

REAL ESTATE CONTRACT

Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT (“Contract”) is made by KATHRYN ANN WILSON, BETH NOWLIN DAVIS, CASEY S. SMITH, HATCH C. SMITH, JR, AND KATHERINE S. TUCK (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 10.130 acre (441,279 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 10.130 acre tract being more particularly described by metes and bounds in EXHIBIT “A,” attached hereto and incorporated herein (**Parcel 15**);

Approximately 6.27 acre (273,121 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 6.27 acre tract being more particularly described by aerial in EXHIBIT “B,” attached hereto and incorporated herein (**Parcel 15R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” and Exhibit “B” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Parcel 15R is to be surveyed at the expense of Purchaser prior to closing.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and Exhibit "B", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 3, 2020, 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 all of the Property described in Exhibit "A", 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.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, 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 party incurring same respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total

damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

KATHRYN ANN WILSON

By: Kathryn Ann Wilson

Name: Kathryn Ann Wilson

Date: 4-14-2020

Address: 151 C.R. 120

Georgetown, TX 78626

BETH NOWLIN DAVIS

By: Beth Nowlin Davis

Name: Beth Nowlin Davis

Date: 4-14-2020

Address: 3341 Purdue Ave
Dallas, TX 75225

CASEY S. SMITH

By: _____

Address: _____

Name: _____

Date: _____

HATCH C. SMITH, JR

By: _____

Address: _____

Name: _____

Date: _____

KATHERINE S. TUCK

By: _____

Address: _____

Name: _____

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.
County Judge

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

Date: _____

BETH NOWLIN DAVIS

By: _____

Address: _____

Name: _____

Date: _____

CASEY S. SMITH

By: Casey Smith

Address: 101 Colorado St #100

Name: Casey Smith

Austin, TX 78701

Date: 4/14/20

HATCH C. SMITH, JR

By: _____

Address: _____

Name: _____

Date: _____

KATHERINE S. TUCK

By: _____

Address: _____

Name: _____

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Address: 710 Main Street, Suite 101

Bill Gravell, Jr.
County Judge

Georgetown, Texas 78626

Date: _____

BETH NOWLIN DAVIS

By: _____

Address: _____

Name: _____

Date: _____

CASEY S. SMITH

By: _____

Address: _____

Name: _____

Date: _____

HATCH C. SMITH, JR

By: Hatch C Smith Jr

Address: 105 Nolana Cir

Name: Hatch C. Smith Jr

Boerne, Tx 78006

Date: 4/15/2020

KATHERINE S. TUCK

By: Katherine S. Tuck

Address: 11539 Guntight Lane

Name: Katherine S. Tuck

Austin, Tx 78748

Date: 4/15/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

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

Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 15 PART 1

DESCRIPTION OF A 10.130 ACRE (441,279 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 AND THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 62.524 ACRE TRACT OF LAND (TRACT IV) DESCRIBED IN GIFT DEEDS TO KATHRYN ANN WILSON (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 271 AND VOLUME 1626, PAGE 304 AND TO BETH NOWLIN DAVIS (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 282 AND VOLUME 1626, PAGE 293, ALL BEING OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ET AL CERTAIN INTERESTS IN DOCUMENT NO. 9718770 OF SAID OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.130 ACRE (441,279 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a broken Type 1 TxDOT monument found 358.01 feet right of proposed Corridor C baseline station 279+39.80 in the existing southerly Right-of-Way (ROW) line of State Highway (S.H.) 29 (120' width ROW), being in the northeasterly boundary line of said 62.524 acre tract for a point of compound curvature;

THENCE, with the common boundary line of said 62.524 acre tract and said existing southerly ROW line, along a curve to the left having a delta angle of $07^{\circ}41'57''$, a radius of 1085.92 feet, an arc length of 145.92 feet and a chord which bears $N\ 53^{\circ}05'08''\ W$ for a distance of 145.81 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as $N=10209406.13$, $E=3162276.45$ TxSPC Zone 4203) set 213.00 feet right of proposed Corridor C baseline station 279+24.52 in the proposed southeasterly ROW line of Corridor C, for the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said existing southerly ROW line, through the interior of said 62.524 acre tract, with the proposed southeasterly ROW line, **S $42^{\circ}55'39''\ W$** , at a distance of 980.79 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 213.00 feet right of proposed Corridor C baseline station 269+43.73, and continuing for a total distance of **1080.79** feet to a calculated point 213.00 feet right of proposed Corridor C baseline station 268+43.74, in the approximate centerline of the San Gabriel River, being in the southwesterly boundary line of said 62.524 acre tract, same being the northeasterly boundary line of that called 8.41 acre tract of land (Tract II) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, with the approximate centerline of said San Gabriel River (along the average of the cited meander calls from said 8.41 acre tract and said 62.524 acre tract), the following two (2) courses:

