

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

**AGREEMENT FOR
SALE OF PROPERTY FOR LESS THAN FAIR MARKET VALUE
UNDER SECTION 272.001(I) OF THE TEXAS LOCAL GOVERNMENT CODE**

This is an agreement between Round Rock Independent School District, a political subdivision of the State of Texas, hereinafter sometimes referred to as “Grantor” or “District,” and Williamson County, Texas, another political subdivision of the State of Texas, hereinafter sometimes referred to as “Grantee” or “County,” for a sale of the real property hereinafter described and pursuant to subsection (I) of Section 272.001 of the Texas Local Government Code. Together, Grantor and Grantee are referred to herein as the “Parties.”

The Parties acknowledge and agree that a political subdivision (here, the District) may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision (here, the County) if the following conditions apply, to wit:

- (1) The land or interest will be used by Grantee in carrying out a purpose that benefits the public interest of the Grantor;
- (2) The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
- (3) The title and right to possession of the land or interest **revert** to the Grantor if the Grantee ceases to use the land or interest in carrying out the public purpose.

The Parties hereby agree that, within thirty (30) days after the full execution of this agreement (Effective Date), District shall deliver an executed No-Warranty Deed to the County, subject to the terms and conditions of this agreement, for conveyance of the hereinafter described real property which is required for construction of the specified improvements described herein under “**Fee Simple Determinable Conditions.**” The form of the deed granted to County shall be as shown in Exhibit “E” attached hereto.

By resolution of District’s Board of Trustees dated October 21st, 2021, District, as Grantor, has determined that the real property to be sold to County, as Grantee, for less than fair market value shall carry out a purpose that benefits the public interest of the District and that the sale shall be made under terms that effect and maintain the public purpose for which the sale is made.

THE REAL PROPERTY DESCRIPTION that is the subject of this agreement:

All of that certain 0.123 acre (5,351 square feet) parcel of land located in the W. Kinkaid Survey, Abstract No. 374, Williamson County, Texas, being a portion of a called 40.41 acre tract of land, described in a deed to Round Rock Independent School District, recorded December 1, 2004, in Document No. 2004092517, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said 0.123 acre (5,351 square feet) parcel as shown on a plat prepared by Sam, LLC, being more particularly described by metes and bounds in Exhibit “A” hereof, which is

attached hereto and incorporated herein for all purposes, hereinafter sometimes referred to herein as the “**Property.**”

FENCING: In return for execution and delivery of the No-Warranty Deed, County agrees that, prior to beginning work on the IMPROVEMENTS described herein (including but not limited to improvement of storm water drainage ditch and grading), County shall at its sole cost and expense cause temporary fencing to be installed and maintained along the northern boundary of the temporary construction area and a portion of the Property boundary, in the locations more specifically as identified in Exhibits “B” and “D,” attached hereto. Prior to final completion of the construction of the IMPROVEMENTS, County shall at its sole cost and expense cause permanent perimeter boundary fencing to be reinstalled or reconstructed with substantially similar material and design along the existing northern existing right of way boundary line and portions of the new Property right of way boundary line, in the locations more specifically identified in Exhibits “B” and “D” attached hereto.

County shall be responsible for all fees and costs to clear title to the Property (*except for Grantor’s attorney’s fees in the development of this agreement*), including recording fees. If requested, District shall provide reasonable, non-adversarial assistance to County and its Title Company with any curative measures or mortgage lien partial release required in order to transfer title of the said Property free and clear of any monetary liens.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property to be conveyed under this agreement is accepted by County under the statutory requirements of subsection (l) of Section 272.001 of the Texas Local Government Code, as also set out above, and conditioned on County meeting the following prerequisites at County’s sole cost and expense:

The Property shall be used for roadway improvements along Sam Bass Road/Corridor H, by widening Sam Bass Road; establishing a signal-controlled egress and ingress to Grantor’s adjacent property; improving pedestrian pathways as more fully described in Exhibit “C;” improving water drainage on Grantor’s adjacent property as hereinafter described; and alleviating traffic congestion adjacent to Grantor’s campus. Together, these Fee Simple Determinable Conditions are also referred to herein as “**IMPROVEMENTS.**” After completion of said IMPROVEMENTS, the Property shall be used and maintained as a public road and related transportation facility appurtenances. An affidavit stating that the conditions have been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the conditions have been satisfied, and Grantee and third parties may rely on same.

Improvement of storm water drainage shall be accomplished through County’s construction of a ditch and grading on District’s property as more fully described in Exhibit “D.” County shall be permitted access to the District’s property for the limited purpose of the construction of the ditch and grading that shall cause water drainage to flow to a natural waterway large enough to adequately convey Williamson County roadway manual design criteria storm flow capacity that may collect in the ditch. Unless otherwise allowed by law or by granted easement rights, County agrees that the water drainage via the ditch shall not change the natural course of any branch, creek, or stream and shall not harm other property owners in

violation of any Texas law. In the event that an unauthorized change does occur to the natural course of any such branch, creek, or stream because of water drainage from the ditch or in the event that harm is caused to other property owners because of such water drainage, either of which is a direct and proximate result of inadequate or negligent design or initial construction of the drainage facility by the County, County shall be solely responsible therefore and shall make the appropriate corrections to the ditch at County's sole cost and expense.

District agrees to retain ownership of the ditch upon completion of the ditch by County. County shall have no further responsibility for maintaining the ditch following completion except as otherwise provided herein. The Parties agree and understand that retaining ownership of the ditch by the District shall not relieve County of its responsibilities for the proper design and/or construction of the ditch under law and/or under this agreement.

County shall preserve and maintain the IMPROVEMENTS on the Property owned by County and public purpose for which the sale of the Property to Grantee is made. In the event that Grantee does not meet or maintain the **Fee Simple Determinable Conditions** as set out above and in Grantor's No-Warranty Deed to Grantee, the Property shall automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor.

Grantee agrees that the Property to be conveyed to Grantee under this agreement shall not be developable for other purposes than the herein described public purpose benefiting the public interest of Grantor.

Grantee shall complete the IMPROVEMENTS on or before December 31, 2026, provided that Grantee has not obtained an extension or postponement of the IMPROVEMENTS in writing from Grantor, which shall not be unreasonably withheld. In any event, the Parties agree that an extension or postponement of the IMPROVEMENTS shall not be granted and the Property shall not have been used by Grantee in carrying out a purpose that benefits the public interest of Grantor if the IMPROVEMENTS have not been completed by December 31, 2031.

OTHER TERMS and CONDITIONS:

Ad Valorem Taxes: Property owned by the Parties is exempt under Texas Property Tax Code § 11.11. Grantor assumes no responsibility for ad valorem taxes for any period, rollback, or otherwise, not otherwise imposed on it by law.

Counterparts: This agreement may be executed in multiple counterparts, each of which is an original, whether or not all Parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all Parties.

Environmental Matters: After closing, as between Grantor and Grantee, the risk of liability or expense for environmental problems, if any, even if arising from events before closing, shall be the sole responsibility of Grantee, regardless of whether the environmental conditions were known

or unknown at closing. Once closing has occurred, Grantee releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee releases Grantor from any liability for environmental problems affecting the Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

Effective Date: The effective date of this agreement is the later of the Dates of Approval shown herein following the signatures of the Parties to this agreement.

Exhibits: All exhibits to this agreement are incorporated into it by reference for all purposes as if fully set forth herein.

Federal Law Application: The Parties confirm and acknowledge that the District has been informed by County of District's entitlement to receive fair market value payment for the proposed transaction independent of Section 272.001(I) of the Texas Local Government Code, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Chapter 61), and that it is the District's intention and desire to waive its right and entitlement to receive fair market value monetary compensation under the federal law which may be allowed in addition to the Property project construction design elements and fence replacement items provided by the County, and chooses to sell the Property (subject to Section 2701.001(I) of the Texas Local Government Code) and under the terms and conditions of this agreement so that the proposed roadway construction project may proceed in a timely fashion.

Integration: This written agreement and all representations made in it embody the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no oral agreements between the Parties.

Jurisdiction: See "Texas Law and Jurisdiction."

Severability: If a provision of this agreement is unenforceable for any reason, to the extent the unenforceability does not prevent or interfere with the Fee Simple Determinable Conditions, the unenforceability does not affect any other provision of this agreement, and this agreement is to be construed as if the unenforceable provision is not a part of the agreement.

Successors: This agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each of the party. This clause does not authorize any assignment not otherwise authorized.

Survival: The provisions of this agreement that expressly survive termination or closing and other obligations of this agreement that cannot be performed before termination of this agreement or before closing survive termination of this agreement or closing, and the legal doctrine of merger does not apply to these matters. If Grantee fails to perform any of its obligations under this

agreement that survive closing, Grantor shall have all rights and remedies available at law or in equity.

Texas Law and Jurisdiction: The Parties acknowledge that this agreement shall be construed and governed in accordance with the laws of the State of Texas and the rules, orders and regulations imposed on the District in effect at the time of the execution of this agreement. If any legal action is filed pursuant to this agreement, such action must be filed in a court of competent jurisdiction in Williamson County, Texas.

