

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JOSEPH GEORGE GOERGEN and BARBARA ANNE GOERGEN, Trustees of the Goergen Family Trust Dated October 15, 2008 (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.073 of an acre (3,183 sq. ft.) tract of land out of the W. Kinkaid Survey, Abstract No. 374, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 55**); and

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 THIRTY-SEVEN THOUSAND ONE HUNDRED SEVEN and 00/100 Dollars (\$37,107.00).

Payment of Purchase Price

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

Special Provisions

2.03. Replacement Driveway Surface Material. As additional consideration for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall at its own expense cause any reconstruction of Seller's existing driveways which are required by Purchaser's proposed Sam Bass roadway construction project to be completed with exposed aggregate surface material specification to match the existing driveway surface as closely as reasonably possible.

By execution of this agreement Seller allows Purchaser, its contractors and agents to temporarily access the remaining property of Seller only in the limited area and for the minimum time necessary to carry out the obligations of this paragraph and completion of any connection with existing driveway grades and material.

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 31, 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

**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:

*Joseph George Goergen
By Barbara Anne Goergen
as attorney-in-fact*

Joseph George Goergen. Trustee of the
Goergen Family Trust Dated
October 15, 2008

Address: 2200 Great Oaks Drive
Round Rock, Texas 78681

Date: 7-28-21


Barbara Anne Goergen

Barbara Anne Goergen. Trustee of the
Goergen Family Trust Dated
October 15, 2008

Date: 7-28-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Aug 4, 2021 08:33 CDT)
Bill Gravell, Jr
County Judge

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

Date: Aug 4, 2021

EXHIBIT "A"

County: Williamson
Parcel No.: 55
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 6
November 1, 2019

PROPERTY DESCRIPTION FOR PARCEL 55

DESCRIPTION OF A 0.073 ACRE (3,183 SQ. FT.) PARCEL LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO JOSEPH GEORGE GOERGEN AND BARBARA ANNE GOERGEN, TRUSTEES OF GOERGEN FAMILY TRUST DATED OCTOBER 15, 2008, RECORDED OCTOBER 17, 2008, IN DOCUMENT NO. 2008079392, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.073 ACRE (3,183 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road) a variable width right-of-way, no record information found, for the northeast corner of Lot 17 of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, O.P.R.W.C.TX., same being the northwest corner of Lot 18 of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of Lot 19, of said Great Oaks Subdivision, described in a deed to The JHK Trust, recorded in Document No. 2016030052, O.P.R.W.C.TX.;

THENCE S 32°12'52" W, departing the existing south right-of-way of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road a distance of 1.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68;

THENCE S 55°04'08", continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, a distance of 204.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the common line of said Lot 19 and of Lot WW, of said Great Oaks Subdivision, as owned by Aqua Texas, INC., as per Williamson County Appraisal District, Parcel Identification No. R35351;

THENCE S 55°04'08" E, departing the common line of said Lot 19 and Lot WW, continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot WW, a distance of 96.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,711.12, E=3,113,460.04) set 19.00 feet right of Sam Bass Road E.C.S. 338+66.47, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 55
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 6
November 1, 2019

1) **THENCE** N 52°00'16" E, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 1, crossing at a distance of 9.17 feet the west line of a 5-foot wide Road Widening Easement show on the said Great Oaks subdivision plat, and continuing for a total distance of 15.27 feet to a calculated point on the existing south right-of-way line of said Sam Bass Road;

THENCE departing the common corner of said Lot WW and said Lot 1, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of said 5-foot wide Road Widening Easement, the following two (2) courses and distances numbered 2-3:

2) S 57°21'54" E, a distance of 108.85 feet to a calculated point, and

3) S 53°54'54" E, a distance of 152.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 341+30.79 on the proposed south right-of-way line of said Sam Bass Road, for the east corner of the parcel described herein, said point being the beginning to a curve to the right,

THENCE departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 1, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, crossing at an arc distance of 36.73 feet the south line of said 5-foot wide Road Widening Easement, and continuing for a total arc distance of 253.37 feet, through a central angle of 07°11'25", having a radius of 2,019.00 feet, and a chord that bears N 58°39'51" W, a distance of 253.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 338+79.80, and

INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 55
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 3 of 6
November 1, 2019

5) N 55°04'08" W, a distance of 13.33 feet to the **POINT OF BEGINNING**, and containing 0.073 acres (3,183 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 TRAVIS §

That I, Marvin Dearbonne Jr., 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.

Preliminary

11/01/2019 1:19:54 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

EXHIBIT "A"

(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)

EXISTING R.O.W.

557° 41' 08" E 158.93'

(N56° 26' W 158.91')

335+00

C.R. 175 (SAM BASS RD)

SAM BASS ROAD
ENGINEER'S CENTERLINE

555° 04' 08" E 373.81'

337+00

W. KINGAD SURVEY
ABSTRACT 574

337+87.70
19.00' RT

PROPOSED R.O.W. 555° 04' 08" E 204.33'

(N56° 26' W 204.07')

337+70.01
19.00' RT

CHAD FRERS & BRANDI FRERS
DOC. NO. 2008037823
O. P. R. W. C. TX.

LOT 17
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P. R. W. C. TX.

CHAD TAYLOR & JENNIFER TAYLOR
DOC. NO. 2009040031
O. P. R. W. C. TX.

LOT 18
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P. R. W. C. TX.

THE JHK TRUST
DOC. NO. 2016030052
O. P. R. W. C. TX.

LOT 19
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P. R. W. C. TX.

