

REAL ESTATE CONTRACT

Chandler Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PEGGY IRENE ALMQUIST, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GUS LEON ALMQUIST, DECEASED; ROBERT ALMQUIST ANDERSON; RODGER RAYMOND ANDERSON; RORY ANDERSON BROWN; AND GERALDINE R. ALMQUIST, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ARTHUR RANDOLPH ALMQUIST, DECEASED** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.405-acre (17,649 square foot) tract of land, out of and situated in the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**the "Property"**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of EIGHTY-THREE THOUSAND EIGHT HUNDRED THIRTY-THREE and 00/100 Dollars (\$83,833.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available 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 knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) 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 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 March 30, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

(3) Provide reasonable assistance as requested, 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 permanent interests being conveyed in 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".
- (4) 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 portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, 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 after March 31, 2023 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 roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, 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:

Peggy Irene Almquist
Peggy Irene Almquist, Individually

SELLER:

Peggy Irene Almquist
Peggy Irene Almquist, as Independent Executor
of the Estate of Gus Leon Almquist, Deceased

SELLER:

Robert Almquist Anderson
Robert Almquist Anderson

SELLER:

Rodger Raymond Anderson
Rodger Raymond Anderson

SELLER:

Rory A. Brown
Rory Anderson Brown

SELLER:

Geraldine R. Almquist
Geraldine R. Almquist, Individually

SELLER:

Geraldine R. Almquist
Geraldine R. Almquist, as Independent Executor
of the Estate of Arthur Randolph Almquist, Deceased

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
[Bill Gravell \(Mar 8, 2023 09:46 CST\)](#)
Bill Gravell, Jr.
County Judge

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

Date: Mar 8, 2023

Exhibit "A"

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R020345
Parcel: Almquist 0.405 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 0.405 ACRE (17,649 SQ. FT.) TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE NORTHERLY REMNANT PORTION OF THE CALLED 134.57 ACRE TRACT OF LAND CONVEYED TO ROSE K. ANDERSON AND GERALDINE R. ALMQUIST (OWNER: PEGGY ALMQUIST ET AL PER WCAD), RECORDED IN DOCUMENT NO. 2014080794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.405 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8" iron rod set with aluminum cap marked "Williamson County" (Grid Coordinates: N=10188737.21, E=3168034.48) on the southwest corner of said northerly remnant portion of the 134.57 acre Almquist tract, the northwest corner of the called 8.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006018344 of the Official Public Records of Williamson County, Texas, the northeast corner of the called 8.39 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006080926 of the Official Public Records of Williamson County, Texas and the southeast corner of the northerly remnant portion of the called 142.38 acre tract of land conveyed to Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust, recorded in Document No. 2015015381 of the Official Public Records of Williamson County, Texas, said 142.38 acre tract of land being more fully described by metes and bounds in Document No. 9667073 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of Chandler Road;

THENCE, S 86°45'50" E with the south boundary line of said northerly remnant portion of the 134.57 acre Almquist tract, the north boundary line of said 8.63 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road for a distance of 676.36 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Grid Coordinates: N=10188699.03, E=3168709.67), being

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R020345
Parcel: Almquist 0.405 acre tract

137.52 feet left of Chandler Road Engineer's Baseline Station 332+93.96, for the west corner and **POINT OF BEGINNING** hereof;

THENCE, through the interior of said northerly remnant portion of the 134.57 acre Almquist tract with a curve to the left an arc length of **1178.97 feet**, said curve having a radius of **3325.00 feet**, a delta angle of **20°18'57"** and a chord which bears **N 82°04'42" E** for a distance of **1172.80 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the east boundary line of said northerly remnant portion of the 134.57 acre Almquist tract and the west boundary line of the remnant portion of the called 60 acre tract of land conveyed to Timmermann Properties, Inc., recorded in Document No. 9644466 of the Official Records of Williamson County, Texas, being 142.96 feet left of Chandler Road Engineer's Baseline Station 345+38.85, for the northeast corner hereof;

THENCE, **S 21°46'40" E** with said east boundary line of the northerly remnant portion of the 134.57 acre Almquist tract and said west boundary line of the 60 acre Timmermann tract for a distance of **5.35 feet** to a calculated point on the southeast corner of said northerly remnant portion of the 134.57 acre Almquist tract, the southwest corner of said 60 acre Timmermann tract, the northeast corner of said 8.63 acre Williamson County, Texas tract and the northwest corner of the called 8.03 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006024442 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of Chandler Road, being 137.61 feet left of Chandler Road Engineer's Baseline Station 345+38.87, for the southeast corner hereof, from which an iron rod found with cap marked "JS Coalter" monumenting an angle point on the south boundary line of said 60 acre Timmermann tract, the north boundary line of said 8.03 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, bears **N 68°31'20" E** for a distance of 1616.21 feet;


THENCE, with said south boundary line of the northerly remnant portion of the 134.57 acre Almquist tract, said north boundary line of the 8.63 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following three (3) courses and distances:

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R020345
Parcel: Almquist 0.405 acre tract

1. **S 68°31'20" W** for a distance of **11.67 feet** to a 1/2" iron rod found monumenting the beginning of a curve to the right, being 137.62 feet left of Chandler Road Engineer's Baseline Station 345+27.21;
2. With said curve to the right an arc length of **1021.21 feet**, said curve having a radius of **2363.00 feet**, a delta angle of **24°45'41"** and a chord which bears **S 80°51'25" W** for a distance of **1013.28 feet** to a calculated point on the end of this curve, being 137.56 feet left of Chandler Road Engineer's Baseline Station 334+46.55;
3. **N 86°45'50" W** for a distance of **152.58 feet** to the **POINT OF BEGINNING** hereof and containing 0.405 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.
Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

PRELIMINARY – NOT TO BE RECORDED -

August 25, 2022

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

Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__PARCELS 1-6 CHANDLER ROW
STANDARD LAND SURVEYS\CHANDLER CORRIDOR ALMQUIST ROW PARCEL M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.405 ACRE (17,649 SQ. FT.) TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE NORTHERLY REMNANT PORTION OF THE CALLED 134.57 ACRE TRACT OF LAND CONVEYED TO ROSE K. ANDERSON AND GERALDINE R. ALMQUIST (OWNER: PEGGY ALMQUIST ET AL PER WCAD), RECORDED IN DOCUMENT NO. 2014080794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: CR 100, HUITT, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020345

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
DOC. NO. 2015015381
DESCRIBED IN
WILLIAMSON COUNTY, TEXAS
DOC. NO. 2006018344

GRID COORDINATES:
N=10188737.21
E=3168034.48
P.O.C.

WILLIAMSON COUNTY, TEXAS
DRAINAGE EASEMENT
CALLED 0.095 AC
DOC. NO. 2006018343
S86°45'50"E 676.36'

WILLIAMSON COUNTY
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R020345
OWNER: PEGGY ALMQUIST ET AL PER WCAD
ROSE K. ANDERSON AND
GERALDINE R. ALMQUIST
NORTHERLY REMNANT PORTION OF
CALLED 134.57 AC.
DOC. NO. 2014080794

SCALE: 1" = 200'

P.O.B.
GRID COORDINATES:
N=10188699.03
E=3168709.67

SUBJECT TRACT
0.405 AC.

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
CALLED 142.38 AC.
DOC. NO. 2015015381
DESCRIBED IN
DOC. NO. 9667073

JOHN DYKES SURVEY
ABSTRACT NO. 186

WILLIAMSON COUNTY
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R474772
OWNER: PEGGY ALMQUIST ET AL PER WCAD

ROSE K. ANDERSON AND
GERALDINE R. ALMQUIST
SOUTHERLY REMNANT PORTION OF
CALLED 134.57 AC.
DOC. NO. 2014080794

SHEET 1 OF 4

PRELIMINARY - NOT TO BE RECORDED -

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.405 ACRE (17,649 SQ. FT.) TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE NORTHERLY REMNANT PORTION OF THE CALLED 134.57 ACRE TRACT OF LAND CONVEYED TO ROSE K. ANDERSON AND GERALDINE R. ALMQUIST (OWNER: PEGGY ALMQUIST ET AL PER WCAD, RECORDED IN DOCUMENT NO. 2014080794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: CR 100, HUTTU, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020345

PEGGY ALMQUIST ET AL
PER WCAD
ROSE K. ANDERSON AND
GERALDINE R. ALMQUIST
NORTHERLY REMNANT PORTION
OF CALLED 134.57 AC.
DOC. NO. 2014080794

TIMMERMANN PROPERTIES, INC.
REMNANT PORTION OF
CALLED 60 AC.
DOC. NO. 9644466

JOHN DYKES SURVEY ABSTRACT NO. 186

SCALE: 1" = 200'

WILLIAMSON COUNTY
APPRAISAL DISTRICT
PROPERTY ID: R020345

N68°31'20"E 1616.21'

WILLIAMSON COUNTY, TEXAS
CALLED 8.03 AC.
DOC. NO. 2006024442

WILLIAMSON COUNTY, TEXAS
CALLED 8.63 AC.
DOC. NO. 2006018344

SFE
DETAIL 'A'
SHEET 3

EXISTING R.O.W.

350+00

355+00

360+00

MATCHLINE SHEET 1

PT 345+28.63

24" CMP

PROPOSED R.O.W.

BLOCK A

16

17

18

19

20

21

22

23

24

25

THOMAS PARK SUBDIVISION
SECTION 2
CAB. N. SIDS. 256-257

BLOCK A

THOMAS PARK DRIVE

(60' R.O.W.)

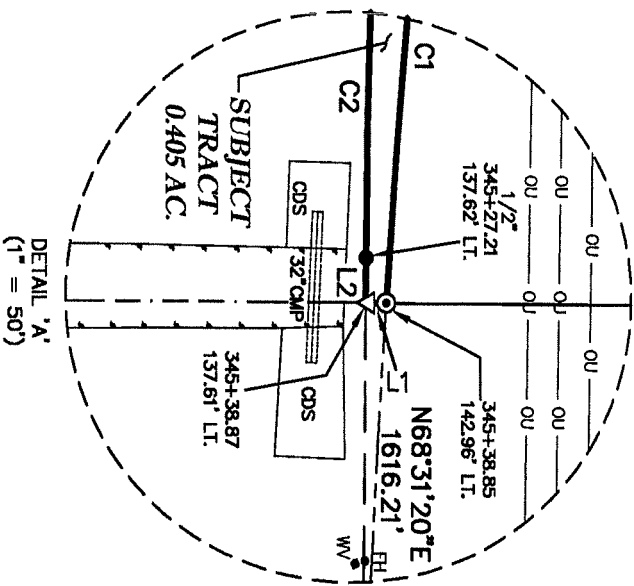
PEGGY ALMQUIST PER WCAD
ROSE K. ANDERSON AND
GERALDINE R. ALMQUIST
SOUTHERLY REMNANT PORTION OF
CALLED 134.57 AC
DOC. NO. 2014080794

WILLIAMSON COUNTY
APPRAISAL DISTRICT
PROPERTY ID: R474772

PRELIMINARY - NOT TO BE RECORDED -

SHEET 2 OF 4

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°46'40"E	5.35'
L2	S68°31'20"W	11.67'
L3	N86°45'50"W	152.58'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	3325.00'	1178.97'	2018.57"	N82°04.42"E	1172.80'
C2	2363.00'	1021.21'	24°45'41"	S80°51'25"W	1013.28'

PRELIMINARY - NOT TO BE RECORDED -

SHEET 3 OF 4

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.405 ACRE (17,649 SQ. FT.) TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE NORTHERLY REMNANT PORTION OF THE CALLED 134.57 ACRE TRACT OF LAND CONVEYED TO ROSE K. ANDERSON AND GERALDINE R. ALMQUIST (OWNER PEGGY ALMQUIST ET AL PER WCAD), RECORDED IN DOCUMENT NO. 2014080794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: CR 100, HUTTLE, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020345

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREIN ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREIN ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
- 3) THE TRACT SHOWN HEREIN LIES WITH IN ZONE 'X' AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0510F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON AUGUST 8, 2022.
- 5) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: Williamson County, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 18, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED -

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

DATE

August 25, 2022

LEGEND

- | | |
|------------------|--------------------------------|
| ● | IRON ROD FOUND |
| ● _{JSC} | IRON ROD FOUND WITH CAP |
| ⊙ | MARKED "JS COALTER" |
| ⊙ | IRON ROD SET WITH ALUMINUM CAP |
| ▽ | MARKED "WILLIAMSON COUNTY" |
| ▽ | CALCULATED POINT |
| • _{FH} | FIRE HYDRANT |
| • _W | WATER VALVE ON CONCRETE |
| ⚡ | LCRA TRANSMISSION LINE TOWER |
| —OU— | OVERHEAD UTILITY LINE |
| — | EDGE OF PAVEMENT |
| — | RIGHT-OF-WAY RECORD DEED LINE |
| — | PROPOSED RIGHT-OF-WAY LINE |
| --- | CONCRETE DRAINAGE STRUCTURE |
| --- | CONCRETE |
| --- | CORRUGATED METAL PIPE |
| --- | P.O.C. POINT OF COMMENCEMENT |
| --- | P.O.B. POINT OF BEGINNING |

SHEET 4 OF 4

Exhibit "B"

DEED
CHANDLER ROAD

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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **PEGGY IRENE ALMQUIST, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GUS LEON ALMQUIST, DECEASED; ROBERT ALMQUIST ANDERSON; RODGER RAYMOND ANDERSON; RORY ANDERSON BROWN; AND GERALDINE R. ALMQUIST, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ARTHUR RANDOLPH ALMQUIST, DECEASED**, 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"):

A description of 0.405 acres (approximately 17,649 sq. ft.) in the John Dykes Survey, Abstract No. 186, Williamson County, Texas; said 0.405 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(the "Property")**;

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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 Chandler Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

Peggy Irene Almquist
Peggy Irene Almquist, Individually

GRANTOR:

Peggy Irene Almquist
Peggy Irene Almquist, as Independent Executor
of the Estate of Gus Leon Almquist, Deceased

GRANTOR:

Robert Almquist Anderson
Robert Almquist Anderson

GRANTOR:

Rodger Raymond Anderson
Rodger Raymond Anderson

GRANTOR:

Rory A. Brown
Rory Anderson Brown

GRANTOR:

Geraldine R. Almquist
Geraldine R. Almquist, Individually

GRANTOR:

Geraldine R. Almquist
Geraldine R. Almquist, as Independent Executor
of the Estate of Arthur Randolph Almquist, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

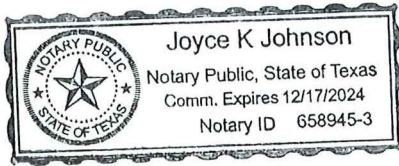
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COUNTY OF WILLIAMSON

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§

This instrument was acknowledged before me on this the 15th day of February, 2023 by Peggy Irene Almquist in the capacity and for the purposes and consideration recited therein.



Joyce K. Johnson
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

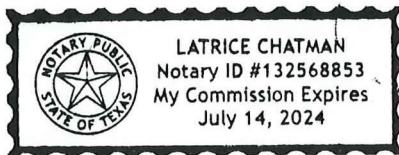
§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this the 9th day of February, 2023 by Robert Almquist Anderson in the capacity and for the purposes and consideration recited therein.



Latrice Chatman
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

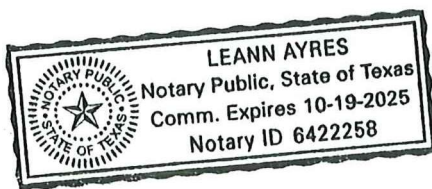
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COUNTY OF TARRANT

§

§

This instrument was acknowledged before me on this the 14th day of Feb, 2023 by Rodger Raymond Anderson in the capacity and for the purposes and consideration recited therein.



Leann Ayres
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

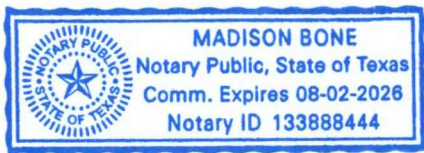
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COUNTY OF Tarrant

This instrument was acknowledged before me on this the 17th day of February, 2023 by Rory Anderson Brown in the capacity and for the purposes and consideration recited therein.

Madison Bone

Notary Public, State of Texas



ACKNOWLEDGMENT

STATE OF TEXAS

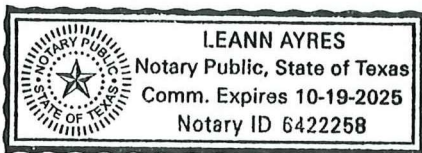
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COUNTY OF Tarrant

This instrument was acknowledged before me on this the 17th day of Feb, 2023 by Geraldine R. Almquist in the capacity and for the purposes and consideration recited therein.

Leann Ayres

Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664