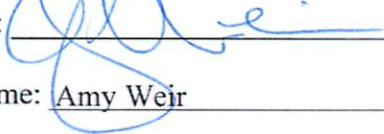
Title and Survey: No independent title search has been conducted. Grantee is advised that it should either have an abstract of title covering the Property examined by an attorney of Grantee’s own selection or obtain a policy of title insurance.

Warranties: Grantor has made no warranty in connection with this agreement. The Property shall be conveyed to Grantee in an “As Is, Where Is” condition, with all faults. Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of Texas Property Code § 5.023 or any successor statute or otherwise.

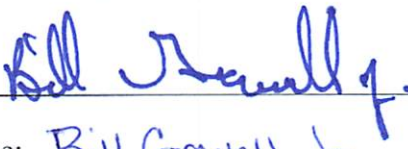
Waiver of Rights: No express or implied waiver by any party of any default shall be a waiver of any future or subsequent default. The failure or delay of any party in exercising any rights granted it hereunder shall not constitute a waiver of any such right and any single or partial exercise of any particular right by such party shall not exhaust the same or constitute a waiver of any other right provided herein.

IN WITNESS WHEREOF, this agreement is approved by action of the District’s Board of Trustees on October 21st, 2021, and approved by action of the County’s Commissioners Court on _____, 2021; and shall become effective on the later of the Dates Signed shown below.

**ROUND ROCK
INDEPENDENT SCHOOL DISTRICT**
by and through its Board of Trustees

By: 
Name: Amy Weir
Title: President, Board of Trustees
Date Signed: 10/21/21

WILLIAMSON COUNTY, TEXAS
by and through its Commissioners Court

By: 
Name: Bill Gravell, Jr
Title: County Judge
Date Signed: 11/09/2021

APPROVED AS TO FORM:

, counsel for Grantor
_____, counsel for Grantee

EXHIBIT "A" FOLLOWS
(4 Pages)

EXHIBIT "A"

County: Williamson
Parcel No.: 59
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
September 17, 2021

PROPERTY DESCRIPTION FOR PARCEL 59

DESCRIPTION OF A 0.123 ACRE (5,351 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 40.41 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT, RECORDED DECEMBER 1, 2004 IN DOCUMENT NO. 2004092517, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.123 ACRE (5,351 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 stamped "CUNNINGHAM ALLEN INC" found 1,152.08 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 361+96.83 on the existing west right-of-way line of Walsh Ranch Boulevard (BLVD.), a 65 foot wide right-of-way, per plat recorded in Document No. 2006013292, O.P.R.W.C.TX.;

THENCE S 22°40'34" W, with the existing west right-of-way of said Walsh Ranch Blvd., a distance of 1,019.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,203.81, E=3,115,273.61) set 188.98 feet left of Sam Bass Road E.C.S 357+70.03 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and POINT OF BEGINNING of the parcel described herein;

1) THENCE S 22°40'34" W, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the existing west right-of-way of said Walsh Ranch Blvd., a distance of 71.55 feet to a calculated point, for the northeast corner of Lot 2, Block J, Landscape Lot Walsh Ranch, Section One, a subdivision of record in Cabinet BB, Slide 196, O.P.R.W.C.TX., described in a deed to The Walsh Ranch Owner's Association, Inc., recorded in Document No. 2017010586, O.P.R.W.C.TX., same being the most easterly southeast corner of said 40.41 acre tract and the parcel described herein;

THENCE departing the existing west right-of-way of said Walsh Ranch Blvd., with the common line of said 40.41 acre tract and said Lot 2, the following two (2) courses and distances numbered 2-3:

- 2) N 67°19'23" W, a distance of 50.01 feet to a calculated point, for the northwest corner of said Lot 2, and
- 3) S 22°40'37" W, a distance of 53.81 feet to a calculated point on the existing north right-of-way of Sam Bass Road, a variable width right-of-way, as described to Williamson County in Document No. 2005063737, O.P.R.W.C.TX., for the southwest corner of said Lot 2, same being the most southerly southeast corner of said 40.41 acre tract and the southeast corner of the parcel described herein, said point being the beginning of a curve to the right, from which a 1/2-inch iron rod found bears S 28°00'02" W, a distance of 0.94 feet;

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 05' 38" RT	940.12'	67.17'	67.16'	N70° 07' 30" W
(C1)	(04° 05' 38" RT)	(940.00')	(67.16')	(67.15')	(S70° 07' 27" E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S22° 40' 34" W	71.55'
L2	N67° 19' 23" W	50.01'
(L2)	(S67° 19' 23" E)	(50.00')
L3	S22° 40' 37" W	53.81'
(L3)	(N22° 40' 37" E)	(53.80')
L4	N67° 14' 15" W	11.77'
(L4)	(S67° 14' 12" E)	(452.48')
L5	N67° 43' 40" E	182.07'

ENGINEER'S CENTERLINE

CURVE DATA
 PI ST 0 357.9556
 P = 10115.248187
 E = 22° 14' 26.17" (LT)
 D = 05° 43' 46.48"
 T = 388.17'
 R = 196.55'
 PC ST 0 1000.00'
 P = 355.89.00
 PT ST 0 359.87.17

W. KINCAID SURVEY
 ABSTRACT 374

ROUND ROCK INDEPENDENT
 SCHOOL DISTRICT
 RECORDED DECEMBER 1, 2004
 CALLED 40.41 AC.
 DOC. NO. 2004092517
 O.P.R.W.C.TX.

UTILITY EASEMENT
 VOL. 646, PG. 315
 D.R.W.C.TX.

EXISTING R.O.W.

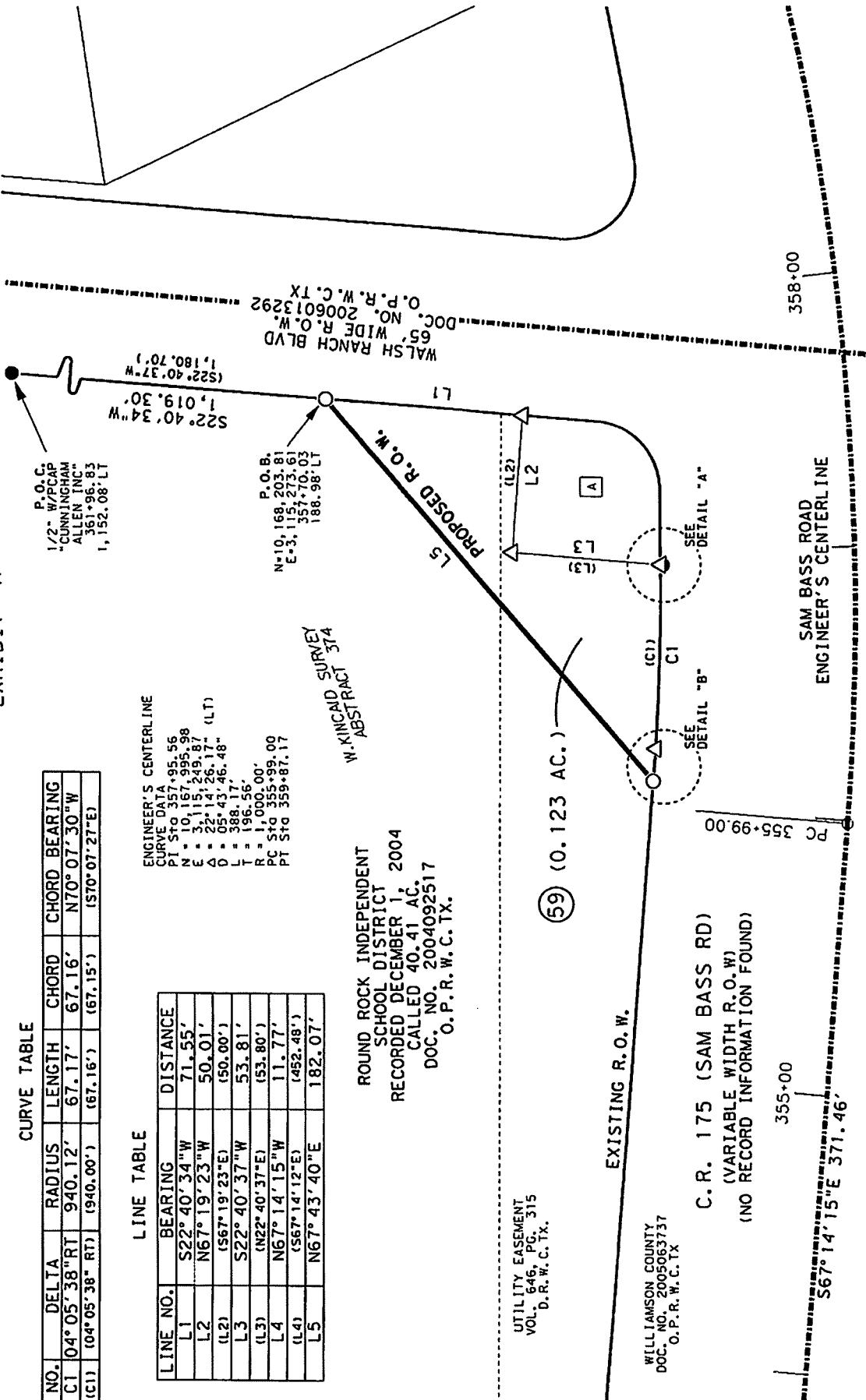
WILLIAMSON COUNTY
 DOC. NO. 2005053737
 O.P.R.W.C.TX.

C.R. 175 (SAM BASS RD)
 (VARIABLE WIDTH R.O.W)
 (NO RECORD INFORMATION FOUND)

355+00
 S67° 14' 15" E 371.46'



WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\apps\PROJECTS\1017038216\100\SURVEY\03EXHIBIT+59\PLAT\02NP-59.dgn
 EXISTING 40.41 AC. ACQUIRE 0.123 AC. REMAINING 40.287 AC. LEFT

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 ROUND ROCK INDEPENDENT
 SCHOOL DISTRICT
 PARCEL 59
 0.123 AC. (5,351 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 "A"

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)

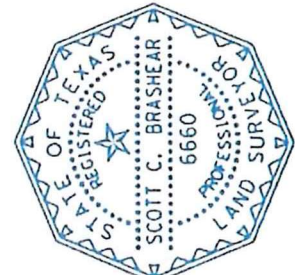
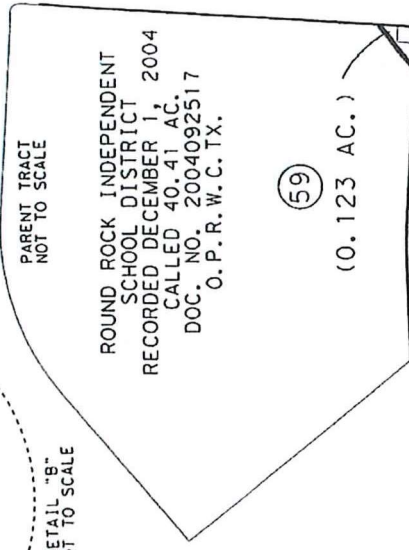
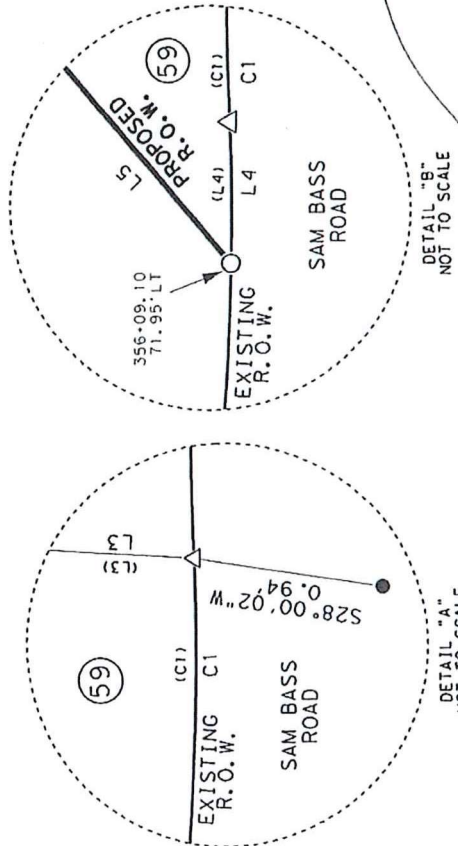
SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952124, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 19, 2019, AND ISSUED DATE JANUARY 2, 2020.

- 1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

THE WALSH RANCH
OWNER'S ASSOCIATION, INC.
DOC. NO. 2017010586
O.P.R.W.C.TX.

LOT 2, BLOCK J
LANDSCAPE LOT
SECTION 06,
RANGE 06,
CABINETS, B.B. SLIDE 196
O.P.R.W.C.TX.



- NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDB88 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, GF NO. 1952124, EFFECTIVE DATE DECEMBER 19, 2019, AND ISSUED DATE JANUARY 2, 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 REFRIESE. 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.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY." MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

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.

Scott C. Brashear
9-17-2021
DATE

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

FILE: \\saminc\apps\PROJECTS\1017038216\100\Survey\03Exhibits\59\PLAT\02\p-59.dgn	EXISTING 40.41 AC.	ACQUIRE 0.123 AC.	REMAINING 40.287 AC. LEFT
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 100664500			RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF ROUND ROCK INDEPENDENT SCHOOL DISTRICT PARCEL 59 0.123 AC. (5,351 SQ. FT.)

EXHIBIT "B" FOLLOWS
(1 Page)

EXHIBIT "C" FOLLOWS
(9 Pages)

EXHIBIT "C"

(Agreement for Sale of Property for Less than Fair Market Value Under Section 272.001(l) of the Texas Local Government Code)

9 Pages

WILLIAMSON COUNTY

**CORRIDOR H - SAM BASS ROAD
PRECINCT NUMBER 1**
Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 13,414.85 FT (2.541 MILES)
NET LENGTH OF BRIDGE = 35.00 FT (0.007 MILES)
NET LENGTH OF PROJECT = 13,449.85 FT (2.547 MILES)

LIMITS: FROM RN 1431 TO 925' WEST OF WYOMING SPRINGS ROAD

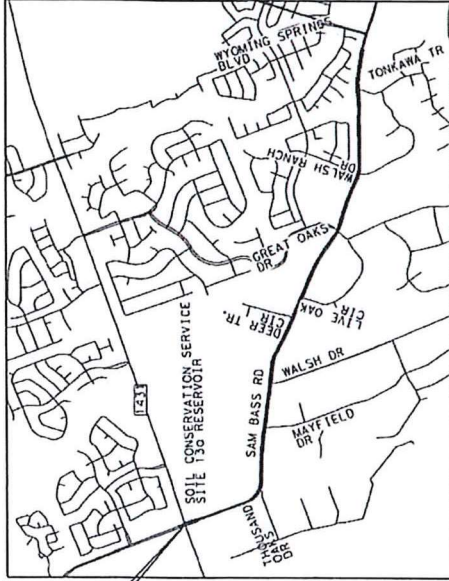
FOR THE CONSTRUCTION OF EARTHWORK, GRADING,
BASE, HMA, SURFACING, BRIDGE,
DRAINAGE STRUCTURES, WATER QUALITY FACILITIES,
SIGNALIZATION, SHARED USE PATH, SIGNING AND PAYMENT
MARKINGS

ROADWAY	CLASSIFICATION	DESIGN SPEED
SAM BASS ROAD	URBAN MINOR ARTERIAL	45 MPH
THOUSAND OAKS DR	LOCAL	25 MPH
MAYFIELD DR	LOCAL	30 MPH
WALSH DR	LOCAL	30 MPH
DEER TRAIL CIR	LOCAL	30 MPH
GREAT OAKS DR	COLLECTOR	35 MPH
WALSH RANCH DR	LOCAL	25 MPH
ARROWHEAD DR	LOCAL	25 MPH
TONKAWA TR	LOCAL	25 MPH

2018 ADT 18,560; 2040 ADT 150,850
% TRUCKS = 2%
DIRECTIONAL DISTRIBUTION = 49/51
DRY = 5085
TERRAIN: LEVEL

**90%
SUBMITTAL**

END PROJECT
STA. 391+30.84



VICINITY MAP
N. T. S.

EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A
WATERSHED: BELUSHY CREEK
AREA OF DISTURBANCE: 24.27 AC



APPROVED BY: WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE

APPROVED BY: WILLIAMSON COUNTY

COMMISSIONER TERRY COOK
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 1

APPROVED BY: HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

INTERIM REVIEW
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF
DANIEL J. CRYAN, P.E. (L1212) OR (L1212/2021)
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

PREPARED BY: K-FRIESE + ASSOCIATES, INC.

DANIEL J. CRYAN, P. E.
PROJECT MANAGER



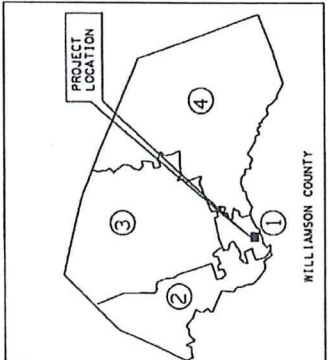
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

