

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **THE GLENN AND MARY JO TSCHOERNER TRUST UNDER INSTRUMENT DATED OCTOBER 3, 2012** (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 0.9821 acre (42,786 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements 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 ONE HUNDRED FORTY-SEVEN THOUSAND and 00/100 Dollars (\$147,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Consideration

2.03. Driveway Construction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed CR 314 roadway improvement construction project on the Property it shall at its sole expense cause the construction of a driveway connection between the proposed road improvements and the remaining property line of Seller. The driveway construction shall include any required culverts and drainage according to Williamson County design standards, shall be fifteen feet (15') wide with fifteen foot (15') radii, and located at Station 56+50L of the proposed CR 314 roadway project, as otherwise shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Contract Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the time period necessary 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

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 December 15, 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.
- (d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "C" 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 December 15, 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 CR 314 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 page follows]

SELLER:

The Glenn and Mary Jo Tschoerner Trust under
instrument dated October 3, 2012

By: Glenn Tschoerner Address: 13510 FM 1915
Mary Jo Tschoerner Buckholts, TX 76518
Name: Glenn TSCHOERNER MARY JO TSCHOERNER
Title: Trustees
Date: 11/30/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr. (Dec 13, 2023 10:42 CST)
Bill Gravell, Jr.
County Judge

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

Date: Dec 13, 2023

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.9821 ACRE (42,786 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 83.065 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER, CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST RECORDED IN DOCUMENT NO. 2013096865, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.9821 ACRE (42,786 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being the intersection of the existing westerly Right-of-Way (ROW) line of County Road 312 (C.R. 312 also known as F. B. Schwertner Road) (ROW width varies) and the proposed northerly ROW line of County Road 314 (C.R. 314) (ROW width varies), said line being on the existing easterly boundary line of said 83.065 acre tract (Grid Coordinates determined as N= 10,262,408.17, E= 3,151,690.06), and being 68.00 feet left of engineer's baseline station 61+02.88, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found on said common line of the 83.065 acre tract and said C.R. 312 bears N 21°39'13" W a distance of 1506.15 feet;

- 1) **THENCE, S 21°39'13" E**, departing said proposed northerly ROW line, with said existing westerly ROW line of C.R. 312, and said easterly boundary line of said 83.065 acre tract, a distance of **40.43** feet to a 1/2" iron rod found, at the existing intersection of said westerly ROW line of C.R. 312 and the existing northerly ROW line of C.R. 314 (ROW width varies) being the southeasterly corner of said 83.065 acre tract, for the southeasterly corner of the herein described parcel;
- 2) **THENCE, S 68°32'07" W**, departing said existing westerly ROW line of C.R. 312, with said existing northerly ROW line of C.R. 314, same line being the southerly boundary line of said 83.065 acre tract, a distance of **753.89** feet to a 1/2" iron rod found, being an ell corner in the existing northerly ROW line of said C.R. 314, being in the easterly boundary line of that called 140.892 acre tract of land described in a Special Warranty Deed to The Gronk, LP recorded in Document No. 2021022888, of the Official Public Records of Williamson County, Texas, same point being the southwesterly corner of said 83.065 acre tract, for the southwesterly corner of the herein described parcel and from which point a cotton gin spindle found being an ell corner in said existing northerly ROW line of C.R. 314, said point being the southeasterly corner of said 140.892 acre tract bears S 21°24'07" E, for a distance of 12.67 feet;
- 3) **THENCE, N 21°34'41" W**, departing said existing northerly ROW line of C.R. 314, with the easterly boundary line of said 140.892 acre tract, same line being the westerly boundary line of said 83.065 acre tract, a distance of **85.57** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set on said proposed northerly ROW line of C.R. 314 at the beginning of a tangent curve to the right being 68.00 feet left of engineer's baseline station 53+43.04, for the northwesterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line C.R. 314, through the interior of said 83.065 acre tract, the following four (4) courses:

- 4) along said curve to the right, having a radius of **3,108.00** feet, a delta angle of **01°10'04"**, an arc length of **63.35** feet, and a chord which bears **N 73°13'24 E**, a distance of **63.35** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point of tangency and being 68.00 feet left of engineer's baseline station 54+05.01;

