

and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 17090031 ROW, issued October 29, 2018 by Community National Title, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the date that the amount of an Award of Special Commissioners is deposited with or tendered to the registry of the court, or if the Award of Special Commissioners is not greater than the consideration paid for this Agreement, the date of the Special Commissioners' hearing.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the

Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment. Upon written request from Grantor or County, the parties shall work to schedule a special commissioners' hearing which is to occur within 120 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

County agrees that as part of the proposed Roadway Construction Project it shall cause to be constructed one (1) driveway connection between the proposed Roadway Construction Project improvements and the remaining property of Grantor. The driveway shall be thirty (30) feet wide or otherwise of standard commercial width and radii as required and allowed by any applicable development rules of the City of Georgetown, and shall be located as near to Grantor's eastern property boundary line as is reasonably feasible as determined by County's design engineers, and generally in the location as shown on Exhibit "B" attached hereto.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

C.L. THOMAS HOLDINGS, LLC,
successor by merger with Speedy Stop Holdings, LLC,
successor by merger with Speedy Stop Food Stores, LLC,
successor by merger with Speedy Stop Food Stores, Ltd.

By: *Carlton LaBeff*
Carlton LaBeff

Its: *Authorized Agent*

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Victoria

This instrument was acknowledged before me on this the 15th day of January, 2019 by Carlton LaBeff, in the capacity and for the purposes and consideration recited herein.



Jennifer Hasdorff
Notary Public, State of Texas
Printed Name: Jennifer Hasdorff
My Commission Expires: 02-20-2022

Handwritten initials

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ___ day of _____, 2019 by Bill Gravell, Jr. County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires



EXHIBIT A

COUNTY: Williamson
PARCEL No.: 2
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: 0337-01-043

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.294 ACRE (12,806 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 2, WOOD RANCH SECTION FIVE, A SUBDIVISION RECORDED IN CABINET K, SLIDE 269 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9330164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1, ALONG WITH LOTS 2 & 3, BLOCK 2, DESCRIBED IN DEED UNTO SPEEDY STOP FOOD STORES, LTD., DOCUMENT NUMBER 2004051225 O.P.R.W.C.T., THE SAID 0.294 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), being the common corner between Lot 5 and Lot 6, Block 2, Wood Ranch Section Five;

THENCE, South 20°55'56" East, along said east line of said D.B. Wood Road, being the west line of Lots 5, 4, 3, and 2, Block 2, a distance of 640.24 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for the common southwest corner of Lot 2 and Lot 1, Block 2, same being a point on the proposed north right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW), for the **POINT OF BEGINNING**, 124.29 feet left of station 128+51.00 of the Texas State Highway No. 29 Improvements Project centerline;** N=10204715.45 E=3121735.49

THENCE, leaving said east line of D.B. Wood Road, crossing said Lot 1, Block 2, along said proposed north right-of-way line of said Texas State Highway No. 29, the following two (2) courses and distances:

- 1) South 56°38'55" East, a distance of 70.76 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**

- 2) North 87°39'01" East, a distance of 349.80 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for the intersection of the east line of said Lot 1, Block 2, same being the west line of that tract identified as Tract II, 2.0 acres described in deed unto Ricky Lane Patterson, in Document Number 98004192 O.P.R.W.C.T., being on, or near the common line of the said Isaac Donagan Survey, and the Joseph Pulsifer Survey, Abstract Number 498, and being located 83.00 feet left of station 132+58.26 of the Texas State Highway No. 29 Improvements Project centerline;** N=10204690.89 E=3122144.10

THENCE, South 24°05'55" East, leaving the proposed north ROW line of State Highway 29, along the common line between said Lot 1, Block 2, and said 2.0 acre tract, a distance of 35.53 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, for the southeast corner of the tract described herein, from whence, a 1 inch iron pipe next to a fence corner found, bears South 25°02'36" East, a distance of 1.51 feet;

THENCE, South 87°39'01" West, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the said Lot 1, Block 2, a distance of 347.06 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set for intersection with the said east ROW line of D.B. Wood Road, and being the southwest corner of said Lot 1, Block 2;

THENCE, leaving the said existing north ROW line of Texas State Highway No. 29, along the said east line of D.B. WOOD Road, being the west line of said Lot 1, Block 2, the following two (2) courses and distances:

- 1) North 56°38'55" West, a distance of 78.58 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set for an angle point in said west line of Lot 1, Block 2;
- 2) North 20°55'55" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, containing 0.294 acre (12,806 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

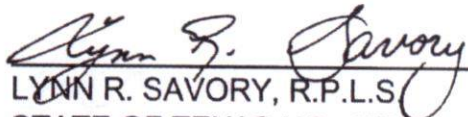
This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, 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 THIS 2nd DAY OF May, 2018

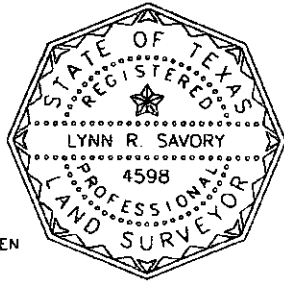


LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598

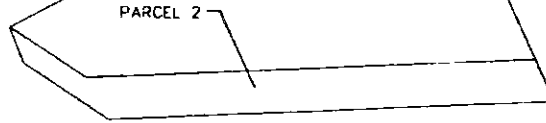
Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752



2 May, 2018



LOT 1, BLOCK 2
WOOD RANCH
SECTION FIVE
DOC. NO. 9330164
O.P.R.W.C.T.
CABINET K, SLIDE 269
P.R.W.C.T.