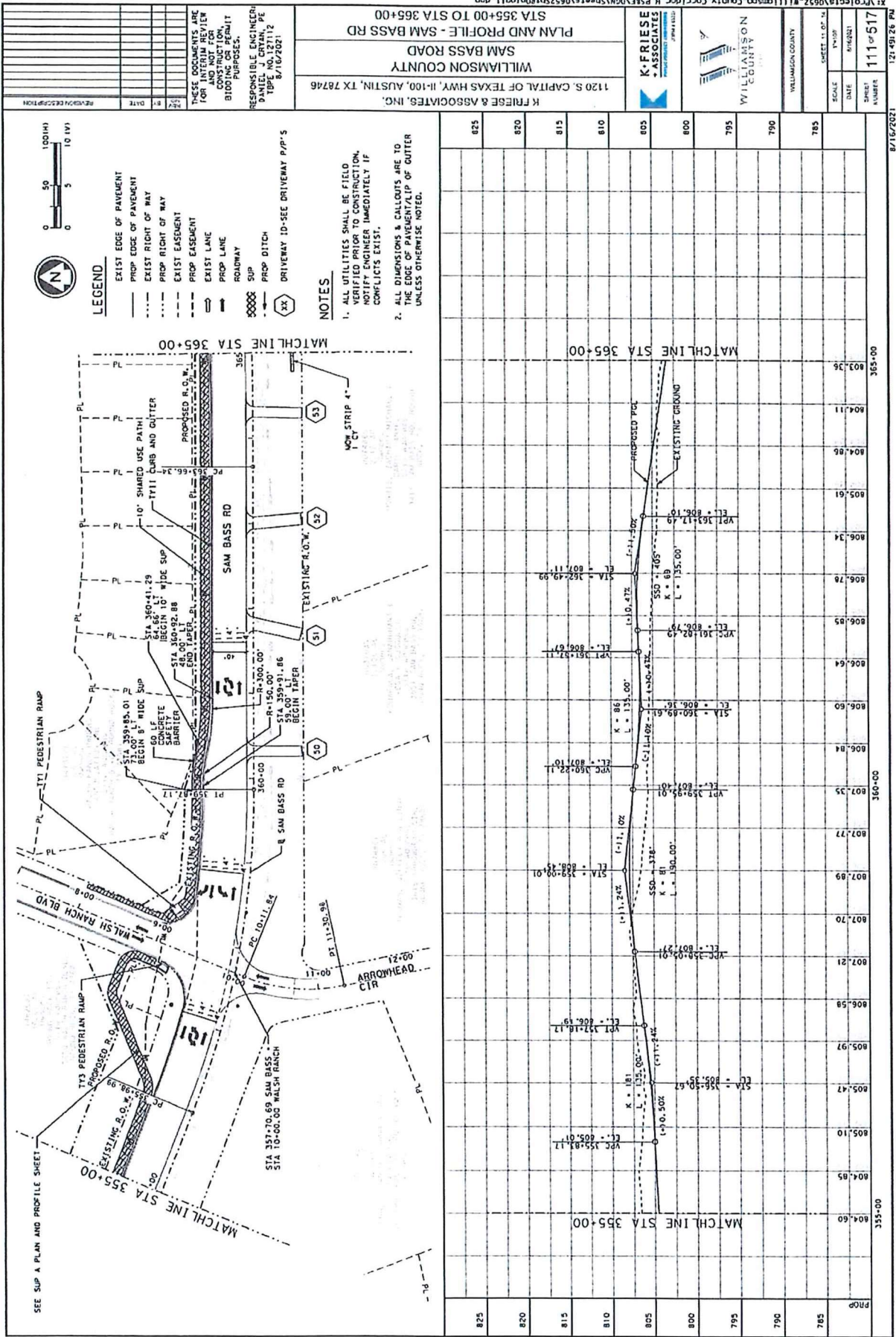
BEGIN PROJECT
STA. 256+80.99

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TOLR NO. EABPRJ

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SIGNING PLAN (1121-14) AND THE TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES.

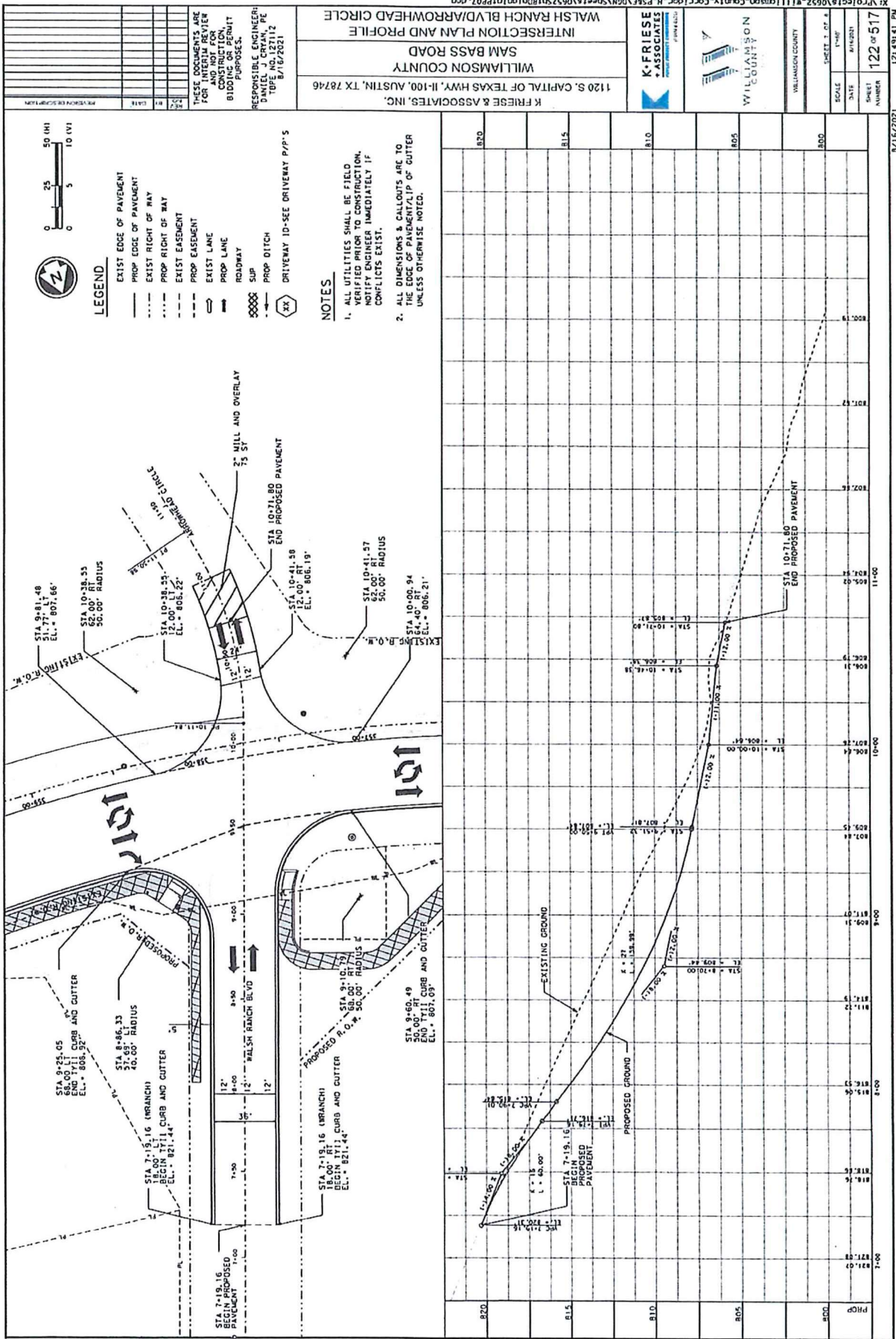


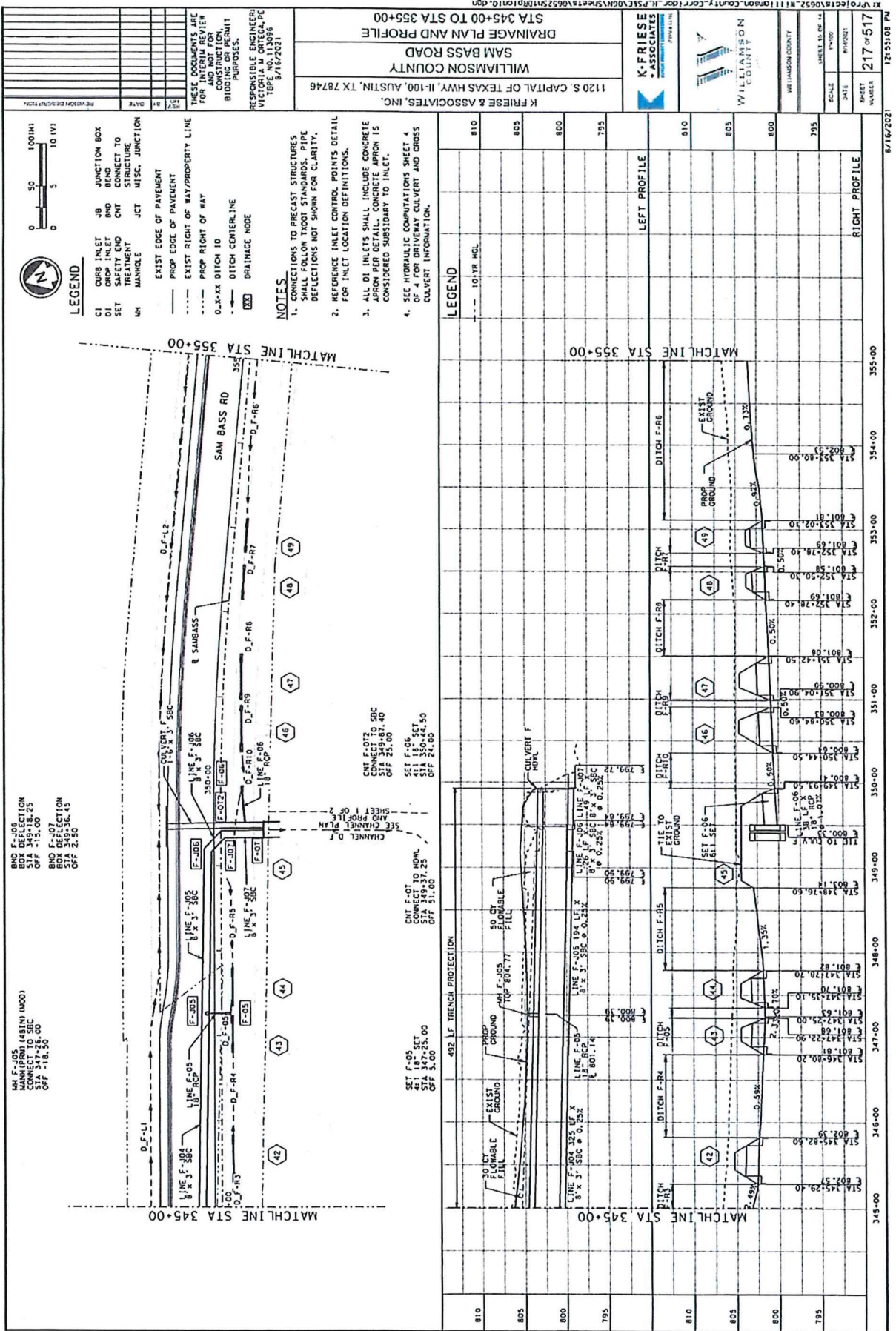
TWOOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS SHALL GOVERN. ALL CONTRACT DOCUMENTS SHALL GOVERN ON THIS PROJECT.



8/16/2021 12:49:26 PM

EXHIBIT "C"
(Page 4 of 9 Pages)





PROJECT: 0652 - WILLIAMSON COUNTY CORRECTIVE ACTION PLAN FOR THE SAM BASS ROAD DRAINAGE SYSTEM

DATE: 8/16/2021

SCALE: AS SHOWN

SHEET NO. OF 14

DATE: 8/16/2021

NUMBER: 217 OF 517

8/16/2021 12:55:08 PM

WILLIAMSON COUNTY

K-FRIESE & ASSOCIATES

1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

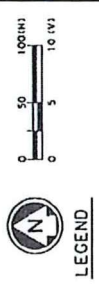
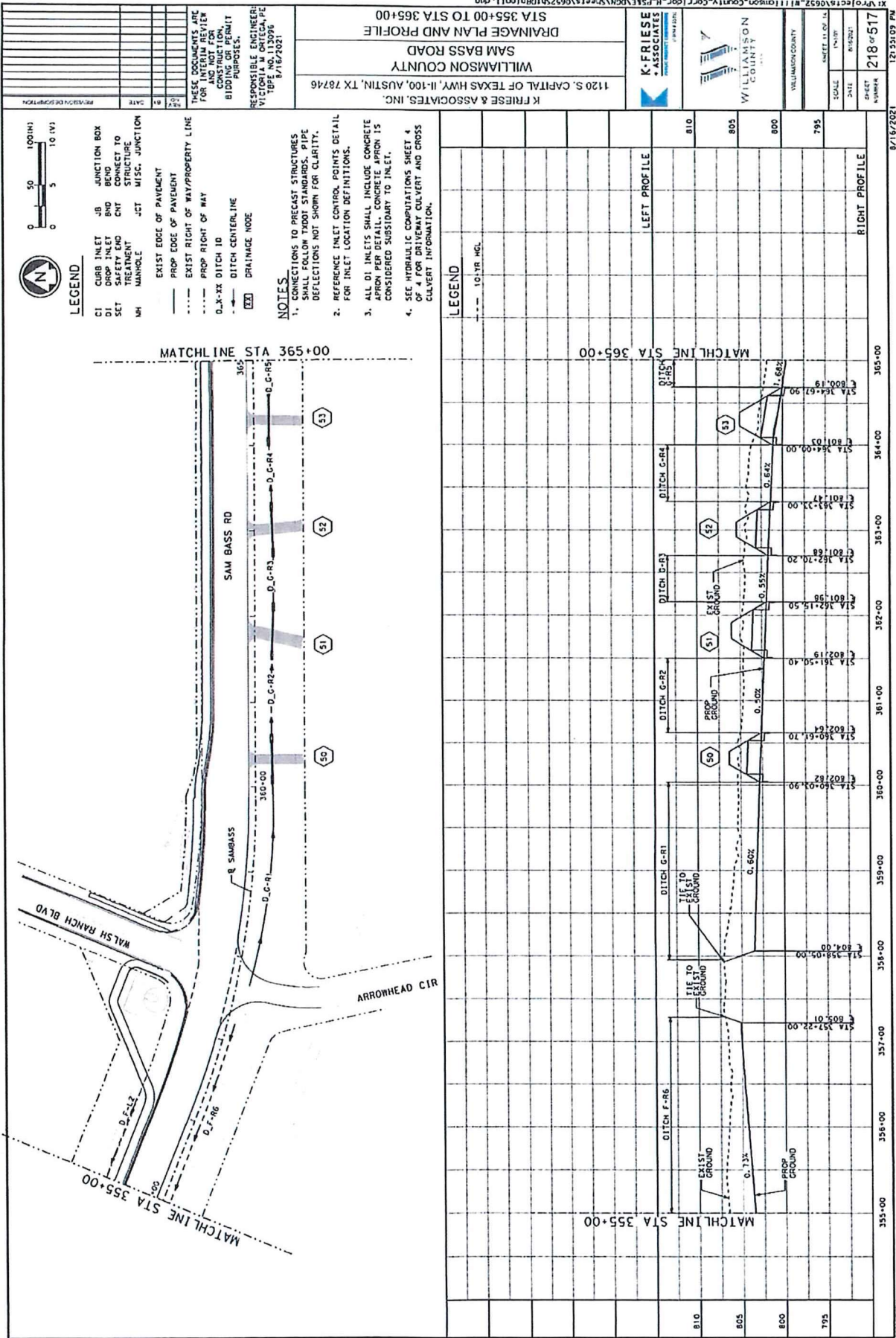
SAM BASS ROAD

DRAINAGE PLAN AND PROFILE

STA 345+00 TO STA 355+00

RESponsible Engineer: VICTORIA M. ORTEGA, PE

8/16/2021



LEGEND

- CI CURB INLET
- DI DROP INLET
- SEI STREET TREATMENT
- MH MANHOLE
- JB JUNCTION BOX
- SD STRUCTURE
- CTV STRUCTURE
- JCT MISC. JUNCTION
- EXIST EDGE OF PAVEMENT
- PROP EDGE OF PAVEMENT
- EXIST RIGHT OF WAY/PROPERTY LINE
- PROP RIGHT OF WAY
- D.X-XX DITCH ID
- DITCH CENTERLINE
- DRAINAGE NODE

NOTES

1. CONNECTIONS TO PRECAST STRUCTURES SHALL FOLLOW TYPED STANDARDS. PIPE DEFLECTIONS NOT SHOWN FOR CLARITY.
2. REFERENCE INLET CONTROL POINTS DETAIL FOR INLET LOCATION DEFINITIONS.
3. ALL DI INLETS SHALL INCLUDE CONCRETE APRON PER DETAIL. CONCRETE APRON IS CONSIDERED SUBSIDIARY TO INLET.
4. SEE HYDRAULIC COMPUTATIONS SHEET 4 OF 4 FOR DRIVEWAY CULVERT AND CROSS CULVERT INFORMATION.

LEGEND

- 10-YR. MCL

<p>K-FRIESE & ASSOCIATES, INC. 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746</p>	<p>WILLIAMSON COUNTY SAM BASS ROAD DRAINAGE PLAN AND PROFILE STA 355+00 TO STA 365+00</p>	<p>K-FRIESE & ASSOCIATES (FIRM SEAL)</p>	<p>PROJECT NO: 0652 SHEET NO. OF 11 DATE: 8/16/2021 SCALE: 1"=40'</p>
<p>RESPECTABLE ENGINEER: VINCE W. PE TYPE NO. 13096 DATE: 8/16/2021</p>		<p>WILLIAMSON COUNTY 8/16/2021 SHEET NUMBER: 218 of 517 DATE: 8/16/2021</p>	