County: Williamson
Parcel: 3, Tschoerner Trust
Highway: County Road 314

11/07/2023
Page 2 of 4

- 5) **N 73°48'27" E**, a distance of **257.84** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, at the beginning of a tangent curve to the left, and being 68.00 feet left of engineer's baseline station 56+62.85;
- 6) along said curve to the left, having a radius of **2,972.00** feet, a delta angle of **04°09'17"**, an arc length of **215.51** feet, and a chord which bears **N 71°43'48 E**, a distance of **215.46** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for the point of tangency and being 68.00 feet left of engineer's baseline station 58+83.29;
- 7) **N 69°39'10" E** a distance of **218.95** feet to the **POINT OF BEGINNING**, containing 0.9821 acre (42,786 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

I, Miguel A. Escobar, 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 direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Registration No. 5630
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

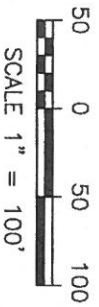


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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	3,108.00'	01°10'04"	63.35'	N73°13'24"E	63.35'
C2	2,972.00'	04°09'17"	215.51'	N71°43'48"E	215.46'



THE GRONK, LP
140.892 AC.
DOC. NO. 2021022888
O.P.R.W.C.T.

ISAAC BUNKER SURVEY
ABSTRACT NO. 54

GLENN HOWARD TSCHOERNER AND
MARY JOSEPHINE TSCHOERNER,
CO-TRUSTEES OF THE GLENN AND
MARY JO TSCHOERNER TRUST
83.065 AC.
DOC. NO. 2013096865
O.P.R.W.C.T.

P.O.B.
GRID COORDINATES:
N=10,262,408.17
E=3,151,690.06
STA. 61+02.88
68.00' LT

NO.	DIRECTION	DISTANCE
L1	S21°39'13"E	40.43'
L2	S21°24'07"E	12.67'
L3	N21°34'41"W	85.57'

JOHN CARROTHERS SURVEY
ABSTRACT NO. 148

PROJECT NO.: SLAN-001

PARCEL PLAT SHOWING PROPERTY OF

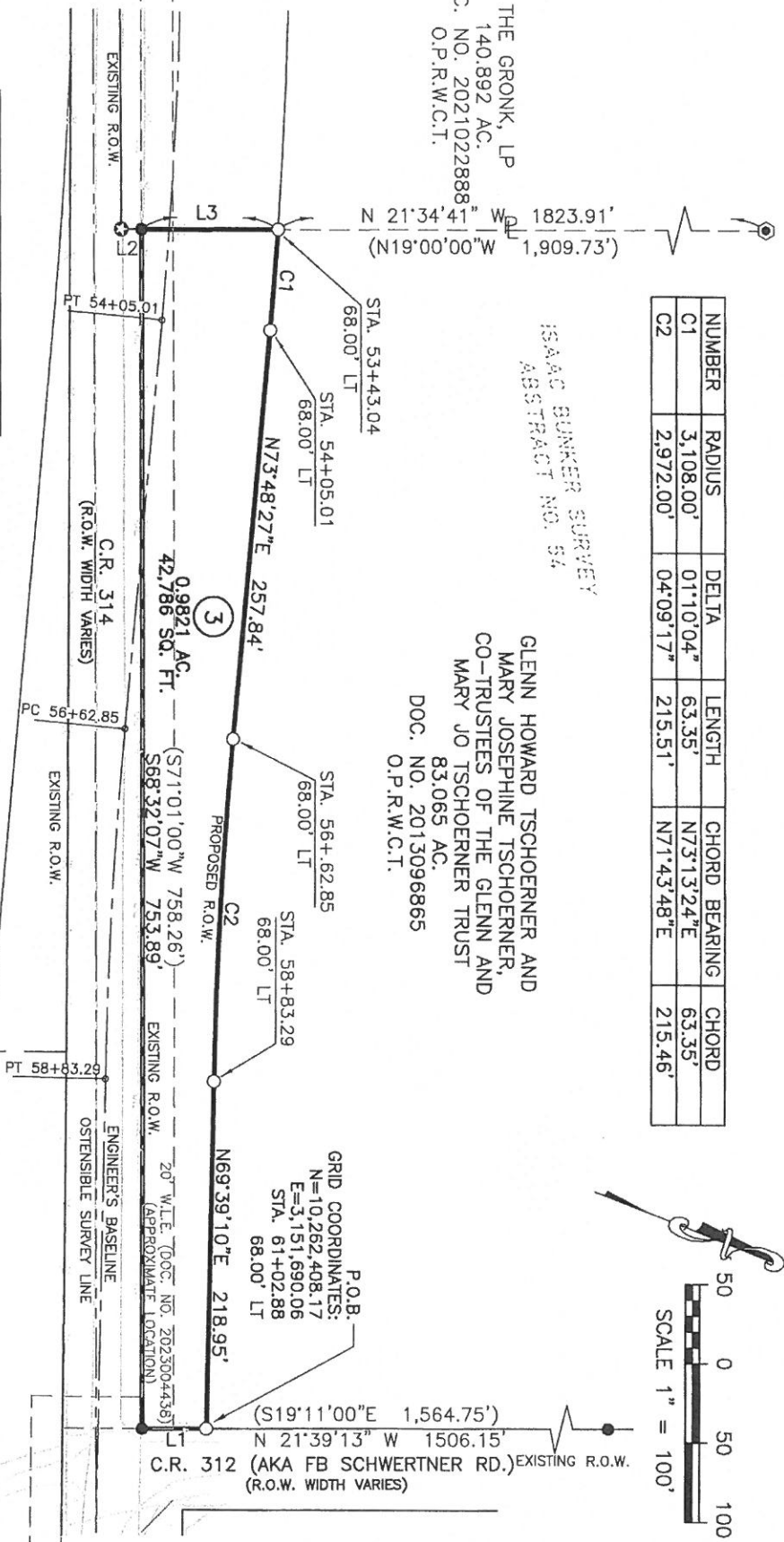
11/07/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1304 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER,
CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST

PROJECT
C.R. 314

PARCEL 3
0.9821 AC.
42,786 SQ. FT.
PAGE 3 OF 4



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART A OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

3) THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF# GT2301874, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 22, 2023, ISSUED DATE JUNE 28, 2023.

- 10a. RIGHT OF WAY EASEMENT DATED OCTOBER 14, 1936, EXECUTED BY CARL GISTINGER AND BERTHA GISTINGER TO TEXAS POWER LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 381, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10b. RIGHT OF WAY EASEMENT DATED OCTOBER 19, 1936, EXECUTED BY W. T. FOSTER ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 409, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10c. EASEMENT DATED OCTOBER 9, 1946, EXECUTED BY FELIX SCHWERTNER TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 346, PAGE 135, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10d. EASEMENT DATED MAY 16, 1973, EXECUTED BY JOSEPHINE SCHWERTNER TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY OF TEXAS, RECORDED IN VOLUME 576, PAGE 216, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

LEGEND

- COTTON SPINDLE FOUND
- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLAMSON COUNTY" SET
- PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

PROJECT NO.: SLAN-001

PARCEL PLAT SHOWING PROPERTY OF

GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER,
CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST



WILLAMSON COUNTY

PROJECT
C.R. 314

PARCEL 3
0.9831 AC.
42.786 SQ. FT.
PAGE 4 OF 4

- 10e. RIGHT OF WAY EASEMENT DATED OCTOBER 24, 1972, EXECUTED BY JOSEPHINE SCHWERTNER TO JARRELL-SCHWERTNER WSC, RECORDED IN VOLUME 601, PAGE 270, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10f. EASEMENT AND RIGHT OF WAY DATED MARCH 17, 1977, EXECUTED BY JOSEPHINE SCHWERTNER ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 666, PAGE 239, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10g. EASEMENT AND RIGHT OF WAY DATED JANUARY 29, 1997, EXECUTED BY MARY JOSEPHINE TSCHOERNER TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED UNDER DOCUMENT NO. 9707633, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10h. WATER UTILITY EASEMENT WITH TEMPORARY CONSTRUCTION EASEMENT DATED JANUARY 11, 2023, EXECUTED BY GLENN AND MARY J. TSCHOERNER TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2023004438, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10i. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (NOT A SURVEY MATTER)
- 10j. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10k. RIGHTS OF PARTIES IN POSSESSION.
- 10l. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETIC

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.

