	3°29'24"	S64°50'39"E	282.82'
C5	1005.00'	606.82'	34°35'44"	N83°53'13"W	597.65'
C6	2670.00'	194.02'	4°09'49"	S07°42'30"E	193.98'
C7	2350.00'	459.95'	11°12'51"	S11°14'01"E	459.22'
C8	4643.75'	1302.44'	16°04'11"	S71°08'02"E	1298.18'

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 39.085 ACRE TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO LOUISE MARCOM, RECORDED IN DOCUMENT NO. 2019112211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: HWY 29, LIBERTY HILL, TX 78642

NOTES:

1) 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 OF 1.00014.

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

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' AREAS OF MINIMAL FLOOD HAZARD, ZONE 'X' SHADED, AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE OF LESS THAN ONE SQUARE MILE, ZONE 'AE' WITH BRE OR DEPTH AND ZONE 'AE' HATCHED, REGULATORY FLOODWAY, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0240F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: Williamson County, 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 January 15, 2021. 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 1B, CONDITION III STANDARD LAND 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.

PRELIMINARY - NOT TO BE RECORDED

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

JUNE 9, 2021

DATE

LINE	BEARING	DISTANCE
L1	N68°57'48"E	521.44'
L6	S62°22'39"E	55.24'
L7	S78°48'55"W	351.21'
L8	S34°35'57"W	7.13'
L9	S05°37'36"E	274.15'
L10	S84°22'24"W	20.00'
L11	S82°20'47"W	68.84'
L12	S85°58'43"W	176.56'
L13	N89°25'13"W	58.52'
L14	N86°52'57"W	39.27'
L15	N77°44'36"W	447.90'
L16	N71°34'08"W	259.79'
L17	N78°59'19"W	57.40'
L18	N85°24'03"W	106.54'
L19	N21°02'53"W	475.19'
L20	N35°48'10"E	159.01'
L21	N24°21'10"E	120.49'

RECORD DEED INFORMATION SHEET 1

(A) RIGHT-OF-WAY DEED
STATE OF TEXAS
STATE HIGHWAY 29
TRACT NO. 2 - CALLED 0.366 AC.
VOL. 415, PG. 555

(B) LIBERTY HILL LAND
PARTNERSHIP, LTD.
CALLED 0.877 AC. - EXHIBIT K
DOC. NO. 2006079904

(C) PATRICK CONNER AND
VANESSA J. CONNER
CALLED 19.9801 AC.
DOC. NO. 2008060939

SHEET 4 OF 4

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

DEED

SH 29 Bypass Right of Way

THE STATE OF TEXAS

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§
§

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 LOUISE MARCOM and LON AND LAURA'S LEGACY, LLC, a Texas limited liability company, 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 39.085 AC tract of land situated in the Richard West Survey, Abstract No. 643, Williamson County, Texas, and being out of the remnant portion of called 275.00 Acre tract of land conveyed to Louise Marcom, recorded in Document No. 2019112211 of the Official Public Records of Williamson County, Texas, and as more particularly described by Exhibit "A" attached hereto and incorporated herein.

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 and/or the State of 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 SH 29 Bypass.

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee or the State of Texas from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the Control of Access ("COA") line set out in Exhibit "A". Grantor acknowledges that such access on and off the proposed roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns and/or the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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:

Louise Marcom

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Louise Marcom, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

LON AND LAURA'S LEGACY, LLC,
a Texas limited liability company

By: _____
Elbert Marcom
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Elbert Marcom, in the capacity and for the purposes and consideration recited therein.

PREPARED IN THE OFFICE OF:

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

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

4.