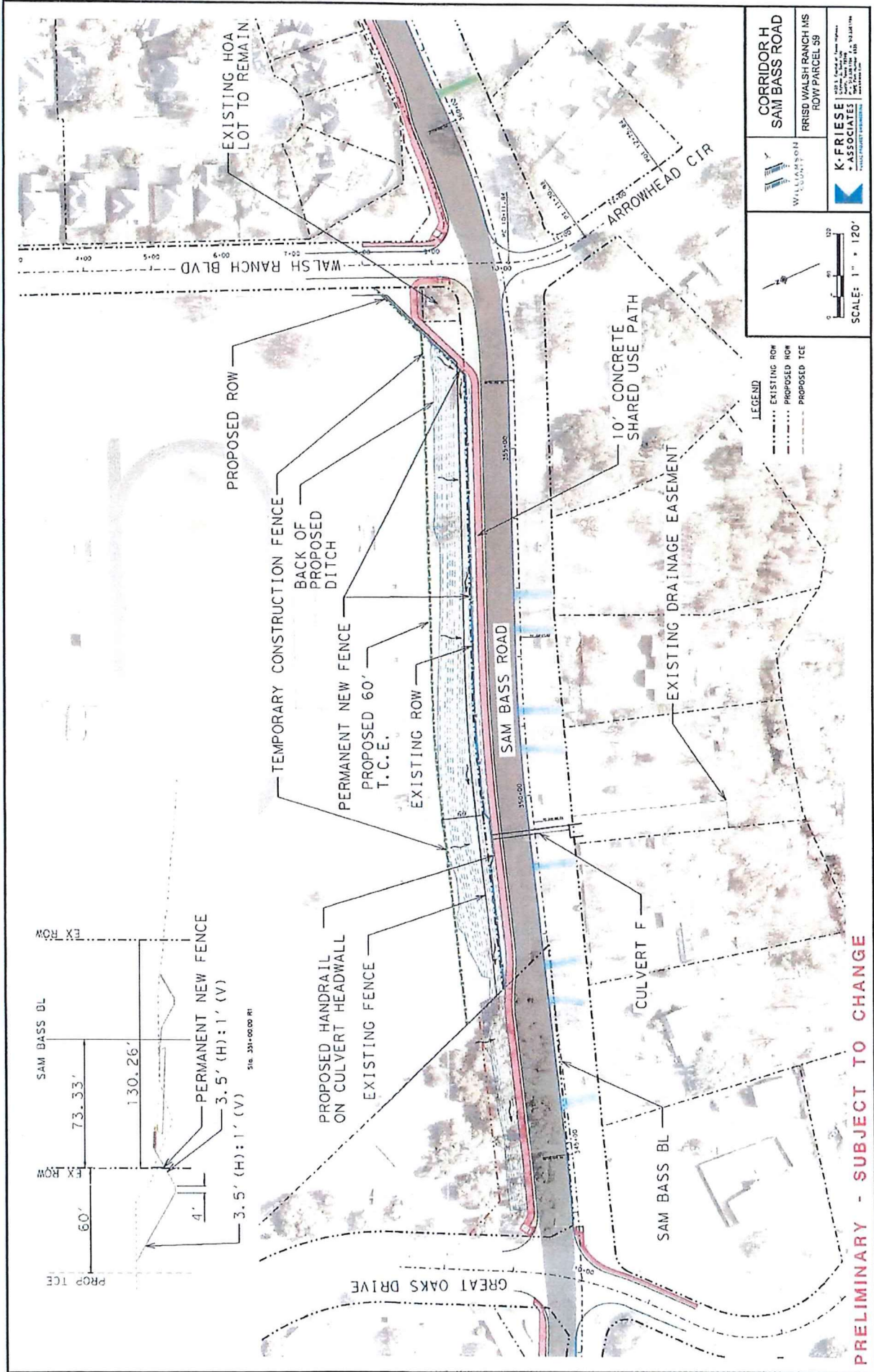
8/16/2021 12:51:07 PM

EXHIBIT "D" FOLLOWS
(12 Pages)

EXHIBIT "D"

(Agreement for Sale of Property for Less than Fair Market Value Under Section 272.001(1) of the Texas Local Government Code)

12 Pages



PRELIMINARY - SUBJECT TO CHANGE

Small text at the bottom of the page, likely a disclaimer or copyright notice.

EXHIBIT "D"
 (Page 2 of 12 Pages)

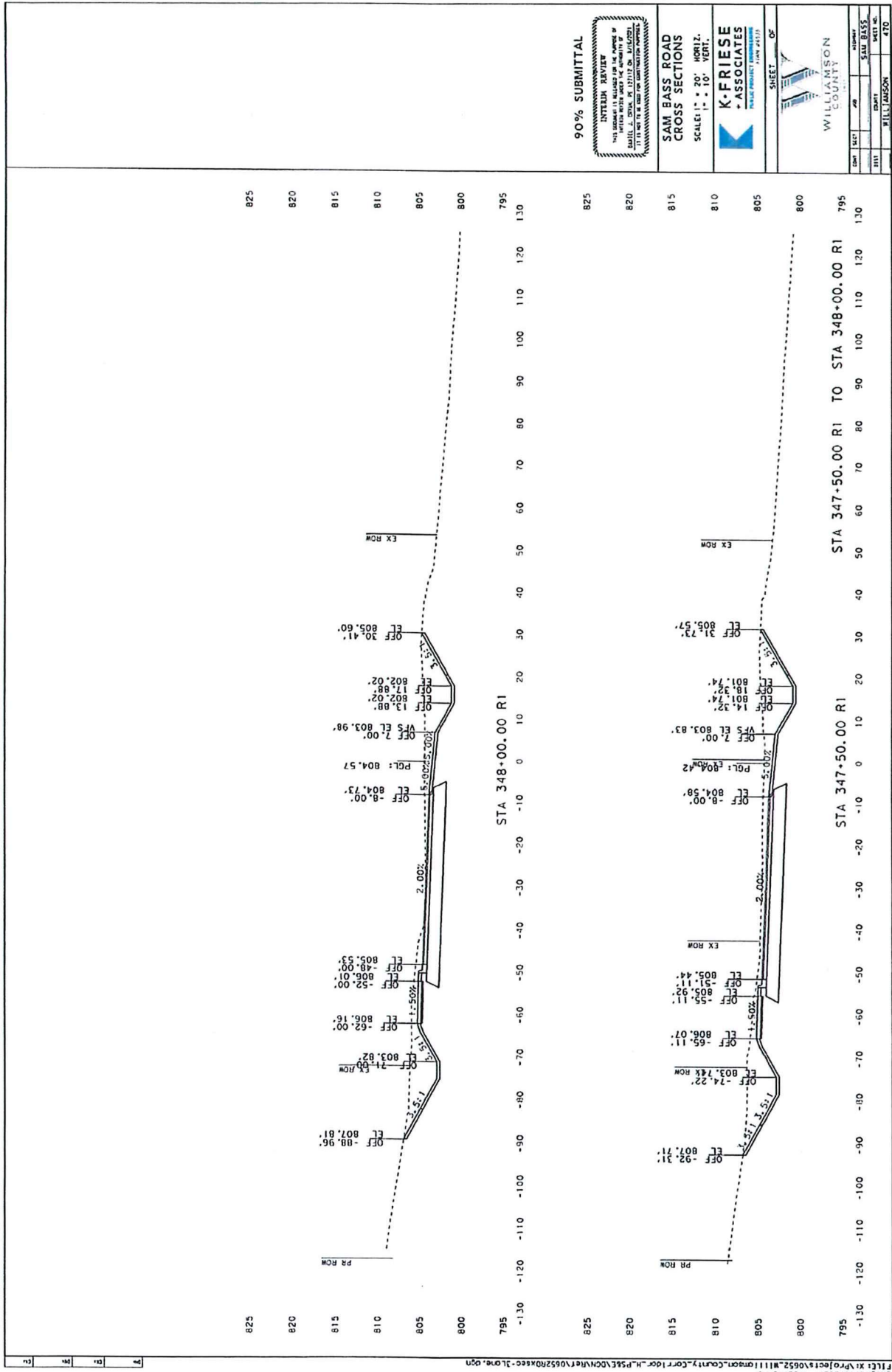


EXHIBIT "D"
(Page 3 of 12 Pages)

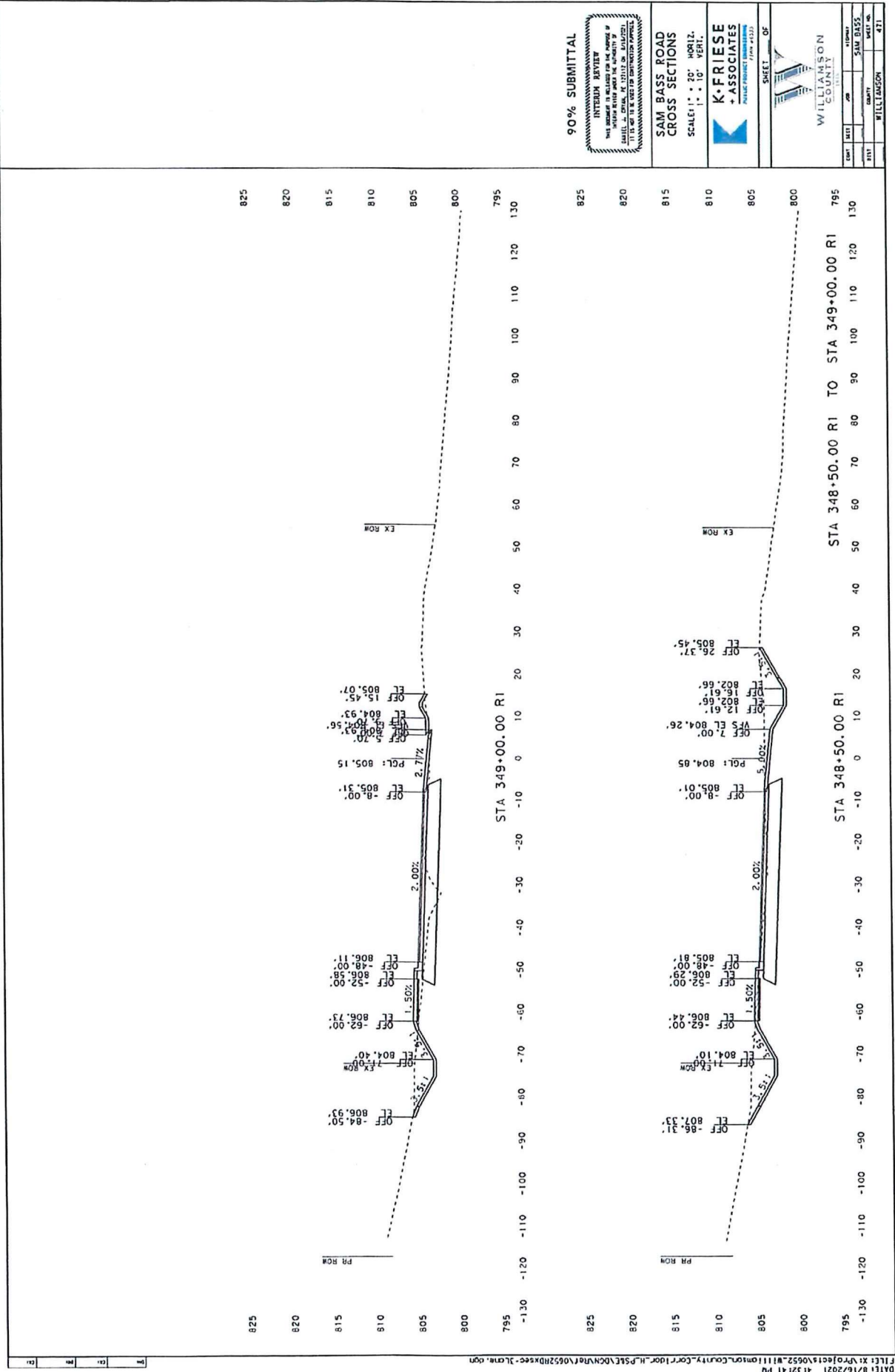


EXHIBIT "D"
(Page 4 of 12 Pages)

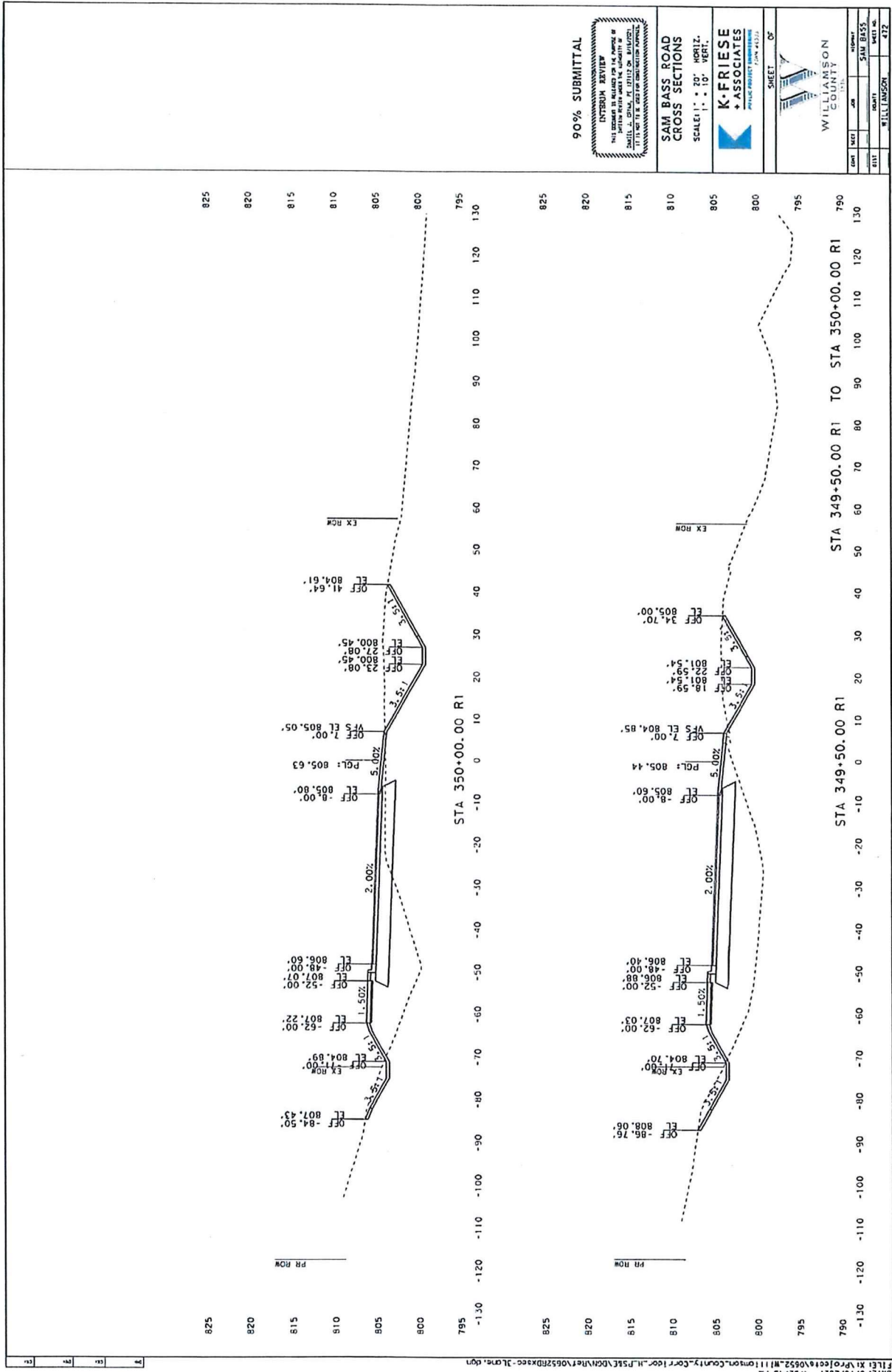
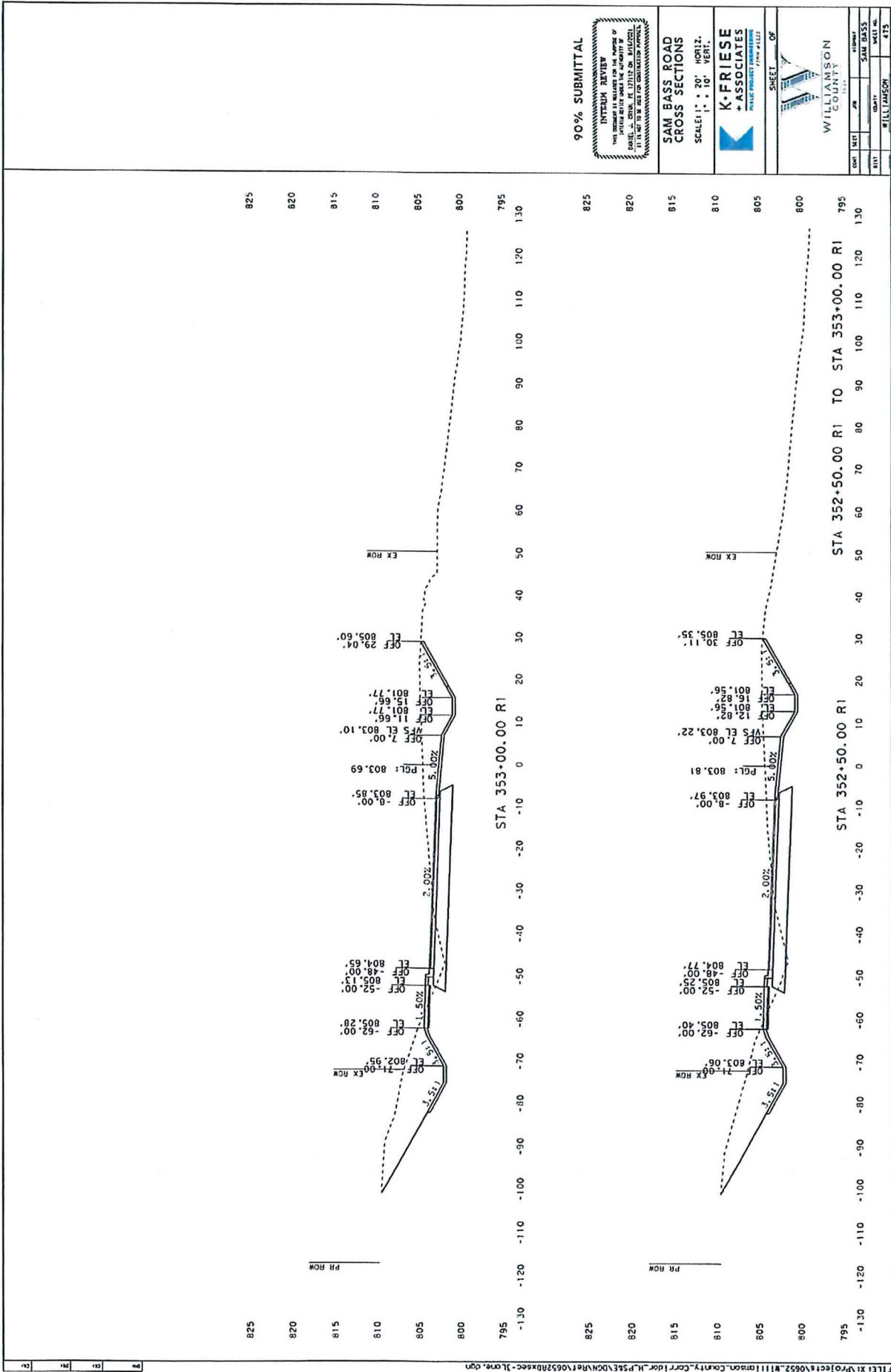


