

## **REAL ESTATE CONTRACT**

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHRISTOPHER L. ANDERSON and AMYJO ANDERSON** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), and collectively referred to as the "Parties," 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 contiguous tracts of land described as follows:

Tract One:

All of that certain 0.063-acre (2,746 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**);

Tract Two:

Approximately 1,800 square feet of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; and being more particularly identified in Exhibit "B" attached hereto and incorporated herein (**Parcel 18A**).

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 PROVISIONS**

#### **Purchase Price**

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A and Exhibit B shall be the sum of ONE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars (\$115,000.00). The Parties acknowledge that SIXTY-FOUR THOUSAND TWO HUNDRED TEN and 00/100 Dollars (\$64,210.00) has been paid by Purchaser to Seller according to that certain Possession and Use Agreement recorded as Document No. 2024041393 in the Williamson County Real Property Records, leaving a balance due of FIFTY THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars (\$50,790.00).



### Payment of Purchase Price and Additional Compensation

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

### Driveway and Improvement Reconstruction

2.03. Driveway Reconstruction. As an obligation of the Purchaser that shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to County Road 255 upon the Property, it shall cause a replacement driveway and culverts to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "C" attached hereto and incorporated herein. By execution of this Contract, Seller shall allow Purchaser, its agents, and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

### Access to Seller's Remainder Property

2.04. Access Maintenance to Remainder Property. Purchaser acknowledges that Tract One and Tract Two, the Property, exist as Seller's sole point of ingress and egress to Seller's remainder property. As an obligation of the Purchaser that shall survive the Closing of this transaction, and during the construction of any improvements to County Road 255 upon the Property, Purchaser agrees that it will not cause Seller's access to/from Seller's remainder property to/from County Road 255 to be closed, denied, or obstructed. At all times during the construction of any roadway improvements to County Road 255 upon the Property, Purchaser shall ensure that Seller enjoys and maintains uninterrupted access to Seller's Remainder Property by ingress and egress along Daniels Mountain Road, situated north and adjacent to the Property. *See Exhibit "E."* Purchaser acknowledges and agrees that Access Maintenance to Remainder Property shall accommodate ingress and egress of Seller's vehicles. As an obligation of the Purchaser that shall survive the Closing of this transaction, and to the extent Access Maintenance to Remainder Property results in damage to Seller's fence, Purchaser agrees to restore and/or repair Seller's fence to the same or substantially similar condition as it existed prior to the commencement of roadway construction on County Road 255.

### Relocation of Seller's Water Line and Restoration of Water Service

2.05. Purchaser's Obligation to Relocate Seller's Water Line. Purchaser acknowledges the existence and location of Seller's water line and double check valve, which provide water service to the Seller and are used for the benefit of the Seller's Property. As an obligation of the Purchaser that shall survive the Closing of this transaction, and during the construction of any improvements to County Road 255 upon the Property, Purchaser agrees to relocate Seller's water line to the Remainder Property and to restore the functionality and use of Seller's water line to the same or substantially similar condition as it existed prior to the commencement of roadway construction on County Road 255. During the construction of improvements to County



Road 255, Purchaser agrees to provide reasonable notice to Seller prior to any shutoff or disruption of the water line.

### **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.

#### **Completion of Property Description**

3.02. Legal Description of Tract Two. Prior to the Closing, and as a condition precedent to the Closing or to any obligation of Seller to convey any portion of the Property, either Tract One or Tract Two, Purchaser will obtain at no cost to Seller a metes and bounds description of Parcel 18A (the "Parcel 18A Survey"). The Parcel 18A Survey shall be completed and certified by a Registered Professional Land Surveyor.

3.03. Purchaser shall deliver the Parcel 18A Survey to Seller or Seller's representatives on or before July 1, 2024.

#### **Miscellaneous Conditions**

3.04. Purchaser 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 Purchaser 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 September 3, 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 and Exhibit B, 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 "D" 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

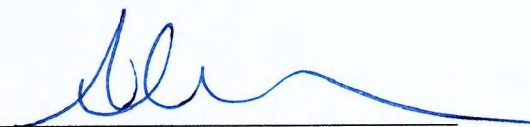
8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after September 3, 2024, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 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.

**SELLER:**



Christopher L. Anderson

Date: 7-30-2024

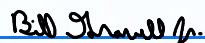


AmyJo Anderson

Date: 7/30/2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By   
Bill Gravell, Jr.  
County Judge

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

Date: Aug 6, 2024



# Exhibit A



**EXHIBIT "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.063 ACRE RIGHT-OF-WAY PARCEL NO. 18  
CHRISTOPHER AND AMYJO ANDERSON  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.34 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER L. AND AMYJO ANDERSON IN A WARRANTY DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.063 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½ inch iron rod with cap marked "RPLS 2218" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 15.00 acre tract of land a described in the deed conveyed to Tanya and Joseph Blanco of record in document no.: 2020105303, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "1213", bears South 20°40'43" East, a distance of 500.19 feet;

**THENCE** North 20°46'33" West with the west line of said Anderson tract and the existing east right-of-way line of said County Road 255 a distance of 30.15 feet to the northwest corner of the herein described tract, the Northwest corner of said Anderson tract, and being in the South line of that certain tract of land as conveyed to Vale Building Group, LLC, according to the deed filed of record in instrument number (2018098547), official public records Williamson County, Texas, from which an iron rod with cap marked "Stegar Bizzell" found at the Southwest corner of said Vale tract bears South 70°49'46" West a distance of 14.91 feet;



**THENCE** North 70°49'50" East with the North line of said Anderson tract and the South line of said Vale Building Group tract a distance of 91.30 feet to the northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a found 60d nail and fence corner post bears North 70°49'50" East a distance of 1,853.67 feet;

**THENCE** South 20°05'16" East across said Anderson tract a distance of 30.15 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson tract and the North line of said Blanco tract from which 1/2 inch iron rod with "Unreadable" cap found at the Northeast corner of said Blanco tract bears North 70°50'12" East a distance of 1,222.22 feet;

**THENCE** South 70°50'12" West with the South line of said Anderson tract and the North line of said Blanco tract a distance of 90.94 feet to the **POINT OF BEGINNING**, containing 0.063 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 18.

I hereby certify that the hereon map and description was performed under my direct supervision:



Charles G. Walker      Date: September 21, 2023  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800





**SKETCH TO ACCOMPANY A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

**Surveyor's Notes:**

Only those easements and that information listed in Title Commitment File No. GT2201309, issued by Texan Title Insurance Company on October 31, 2022, 8:00am, with an effective date of October 19, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10h. Telephone Company Right of Way Easement Recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. To Mid-State Telephone Company. (Does affect, referenced to a called 330 acre tract)

10 i. Right of way Easement recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas. To: Chisholm Trail Water Supply Corp. and transferred to Chisholm Trail Special Utility District in instrument recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. Purpose: Water Pipeline. (Does affect, referenced to a called 380.05 acre tract)

10j. Easement Evidenced in Warranty Deed recorded under Document No.: 2002048036, Official records, Williamson County, Texas. Purpose: 30' access easement. (Does affect, West portion of tract).