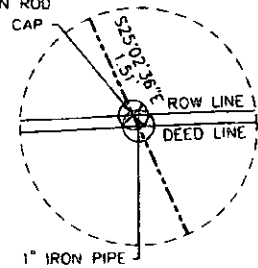
PARENT TRACT INSET
N.T.S.

WCAD ID NO. R334194
SPEEDY STOP FOOD STORES, LLC
59,242 SQ. FT.
DOC. NO. 2004051225
O.P.R.W.C.T.

LOT 1, BLOCK 2
WOOD RANCH
SECTION FIVE
DOC. NO. 9330164
O.P.R.W.C.T.
CABINET K, SLIDE 269
P.R.W.C.T.

WCAD ID NO. R334194
SPEEDY STOP FOOD STORES, L.C
59,242 SQ. FT.
DOC. NO. 2004051225
O.P.R.W.C.T.

5/8" IRON ROD
WITH UCE CAP



DETAIL
N.T.S.

30" WATER LINE EASM'T
CITY OF ROUND ROCK
VOL. 844, PG. 169
D.R.W.C.T.

WCAD ID NO. R307295
RICKEY LANE PETERSON
DOC. NO. 98004192
O.P.R.W.C.T.

P.O.C.
LOT CORNER BETWEEN
LOT 5 & LOT 6

P.O.B.

STA 128+51.00
N= 10204715.45
E= 3121735.489
OFFSET 124.29' LT

15' P.U.E. CI.W.S.C.
VOL. 844, PG. 169
D.R.W.C.T.

N87°39'01"E
349.80'

PROPOSED R.O.W.

PARCEL 2 0.294 ACRES 12,808 SQ. FT.

25' B.S.L.

S87°39'01"W
347.06'

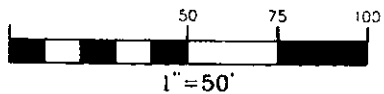
EXISTING R.O.W.

TEXAS STATE HIGHWAY NO. 29
(100' R.O.W.)

STA 132+58.26
N= 10204890.89
E= 3122144.10
OFFSET 83' LT

STA 129+08.46
N= 10204676.55
E= 3121794.59
OFFSET 83' LT

130+00



SKETCH TO ACCOMPANY
FIELD NOTES

PAGE 4 OF 4 PAGES

BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF
GEORGETOWN CONTROL NETWORK ESTABLISHED
IN 1996, TEXAS COORDINATE SYSTEM OF 1983
(1993 ADJ.) HARN, CENTRAL ZONE COMBINED
SURFACE ADJUSTMENT FACTOR 100009768 ALL
COORDINATES ARE SURFACE ADJUSTED.

DATE: 5-1-18

LEGEND

PRWC	PLAT RECORDS WILLIAMSON COUNTY TX	⊙	1x100 TYPE 1 MONUMENT
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX	⊕	IRON PIPE FOUND
DRWC	DEED RECORDS WILLIAMSON COUNTY TX	⊗	1/2" IRON ROD FOUND
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT	⊗	5/8" IRON ROD w/UCCE CAP
POB	POINT OF BEGINNING	⊕	5/8" IRON ROD w/ALUMINUM TxDOT CAP
POC	POINT OF COMMENCEMENT	—	PROPERTY LINE
		-x-	WIRE FENCE
		—	PARCEL PROPERTY LINE
		- - -	EASEMENT LINE
		- - -	SURVEY LINE
		⊙	CONTROL POINT

UNINTECH CONSULTING ENGINEERS, INC.
303 E. HAVILAND DRIVE, SUITE 200
PHONES: (512) 973-0721
AUSTIN, TEXAS 78752
FAX: (512) 961-8279
WWW.UNINTECH.COM
TXS 1610254100

ADCT NO. CSJ NO. 0337-01-043
DIST: AUSTIN COUNTY: WILLIAMSON HWY: S.H. 29

PARCEL 2
S.H. 29
WILLIAMSON COUNTY
TEXAS

APPARENT: AC. 1.38
TAKING: AC. 0.294
REMAINDER: AC. 1.086

TEXAS DEPARTMENT OF TRANSPORTATION
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EXHIBIT "B"