EXHIBIT "D"
 (Page 7 of 12 Pages)



90% SUBMITTAL

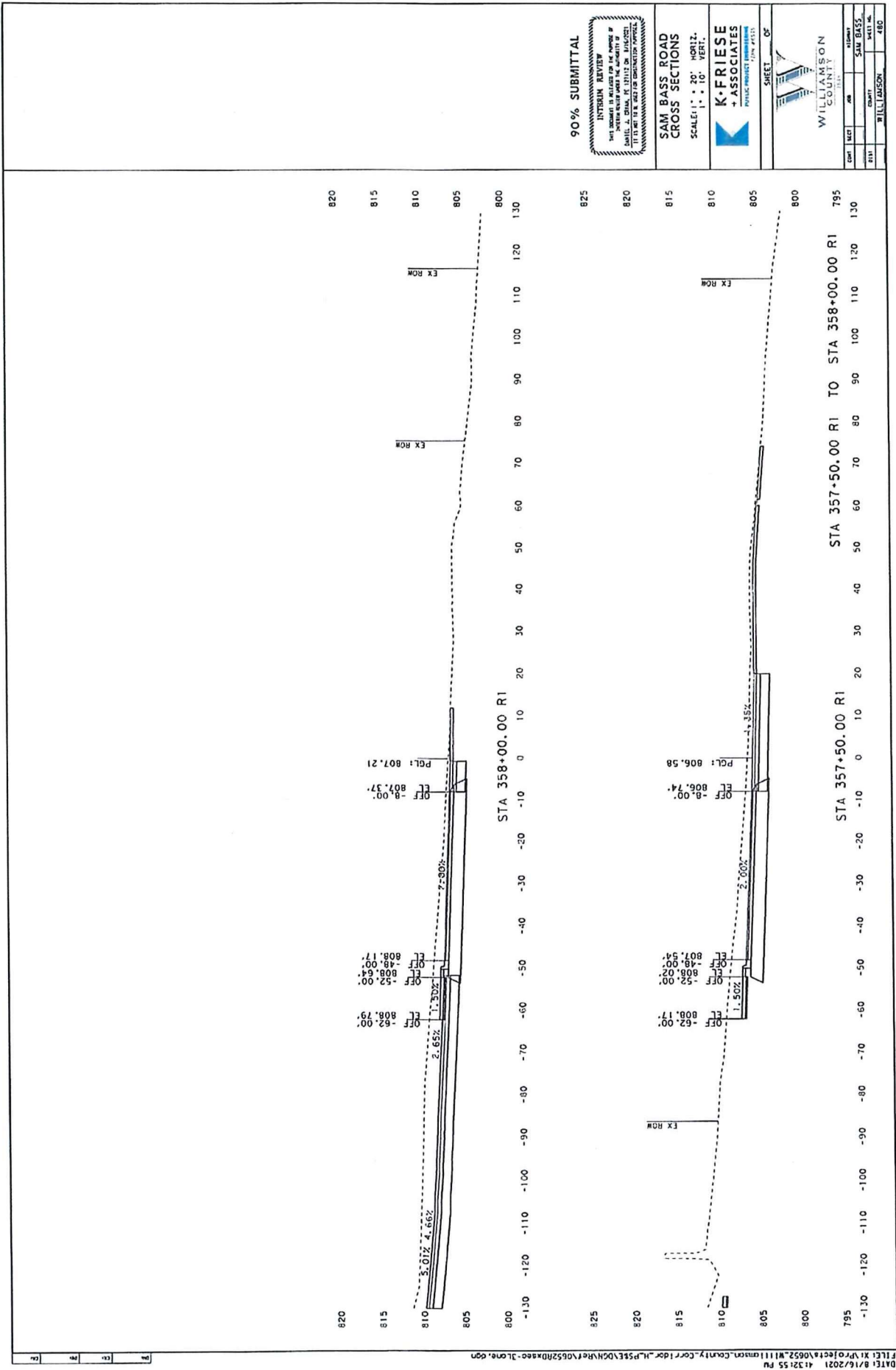
INTERNAL REVIEW
 THIS DRAWING IS THE PROPERTY OF K-FRIESE
 AND WILL BE RETURNED TO THE CLIENT UPON
 COMPLETION OF THE PROJECT. NO PART OF THIS
 DRAWING IS TO BE REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION STORAGE
 AND RETRIEVAL SYSTEM.

SAM BASS ROAD
 CROSS SECTIONS
 SCALE: 1" = 20' HORIZ.
 1" = 10' VERT.



DATE	11/16/2021	PROJECT	4132148 PM
FILE	K:\Projects\4132148 PM\1111\mason-county\crr\ltdr\h_p\512\doc\h\0528d\sec-3\05e.dgn	CLIENT	WILLIAMSON COUNTY
DESIGNER	WILLIAMSON	CHECKER	WILLIAMSON
DRAWN	WILLIAMSON	DATE	11/16/2021
SHEET	415	TOTAL SHEETS	415

EXHIBIT "D"
 (Page 12 of 12 Pages)



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 FILE: K:\Proj\1810652\Williamson_County_Corridor_H_P55E\DGN\1810652\Bkacc-31.dwg.dgn

90% SUBMITTAL

INTERIM REVIEW
 THIS DRAWING IS FOR REVIEW ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE DESIGNER.

**SAM BASS ROAD
 CROSS SECTIONS**

SCALE: 1" = 10' VERT.
 1" = 100' HORIZ.

**K.FRIESE
 + ASSOCIATES**
 PUBLIC PROJECT ENGINEERS
 1200 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202

**WILLIAMSON
 COUNTY**

DATE	BY	CHKD	APP'D
8/16/2021	WILLIAMSON		
PROJECT		SAM BASS	
SHEET		12 OF 12	

EXHIBIT "E" FOLLOWS
(3 Pages)

EXHIBIT "E"

(Agreement for Sale of Property for Less than Fair Market Value
Under Section 272.001(l) of the Texas Local Government Code)

3 Pages

RRISD - Williamson County No-Warranty Deed - A 9-29-2021 (A)

Parcel 59

DEED WITHOUT WARRANTY
(Sam Bass/Corridor H Improvements)

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROUND ROCK INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have this day SOLD and by these presents do GRANT, BARGAIN and CONVEY, pursuant to a resolution approved on the ___ day of _____, 2021, by Grantor's governing body, unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, 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 those certain 0.123-acre (5,351 square feet) parcel of land located in the W. Kinkaid Survey, Abstract No. 374, Williamson County, Texas, being a portion of a called 40.41 acre tract of land, described in a deed to Round Rock Independent School District, recorded December 1, 2004, in Document No. 2004092517, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said 0.123-acre (5,351 square feet) parcel as shown on a plat prepared by Sam, LLC, being more particularly described by metes and bounds in Exhibit "A" hereof, which is attached hereto and incorporated herein for all purposes, hereinafter sometimes referred to herein as the "Property."

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.

All other recorded and unrecorded easements, covenants, and restrictions affecting the Property, whether or not open and obvious. Without limiting the generality of the foregoing, nothing in this deed releases or otherwise impairs the public interest for any right-of-way nor Grantee's obligation to maintain any right-of-way along the Property line.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Sam Bass/Corridor H.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property shall be used for roadway improvements along Sam Bass Road/Corridor H, by widening Sam Bass Road as more fully described in Exhibit "A," and to include signal-controlled egress and ingress to Grantor's adjacent property by Grantee and improved pedestrian pathways; improvement of storm water drainage from Grantor's adjacent property; and alleviation of traffic congestion adjacent to Grantor's campus. Together, these Fee Simple Determinable Conditions are referred to herein as "Improvements." After completion of said Improvements, the Property shall be used and maintained as a public road and related transportation facility appurtenances. An affidavit stating that the condition has been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on same.

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, without express or implied warranty, for as long as the Fee Simple Determinable Conditions are satisfied; and if the Fee Simple Determinable Conditions are not satisfied, the Property shall **AUTOMATICALLY REVERT** to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN COPY TO:

Terry Worcester
Chief Operating Officer
Round Rock ISD
1311 Round Rock Avenue
Round Rock, TX 78681