- 2) **N $46^{\circ}40'22''\ W$** for a distance of **204.62** feet to a calculated angle point;
- 3) **N $50^{\circ}23'58''\ W$** for a distance of **231.77** feet to a calculated point 223.00 feet left of proposed Corridor C baseline station 268+31.71, in the proposed northwesterly ROW line of said Corridor C, for the westerly corner of the herein described tract;
- 4) **THENCE**, departing said approximate centerline of the San Gabriel River, same being said 8.41 acre tract, through the interior of said 62.524 acre tract, with said proposed northwesterly ROW line, **N $42^{\circ}55'39''\ E$** , at a distance of 100.00 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 223.00 feet left of proposed Corridor C baseline station 269+31.71, and continuing for a total distance of **913.07** feet to an iron rod with aluminum cap stamped "ROW 4933" set 223.00 feet left of proposed Corridor C baseline station 277+44.78, in said existing southerly ROW line of S.H. 29, for the northerly corner of the herein described tract, and from which a leaning Type 1 TxDOT monument found, in the existing southerly ROW line of said S.H. 29, same being in the northerly boundary line of said 62.524 acre tract bears, with said existing ROW line, along a curve to the left, having a delta angle of $12^{\circ}52'50''$, a radius of 1085.92 feet, an arc length of 244.13 feet and a chord which bears $N\ 88^{\circ}27'28''\ W$ for a distance of 243.61 feet;

- 5) **THENCE**, departing said proposed northwesterly ROW line, with said existing southerly ROW line, same being the northerly, northeasterly boundary line of said 62.524 acre tract, along a curve to the right having a delta angle of **25°04'56"**, a radius of **1085.92** feet, an arc length of **475.38** feet and a chord which bears **S 69°28'34"E** for a distance of **471.59** feet to the **POINT OF BEGINNING**, containing 10.130 acre, (441,279 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

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

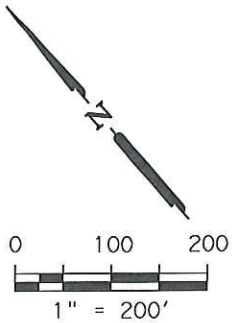
M. Stephen Truesdale

3 DEC 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 3 OF 4STA. 277+44.78
223.00' LTS.H. 29
(120' R.O.W. WIDTH)P.O.C.
STA. 279+39.80
358.01' RTP.O.B.
STA. 279+24.52
213.00' RT
GRID COORDINATES:
N=10209406.13
E=3162276.45JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231OLD S.H. 29
ASSUMED ABANDONED
NO RECORD FOUND

KATHRYN ANN WILSON
1/2 INTEREST
VOL. 1626, PG. 271 &
VOL. 1626, PG. 304
O.R.W.C.T.
& BETH NOWLIN DAVIS, ET AL
1/2 INTEREST
VOL. 1626, PG. 282 &
VOL. 1626, PG. 293
O.R.W.C.T.
(62.524 AC.)
TRACT IV
ET AL DOC. NO. 9718770
O.R.W.C.T.

PART 1

(15)

10.130 AC.
441,279 SQ. FT.

S42°55'39"W 1080.79'

STAMPED
REF/WITNESS
RPLS-4933
STA. 269+43.71
213.00' RTSTAMPED
REF/WITNESS
RPLS-4933
STA. 269+31.71
223.00' LTSTA. 268+31.71
223.00' LTSTA. 268+43.74
213.00' RT

SAN GABRIEL RIVER

CENTERLINE (N46°30'W)

N50°23'58"W 231.77'

N46°40'22"W 204.62'

GABRIEL

GEORGETOWN
INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2003103794
(8.41 AC.)
TRACT II
O.P.R.W.C.T.

C.R. 100
(50' R.O.W. WIDTH)
EXISTING R.O.W.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07° 41' 57"	1085.92'	145.92'	145.81'	N53° 05' 08"W
C2	25° 04' 56"	1085.92'	475.38	471.59'	S69° 28' 34"E
C3	12° 52' 50"	1085.92'	244.13'	243.61'	N88° 27' 28"W
(C4)	(45° 38')	(1085.92')	(864.90')		

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

PARCEL 15
PART 1

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊗	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— —	LINE BREAK
⊗	FENCE POST FOUND	⌒	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊙	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937056-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 11, 2019, ISSUE DATE SEPTEMBER 19, 2019.