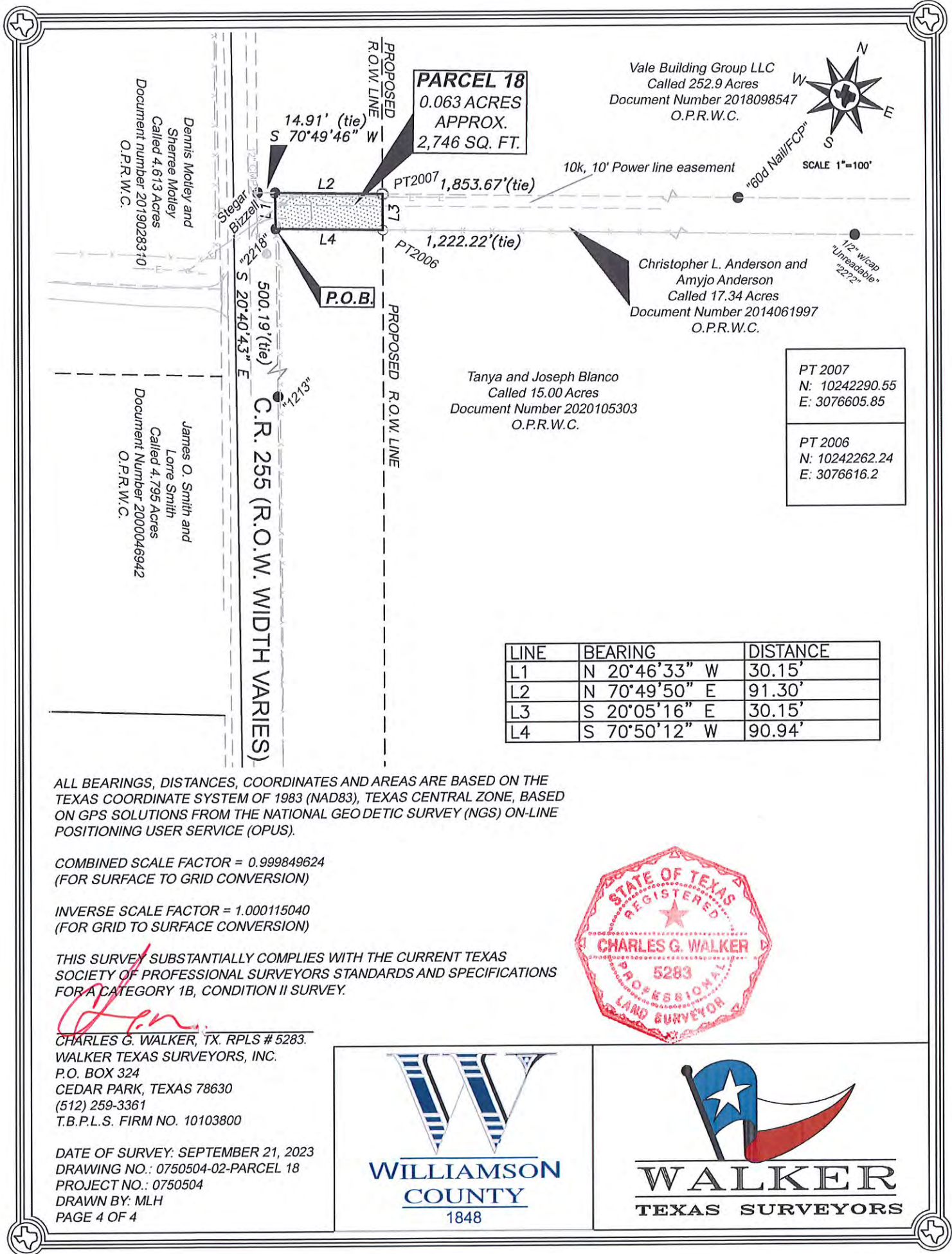
10k. Utility Easement Recorded Document No. 2014000175, Official Public Records, Williamson County, Texas. To: Pedernales Electric Cooperative, Inc. Purpose: Utility. (Does affect, North 10' portion of tract as shown).

**LEGEND**

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- ( ) RECORD INFORMATION









## **Exhibit B**

**EXHIBIT "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.041 ACRE RIGHT-OF-WAY PARCEL NO. 18A  
CHRISTOPHER AND AMYJO ANDERSON  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.041 ACRES (APPROXIMATELY 1,800 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.34 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER L. AND AMYJO ANDERSON IN A WARRANTY DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at Southwest corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" found in the East line of proposed county road 255 right of way (R.O.W. width varies), the South line of said Anderson Tract and the North line of that certain called 15.00 acre tract of land as described in the deed conveyed to Kevin Krienke filed of record in document no.: 2023081090, Official Public Records Williamson County, Texas, from which a 1/2 inch iron rod with cap marked "2218", bears South 70°50'12" West, a distance of 90.94 feet;

**THENCE** North 20°05'16" West with the East right of way line of said proposed County Road 255 a distance of 30.15 feet to the northwest corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" found in the North line of said Anderson tract, and being in the South line of that certain tract of land as conveyed to Vale Building Group, LLC, according to the deed filed of record in document number 2018098547, official public records Williamson County, Texas, from which an iron rod with cap marked "Stegar Bizzell" found at the Southwest corner of said Vale tract bears South 70°49'50" West a distance of 106.21 feet;



**THENCE** North 70°49'50" East with the North line of said Anderson tract and the South line of said Vale Building Group tract a distance of 59.71 feet to the northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a found 60d nail and fence corner post bears North 70°49'50" East a distance of 1,793.96 feet;

**THENCE** South 20°05'16" East across said Anderson tract a distance of 30.16 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson tract and the North line of said Krienke tract from which ½ inch iron rod with "Unreadable" cap found at the Northeast corner of said Krienke tract bears North 70°50'12" East a distance of 1,162.51 feet;

**THENCE** South 70°50'12" West with the South line of said Anderson tract and the North line of said Krienke tract a distance of 59.71 feet to the **POINT OF BEGINNING**, containing 0.041 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 18A.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker      Date: July 1, 2024  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800



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10j. Easement Evidenced in Warranty Deed recorded under Document No.: 2002048036, Official records, Williamson County, Texas. Purpose: 30' access easement. (Does affect, West portion of tract).

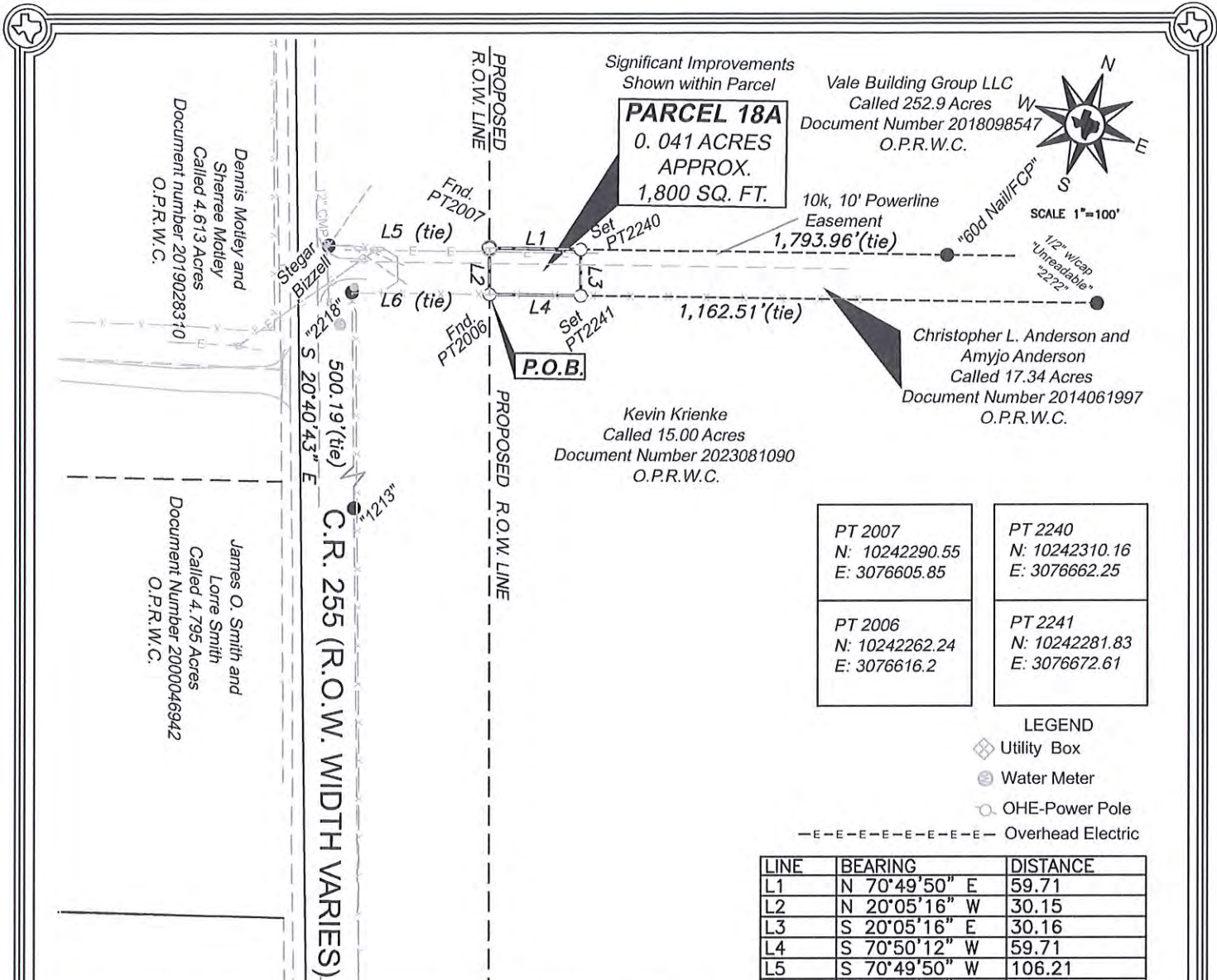
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**LEGEND**

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- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- ( ) RECORD INFORMATION







ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.  
WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: July 1, 2024  
DRAWING NO.: 0750504-02-PARCEL 18A  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4

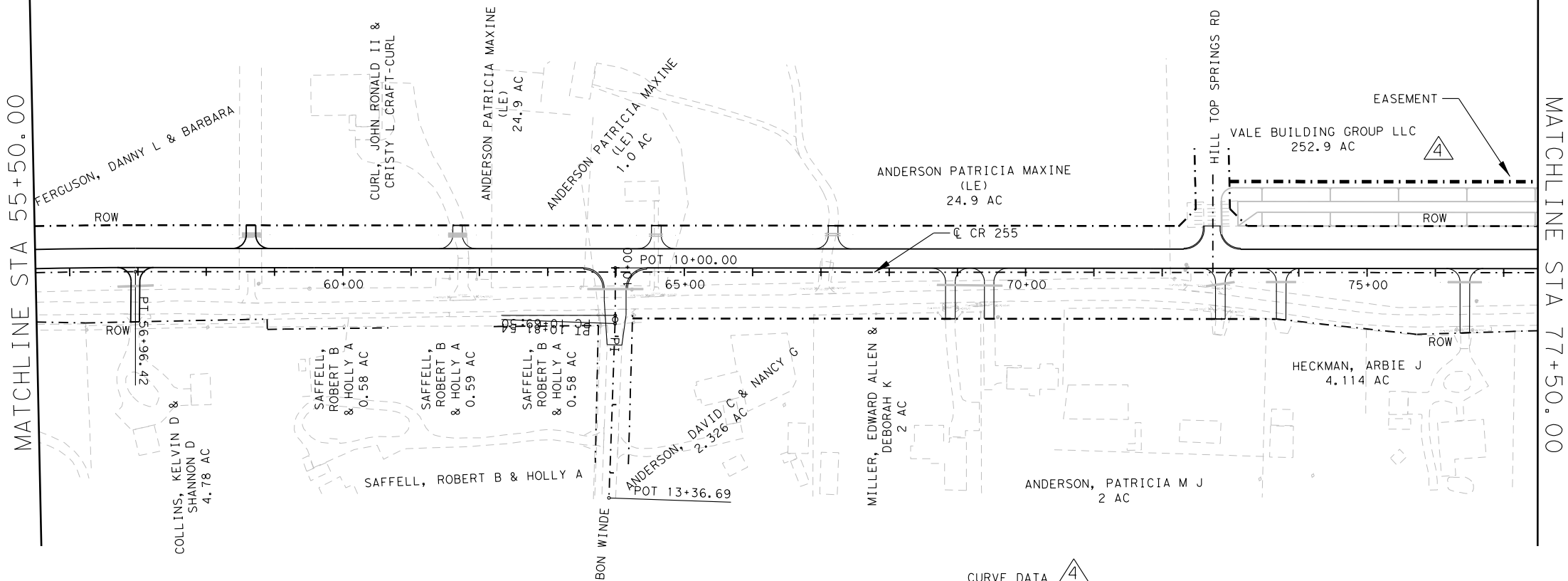


# Exhibit C

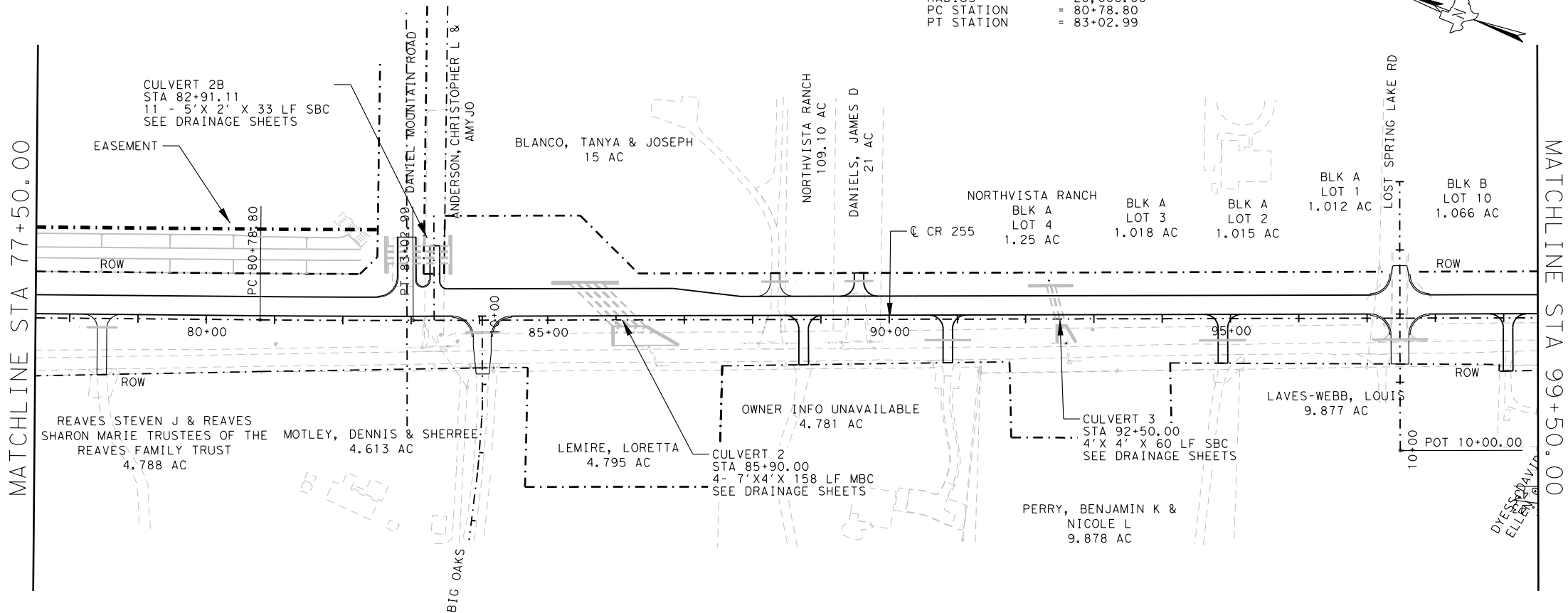


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0 100 200  
SCALE: 1" = 200'



CURVE DATA 4  
PI STATION = 81+90.90  
DELTA = 0° 38' 32.11" (LT)  
DEGREE OF CURVE = 0° 17' 11.32"  
TANGENT = 112.10  
LENGTH = 224.19  
RADIUS = 20,000.00  
PC STATION = 80+78.80  
PT STATION = 83+02.99



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GERALD A. LANKES, P.E. 107484  
1/24/2024



WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE



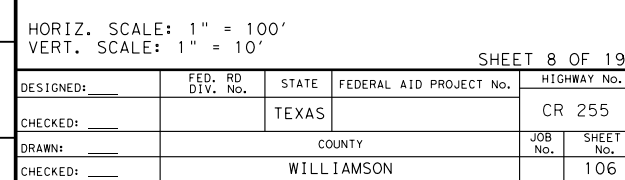
TBPE License No. 12670

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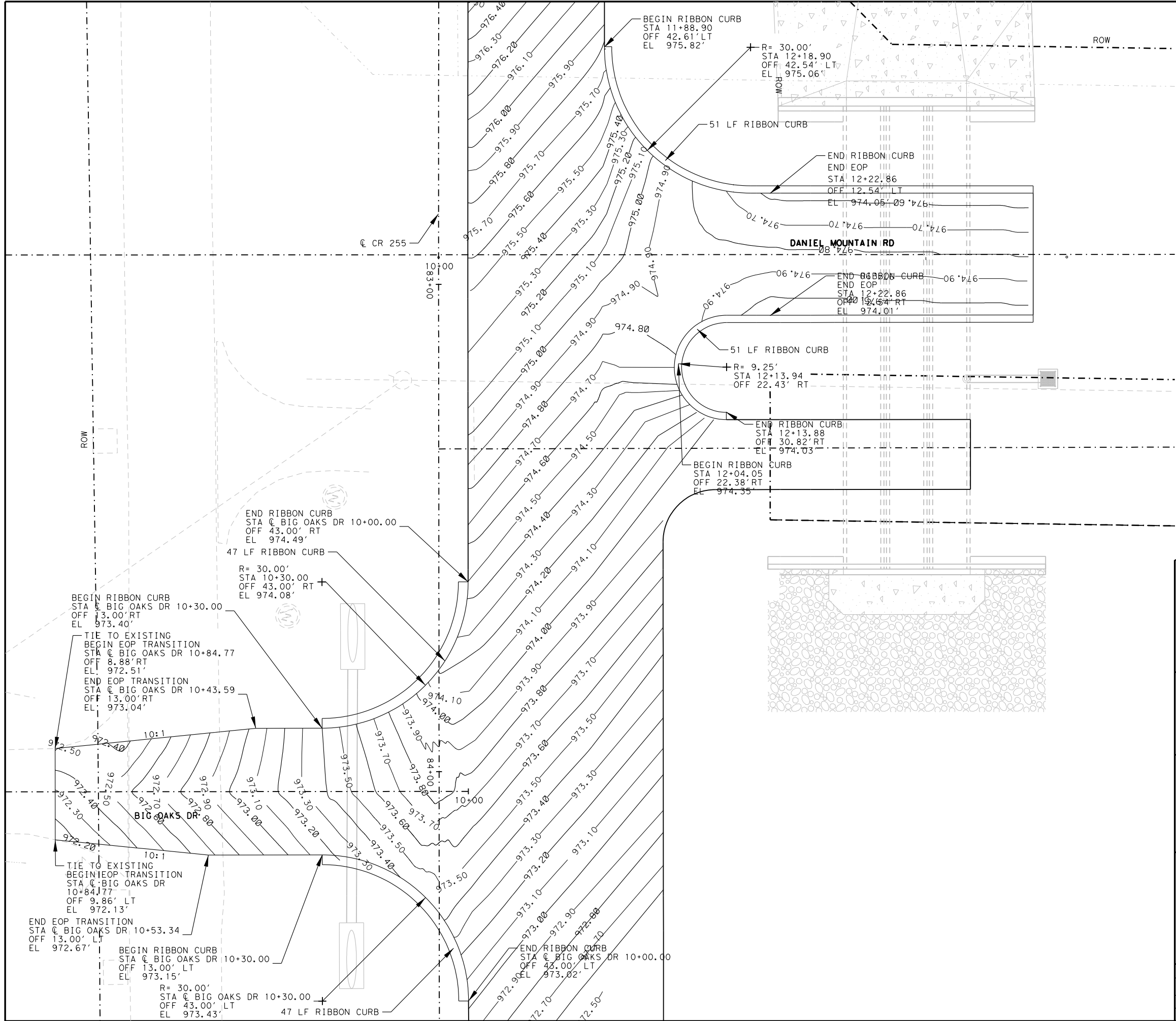
**CR 255**  
**PROJECT LAYOUT SHEETS**  
**STA 55+50.00 TO**  
**STA 99+50.00**

SHEET 2 OF 4

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:		COUNTY	JOB No.	SHEET No.
CHECKED:		WILLIAMSON		4





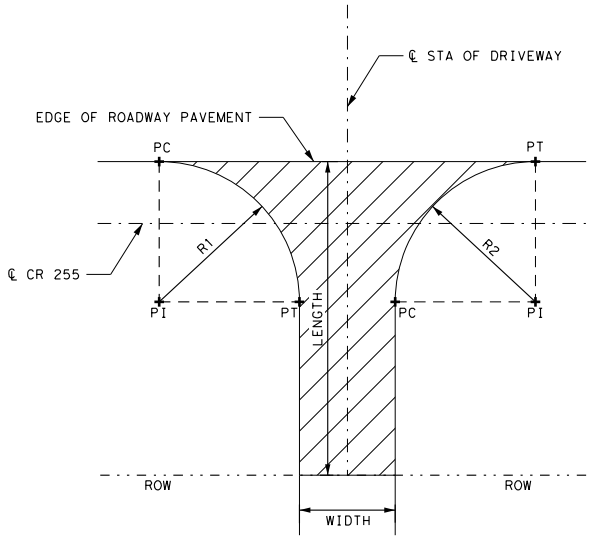


					SHEET 1 OF 1	
DESIGNED: _____	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.		
CHECKED: _____		TEXAS		CR 255		
DRAWN: _____	COUNTY					SHEET No.
CHECKED: _____	WILLIAMSON					121

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FILE: p:\server\slg-eng.com\Sigs\Documents\WILCO\0302-CR255\_CR289\Design\_Data4 - Design\Plan\_Set\03\_Roadway\CR 255\_DRIVEWAY DETAILS\_02.dgn

SUMMARY OF DRIVEWAY AND INTERSECTION GEOMETRY															
PROJECT LAYOUT SHEET NO.	NO.	DVWY/ PRIVATE RD	STA	LT/RT	WIDTH	LENGTH L1	GRADE G1	LENGTH L2	GRADE G2	LENGTH L3	GRADE G3	RADIUS		05306004	05306005
												R1	R2	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
												FT	FT		
														SY	SY
Sheet 2 OF 18	1	DVWY	22+95.25	LT	14.00	34.00	2.12					20	20		72
Sheet 2 OF 18	2	DVWY	26+70.14	LT	14.00	15.54	4.83	9.67	0	8.79	4.84	20	20		72
Sheet 3 OF 18	3	DVWY	39+89.01	LT	14.00	17.64	1.94	11.67	0	7.65	8	20	20		77
Sheet 4 OF 18	4	DVWY	45+32.80	LT	23.00	34.00	0.06					25	25		77
Sheet 4 OF 18	5	DVWY	47+64.64	LT	14.00	34.00	2.76					20	20		72
Sheet 4 OF 18	6	DVWY	49+39.53	RT	14.00	34.00	5.88					20	20		134
Sheet 5 OF 18	7	DVWY	52+00.52	LT	14.00	34.00	4.61					20	20		72
Sheet 5 OF 18	8	DVWY	56+95.75	RT	14.00	74.00	2.95					20	20		132
Sheet 5 OF 18	9	DVWY	58+65.44	LT	14.00	20.45	0.33	13.55	2.39			20	20	72	
Sheet 6 OF 18	10	DVWY	61+67.94	LT	14.00	19.85	0.67	14.15	6.98			20	20		72
Sheet 6 OF 18	11	DVWY	64+59.03	LT	14.00	19.00	1.30	3	0	12	2.11	20	20		72
Sheet 6 OF 18	12	DVWY	67+17.92	LT	14.00	34.00	1.30					20	20	72	
Sheet 6 OF 18	13	DVWY	68+89.71	RT	14.00	74.00	0.63					20	20	134	
Sheet 6 OF 18	14	DVWY	69+46.58	RT	14.00	74.00	1.03					20	20		134
Sheet 7 OF 18	15	DVWY	72+85.10	RT	14.00	74.00	0.49					20	20		134
Sheet 7 OF 18	16	DVWY	73+74.23	RT	14.00	19.85	2.05	55.05	0.4			20	20	136	
Sheet 7 OF 18	17	DVWY	76+43.14	RT	14.00	94.19	0.93					20	20		166
Sheet 7 OF 18	18	DVWY	78+47.53	RT	14.00	88.22	0.96					20	20		156
Sheet 8 OF 18	19	DVWY	83+33.41	LT	14.00	65.03	1.60					9.25	20		177
Sheet 8 OF 18	20	DVWY	88+33.17	LT	14.00	34.00	2.21					20	20		72
Sheet 8 OF 19	21	DVWY	88+74.95	RT	14.00	74.00	4.34					20	20		131
Sheet 8 OF 18	22	DVWY	89+56.14	LT	14.00	34.00	1.59					20	20		72
Sheet 9 OF 18	23	DVWY	90+85.87	RT	14.00	74.00	5.47					20	20		128
Sheet 9 OF 18	24	DVWY	94+88.84	RT	14.00	74.00	7.16					20	20		130
Sheet 9 OF 18	25	DVWY	99+06.38	RT	14.00	74.00	6.62					20	20		150
Sheet 10 OF 18	26	DVWY	105+00.72	LT	14.00	34.00	4.43					20	20		72
Sheet 10 OF 18	27	DVWY	107+32.09	LT	14.00	33.81	4.90					20	20		72
Sheet 10 OF 18	28	DVWY	107+54.70	RT	14.00	74.00	4.74					20	20		134
Sheet 10 OF 18	29	DVWY	108+49.27	LT	14.00	34.00	1.85					20	20		72
Sheet 11 OF 18	30	DVWY	112+50.66	RT	14.00	74.00	3.51					20	20		134
Sheet 11 OF 18	31	DVWY	113+06.39	LT	14.00	23.01	6.38	16.23	9			20	20		80
Sheet 11 OF 18	32	DVWY	114+44.89	RT	14.00	74.00	4.44					20	20		134
Sheet 11 OF 18	33	DVWY	119+01.21	LT	14.00	20.73	1.83	4	0	25.06	6.4	20	20		90
Sheet 12 OF 18	34	DVWY	121+37.16	RT	14.00	49.91	8.00	24.09	9.34			20	20		100
Sheet 12 OF 18	35	DVWY	127+48.22	RT	14.00	49.33	8.00	24.67	8.27			20	20		137
Sheet 13 OF 18	36	DVWY	130+25.68	LT	14.00	34.00	2.92					20	20		72
Sheet 13 OF 18	37	DVWY	132+45.35	RT	14.00	74.00	3.90					20	20		138
Sheet 13 OF 18	38	DVWY	132+93.99	LT	14.00	34.00	2.72					20	20		72
Sheet 13 OF 18	39	DVWY	133+09.14	RT	14.00	74.00	4.12					20	20		137
Sheet 13 OF 18	40	DVWY	135+17.74	RT	14.00	74.00	5.82					20	20		136
Sheet 13 OF 18	41	DVWY	136+53.25	RT	14.00	74.00	7.03					20	20		133
CROSS STREET															
CR 289	42	DVWY	15+42.58	RT	14.00	18.83	0.31					15	15		39
RONALD REAGAN BLVD	43	DVWY	18+59.30	RT	17.71	52.15	5.04					20	20		123
	44	DVWY	19+74.30	LT	25.58	104.58	4.57					20	20		312
TOTAL														414	4489



TYPICAL DRIVEWAY

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY. NOT FOR  
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Prepared by or under the  
Direct Supervision of  
GERALD A. LANKES, P.E. 107484  
1/24/2024



WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE



PLANNING • ENGINEERING • CONSTRUCTION

CR 255  
DRIVEWAY DETAILS

SHEET 1 OF 1

DESIGNED: _____	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.	
CHECKED: _____		TEXAS		CR 255	
DRAWN: _____	COUNTY			JOB No.	SHEET No.
CHECKED: _____	WILLIAMSON				126



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DATE: 1/24/2024  
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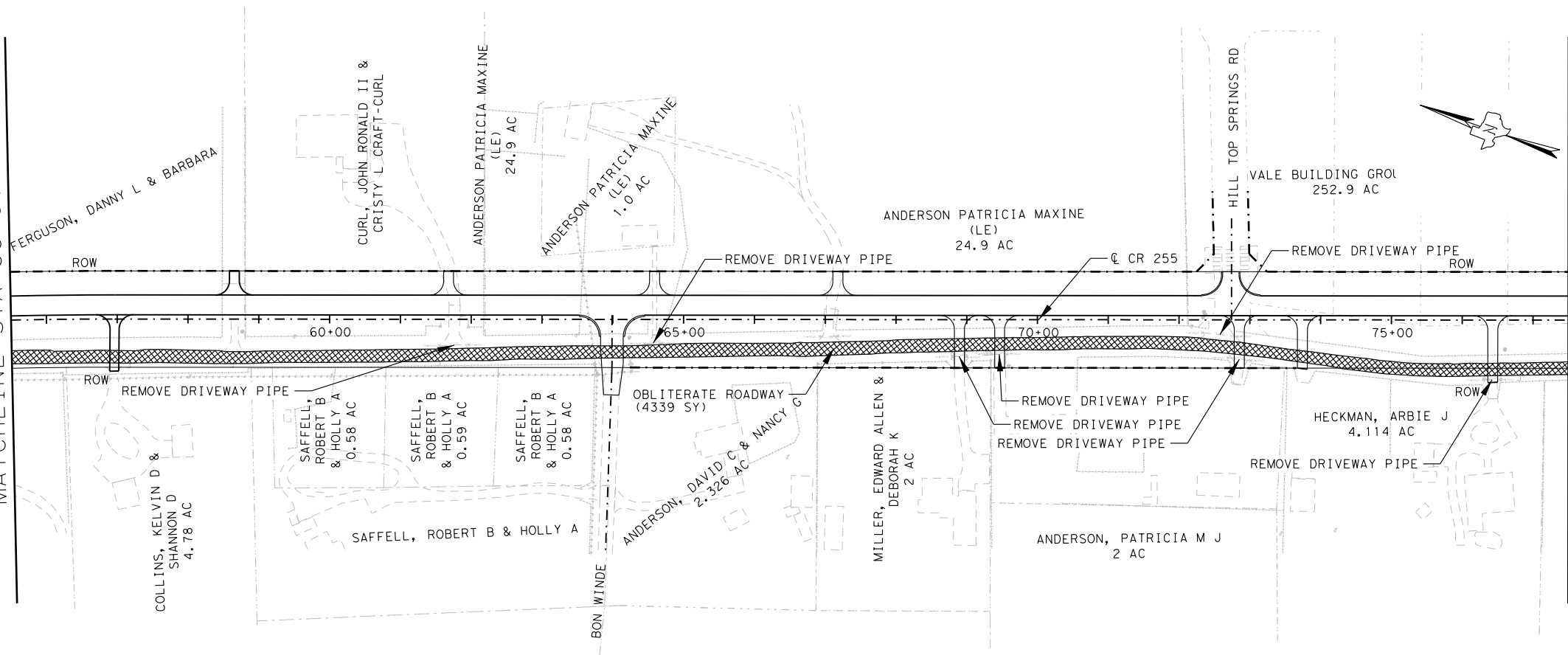
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LEGEND

OBLITERATE ROADWAY

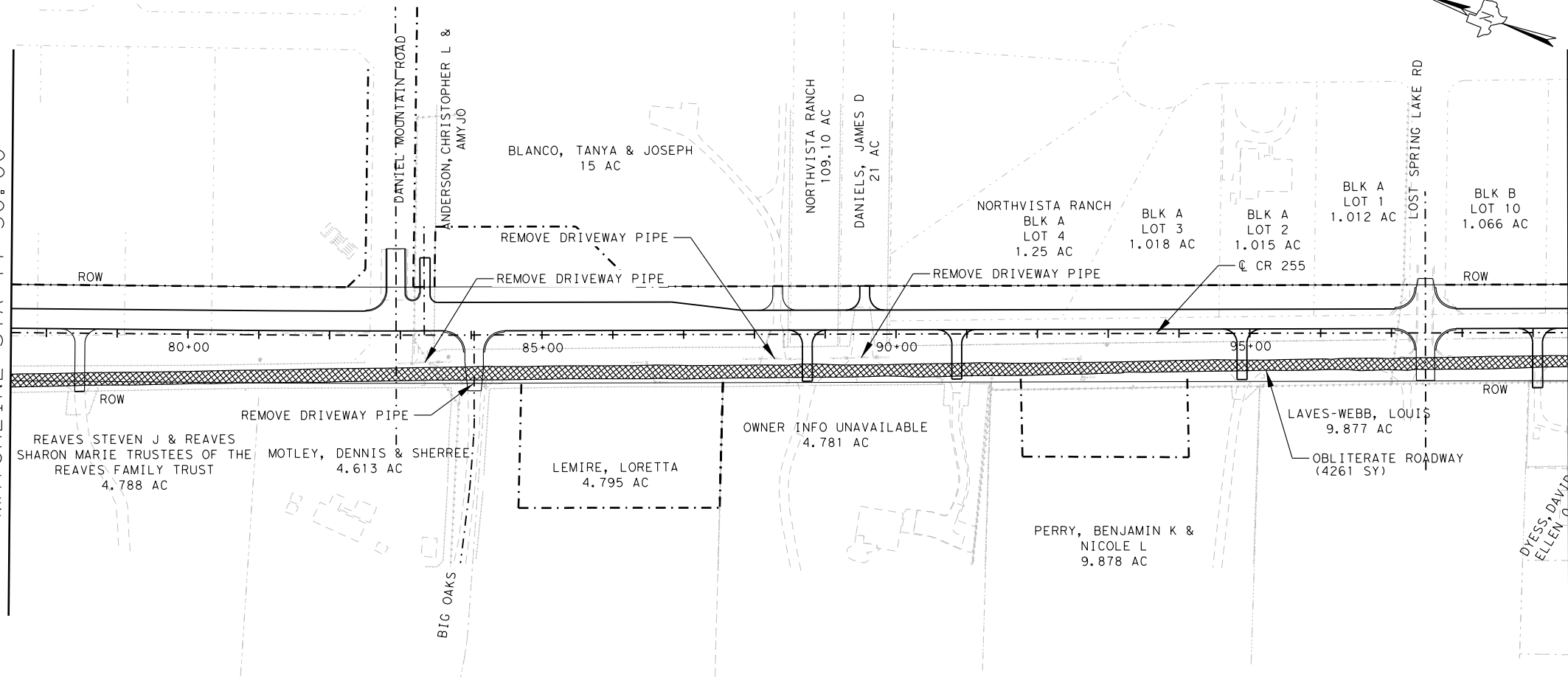
MATCHLINE STA 55+50.00

MATCHLINE STA 77+50.00



MATCHLINE STA 77+50.00

MATCHLINE STA 99+50.00



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GERALD A. LANKES, P.E. 107484  
1/24/2024



WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE

**Seiler  
Lankes  
Group**

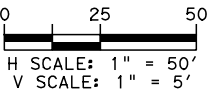
TBPE License No. 12670

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**CR 255  
REMOVALS PLAN  
STA 55+50.00 TO  
STA 99+50.00**

SHEET 2 OF 3

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:		COUNTY	JOB No.	SHEET No.
CHECKED:		WILLIAMSON		129



LEGEND

- DITCH FLOWLINE
- EXIST CONTOUR
- EXIST ROW
- EXIST TOPOGRAPHY
- EXIST UG UTILITY
- EXIST OH UTILITY
- EXIST CULVERTS
- PROP ROADWAY
- PROP WINGWALLS/CONTOURS
- PROP CULVERT
- PROP ROW

HYDRAULIC DATA

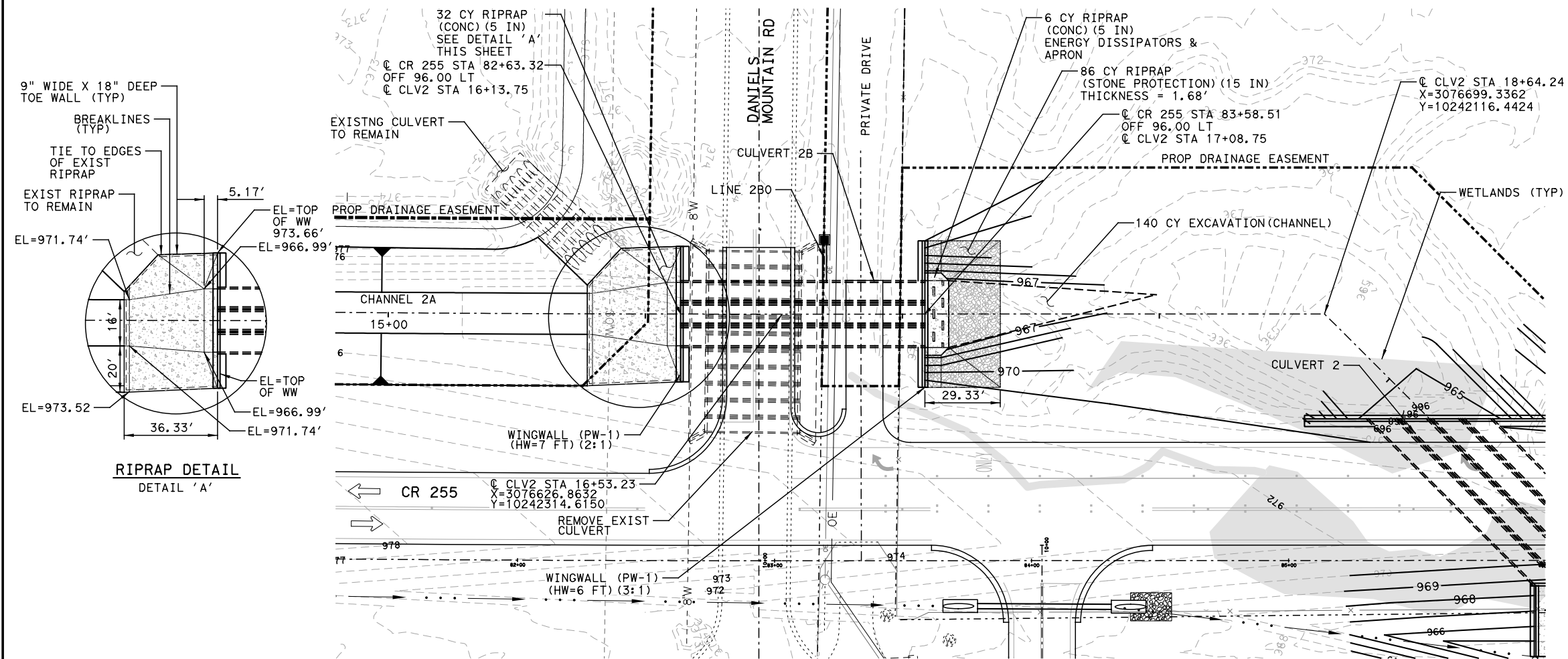
25-YR ANALYSIS:  
D.A. = 216.32 AC.  
Q = 656 CFS  
ALLOWABLE HW = 974.15'  
OUTLET VELOCITY = 11.30 FPS  
Q = 0 CFS (OVER THE ROAD)

100-YR ANALYSIS:  
Q = 1031 CFS  
OUTLET VELOCITY = 12.27 FPS  
Q = 0 CFS (OVER THE ROAD)

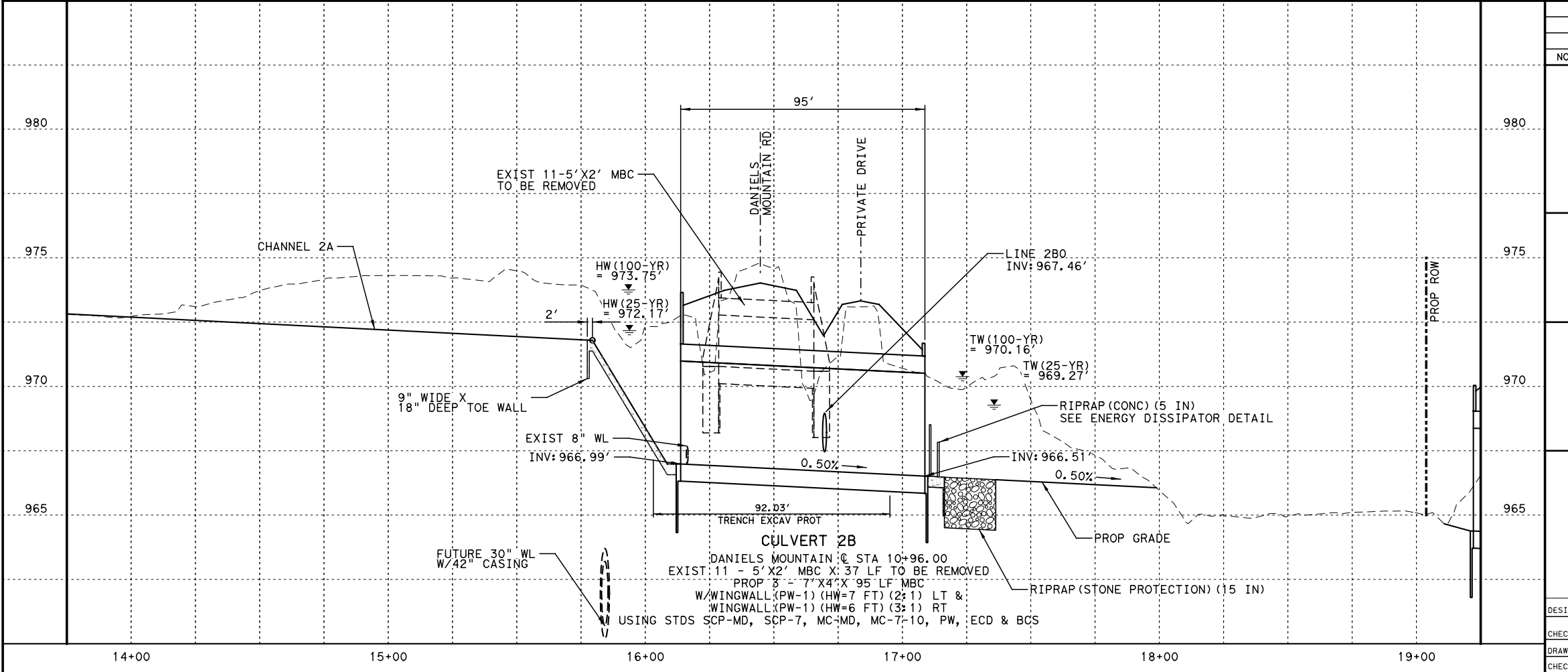
NOTES:

- REFER TO BOX CULVERT SUPPLEMENT (BCS) SHEET FOR ADDITIONAL INFORMATION.
- EXIST CONTOURS SHOWN AT 1' INTERVALS
- REFER TO THE HYDRAULIC DATA SHEETS FOR RESULTS OF HEC-RAS ANALYSIS.

NBI#



RIPRAP DETAIL  
DETAIL 'A'



This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.



CIVIL ENGINEERING

CLGANN, LLC  
3708 Norman Loop  
Round Rock, TX 78664  
512.574.5738  
TBPE Firm No. 20717

CR 255  
BRIDGE CLASS  
CULVERT LAYOUT

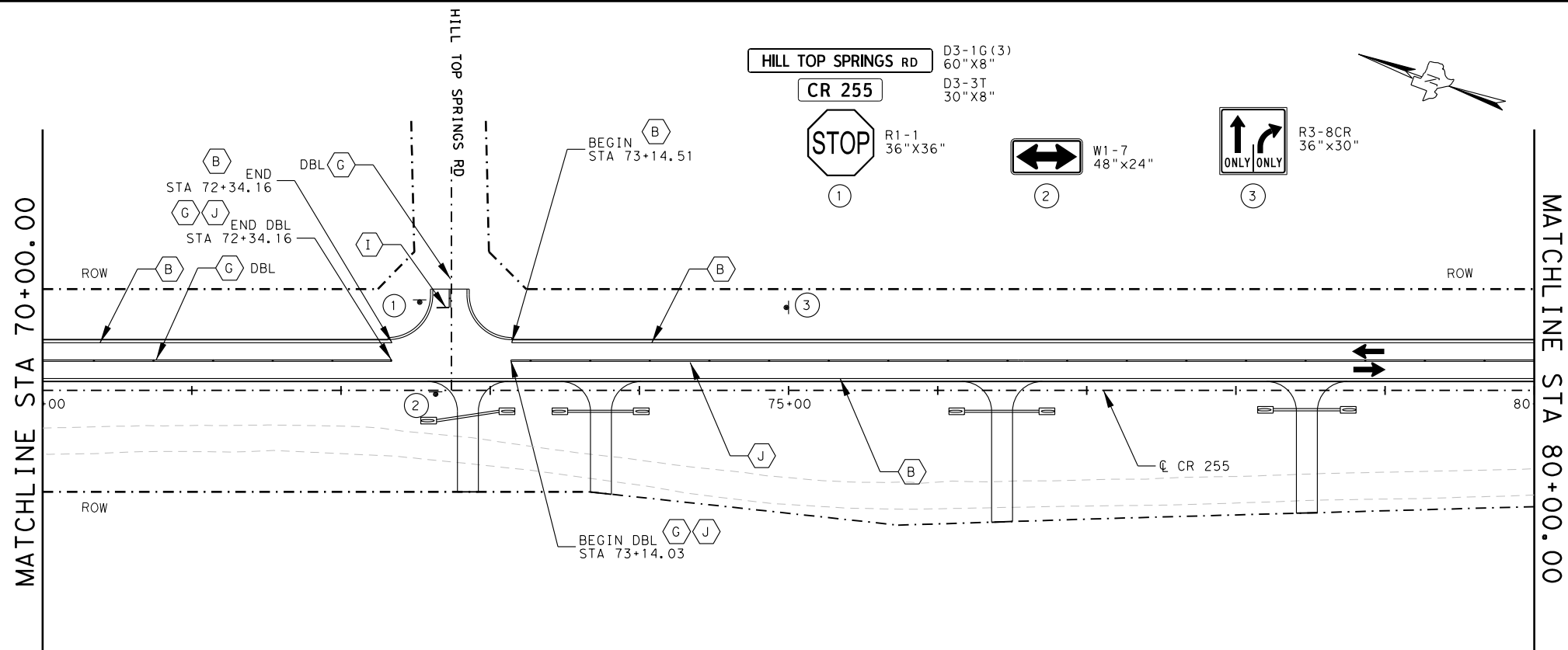
CULVERT 2B  
DANIELS MOUNTAIN STA 10+96

SHEET 1 OF 1

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	X	TEXAS		CR 255
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED:	XX	XX	XX	XX
				177



USER: jallinas 3:45  
DATE: 1/25/2024  
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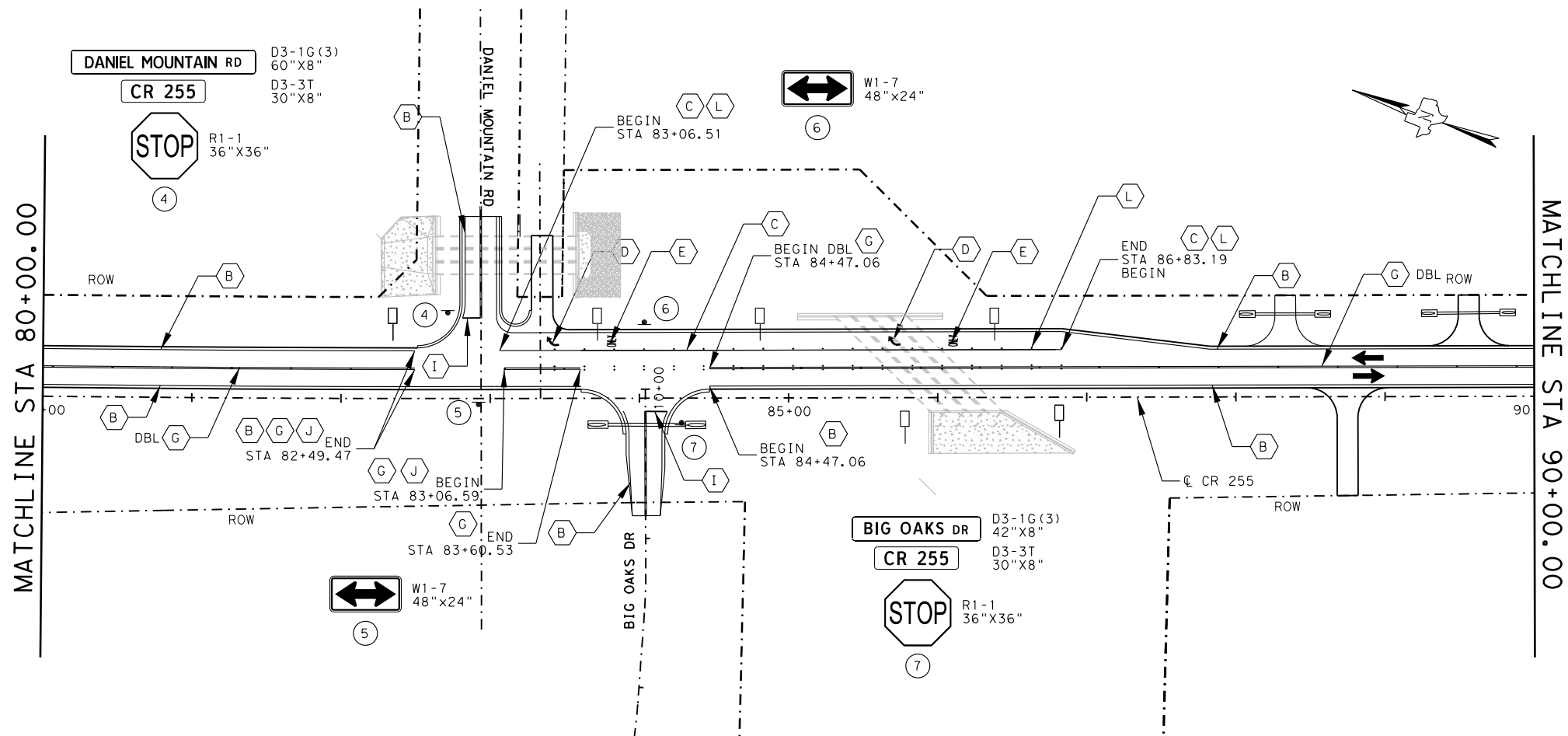


0 50 100  
SCALE: 1" = 100'

SUMMARY OF PAVEMENT MARKINGS

SYM	ITEM	DESCRIPTION	UNIT	QTY
△	658	DEL ASSM D-SW SZ 1 (WFLX) GND	EA	
□	658	OM ASSM OM-2Y (WC) (GND)	EA	6
(A)	666	6" WHITE BRK TYP I & TYP II	LF	
(B)	666	6" WHITE SLD TYP I & TYP II	LF	4171
(C)	666	8" WHITE SLD TYP I & TYP II	LF	340
(D)	666	ARROW WHITE TYP I & TYP II	EA	2
(E)	666	WORD WHITE TYP I & TYP II	EA	2
(F)	666	6" YELLOW BRK TYP I & TYP II	LF	
(G)	666	6" YELLOW SLD TYP I & TYP II	LF	4104
(H)	666	12" YELLOW SLD TYP I & TYP II	LF	
(I)	666	24" WHITE SLD TYP I & TYP II	LF	34
(J)	672	CL B REFL TY II-A-A	EA	74
(K)	672	CL B REFL TY II-C-R	EA	
(L)	672	CL B REFL TY I-C	EA	17

SEE TYPICAL STANDARD PAVEMENT MARKINGS SHEETS PM(1)-22 THROUGH PM(4)-22 FOR DETAILS.



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GERALD A. LANKES, P.E. 107484  
1/25/2024

**WILCO TEXAS**  
WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE

**Seiler Lankes Group**  
TBPE License No. 12670  
PLANNING • ENGINEERING • CONSTRUCTION

**CR 255**  
SIGNING AND PAVEMENT  
MARKING LAYOUT  
STA 70+00 TO STA 90+00

SHEET 4 OF 8

DESIGNED: _____	FED. RD DIV. NO. _____	STATE _____	FEDERAL AID PROJECT NO. _____	HIGHWAY NO. _____
CHECKED: _____		TEXAS		CR 255
DRAWN: _____		COUNTY _____	JOB NO. _____	SHEET NO. _____
CHECKED: _____		WILLIAMSON		267

# Exhibit D



**DEED**  
County Road 255 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 **CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON** 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"):

Tract One:

All of that certain 0.063-acre (2,746 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**);

Tract Two:

Approximately 1,800 square feet of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; and being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 18A**).

**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: N/A.

**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:**

CHRISTOPHER L. ANDERSON

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

AMYJO ANDERSON

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024 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

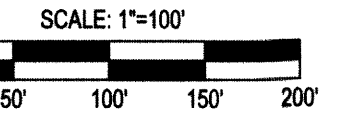
**AFTER RECORDING RETURN TO:**



# Exhibit E



# DANIELS MOUNTAIN PHASE I FINAL PLAT



**SUBMITAL DATE: JUNE 16, 2023**

MHS JOB NO. - 20-5015  
 MHE JOB NO. - 3034.00

TY PROJECT NO.  
2023 - 2 - FP

**SHEET** 2 **OF** 4