J. H. DILLARD SURVEY
ABSTRACT 179

ENGINEER'S CENTERLINE
CURVE DATA
PT. STG 333+17.87
N = 101.163 041.47
E = 301.132 020.24
Δ = 101.431 920.24
D = 201.48 96.11" (RT)
L = 271.35
R = 377.35'
PC = 2,000.00'
PT = 331+28.64
PT STG 335+05.99

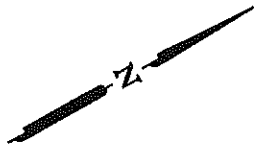
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S55° 04' 08" E	96.46'

FILE: \\samin\c\us\PROJECTS\1017038216\100\SURVEY\03EXHIBITS\55\PLAT\00\p-55_SHEET2.dgn
EXISTING *1.919 AC. ACQUIRE 0.073 AC. REMAINING 1.846 AC. RIGHT

REF. FIELD NOTE NO. 45986
PAGE 4 OF 6

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Real Estate License No. 10062000

EXHIBIT "A"

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
TRACT 1 CALLED
REMAINDER OF A CALLED
23.859 AC.
DOC. NO. 2004019077
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Std 341+83.41
N = 10,168,568.38
E = 3,113,697.61
D = 17°15'49.82" (LT)
L = 602.66'
T = 303.61'
R = 2,000.00'
PC Std 338+79.80
PT Std 344+82.42

C.R. 175 (SAM BASS RD)

SAM BASS ROAD
ENGINEER'S CENTERLINE

PROPOSED R.O.W.
(0.073 AC.)

(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)

EXISTING R.O.W.
C1

JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
TRUSTEES OF GOERGEN FAMILY
TRUST DATED OCTOBER 15, 2008
RECORDED OCTOBER 17, 2008
DOC. NO. 2008079392
O.P.R.W.C. TX.

LOT 1
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C. TX.

W. KINCAID SURVEY
ABSTRACT 574

GREAT OAKS DRIVE
(60' R.O.W. PER PLAT
CABINET B, SLIDE 372
P.R.W.C. TX.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N52°00'16"E	15.27'
L3	S57°21'54"E	108.85'
L4	S53°54'54"E	152.82'
L5	N55°04'08"W	13.33'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°11'25" RT	2,019.00'	253.37'	253.21'	N58°39'51"W



FILE: \\sami\eng\users\PROJECTS\1017038216\100\Survey\03E\h1b\155\PLAT\004P-55.dgn
EXISTING *1.919 AC. ACQUIRE 0.073 AC. REMAINING 1.846 AC. LEFT
REF. FIELD NOTE NO. 45986
PAGE 5 OF 6



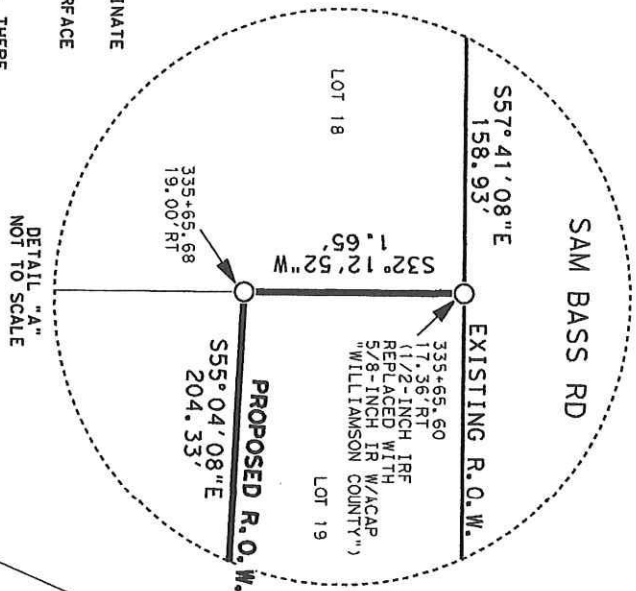
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Reg. No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 SQ. FT.)

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
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



[A]

GREAT OAKS DR
100' ROW
DEDICATED IN PLAT
CAB. C, SLIDE 303
DOC. NO. 1977003005
P.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
WATER TREATMENT FACILITY
- PRIVATE DRIVE

[B]

AQUA TEXAS, INC.
AS PER WILLIAMSON COUNTY
APPRAISAL DISTRICT
PARCEL IDENTIFICATION NUMBER R35351
LOT WW
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.

JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN,
TRUSTEES OF GOERGEN FAMILY
TRUST DATED OCTOBER 15, 2008
RECORDED OCTOBER 17, 2008
DOC. NO. 2008079392
O.P.R.W.C.TX.

LOT 1
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.

(55)

PARENT TRACT
NOT TO SCALE

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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRRIESE, 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.

Preliminary

11/01/2019 1:20:00 PM

DATE

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

FILE: \\sgm1\eng\us\PROJECTS\1017038216\100\survey\03EXHIBIT\55\PLAT\00VP-55.dgn

EXISTING	*1.919 AC.	ACQUIRE	0.073 AC.	REMAINING	1.846 AC.
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PAGE 6 OF 6
REF. FIELD NOTE NO. 45986



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Reg. No. 10084300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 SQ. FT.)

EXHIBIT "B"

Parcel 55

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 JOSEPH GEORGE GOERGEN and BARBARA ANNE GOERGEN, TRUSTEES of the GOERGEN FAMILY TRUST Dated October 15, 2008, 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 0.073 (3,183 Sq. Ft.) tract of land in the W. Kincaid Survey, Abstract No. 374, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 55)

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:

Joseph George Goergen, Co-Trustee of the
Georgen Family Trust Dated October 15, 2008

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Joseph George Goergen, Co-Trustee of the Georgen Family Trust Dated October 15, 2008, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Barbara Anne Goergen, Co-Trustee of the
Georgen Family Trust Dated October 15, 2008

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Barbara Anne Goergen, Co-Trustee of the Georgen Family Trust Dated October 15,
2008, 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: