

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

lisad@scrrlaw.com

October 23, 2023

Via HAND DELIVERY

Russell & Raquel Salisbury
1151 CR 105
Hutto, TX 78634-3047

Re: Williamson County- CR 111
Parcel No.: 34

Dear Mr. and Mrs. Salisbury:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of fee simple title to Williamson County in and across a portion of the above-named property required as part of the County's proposed improvements to CR 111("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged Deed in and to 0.114 acre of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$5,000.00** in cash or other good funds.
2. Payment includes in full and complete satisfaction of any cost for the acquisition or relocation of any fencing within the 0.114 acre purchased right of way referenced on the sketch attached hereto as Exhibit "A".
3. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title

Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

4. This Agreement is being made, and the Deed is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about this issue.

Very truly yours,

Don Childs

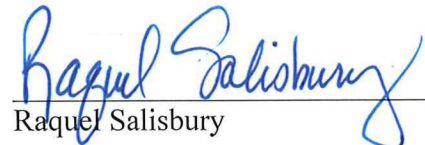
Don Childs
Sheets & Crossfield, PLLC

AGREED:



Russell Salisbury

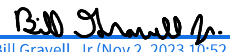
Date



Raquel Salisbury

Date

WILLIAMSON COUNTY

By: 

By: [Bill Gravell, Jr \(Nov 2, 2023 10:52 CDT\)](#)

Name: Bill Gravell Jr.

Its: Williamson County Judge

Date: Nov 2, 2023

EXHIBIT "A" FORM OF DEED FOLLOWS

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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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 RUSSELL J. SALISBURY and RAQUEL M. SALISBURY, 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:

All of that certain 0.114-acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

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 111/Westinghouse 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 25th day of October, 2023.

[signature page follows]

GRANTOR:

R. J. Salisbury
Russell J. Salisbury

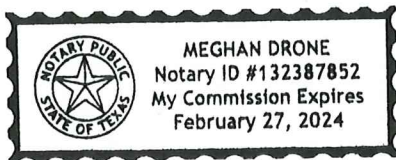
ACKNOWLEDGMENT

STATE OF TEXAS

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§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of October, 2023 by Russell J. Salisbury, in the capacity and for the purposes and consideration recited therein.



M. Drone
Notary Public, State of Texas

GRANTOR:

Raquel M. Salisbury
Raquel M. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS

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§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of October, 2023 by Raquel M. Salisbury, in the capacity and for the purposes and consideration recited therein.



M. Drone
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.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:

EXHIBIT A

County: Williamson
Parcel: 34, Part 1
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34, Part 1

BEING a 0.114 of one acre parcel (4,949 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Said 0.114 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197356.24, E: 3154578.36) in the East line of said 44.72 acre tract and the West line of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 192+13.25, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 15.00 acre tract and said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 449.98 feet;

THENCE over and across said 44.72 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following three (3) courses and distances:

1. South 68°52'30" West a distance of 391.83 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10197215.03, E: 3154212.86) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 188+21.42;
2. **South 68°52'30" West** a distance of **11.72** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left; and
3. Southwesterly along the arc of said curve to the left having a radius of **1568.00** feet, an arc length of **88.32** feet, a delta angle of **03°13'45"**, and a chord which bears **South 67°15'45" West** a distance of **88.31** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 44.72 acre tract and the East line of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of said Official Records;

THENCE **North 21°11'30" West** departing said proposed Northwesterly right-of-way line of County Road No. 105, along said West line of the 44.72 acre tract and said East line of the 2.87 acre tract, a distance of **50.00** feet to the Northwest corner of the herein described tract, from which

a 1/2-inch iron rebar found for the Northeast corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records, being the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas, and being in said West line of the 44.72 acre tract, bears North 21°11'30" West a distance of 282.86 feet;

THENCE over and across said 44.72 acre tract, the following two (2) courses and distances:

1. **North 67°27'00" East** a distance of **100.03** feet to the Northeast corner of the herein described tract; and
2. **South 21°11'30" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

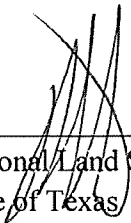
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

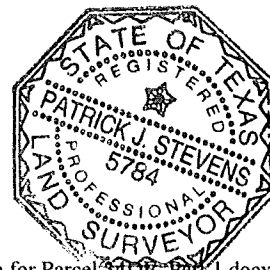
COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



6.60 AC
ROBERT R.
THOMPSON,ET UX
1999055611

REMAINDER OF
30.00 AC
WALLACED. DANIEL, JR.
2369/611

2.87 AC
WALLACE DANIEL, JR
2314/532

44.72 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
2319/861

15.00 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
1988/496

PROPOSED
DRAINAGE
EASEMENT
4,949 SF
0.114 AC

POINT OF BEGINNING
STA. 188+21.42
O/S 68.00' LT
SURFACE COORDINATES
N 10197215.03
E 3154212.86

POINT OF COMMENCEMENT
STA. 192+13.25
O/S 68.00' LT
SURFACE COORDINATES
N 10197356.24
E 3154578.36

STA. 187+25.20
O/S 68.00' LT

STA. 188+09.70
O/S 68.00' LT

(L2) - 1

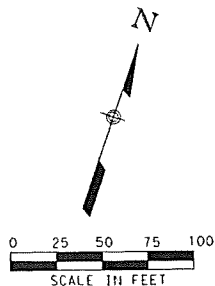
CR 105

ERIC J. &
HELEN LENK
2010075263

1
COMMON
AREA 1

34
JOSE E. &
JOEL E. CARRILLO
2014020953

BELL MEADOWS
SECTION ONE
0/95

J. MCQUEEN
ABSTRACT No. 426

PAGE 1 OF 2



ADDRESS		1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
METRIC		512.930.9412		STIEGERBIZZELL.COM	
SERVICES		>>ENGINEERS		>>SURVEYORS	

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:
1" = 100'

PARCEL:
34DE,
PART 1

PROJECT:
CR 111

COUNTY:
WILLIAMSON



WILLIAMSON
COUNTY

1849

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 20°50'15" W	74.21'
L4	S 68°16'30" W	409.17'
L5	S 68°52'30" W	11.72'
L6	N 21°11'30" W	50.00'
L7	N 67°27'00" E	100.03'
L8	S 21°11'30" E	50.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	S 67°15'45" W	88.31'	3°13'45"
C2	1,568.00'	417.75'	S 58°01'00" W	416.52'	15°16'00"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

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



[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS

PAGE 2 OF 2

STEGE BIZZELL

ADDRESS 1976 S. AUSTIN AVENUE GEORGETOWN, TX 75228
 METERS 512.000.0412
 SURVEY 512.000.0412
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY

SCALE:
 1"=100'

PARCEL:
 34DE,
 PART 1

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON

