

## **REAL ESTATE CONTRACT**

CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **MICHAEL J MADDING** (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:

All of that certain 0.538-acre (23,450 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**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 and Additional Compensation**

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of NINETY-NINE THOUSAND SIX HUNDRED SIXTY and 00/100 Dollars (\$99,660.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of SIXTY-EIGHT THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$68,800.00).

#### **Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

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 Longhorn Title Company on or before May 15, 2024, 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.

(2) 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 and Additional Compensation.

#### 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 the 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) Easement, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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

## ARTICLE VIII MISCELLANEOUS

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

#### Counterparts


8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 15, 2024 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 313 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(S):**

  
Michael J. Madding

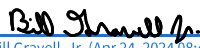
Date: 4/17/2024

Address: \_\_\_\_\_

\_\_\_\_\_

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr. (Apr 24, 2024 08:48 CDT)  
Bill Gravell, Jr.  
County Judge

Date: Apr 24, 2024

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

Exhibit "A"

County: Williamson  
Parcel No.: 2  
Tax ID: R336513  
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.538 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "UP ENGINEERING AND SURVEYING" (Grid Coordinates: N=10268401.99, E=3159436.69) monumenting the southwest corner of said 5.29 acre Madding tract and the southeast corner of the called 5.515 acre tract of land conveyed to ATX 313 Pro, LLC, recorded in Document No. 2022134963 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 22°12'45" W** with the west boundary line of said 5.29 acre Madding tract and the east boundary line of said 5.515 acre ATX 313 Pro, LLC tract, for a distance of **39.66 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY", for the northwest corner hereof, from which an iron rod found with cap marked "FOREST RPLS 1847" monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on said east boundary line of the 5.515 acre ATX 313 Pro, LLC tract, bears N 22°12'45" W for a distance of 396.21 feet;

THENCE, **N 66°43'41" E** through the interior of said 5.29 acre Madding tract, for a distance of **526.24 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.29 acre Madding tract and the west boundary line of the called 5.28 acre tract of land conveyed to Brandi Ritchie and John Fredrick Schimanski Jr, wife and husband, recorded in Document No. 2020121288 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said Ritchie and Schimanski Jr., tract and an interior ell corner of the called 6.31 acre tract of land conveyed to the Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, bears N 21°24'02" W for a distance of 386.37 feet and N 67°48'13" E for a distance of 528.26 feet;




County: Williamson  
Parcel No.: 2  
Tax ID: R336513  
County Road: 313 East of County Road 332 Jarrell

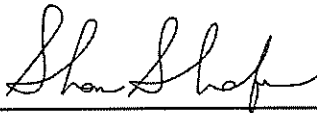
THENCE, **S 21°24'02" E** with said east boundary line of the 5.29 acre Madding tract and said west boundary line of the 5.28 acre Ritchie and Schimanski tract, for a distance of **49.55 feet** to an iron rod found with cap marked "FOREST RPLS 1847" monumenting the southeast corner of said 5.29 acre Madding tract and the southwest corner of said 5.28 acre Ritchie and Schimanski tract, same being on said north right-of-way line of County Road 313, for the southeast corner hereof;

THENCE, **S 67°48'17" W** with the south boundary line of said 5.29 acre Madding tract and said north right-of-way line of County Road 313 for a distance of **525.44 feet** to the **POINT OF BEGINNING** hereof and containing 0.538 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor of 1.00015. Coordinates shown hereon are grid.

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



February 07, 2024

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

DATE



Z:\WCRB\\_2020 WA-7 CR 313 EAST OF CR 332 2023-42\\_FINAL ROW SURVEYS LTSPARCEL 2 CR 313 - MADDING FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

S67°48'13"W

DANIEL RANGEL AND  
ANNA C. RANGEL  
CALLED 5.35 AC.  
DOC. NO. 2020128146

531.62'

NORTHEAST CORNER OF 5.28 AC.  
DOC. NO. 2020121288  
INTERIOR ELL CORNER OF 6.31 AC  
DOC. NO. 2018023919

ATX 313 PRO, LLC  
CALLED 5.515 AC.  
OC. NO. 2022134963

SCALE: 1" = 60'

MICHAEL J. MADDING  
CALLED 5.29 AC.  
DOC. NO. 2016004904  
WILLIAMSON CENTRAL  
APPRAISAL DISTRICT (WCAD)  
PROPERTY ID: R336513

15' WATER LINE EASEMENT  
DOC. NO. 2016033649

G. SCHNEIDER SURVEY  
ABSTRACT NO. 579

APPROXIMATE SURVEY LINE N66°43'41"E

PROPOSED R.O.W.

BRANDI RITCHIE AND  
JOHN FREDRICK SCHIMANSKI JR,  
WIFE AND HUSBAND  
CALLED 5.28 AC. \_\_\_\_\_  
DOC. NO. 2020121288  
N21°24'02"W 386.37'

GRID COORDINATES:  
N=10268401.99  
E=3159436.69

PROPOSED R. 100-11  
G. SCHNEIDER SURVEY  
ABSTRACT NO. 580  
S657.

PARCEL 2  
0.538 AC.

580  
S67°48'17"W

525 44'

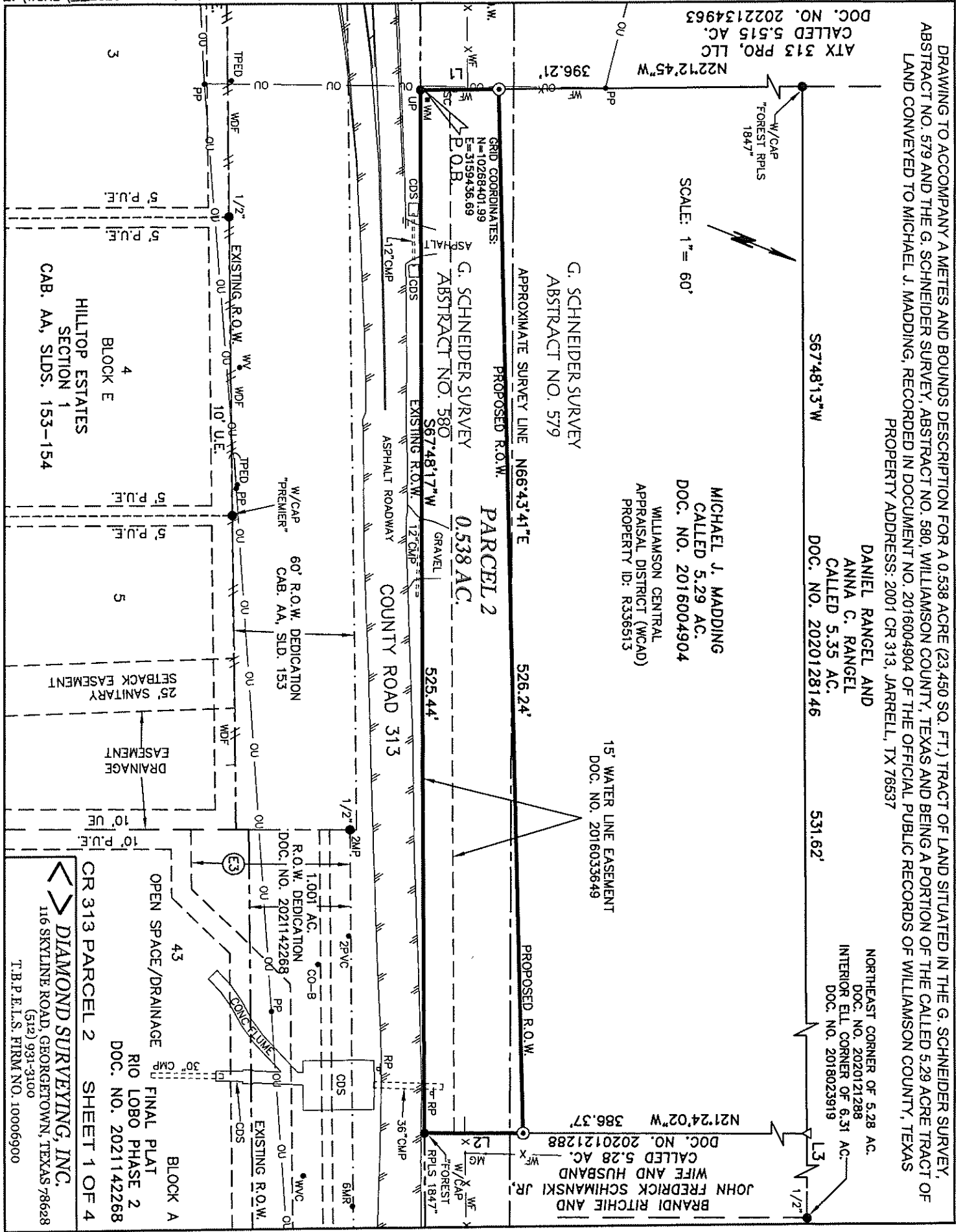
COUNTY ROAD 313

60' R.O.W. DEDICATION  
CAB. AA, SLD. 153  
W/CAP  
"PREMIER"

CR 313 PARCEL 2 SHEET 1 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 A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS  
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

LEGEND

- IRON ROD FOUND
- UP IRON ROD FOUND WITH CAP MARKED "UP ENGINEERING AND SURVEYING"
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLAMSON COUNTY"
- PP POWER POLE
- DOWN GUY
- TPED TELEPHONE PEDESTAL
- WV WATER VALVE
- WVC WATER VALVE ON CONCRETE
- WM WATER METER
- 2MP 2" METAL POST
- 6MR 6" METAL RISER
- 2PVC 2"PVC RISER
- RP REFLECTOR POST
- X X WIRE FENCE (WF)
- \\ \\ WOOD FENCE (WDF)
- — EDGE OF PAVEMENT
- OU — OVERHEAD UTILITY LINE
- — RIGHT-OF-WAY DEDICATION LINE
- — EXISTING RIGHT-OF-WAY LINE
- — EASEMENT LINE
- — ADJOINING BOUNDARY LINES
- — SUBDIVISION LOT LINES
- — SUBJECT TRACT BOUNDARY
- MG METAL GATE
- SC STONE COLUMN
- CONC CONCRETE
- CDS CONCRETE DRAINAGE STRUCTURE
- CMP CORRUGATED METAL PIPE
- U.E. UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

EASEMENT INFORMATION

ⓔ LONE STAR REGIONAL WATER AUTHORITY AND SONTERA MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT CALLED 1.925 AC. DOC. NO. 2020089500

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°12'45"W	39.66'
L2	S21°24'02"E	49.55'
L3	N67°48'13"E	528.26'

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

#### TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GTE2402425, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated November 4, 1927, executed by Carrie McDonald et al to Texas Power & Light Company, recorded in Volume 235, Page 70, Deed Records, Williamson County, Texas. Not a part of the subject tract

10b. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 4, 1980, by and between R. F. Goode and Claudia E. Goode, as Lessor and W. L. McGinnis, as Lessee, recorded on October 6, 1980, in Volume 811, Page 638, Deed Records, Williamson County, Texas. Not a survey matter.

10c. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 11, 1992 and recorded on December 14, 1992 in Volume 2230, Page 724, Official Records, Williamson County, Texas, which document contains the following language: "a reservation of an undivided 1/2 interest in and to all oil, gas and other minerals in and under or hereafter produced from the above-described land". Not a survey matter.

10d. Electric Utility Easement dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's heretofore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10e. Electric Utility Easement dated August 31, 2004, executed by Dona Ann Vogt to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016066, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 10.57 acre tract of land described in said Document. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around such pole, guy wire, anchor structure of other facility."

10f. Right of Way Easement dated January 20, 2016, executed by Michael Madding to Schwerthner Water Supply Corporation, recorded under Document No. 2016033649, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon, plotted 15 feet north of and parallel to the north right-of-way line of County Road 113, however may not be the exact location. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed the easement herein granted shall be limited to a strip of land 15' in width, the centerline thereof be located across said land as follows: Only along County Road 313 and no more than 15' inside property line."

CR 313 PARCEL 2 SHEET 3 OF 4

<> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

(512) 931-3100

T.B.P.E.L.S. FIRM NO. 10006900

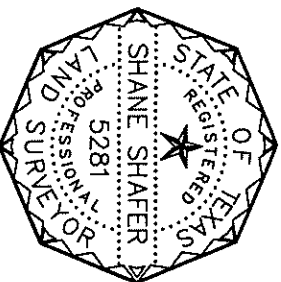
DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537


NOTES:

- 1) 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 1.00015. COORDINATES SHOWN HEREON ARE GRID.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (AND SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.
- 4) ACCESS TO SUBJECT TRACT WAS DENIED BY LAND OWNER. THERE ARE EXISTING IMPROVEMENTS ON SUBJECT TRACT NOT SHOWN HEREON.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC, 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 February 06, 2024. 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.



 February 07, 2024  
SHANE SHAFER, R.P.L.S. NO. 5281  
DATE

CR 313 PARCEL 2 SHEET 4 OF 4

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

Exhibit "B"

Parcel 2

**DEED**  
County Road 313 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 **MICHAEL J. MADDING**, 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 0.538-acre (23,450 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**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, 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 \_\_\_\_\_, 2024.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Michael J. Madding

**ACKNOWLEDGMENT**

STATE OF TEXAS

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§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2024 by Michael J. Madding 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:**