

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHAD A. NICHOLS and ANGELLA L. NICHOLS** (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 of land described as follows:

Being a 0.1549 acre (6,746 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 3**);

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 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 NINE THOUSAND FOUR HUNDRED FORTY-FOUR and 00/100 Dollars (\$9,444.00).

2.01.1. As Additional Compensation for any improvements on the Property, the replacement of fencing, and any other damage and/or cost to cure the remaining property of Seller, Purchaser shall pay the amount of SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$7,500.00)

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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.

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 30, 2022, 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.

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

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same 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

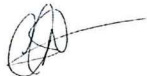
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 129 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature on following pages]

SELLER:



Chad A. Nichols

Date: 03/24/2022

Address: 1050 CR 129

Taylor, TX 76574




Angella L. Nichols (Mar 24, 2022 21:38 CDT)

Angella L. Nichols

Date: 03/24/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Apr 5, 2022 12:53 CDT)

Bill Gravell, Jr.
County Judge

Date: Apr 5, 2022

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

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

Page 1 of 6
November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF a 6,746 square foot (0.1549 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of that tract described as 13.31 acres conveyed to Chad A. Nichols and Angella L. Nichols by Warranty Deed with Vendor's Lien dated June 30, 2016, as recorded in Document No. 2016069226, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 6,746 square foot (0.1549 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the northwest corner of said 13.31 acre tract, being at the southwest corner of Tract 5, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, O.P.R.W.C.T., said Tract 5 conveyed to Santa Aguirre Mondragon by Warranty Deed with Vendor's Lien dated February 1, 2017, as recorded in Document No. 2017010681, O.P.R.W.C.T.;

THENCE S 81°40'13" E, along the north line of said 13.31 acre tract, passing at 615.75 feet along the south line of said Tract 5, a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the southeast corner of said Tract 5, being at the southwest corner of Tract 1 in said The Heights at Brushy Creek subdivision, said Tract 1 conveyed to Jordan Danks and Ashley Danks by General Warranty Deed with Vendor's Lien in Favor of Third Party dated April 22, 2020, as recorded in Document No. 2020041932, O.P.R.W.C.T., continuing an additional 606.58 feet along the south line of said Tract 1, for a total distance of 1,222.33 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 40.00 feet left of Engineer's Baseline Station 22+60.87, and having Surface Coordinates of North=10,151,344.99, East=3,189,065.21;

- 1) **THENCE**, S 81°40'13" E, continuing along the north line of said 13.31 acre tract and the south line of said Tract 1, a distance of **15.80 feet** to a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the northeast corner of said 13.31 acre tract, being at the southeast corner of said Tract 1, and being in the existing west right-of-way line of CR 129 (varying width);
- 2) **THENCE**, S 08°18'32" W, along the east line of said 13.31 acre tract and the existing west right-of-way line of CR 129, a distance of **238.51 feet** to a point for angle;

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

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November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

- 3) **THENCE, S 08°44'02" W**, continuing along the east line of said 13.31 acre tract and the existing west right-of-way line of CR 129, a distance of **226.57 feet** to a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the southeast corner of said 13.31 acre tract, being at the northeast corner of that tract described as 1.99 acres conveyed to Nicol Draguicevich by Warranty Deed with Vendor's Lien dated February 21, 2006, as recorded in Document No. 2006016576, O.P.R.W.C.T.;
- 4) **THENCE, N 80°14'34" W**, along the south line of said 13.31 acre tract and the north line of said 1.99 acre tract, a distance of **12.36 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 129, being 40.00 feet left of Engineer's Baseline Station 17+96.10, from which a nail found in the south line of said 13.31 acre tract, being in the north line of said 1.99 acre tract bears N 80°14'34" W, a distance of 157.38 feet to a point, and N 81°21'12" W, a distance of 233.75 feet;
- 5) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing said 13.31 acre tract, a distance of **464.77 feet** to the **POINT OF BEGINNING** and containing 6,746 square feet (0.1549 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

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PROPERTY DESCRIPTION FOR PARCEL 3

A parcel plat of even date was prepared in conjunction with this property description.

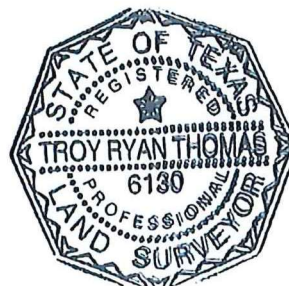
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

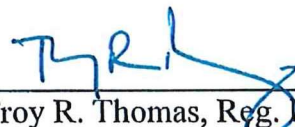
That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 19th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



 11/19/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 3

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- ▲ FOUND NAIL (60-D UNLESS NOTED)
- 1/2" IRON ROD W/ CAP (MCGRAY MCGRAY CAP SET UNLESS NOTED)
- △ CALCULATED POINT, NOT SET (XXX)
- DEED LINE
- OWNERSHIP IN COMMON
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- P.O.C.
- R.O.W.
- N.T.S.
- P.U.E.
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- PARCEL NUMBER FOR R.O.W. ACQUISITION

PROPERTY INSET
NOT TO SCALE

NOTES:

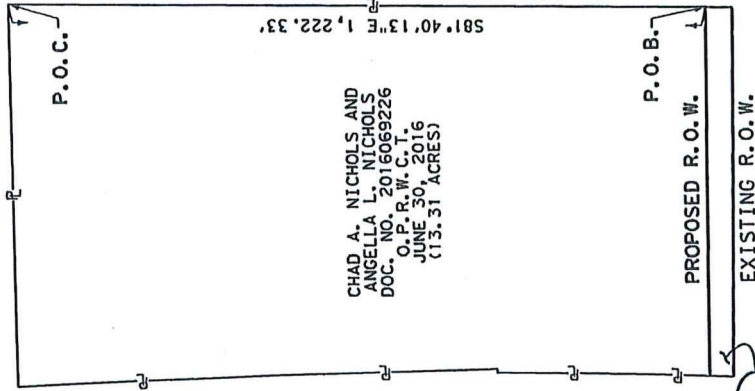
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

11/19/2021
DATE

PAGE 4 OF 6



EXISTING R.O.W.

CR 129
0.1549 AC.
6,746 SQ.FT.
(R.O.W. WIDTH VARIES)

DICY HOPKINS SURVEY,
ABSTRACT NO. 300



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061620 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO:

- EASEMENT IN VOLUME 462, PAGE 99, D.R.W.C.T. (UNABLE TO PLOT)
- EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 797, PAGE 520, D.R.W.C.T. (UNABLE TO PLOT)
- RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)
- EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY IN VOLUME 1615, PAGE 191, O.R.W.C.T. (UNABLE TO PLOT)
- METER RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2016079433, O.R.W.C.T. (BLANKET)
- METER RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2016079434, O.R.W.C.T. (BLANKET)

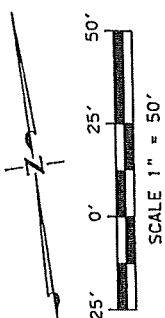
REVISIONS

RECORD	ACQUISITION	REMAINING LT
13.31 AC. (579,784 SQ.FT.)	0.1549 AC. (6,746 SQ.FT.)	13.16 AC. (573,038 SQ.FT.)

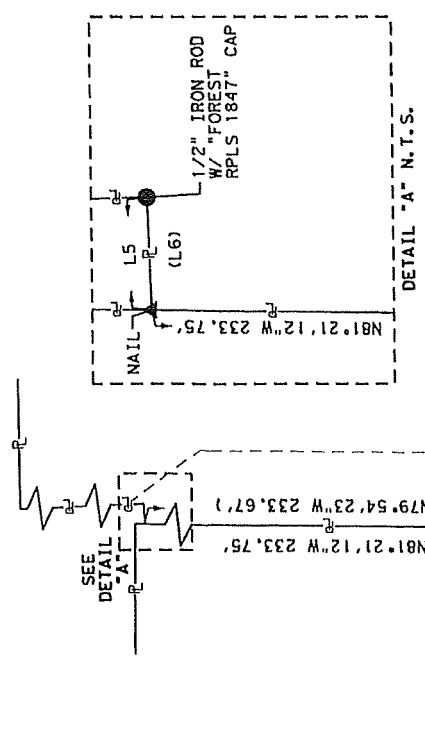
MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 3
CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 SCALE: N.T.S.



MATCHLINE PAGE 6 OF 6

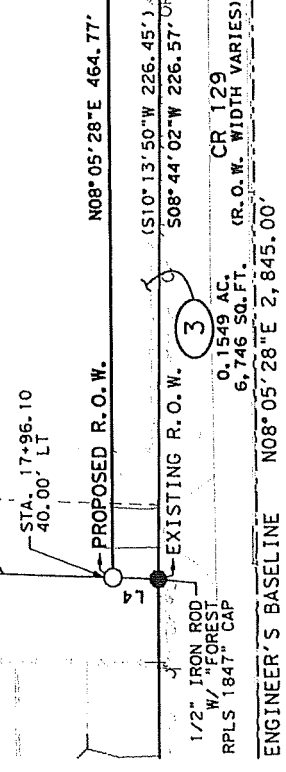


NICOL DRAGUICEVICH
DOC. NO. 2006016576
O.P.R.W.C.T.
FEBRUARY 21, 2006
(1.99 ACRES)

CHAD A. NICHOLS AND
ANGELLA L. NICHOLS
DOC. NO. 2016069226
O.P.R.W.C.T.
JUNE 30, 2016
(13.31 ACRES)

LINE TABLE	
LINE	BEARING DISTANCE
L2	S08°18'32"W 238.51'
(L3)	(S09°46'41"W) (238.32')
L4	N80°14'34"W 12.36'
L5	N08°05'08"E 5.35'
(L6)	(N06°33'E) (5.20')

20' ROAD EASEMENT
DOC. NO. 2007099656
O.P.R.W.C.T.



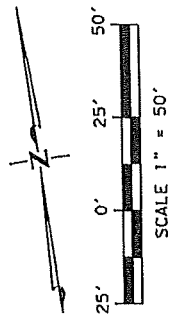
DICY HOPKINS SURVEY,
ABSTRACT NO. 300

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 3
CR 129

FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 SCALE: 1" = 50'



P.O.C.
PARCEL 3
1/2" IRON
ROD W/ "FOREST
RPLS 1847" CAP

SANTA AGUIRRE MONRAGON
DOC. NO. 2017010681
O.P.R.W.C.T.
FEBRUARY 1, 2017

TRACT 5
(3.683 ACRES)

1/2" IRON
ROD W/ "FOREST
RPLS 1847" CAP

THE HEIGHTS AT BRUSHY CREEK
DOC. NO. 2016121770
O.P.R.W.C.T.
DECEMBER 26, 2016
(42.931 ACRES)

TRACT 1
(2.858 ACRES)

JORDAN DANKS AND
ASHLEY DANKS
DOC. NO. 2020041932
O.P.R.W.C.T.
APRIL 22, 2020

CHAD A. NICHOLS AND
ANGELLA L. NICHOLS
DOC. NO. 2016069226
O.P.R.W.C.T.
JUNE 30, 2016
(13.31 ACRES)

20' P.U.E.
DOC. NO. 2016121770
O.P.R.W.C.T.

EASEMENT CHART		
ID	EASEMENT	EXECUTED DATE
①	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T. DECEMBER 28, 2016
②	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T. DECEMBER 28, 2016
③	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T. DECEMBER 28, 2016

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 3
CR 129

FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 SCALE: 1" = 50'

P.O.B.
PARCEL 3
N 10, 151, 344.99
E 3, 189, 065.21
STA. 22+60.87
40.00' LT

PROPOSED R.O.W. N08°05'28"E 464.77'

EXISTING R.O.W. (S09°46'41"W 238.32')
S08°18'32"W 238.51'

CR 129
(R.O.W. WIDTH VARIES)

ENGINEER'S BASELINE N08°05'28"E 2,845.00'

DICY HOPKINS SURVEY,
ABSTRACT NO. 300

LINE TABLE		
LINE	BEARING	DISTANCE
LT	S81°40'13"E	15.80'

EXHIBIT "B"

Parcel 3

DEED

County Road 129 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 **CHAD A. NICHOLS and ANGELLA L. NICHOLS**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.1549 acre (6,746 foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 3)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 129.

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 _____, 2022.

[signature on following page]

GRANTOR:

Chad A. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____,
2022 by Chad A. Nichols in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Angella L. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Angella L. Nichols, 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: