

REAL ESTATE CONTRACT

CR 143 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES DAVID WOLF, as his sole and separate property and estate** (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 1.084-acre (47,234 square foot) tract of land, out of and situated in the Burrell Eaves Survey, Abstract No. 216, in 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 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.

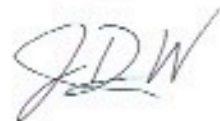
ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of **TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00)**.

Payment of Purchase Price

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



Post Closing Obligations

2.03. **Driveway Reconstruction**. As an obligation which shall survive the Closing of this Contract, Purchaser agrees that as part of the proposed CR 143 roadway and bridge improvements upon the Property, it shall at its sole expense cause the existing driveways to Seller's remaining property to be reconstructed in the locations and according to the design and specifications as shown in the plan sheets attached hereto as Exhibit "B" unless otherwise agreed between Seller and Purchaser in advance. By execution of this Contract Seller grants Purchaser, its contractors, and agents the temporary right to enter the remaining property of Seller only in the limited locations and duration reasonably required to carry out the obligations of this paragraph.

2.04. **Replacement Fencing And Gate Construction**. It is expressly understood and agreed that Seller retains the right to retain the gates located within the Property. As an obligation which shall survive the Closing of this Contract, Seller agrees that, if there is livestock on Seller's remaining property at the time, it shall cause any replacement fencing and/or gates on the new boundary between the Property acquired herein and the remaining property of Seller to be installed and constructed by Seller within ninety (90) days following the Closing and funding of this Contract, subject to written extensions by Purchaser, in a manner and to the extent to prevent any livestock or other animals contained on the remaining property of Seller from entering the Property purchased herein. ✓

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the 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. ✓

4.03. AS IS. BUYER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED

THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

To avoid any conflict of interpretation, a Seller representation about which Seller has no actual knowledge to the contrary will still be true, accurate, and correct, even if the underlying fact may be different. So long as Seller did not knowingly misrepresent a fact or condition, then the matter is not a default or breach under the contract, nor is it a failure of conditions precedent. The fact or condition may be a basis for terminating the contract during any option or feasibility period, but Buyer's discovery of such a condition after the option period does not create a basis for terminating the Contract (unless Seller knowingly misrepresented such fact).

ARTICLE V CLOSING

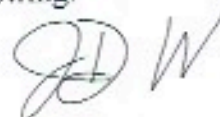
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 1, 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 Special Warranty 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 and subsequent assessments for prior years.
- (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 "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" and subsequent assessments for prior years.

(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.

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 taxes assessed for next preceding year. Agricultural roll-back taxes, if any, which directly result



from this Contract and conveyance shall be paid by Purchaser. Prorations made at Closing shall be final.

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 elect, as Purchaser's sole and exclusive remedy, either to: (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. The foregoing notwithstanding, in the event of breach by Purchaser of Purchaser's post-closing obligations, Seller shall have all remedies at law and equity.



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 1, 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 roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, 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:

James David Wolf

James David Wolf, as his sole and separate
property and estate

Address: 750 County Road 143
Georgetown, TX 78633

Date: 10-21-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
County Judge Bill Gravell, Jr. (Nov 19, 2024 18:05 CST)
Bill Gravell, Jr.
County Judge

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

Date: Nov 19, 2024

EXHIBIT "A"

Page 1 of 6
June 28, 2024

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 1.084 ACRE (47,234 SQ. FT.) PARCEL OF LAND LOCATED IN THE BURRELL EAVES SURVEY, BLOCK NO. 5, SECTION NO. 5, ABSTRACT NO. 216, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 423.90 ACRE TRACT OF LAND, DESCRIBED AS TRACT ONE IN A DEED TO JAMES DAVID WOLF, RECORDED DECEMBER 7, 2009 IN DOCUMENT NO. 2009089202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.084 ACRE (47,234 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 612.62 feet left of County Road 143 (C.R. 143) Engineer's Centerline Station (E.C.S.) 106+57.11 on the west line of said Tract One, for the northeast corner of Lot 16, a called 9.82 acre tract of land, Sunset Ranchettes Subdivision, a subdivision of record in Cabinet K, Slide 138, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as Tract 5 in a deed to Han Tran and spouse, Nina Huynh, recorded in Document No. 2019032406, O.P.R.W.C.TX.;

THENCE S 12°28'55" E, with the common line of said Tract One and said Lot 16, a distance of 548.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,241,067.98, E=3,137,720.37) set 68.00 feet left of C.R. 143 E.C.S 105+94.43 on the proposed north right-of-way line of C.R. 143, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Tract One and said Lot 16, with the proposed north right-of-way line of said C.R. 143, over and across said Tract One, the following four (4) courses and distances numbered 1-4:

- 1) N 70°57'11" E, a distance of 520.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 111+14.72, for the beginning of a curve to the left,
- 2) With said curve to the left, an arc distance of 169.39 feet, through a delta of 02°55'17", having a radius of 3,322.00 feet, and a chord that bears N 69°29'32" E, a distance of 169.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 112+87.50,
- 3) N 68°09'45" E, a distance of 382.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 116+70.27, for the northeast corner of the parcel described herein, and
- 4) S 21°50'15" E, a distance of 47.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 20.68 feet left of C.R. 143 E.C.S. 116+70.27 on the existing north right-of-way line of said C.R. 143, a variable width right-of-way, no record information found, for the southeast corner of the parcel described herein;



EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

Page 2 of 6
June 28, 2024

THENCE departing the proposed north right-of-way line of said C.R. 143, with the existing north right-of-way line of said C.R. 143, the following seven (7) courses and distances numbered 5-11:

- 5) S 68°45'08" W, a distance of 125.68 feet to a calculated point,
- 6) S 69°02'45" W, a distance of 335.55 feet to a calculated point,
- 7) S 68°49'11" W, a distance of 269.49 feet to a calculated point,
- 8) S 70°03'05" W, a distance of 46.62 feet to a calculated point,
- 9) S 78°34'45" W, a distance of 79.49 feet to a calculated point,
- 10) S 72°37'57" W, a distance of 95.01 feet to a 1/2-inch iron rod found, and
- 11) S 69°58'18" W, a distance of 128.30 feet to a 1/2-inch iron rod found, for the southeast corner of said Lot 16, same being the southwest corner of said Tract One and the parcel described herein;



(THIS SPACE INTENTIONALLY LEFT BLANK)

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

Page 3 of 6
June 28, 2024

- 12) **THENCE** N 12°28'55" W, departing the existing north right-of-way line of said C.R. 143, with the common line of said Tract One and said Lot 16, a distance of 40.19 feet to the **POINT OF BEGINNING**, and containing 1.084 acres (47,234 sq. ft.) of land.

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

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001378609. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 6/28/2024

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

JDW

EXHIBIT "A"

BURRELL EAMES SURVEY NO. 5
BLOCK ABSTRACT NO. 286
BURRILL EAMES SURVEY NO. 5
SECTION NO. 286
BLOCK ABSTRACT NO. 286

HAN TRAN AND SPOUSE,
NINA NUYEN
TRACT 5
DOC. NO. 2019032406
O. P. R. W. C. TX.

SUNSET RANCHETTES SUBDIVISION
LOT 16, A CALLED 9.82 AC.
C&B, K. SLIDE 138
O. P. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
S+0 112+87.50
E+0 112+87.50
L+0 112+87.50
R+0 112+87.50
PC S+0 112+87.50
PT S+0 112+87.50

JAMES DAVID WOLF
TRACT ONE
A CALLED 423.90 AC.
RECORDED DECEMBER 7, 2009
DOC. NO. 2009089202
O. P. R. W. C. TX.

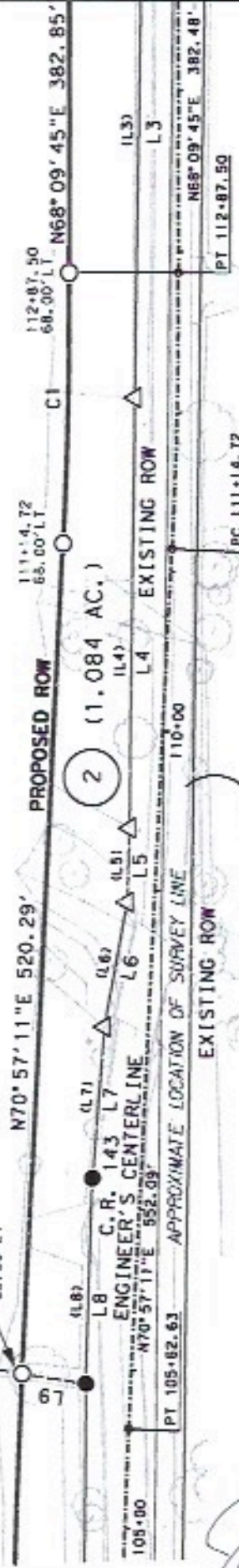
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 55' 17" LT	3,322.00	169.39'	169.37'	N69° 29' 32" E

LINE TABLE

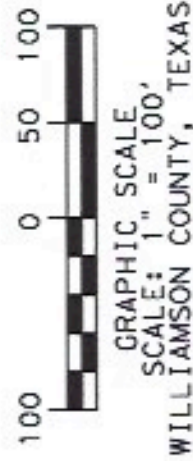
LINE NO.	BEARING	DISTANCE
L3	S69° 02' 45" W	335.55'
L3	(S70° 51' 23" W)	1335.58'
L4	S68° 49' 11" W	269.49'
L4	(S70° 37' 49" W)	1269.51'
L5	S70° 03' 05" W	46.62'
L5	(S71° 51' 43" W)	146.62'
L6	S78° 34' 45" W	79.49'
L6	(S80° 23' 23" W)	179.50'
L7	S72° 37' 57" W	95.01'
L7	(S74° 26' 35" W)	195.02'
L8	S69° 58' 18" W	128.30'
L8	(S71° 43' 56" W)	128.31'
L9	N12° 28' 55" W	40.19'

MATCH LINE 5 OF 6



WILLIAM ROBERTS SURVEY 4
BLOCK NO. 4, SECTION NO. 524
BLOCK ABSTRACT NO. 524

C.R. 143
(VARIABLE WIDTH ROW
NO RECORD INFORMATION FOUND)



WILLIAMSON COUNTY, TEXAS

PAGE 4 OF 6
REF. FIELD NOTE NO. 48395

FILE: \\saminc\AUS\PROJECTS\1019052774A\100\Survey\03ExhibitNP-2-CR 143-Surface-1.dgn

EXISTING 423.90 AC. ACQUIRE 1.084 AC. REMAINING 422.816 AC. LEFT

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Fee Registration No. 1008-0300

SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

EXHIBIT "A"

LINE TABLE

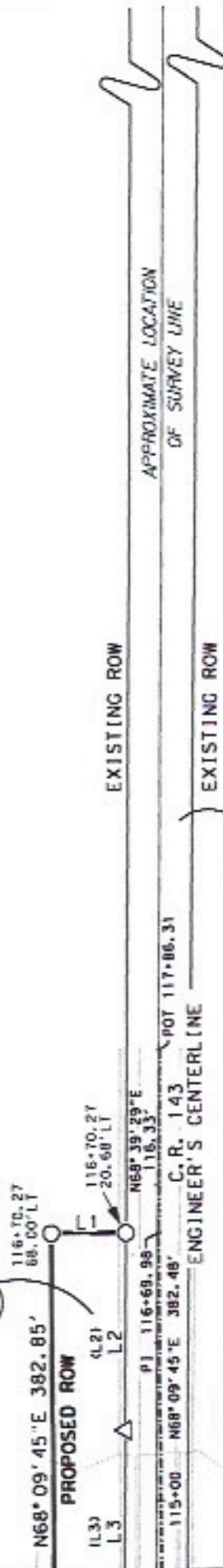
LINE NO.	BEARING	DISTANCE
L1	S21°50'15"E	47.32'
L2	S68°45'06"W	125.68'
L2)	(S70°33'44"W)	12,839.74'
L3	S69°02'45"W	335.55'
L3)	(S70°51'23"W)	(335.58')

BURRELL EMES SURVEY NO. 5
BLOCK NO. 5, SECTION NO. 206
BLOCK ABSTRACT NO. 206

JAMES DAVID WOLF
TRACT ONE
A CALLED 423.90 AC.
RECORDED DECEMBER 7, 2009
DOC. NO. 2009089202
O.P.R.W.C.TX.

MATCH LINE 4 OF 6

2 (1.084 AC.)



WILLIAM ROBERTS SURVEY 4
BLOCK NO. 4, SECTION NO. 524
ABSTRACT NO. 524

C.R. 143
(VARIABLE WIDTH ROW
NO RECORD INFORMATION FOUND)

PAGE 5 OF 6
REF. FIELD NOTE NO. 49395

FILE: \\somine\AUS\PROJECTS\1019052774A\100\Survey\03E\white\p-2\p-2_CR_143_R2_Surface.dgn
EXISTING 423.90 AC. ACQUIRE 1.084 AC. REMAINING 422.816 AC. LEFT



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Fire Registration No. 10064500

SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE 1 CONCRETE MONUMENT FOUND
- TxDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 800 NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊙ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ℙ RECORD INFORMATION
- ℙ POINT OF BEGINNING
- ℙ POINT OF COMMENCING
- ℙ POINT OF REFERENCE
- ℙ NOT TO SCALE
- ℙ DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ DISTANCE NOT TO SCALE
- ℙ DEED LINE (COMMON OWNERSHIP)
- ℙ EASEMENT LINE

NOTES

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 NAD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001378609. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- C.R. 143 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE, SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2022.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

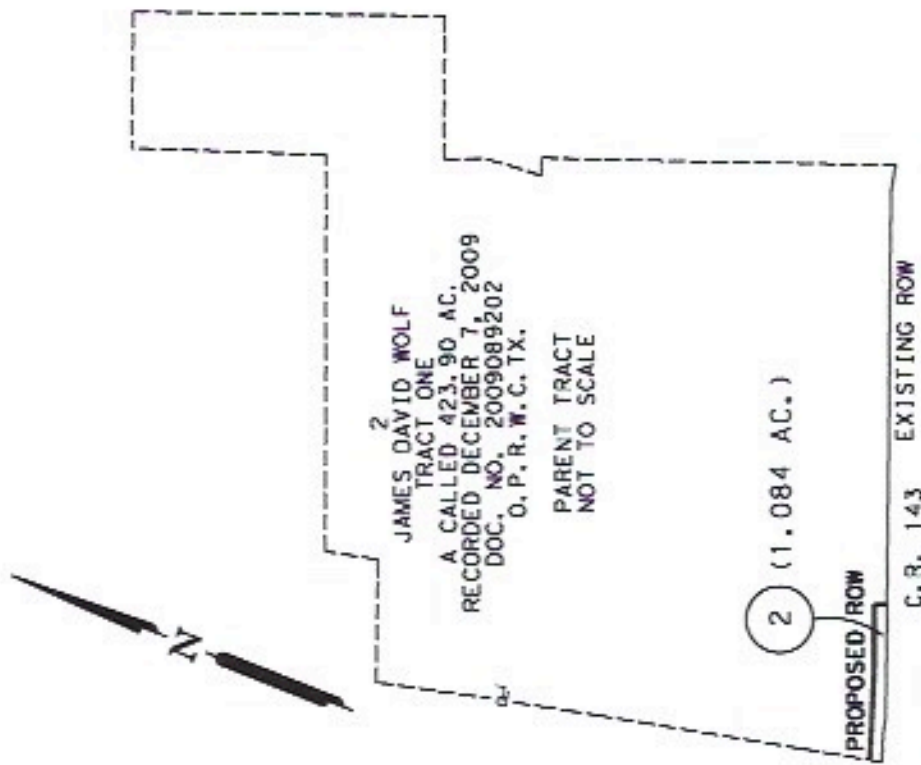
9/28/2024

DATE

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

EXHIBIT "A"



FILE: \\sam\inc\AUS\PROJECTS\1019052774A\100\Survey\035\whilts\XP-2\CR_143_R2_Surface-1.dgn
REF. FIELD NOTE NO. 49395
PAGE 6 OF 6

EXISTING 423.90 AC. ACQUIRE 1.084 AC. REMAINING 422.816 AC. LEFT

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Form Registration No. 10084300

SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

EXHIBIT "C"

Parcel 2

SPECIAL WARRANTY DEED County Road 143 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 **JAMES DAVID WOLF, AS HIS SOLE AND SEPARATE PROPERTY AND ESTATE** 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 1.084-acre (47,234 square foot) tract of land, out of and situated in the Burrell Eaves Survey, Abstract No. 216, in 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, by, through, or under Grantor but not otherwise.

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:

James David Wolf, as his sole and separate
property and estate

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2024 by James David Wolf in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

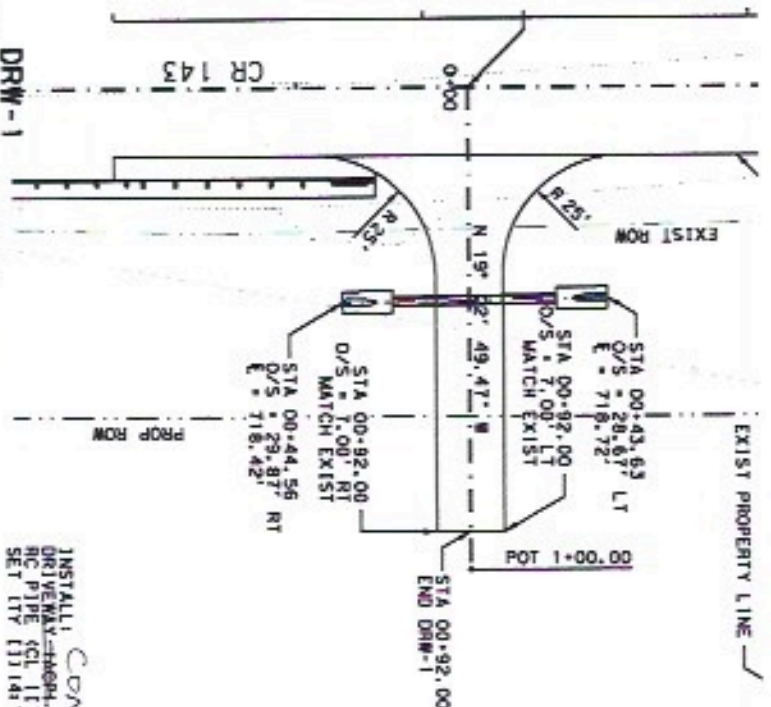
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

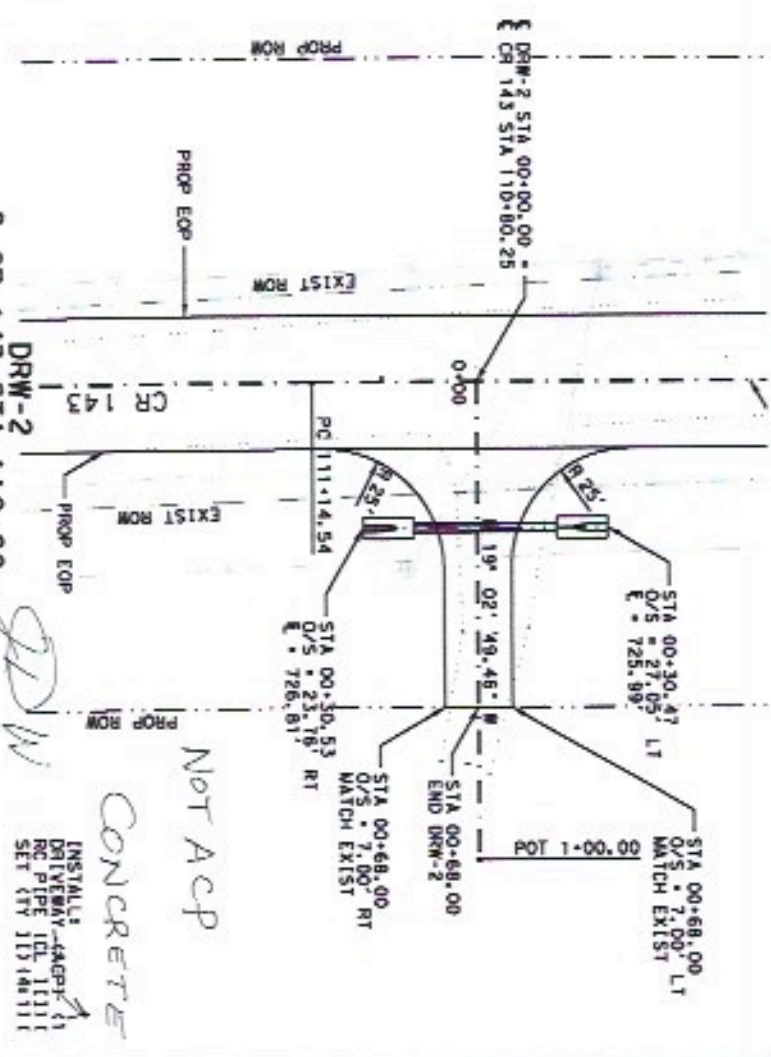
GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

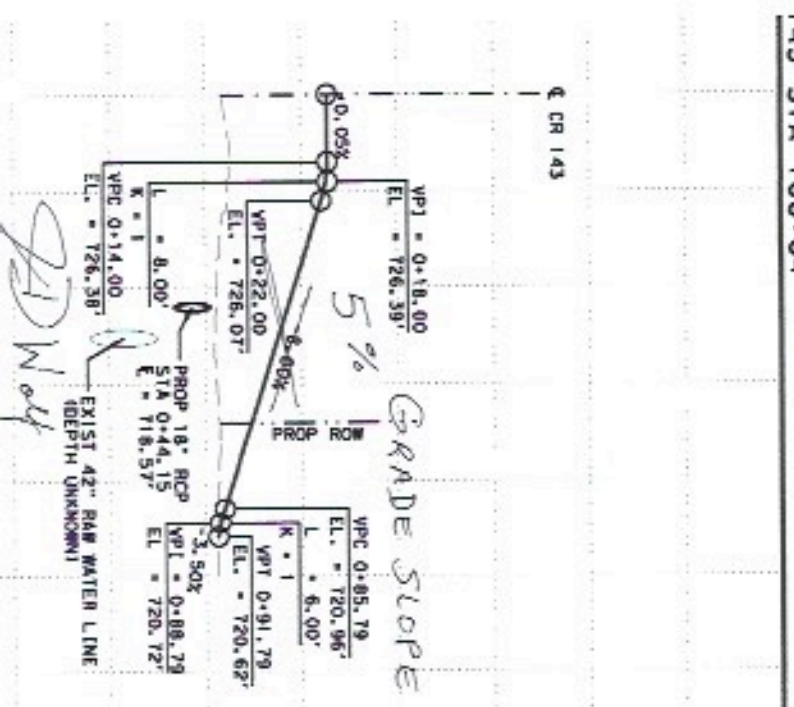
AFTER RECORDING RETURN TO:



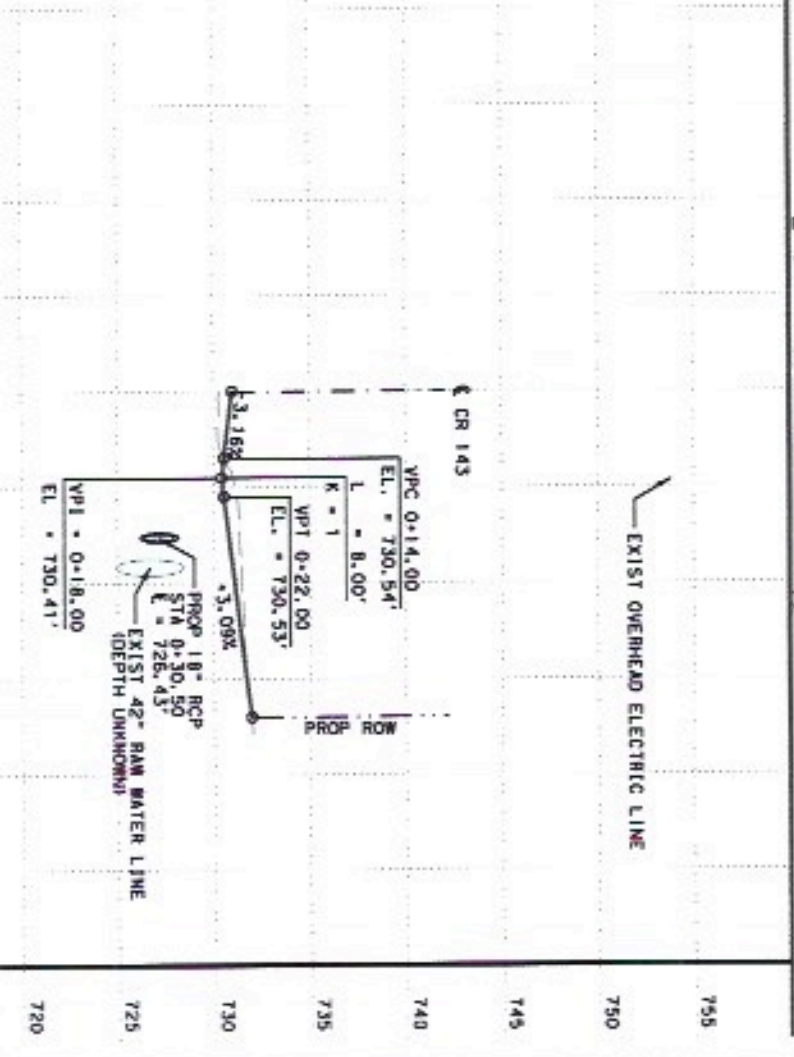
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