#### REAL ESTATE CONTRACT

C. Bud Stockton Extension Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **LISA MEADOWS** (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 fee simple title in and to a 0.744 acre (32,425 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, 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 6);

Being an Electric Utility Easement interest in and across a 0.347 acre (15,102 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (Parcel 6E);

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

2.01.1. The Purchase Price for the Property described in Exhibit "A", any improvements upon that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FORTY-FIVE THOUSAND SIX HUNDRED SIXTY-SEVEN and 50/100 Dollars (\$45,667.50).

2.01.2. The Purchase Price for the easement interest in and to the Property described in Exhibit "B" shall be the sum of TWELVE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$12,500.00).

#### Payment of Purchase Price

2.02. The Purchase Price 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

- 4.01. 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.
  - 4.02. 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 January 10, 2023, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. in and across all of the Property described in Exhibit "B", all 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 to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Electric Utility Easement shall be in the form as shown in Exhibit "D" attached hereto.
- (3) 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.

#### Prorations

5.04. General real estate taxes for the then current year relating to the <u>fee simple</u> conveyance portion of 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.

#### Contingent 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 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 Bud Stockton Extension 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.

SELLER:	
Lisa Meadows  Lisa Meadows  Lisa Meadows	Address: 374 CR 396
	Jarrell, TX 76537
Date: Dec 5, 2022	
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell (Dec 14, 2022 14:41 CST)  Bill Gravell, Jr.  County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date: Dec 14, 2022	

County:

Williamson

Parcel: Project: 6

CR305

May 11, 2022 Page 1 of 4

## EXHIBIT APROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.75 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO LISA MEADOWS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 16.984 acre tract of land described in General Warranty Deed to Barry Cryer and Barbara Cryer by instrument recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, also being the southerly boundary line of said 13.75 acre tract, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 16.984 acre tract, same being the southeasterly corner of said 13.75 acre tract bears N 68°31'21" E, at a distance of 1,095.68 feet;

- 1) THENCE, departing said proposed easterly ROW line, with the common boundary line of said 16.984 acre and said 13.75 acre tracts, S 68°31'21" W, for a distance of 115.77 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, in the proposed westerly Right-of-Way (ROW) line of Bud Stockton Extension, being the southwesterly corner of said 13.75 acre tract, same being the northwesterly corner of said 16.984 acre tract, also being in the easterly boundary line of that 2.24 acre (per WCAD) remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel and from which a 3/4" iron pipe found bears S 68°31'21" W, at a distance of 2.41 feet;
- 2) THENCE, departing said 16.984 acre tract, with said proposed westerly ROW line, being the common boundary line of said 2.24 acre and said 13.75 acre tracts, N 21°12′53" W, for a distance of 125.18 feet to a fence post corner found, being the northeasterly corner of said 2.24 acre tract, same being the southerly boundary line of that called 44.04 acre tract of land described in Special Warranty Deed to Mary Annette Hawthorne by instrument recorded in Document No. 2016037893 of the Official Public Records of Williamson County, Texas, also being an angle point of said 13.75 acre tract;

**THENCE**, departing said 2.24 acre tract and said proposed ROW, with the common boundary line of said 44.04 acre and said 13.75 acre tracts, the following (2) two courses:

- 3) N 68°47'07" E, at a distance of 60.55 feet pass a 1/2" iron rod found and continuing for a total distance of 61.48 feet to a calculated point;
- 4) N 20°41'55" W, for a distance of 566.17 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, in said proposed easterly ROW line, for the most northerly corner of the herein described parcel;

**THENCE**, departing said 44.04 acre tract, with said proposed easterly ROW line, through the interior of said 13.75 acre tract, the following (3) three courses:

5) **S 27°22'11"** E, for a distance of **379.41** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 663+36.58, for the beginning of a curve to the right;

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Parcel:

6

Project:

CR305

May 11, 2022 Page 2 of 4

- 6) Along said curve to the right, having a delta angle of 06°09'53", a radius of 1,480.00 feet, an arc length of 159.24 feet and a chord which bears S 24°17'14" E, for a distance of 159.16 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 661+84.32;
- 7) S 21°12'17" E for a distance of 154.63 feet to the POINT OF BEGINNING, containing 0.744 acres (32,425 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

8

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

NC §

That I, M. Stephen Truesdale, 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 Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 6\PARCEL 6-MEADOWS.docx

Date



#### LISA MEADOWS

SCALE PROJECT COUNTY
" = 100' COUNTY ROAD 305 WILLIAMSON

PARCEL 6 0.744 ACRES 32,425 Sq. F1.

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#### PLAT TO ACCOMPANY PARCEL DESCRIPTION

#### LEGEND

0	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING RECORD INFORMATION
<b>©</b>	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
	I/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
∆ <del>``</del>	CALCULATED POINT FENCE POST FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P	PROPERTY LINE DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
_/	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2200567, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

- 10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - C. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9615966, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - D. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9825209, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - E. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 199933492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED

BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT

SUPERVISION/

M. STEPHEN TRUESDALE

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

M STEPHEN TRUESDALE

4933

E 8510

SUR

05/11/22

GEODETICS J
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

PARCEL 6 0.744 ACRES 32,425 Sq. Ft.

SCALE PROJECT COUNTY
= 100' COUNTY ROAD 305 WILLIAMSON PAGE 4 OF 4

Williamson

Parcel: Project:

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# EXHIBIT BPROPERTY DESCRIPTION FOR PARCEL 6-E

DESCRIPTION OF A 0.347 ACRE (15,102 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.75 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO LISA MEADOWS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE (15,102 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 16.984 acre tract of land described in General Warranty Deed to Barry Cryer and Barbara Cryer by instrument recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, also being the southerly boundary line of said 13.75 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing said 16.984 acre tract, through the interior of said 13.75 acre tract, with said proposed ROW line the following three (3) courses:

- 1) N 21°12'17" W for a distance of 154.63 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 661+84.32, for a point of curvature to the left;
- 2) Along said curve to the left, having a delta angle of 06°09'53", a radius of 1,480.00 feet, an arc length of 159.24 feet and a chord which bears N 24°17'14" W, for a distance of 159.16 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 663+36.58, for a point of tangency
- 3) N 27°22'11" W, for a distance of 379.41 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY", set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, in the easterly boundary line of that called 44.04 acre tract of land described in Special Warranty Deed to Mary Annette Hawthorne by instrument recorded in Document No. 2016037893 of the Official Public Records of Williamson County, Texas, same being the westerly line of said 13.75 acre tract;
- 4) THENCE, continuing with said proposed ROW line, being the common boundary line of said 44.04 acre and said 13.75 acre tract N 20°41′55" W, for a distance of 61.87 feet to a 5/8" iron rod found, being the southwesterly corner of that called 8.28 acre tract (Tract Five) of land described in General Warranty Deed to Clifford Dean Tschoerner, Sr. and Nancy Jane Tschoerner, Trustees of the Tschoerner Family Trust by instrument recorded in Document No. 2017054628 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of said 13.75 acre tract and of the herein described parcel;
- 5) THENCE, departing said proposed ROW line, with the common boundary line of said 8.28 acre tract and said 13.75 acre tract N 68°32'22" E, for a distance of 20.00 feet to calculated point, for the most northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 13.75 acre tract, same being in the southerly line of that called 15 acre tract of land described in Warranty Deed with Vendors Lien to Danny C. Hammett and J. Bonnie Hammett by instrument recorded in Volume 1905, Page 524 of the Official Records of Williamson County, Texas bears N 68°32'22" E, at a distance of 728.55 feet;

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County:

Williamson

Parcel:

6-E

Project:

CR 305

**THENCE**, departing said 8.28 acre tract, through the interior of said 13.75 acre tract, the following (4) four courses:

- 6) S 20°41'55" E, for a distance of 60.97 feet to a calculated angle point;
- 7) \$ 27°22'11" E, for a distance of 378.25 feet to a calculated point of curvature to the right;
- 8) Along said curve to the right, having a delta angle of 06°09'53", a radius of 1,500.00 feet, an arc length of 161.40 feet and a chord which bears S 24°17'14" E, for a distance of 161.32 feet to a calculated point of tangency;
- 9) S 21°12'17" E, for a distance of 154.53 feet to a calculated point in the northerly line of said 16.984 acre tract, same being the southerly line of said 13.75 acre tract, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 16.984 acre tract, same being the southeasterly corner of said 13.75 acre tract bears N 68°31'21" E, for a distance of 1,075.68 feet;
- 10) THENCE, with the common line of said 16.984 acre tract and said 13.75 acre tract, \$ 68°31'21" W, for a distance of 20.00 feet the POINT OF BEGINNING, containing 0.347 acres (15,102 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

**Inland Geodetics** 

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

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#### PLAT TO ACCOMPANY PARCEL DESCRIPTION

#### LEGEND

	0	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B. ( )	POINT OF BEGINNING RECORD INFORMATION
	•	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
	•	I/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
	∆ <del>※</del>	CALCULATED POINT FENCE POST FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	P.	PROPERTY LINE DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
١	1	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2200567, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

- 10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
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  - D. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9825209, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
  - E. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 199933492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 09′ 53"	1,480.00'	159.24'	159.16'	N24° 17′ 14 <sup>'</sup> "W
C2	06° 09′ 53"	1,500.00'	161.40'	161.32'	S24° 17′ 14"E

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED

BY A SURVEY MADE ON THE GROUND UNDER MY PRECT

SUPERVISION.

M. STEPHEN TRUESDALE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 7868I

11/08/22



#### PARCEL PLAT SHOWING PROPERTY OF

#### LISA MEADOWS

PARCEL 6-E 0.347 ACRES 15,102 Sq. F1.

PAGE 4 OF 4

**PROJECT** COUNTY SCALE COUNTY ROAD 305  $= 100^{\circ}$ WILLIAMSON

### EXHIBIT "C"

Parcel 6

#### DEED

C. Bud Stockton 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 LISA MEADOWS, a single person, 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 0.744 acre (32,425 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, 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 6)

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 the proposed roadway facilities and related appurtenances upon the Property.

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:	
Lisa Meadows	
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS	§ 8
COUNTY OF	§ § §
2022 by Lisa Meadows, in the cap	wledged before me on this the day of, pacity 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 ADDRES	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

### EXHIBIT "D"

## ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF WILLIAMSON	§	

That LISA MEADOWS, a single person, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: N/A

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Lisa Meadows		
A	CKNOWLEDGEM	IENT
THE STATE OF TEXAS	§	
COUNTY OF	§ §	
This instrument was acknowledged before r person(s) named as Grantor(s) on the first p		, by Lisa Meadows, the
person(s) named as Grantor(s) on the first p	age of this documen	i.
	**************************************	Notary Public, State of Texas