- 10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 278, PAGE 632, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 279, PAGE 421, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 265, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 331, PAGE 348, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 342, PAGE 270, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 586, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 587, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- M. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 1399, PAGE 208, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- N. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9747903, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9749637, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

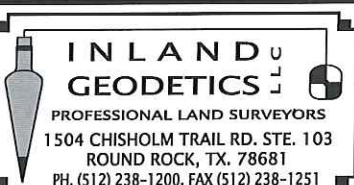
M. Stephen Truesdale DEC 2019

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



	ACRES	SQUARE FEET
ACQUISITION PART 1	10.130	471,279
ACQUISITION PART 2	42.079	1,832,957
TOTAL ACQUISITION	52.209	2,304,236
DEED AREA	351.988	15,332,597
REMAINDER AREA	299.779	13,028,361



PARCEL PLAT SHOWING PROPERTY OF
KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

PARCEL 15
PART 1

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/04/20
PAGE 3 OF 4

NO.	DIRECTION	DISTANCE
L1	N32° 39' 33"E	103.48'
L2	N40° 26' 56"E	119.78'
L3	N10° 32' 09"W	55.52'
L4	N57° 48' 12"E	56.08'

TEXAS STATE HIGHWAY DEPARTMENT
RIGHT-OF-WAY MAP
WILLIAMSON COUNTY
STATE HIGHWAY NO. 29
CONTROL 337, SECTION 7 JOB 7
FEBRUARY 1958

0 100 200
1" = 200'

SAMUEL NIMMO SURVEY
ABSTRACT NO. 481

C.R. 120

P.O.B.

STA. 275+83.73

405.78' LT

STA. 275+35.11

447.92' LT

STA. 277+44.78

223.00' LT

STA. 274+40.18

472.50' LT

STA. 273+85.98

486.90' LT

STA. 273+62.42

571.12' LT

STA. 273+52.92

442.29' LT

STA. 270+12.65

617.49' LT

STA. 269+31.71

223.00' LT

STA. 268+92.98

612.31' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

223.00' LT

STA. 267+91.16

593.86' LT

STA. 268+31.71

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/04/20
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	↗	LINE BREAK
✱	FENCE POST FOUND	↘	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊙	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas state Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937056-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 11, 2019, ISSUE DATE SEPTEMBER 19, 2019.

- 10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 278, PAGE 632, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 279, PAGE 421, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 265, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 331, PAGE 348, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 342, PAGE 270, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 586, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 587, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- M. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 1399, PAGE 208, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- N. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9747903, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9749637, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 6 MAY 2020



PARCEL PLAT SHOWING PROPERTY OF
KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

PARCEL 15
REMAINDER

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

EXHIBIT B
PROPERTY DESCRIPTION FOR WILSON REMAINDER TRACT

DESCRIPTION OF A 6.188 ACRE (269,542 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231 AND THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 62.524 ACRE TRACT OF LAND (TRACT IV) DESCRIBED IN GIFT DEEDS TO KATHRYN ANN WILSON (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 271 AND VOLUME 1626, PAGE 304 AND TO BETH NOWLIN DAVIS (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 282 AND VOLUME 1626, PAGE 293, ALL BEING OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ET AL CERTAIN INTERESTS IN DOCUMENT NO. 9718770 OF SAID OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.188 ACRE (269,542 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type 1 TxDOT monument found 405.78 feet left of proposed Corridor C baseline station 275+83.73 in the existing southerly Right-of-Way (ROW) line of State Highway (S.H.) 29 (120' width ROW), being in the northerly boundary line of said 62.524 acre tract for a point of compound curvature;

THENCE, with the common boundary line of said 62.524 acre tract and said existing southerly ROW line, along a curve to the right having a delta angle of 12°52'50", a radius of 1085.92 feet, an arc length of 244.13 feet and a chord which bears S 88°27'28" E for a distance of 243.61 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10209571.44, E=3161834.85 TxSPC Zone 4203) set 223.00 feet left of proposed Corridor C baseline station 277+44.78 in the proposed northwesterly ROW line of Corridor C, for the easterly corner of the herein described tract;

- 1) **THENCE**, departing said existing southerly ROW line, through the interior of said 62.524 acre tract, with said proposed northwesterly ROW line, **S 42°55'39" W**, at a distance of 813.07 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 223.00 feet left of proposed Corridor C baseline station 269+31.77, and continuing for a total distance of **913.07** feet to a calculated point 223.00 feet left of proposed Corridor C baseline station 268+31.77, in the approximate centerline of the San Gabriel River, being in the southwesterly boundary line of said 62.524 acre tract, same being the northeasterly boundary line of that called 8.41 acre tract of land (Tract II) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract;
- 2) **THENCE**, departing said proposed northwesterly ROW line, with the common boundary line of said 62.524 acre tract and said 8.41 acre tract, in the approximate centerline of said San Gabriel River **N 53°18'48" W**, for a distance of **373.07** feet to a calculated point 593.86 feet left of proposed Corridor C baseline station 267+91.16 in the southeasterly ROW line of old S.H. 29 (here 80' ROW width) as depicted on Williamson County Right-of-Way Map-State Highway No. 104 (29), Job M14-L4, From Georgetown to Circleville, dated November, 1931, for the westerly corner of the herein described tract;

THENCE, with said southeasterly ROW line of old S.H. 29, the following three (3) courses:

- 3) **N 32°39'33" E**, for a distance of **103.48** feet to a calculated point 612.31 feet left of proposed Corridor C baseline station 268+92.98, being the beginning of a 126 foot spiral curve transitioning the 80' ROW to a 90' ROW (50' southeasterly of the S.H. 29 centerline);
- 4) **N 40°26'56" E**, for a distance of **119.79** feet to a calculated point, being the chord of said spiral curve to the beginning of a simple curve to the right;
- 5) Along said curve to the right, having a delta angle of **58°36'18"**, a radius of **391.00** feet, an arc length of **399.93** feet and a chord which bears **N 70°10'16" E**, for a distance of **382.73** feet to a point in a north-south running fence line intersecting the called north boundary line of said Tract IV in the above cited deeds as surveyed by Steven Kallman in August of 1987, and from which, a 1/2" iron rod found at a fence corner post and being an angle point in the north line of said 1988 survey, bears S 16°02'56" E at a distance of 2.58 feet;

THENCE, departing said existing southeasterly ROW line of old S.H. 29, same being with a portion of the north line of said 1987 survey generally along an existing fence line, the following two (2) courses:

- 6) **N 10°32'09" W**, for a distance of **55.52** feet, to a calculated point (a 1/2" iron rod called set during said 1987 survey was not found);
- 7) **N 57°48'12" E**, for a distance of **56.08** feet, to a calculated point in the curving northerly ROW line of said old S.H. 29;
- 8) **THENCE**, with said northerly ROW line of old S.H. 29, along said curve to the left, having a delta angle of **15°00'39"**, a radius of **481.00** feet, an arc length of **126.02** feet and a chord which bears **N 85°18'15" W**, for a distance of **125.66** feet to a calculated point in the existing southerly ROW line of the current S.H. 29 as depicted on Texas State Highway Department Right-of-Way Map, Williamson County, State Hwy. No. 29 (Control 337, Section 2, Job 7) dated February, 1958, for a point of cusp;
- 9) **THENCE**, departing said northerly ROW line of old S.H. 29, with the existing southerly ROW line of said current S.H. 29, along a curve to the right, having a delta angle of **08°17'02"**, a radius of **1468.85** feet, an arc length of **212.37** feet and a chord which bears **N 78°27'00" E**, for a distance of **212.18** feet to a 5/8" iron rod found at the intersection of an existing fence line, said iron rod being set as an angle point in the northerly boundary line of said 62.524 acre tract during the said 1987 survey;

THENCE, continuing with the existing curving southerly ROW line of said current S.H. 29, same being with a portion of the north line of said 1987 survey, the following two (2) courses:

- 10) along a curve to the right, having a delta angle of **02°30'36"**, a radius of **1468.85** feet, an arc length of **64.35** feet and a chord which bears **N 83°50'49" E**, for a distance of **64.34** feet to a TxDOT Type 1 concrete ROW monument found leaning for a point of compound curvature;
- 11) along said curve to the right, having a delta angle of **12°52'50"**, a radius of **1085.92** feet, an arc length of **244.13** feet and a chord which bears **S 88°27'28" E**, for a distance of **243.61** feet to the **POINT OF BEGINNING**, containing 6.188 acre, (269,542 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

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

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

6 MAY 2020
Date



Exhibit "C"

Parcel 15

DEED
Corridor C—SH29 Bypass

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 BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KATHRYN ANN WILSON, BETH NOWLIN DAVIS, CASEY S. SMITH, HATCH C. SMITH, JR, AND KATHERINE S. TUCK, 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 the certain tracts or parcels 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:

All of that certain 10.130 acre (441,279 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 10.130 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 15**);

and

All of that certain 6.188 acre (269,542 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 6.27 acre tract being more particularly described by aerial in EXHIBIT "B," attached hereto and incorporated herein (**Parcel 15R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A" and "B", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 Corridor C/Southeast Inner Loop.

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 _____, 2020.

Acknowledgements on following pages

GRANTOR:

KATHRYN ANN WILSON

By:_____

Address:_____

Name:_____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

BETH NOWLIN DAVIS

By:_____

Address:_____

Name:_____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

CASEY S. SMITH

By: _____

Address: _____

Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

HATCH C. SMITH, JR

By: _____

Address: _____

Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

KATHERINE S. TUCK

By: _____

Address: _____

Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664