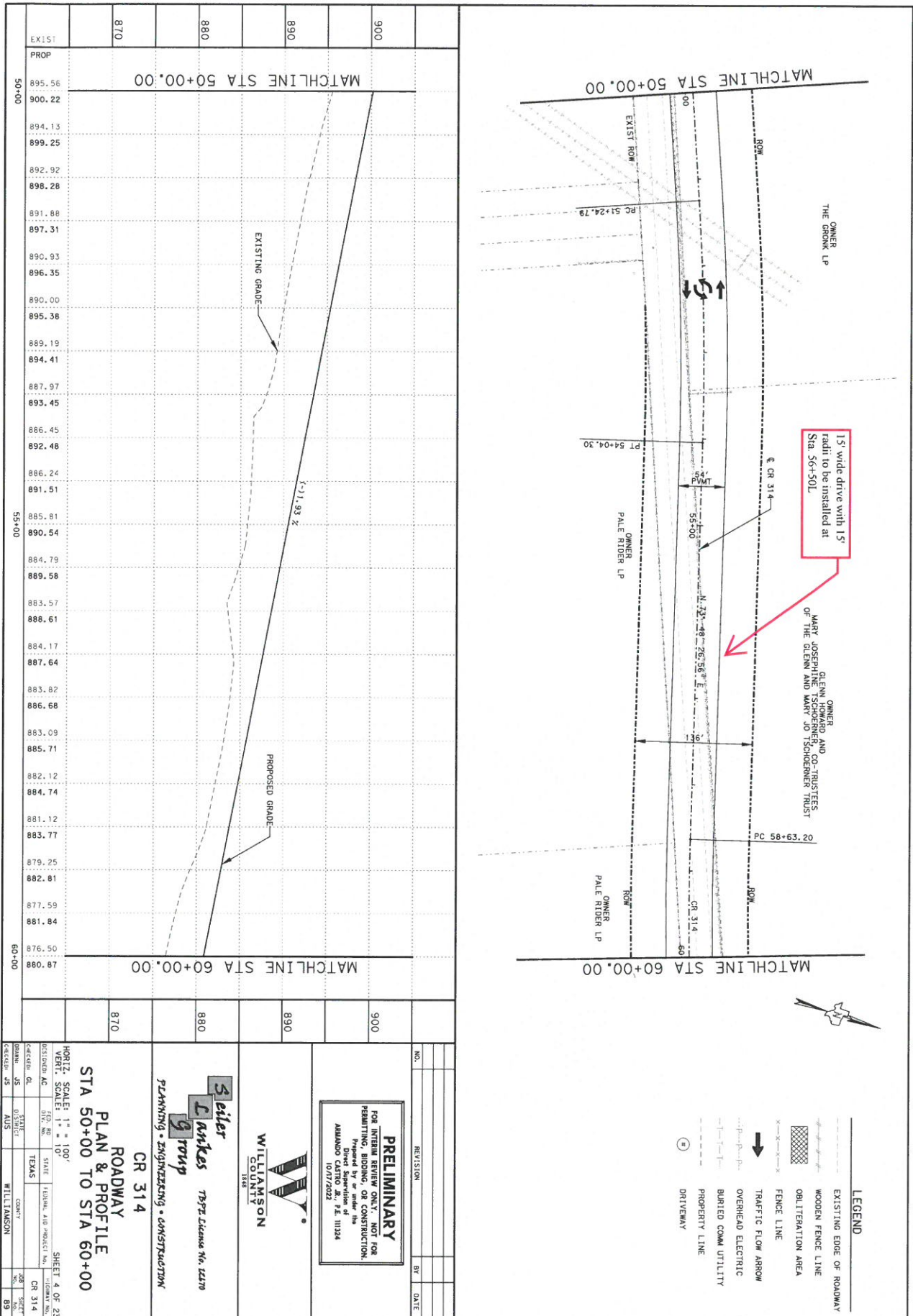
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 100591100












11/07/2023

EXHIBIT "B"

USER: mcastro
 DATE: 10/17/2022 6:38
 SCRIPT: p:\pawer\sig-eng.com\Sig-De\Documents\WILCO001-CR314\Design_Detail - Design\Miscellaneous\CR314_plot.pn
 FILE: p:\pawer\sig-eng.com\Sig-De\Documents\WILCO001-CR314\Design_Detail - Design\Plan_Set\CR314_Roadway\CR314_PP_54.dgn





- ## LEGEND
- | | |
|---|--------------------------|
|  | EXISTING EDGE OF ROADWAY |
|  | WOODEN FENCE LINE |
|  | OBTLITERATION AREA |
|  | FENCE LINE |
|  | TRAFFIC FLOW ARROW |
|  | OVERHEAD ELECTRIC |
|  | BURIED CORM UTILITY |
|  | PROPERTY LINE |
|  | DRIVEWAY |

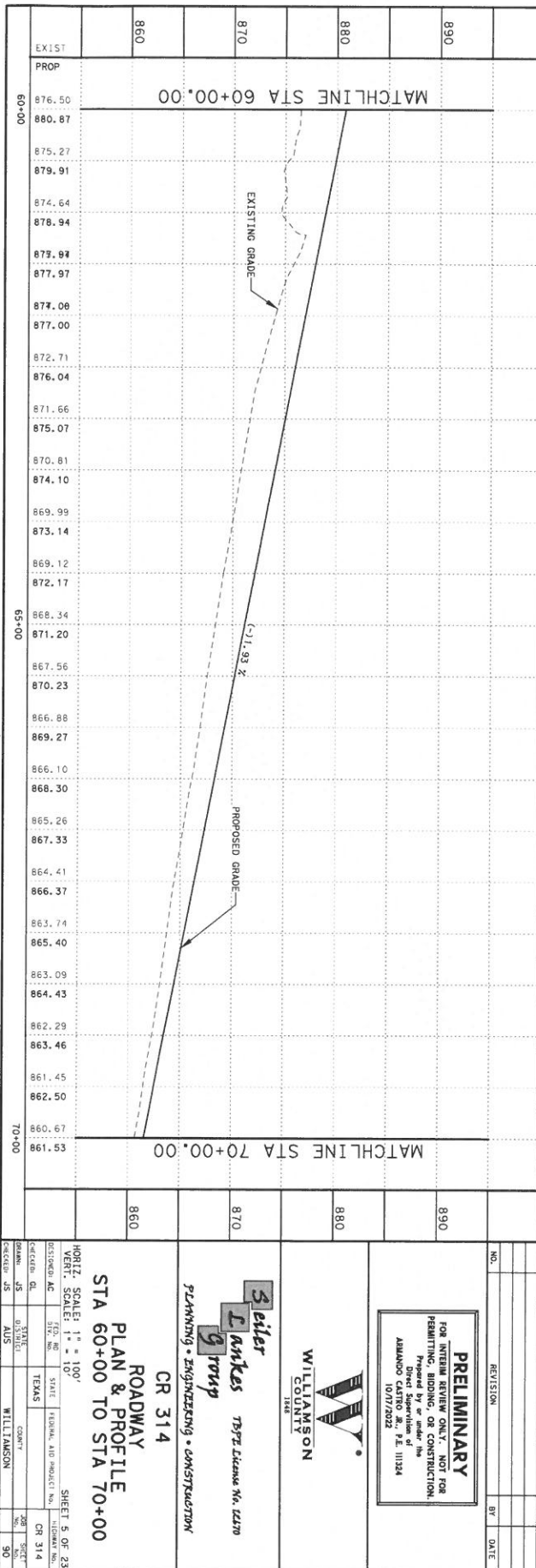


EXHIBIT "C"

Parcel 3

DEED

County Road 314 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 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 **THE GLENN AND MARY JO TSCHOERNER TRUST UNDER INSTRUMENT DATED OCTOBER 3, 2012**, 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(s) or parcel(s) 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"):

All of that certain 0.9821 acre (42,786 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 Grantee's roadway facilities and all related appurtenances.

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:

The Glenn and Mary Jo Tschoerner Trust under instrument dated October 3, 2012

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: