

## **REAL ESTATE CONTRACT**

County Road 305/307 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by **WILLIAMSON COUNTY SHERIFF’S POSSE, Inc.** (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 1.327-acre parcel of land out of the Elisha Davis Survey, Abstract No. 172, 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 2**);

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. The Purchase Price for the Property described in Exhibit “A”, shall be the sum of ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED EIGHT and 00/100 Dollars (\$115,608.00).

2.02 The Purchase price for any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller shall be the sum of SEVENTEEN THOUSAND NINE HUNDRED NINETY-EIGHT and 00/100 Dollars (\$17,998.00).

#### **Payment of Purchase Price**

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

### Special Provisions

2.03. Fencing. As additional compensation for the Property, and as an obligation which shall survive the Closing, Purchaser agrees that if prior to June 21, 2023 it is necessary to remove any portion of the existing fencing and gates as shown on the sketch to accompany the Property description in Exhibit "A" which are located within the Property, and Seller has not otherwise constructed relocated or replacement fencing for the remaining property at that time, then Purchaser shall at its sole cost cause temporary fencing to be installed along the new northern Property boundary line prior to existing fence removal.

Any required temporary fencing shall consist of four (4) strand barbed wire and metal posts, or otherwise in substantial compliance with TxDoT Type "C" design specifications or as agreed between Seller and Purchaser in the field. If requested by Seller, following any temporary fence installation the gates at existing driveway entrances shall be relocated to the new Property line at the same drive alignment crossing location.

Unless otherwise agreed between Seller and Purchaser in advance, Purchaser shall always maintain full ingress and egress between the adjacent public roadway and the remaining property of Seller for the two (2) existing drive locations between June 21-28, 2023.

By execution of this Contract Seller agrees that Purchaser shall be temporarily allowed to access the remaining Property of Seller solely to the extent and duration required to carry out the obligations of this paragraph.

### **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 Texas National Title Company on or before May 31, 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 all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

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

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

(3) Provide reasonable assistance as requested, 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 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 the full execution of this Contract by all parties, Purchaser, its agents and contractors shall be permitted at any time after May 16, 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 County Road 305/307 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:**

WILLIAMSON COUNTY SHERIFF'S POSSE, INC.

By: Chris Mattice  
Chris Mattice (May 11, 2023 11:40 CDT)

Name: Chris Mattice

Title: Captain

Date: May 11, 2023

Address: P.O. box 2103

Georgetown, Texas, 78628

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell  
Bill Gravell (May 16, 2023 12:43 CDT)

Bill Gravell, Jr.  
County Judge

Date: May 16, 2023

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



# EXHIBIT "A"

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

## METES AND BOUNDS DESCRIPTION FOR PARCEL 2-ROW

BEING A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.327 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10280093.58, E=3147892.85) monumenting the southwest corner of the called 5.00 acre tract of land conveyed to John English, Trustee, Mark Adams, Trustee, Gail Sampley, Trustee and Gloria Vrana, Trustee of the New Hope Baptist Church of Jarrell, recorded in Document No. 2011004979 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 13 acre tract of land conveyed to Paula J. Cockrum and Karen Wilson Dye, Co-Trustees of the B. J. Wilson Irrevocable Trust, recorded in Document No. 2016016197 of the Official Public Records of Williamson County, Texas, same being on the most westerly northwest corner of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of County Road 305, from which an iron rod found with cap marked "Forest" monumenting the northwest corner of said 5.00 acre New Hope Baptist Church of Jarrell tract, same being on a point on the east boundary line of said 13 acre B. J. Wilson Irrevocable Trust tract, same being an exterior ell corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, bears N 21°04'51" W for a distance of 725.99 feet;

THENCE, N 68°34'07" E with the south boundary line of said 5.00 acre New Hope Baptist Church of Jarrell tract, the northerly boundary line of said 0.92 acre County Judge John Doerfler tract, and said north right-of-way line of County Road 305 for a distance of 299.87 feet to an iron rod found with cap marked "Forest" (Surface Coordinates: N=10280203.15, E=3148171.98) monumenting the southeast corner of said 5.00 acre New Hope Baptist Church of Jarrell tract and the southwest corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, for the southwest corner and **POINT OF BEGINNING** hereof;

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

THENCE, **N 21°04'25" W** with the east boundary line of said 5.00 acre New Hope Baptist Church of Jarrell tract and the west boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract for a distance of **80.84 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", for the northwest corner hereof;

THENCE, **N 68°50'29" E** through the interior of said 20.000 acre Williamson County Sheriff's Posse Inc. tract for a distance of **722.43 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the east boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and the west boundary line of the remnant portion of the called 446.1 acre tract of land (Fourth Tract) conveyed to Solana Ranch Company, recorded in Volume 365, Page 115 of the Deed Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and an interior ell corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, bears N 21°05'06" W for a distance of 984.28 feet;


THENCE, **S 21°05'06" E** with said east boundary line of the 20.000 acre Williamson County Sheriff's Posse Inc. tract and said west boundary line of the remnant portion of the called 446.1 acre Solana Ranch Company tract for a distance of **79.19 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the southeast corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and the most southerly southwest corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on a point in said northerly boundary line the 0.92 acre County Judge John Doerfler tract, same being on a point in said north right-of-way line of County Road 305, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on an interior ell corner of said 0.92 acre County Judge John Doerfler tract, same being on the intersection of said north right-of-way line of County Road 305 and the west right-of-way line of County Road 307, bears N 68°41'24" E for a distance of 300.25 feet;

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

THENCE, **S 68°42'40" W** with the south boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, said northerly boundary line of the 0.92 acre County Judge John Doerfler tract, and said north right-of-way line of County Road 305 for a distance of **722.45 feet** to the **POINT OF BEGINNING** hereof and containing 1.327 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor of 1.00014.

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



August 10, 2021

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



Z:\WCRB\ 2020 WA-5 CR 307 TOPO ROW 2021-63\ STANDARD LAND SURVEYS ROW PARCELS\PARCEL  
2-ROW WILLIAMSON COUNTY SHERIFFS\CR 307 PARCEL 2-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20,000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°17'20"E	55.29'
L2	S21°18'36"E	57.96'

SCALE: 1" = 60'

EXTERIOR ELL CORNER  
OF CALLED 20,000 AC.  
DOC. NO. 2019034748  
FROM WHICH A  
2" METAL POST  
BEARS S02°09'37"E 0.58'

W/CAP  
"FOREST"  
CALCULATED  
EXTERIOR ELL CORNER  
OF CALLED 20,000 AC.  
DOC. NO. 2019034748  
2MP

W.C.A.D. TAX ID: R584017  
WILLIAMSON COUNTY  
SHERIFF'S POSSE INC.  
CALLED 20,000 AC.  
DOC. NO. 2019034748

JOHN ENGLISH, TRUSTEE,  
MARK ADAMS, TRUSTEE,  
GAIL SAMPLEY, TRUSTEE AND  
GLORIA VRANA, TRUSTEE OF THE  
NEW HOPE BAPTIST  
CHURCH OF JARRELL  
CALLED 5.00 AC.  
DOC. NO. 2011004979

PAULA J. COCKRUM AND  
KAREN WILSON DYE,  
CO-TRUSTEES  
OF THE B. J. WILSON  
IRREVOCABLE TRUST  
CALLED 13 ACRES  
DOC. NO. 2016016197

SURFACE COORDINATES:  
N=10280093.58  
E=3147892.85  
P.O.C.

SURFACE COORDINATES:  
N=10280203.15  
E=3148171.98  
P.O.B.

PARCEL 2-ROW  
1.327 ACRES

COUNTY JUDGE JOHN DOERFLER  
CALLED 0.92 AC.  
DOC. NO. 9749963

COUNTY ROAD 305

THE CITY OF JARRELL  
TRACT THREE  
DOC. NO. 2007105135  
DESCRIBED IN  
DOC. NO. 2002080904

BERNARDO ESPINOZA AND  
MARGARITO ESPINOZA  
TRACT 1 - CALLED 12.01 AC.  
DOC. NO. 2017069236

PARCEL 2-ROW  
SHEET 1 OF 3

<> 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 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20,000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
 PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°17'20"E	55.29'
L2	S21°18'36"E	57.96'

SCALE: 1" = 60'

ELISHA DAVIS SURVEY  
 ABSTRACT NO. 172

W.C.A.D. TAX ID: R584017  
 WILLIAMSON COUNTY  
 SHERIFF'S POSSE INC.  
 CALLED 20,000 AC.  
 DOC. NO. 2019034748

SOLANA RANCH COMPANY  
 REMNANT PORTION OF  
 FOURTH TRACT CALLED 446.1 AC.  
 VOL. 365, PG. 115

PARCEL 2-ROW  
 1.327 ACRES  
 COUNTY JUDGE JOHN DOERFLER  
 CALLED 0.92 AC.  
 DOC. NO. 9749963

BERNARDO ESPINOZA AND  
 MARGARITO ESPINOZA  
 TRACT 1 - CALLED 12.01 AC.  
 DOC. NO. 2017069236

AL CLAWSON  
 DISPOSAL, INC.  
 CALLED 0.916  
 DOC. NO. 2020122790

LOT 1  
 PRAIRIE VIEW ESTATES  
 CAB. G, SLD. 59

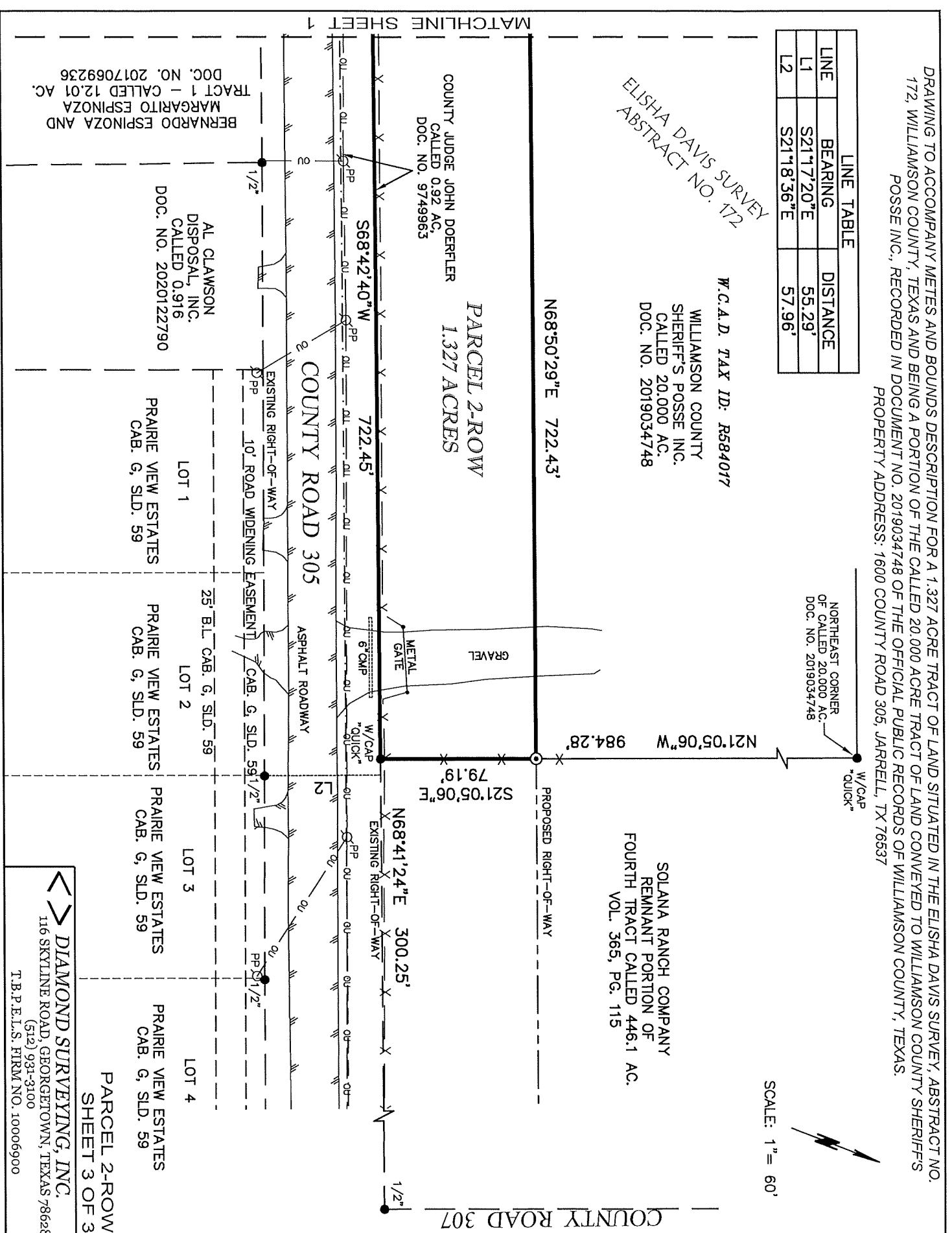
LOT 2  
 PRAIRIE VIEW ESTATES  
 CAB. G, SLD. 59

LOT 3  
 PRAIRIE VIEW ESTATES  
 CAB. G, SLD. 59

LOT 4  
 PRAIRIE VIEW ESTATES  
 CAB. G, SLD. 59

PARCEL 2-ROW  
 SHEET 3 OF 3

<> DIAMOND SURVEYING, INC.  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100  
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFFS POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

#### NOTES:

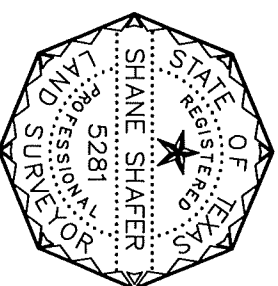
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) PARCEL 2-ROW SHOWN HEREON LIES WITHIN ZONE "X" (NO SCREEN), AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.
- 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.

#### LEGEND

●	IRON ROD FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
WM	WATER METER
2MP	2" METAL POST
OP	POWER POLE
— 00 — 00 —	OVERHEAD UTILITY LINE
— X — X —	WIRE FENCE
— // — // —	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
B.L.	BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.A.D.	WILLIAMSON CENTRAL APPRAISAL DISTRICT

To: Williamson County, Texas, 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 09, 2021. 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 1B, CONDITION III STANDARD LAND 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.



PARCEL 2-ROW  
SHEET 3 OF 3

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

AUGUST 10, 2021  
DATE

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

**DEED**  
County Road 305/307 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 **WILLIAMSON COUNTY SHERIFF'S POSSE INC.**, 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 1.327-acre (57,804 SF) parcel of land out of the Elisha Davis Survey, Abstract No. 172, 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 2)**

**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 305/307.

**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 on following page]*



**GRANTOR:**

WILLIAMSON COUNTY SHERIFF'S POSSE INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ 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:**