

REAL ESTATE CONTRACT

CR 366 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **D&L LAND DEVELOPMENT, LLC, a Texas Limited Liability Company** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Being a 268,845 square foot (6.172acre) parcel of land consisting of two parts, out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7—Parts 1-2**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and replacement of fencing or any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FOUR HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED TEN and 00/100 Dollars (\$466,110.00).

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 November 15, 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 or the State of Texas as requested 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 "B" attached hereto and incorporated herein.

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each 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:

D&L LAND DEVELOPMENT, LLC,
a Texas Limited Liability Company

By: Dinh Truong

Name: Dinh Truong

Its: Managing member

Address: 2950 Joe DiMaggio Blvd
Round Rock Tx 78665

Date: 10/7/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravel, Jr.
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 11
August 13, 2020

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF a 268,845 square foot (6.172 acres) parcel of land consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 268,845 square foot (6.172 acres) parcel of land being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a TxDOT Type I Monument found in the existing south right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide) and the south line of that tract described as 4.581 acres conveyed to the State of Texas by deed dated August 14, 1979, as recorded in Volume 766, Page 782, Deed Records, Williamson County, Texas (D.R.W.C.T.), for the beginning of a curve to the left, from which a 1/2-inch iron rod with a "BTS RPLS 4249" cap found in the east line of said 50.29 acres (save and except 4.581 acres) tract and the existing south right-of-way line of Carlos G. Parker Blvd., being the southeast corner of said 4.581 acre State of Texas tract and the southwest corner of that tract described as 1.559 acres conveyed to the State of Texas by deed dated December 15, 1980, as recorded in Volume 830, Page 624, D.R.W.C.T., and being a corner in the north line of a remaining portion of a called 88.167 acres conveyed to Weinritter Realty, LP by deed dated March 3, 2009, as recorded in Document No. 2009013705, O.P.R.W.C.T., bears N 64°41'47" E, along the south right-of-way line of Carlos G. Parker Blvd., with the south line of said 4.581 acre State of Texas tract, a distance of 941.52 feet;

THENCE, with said curve to the left, along the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, an arc distance of 43.21 feet, through a central angle of 02°16'48", having a radius of 1,085.92 feet, and a chord bearing S 63°33'36" W, a chord distance of 43.21 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed south right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd.), for the **POINT OF BEGINNING**, 90.20 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 130+46.04, and having Surface Coordinates of North=10,192,215.39, East=3,206,718.77;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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PROPERTY DESCRIPTION FOR PARCEL 7

THENCE, along the proposed south right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following two (2) courses, numbered 1 through 2:

- 1) **S 20°02'55" E**, a distance of **19.80 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 130+46.04, and
- 2) **S 70°22'40" W**, a distance of **104.36 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 129+43.31, being in the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, also being on a curve to the right;
- 3) **THENCE**, with said curve to the right, along the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, an arc distance of **106.12 feet**, through a central angle of **05°35'57"**, having a radius of **1,085.92 feet**, and a chord bearing **N 59°37'13" E**, a chord distance of **106.08 feet** to the **POINT OF BEGINNING** and containing 1,125 square feet (0.0258 of one acre) of land, more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said 50.29 acres (save and except 4.581 acres) tract and the southwest corner of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), being in the east margin of County Road 366 (CR 366, varying width);

THENCE, **S 21°42'37" E**, along the west line of said 50.29 acres (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 571.32 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed north right-of-way line of Carlos G. Parker Blvd., for the **POINT OF BEGINNING**, 223.49 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 120+61.95 and 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25, and having Surface Coordinates of North=10,192,184.11, East=3,205,682.22;

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County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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August 13, 2020

PROPERTY DESCRIPTION FOR PARCEL 7

THENCE, along the proposed north right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following eight (8) courses, numbered 1 through 8:

- 1) **S 65°49'00" E**, a distance of **76.50 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 121+16.65 and 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55,
- 2) **N 69°49'25" E**, a distance of **141.64 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 122+58.29, for the beginning of a curve to the right;
- 3) with said curve to the right, an arc distance of **157.85 feet**, though a central angle of **01°16'45"**, having a radius of **7,070.00 feet**, and a chord bearing **N 70°27'48" E**, a chord distance of **157.85 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 124+12.35,
- 4) **N 71°06'11" E**, a distance of **455.52 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 128+67.87,
- 5) **S 18°53'49" E**, a distance of **80.00 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 128+67.87,
- 6) **N 71°06'11" E**, a distance of **39.48 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 129+07.35, for the beginning of a curve to the left,
- 7) with said curve to the left, an arc distance of **761.05 feet**, though a central angle of **06°24'11"**, having a radius of **6,810.00 feet**, and a chord bearing **N 67°54'05" E**, a chord distance of **760.65 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 136+78.45, and

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PROPERTY DESCRIPTION FOR PARCEL 7

- 8) **N 64°42'00 E**, a distance of **352.05 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 140+30.50, being in the east line of said 50.29 acres (save and except 4.581 acres) tract, also being in the west line of that tract described as Tract 24 conveyed to T W Ford, LP, by Special Warranty Deed dated December 12, 2016, as recorded in Document No. 2017010899, O.P.R.W.C.T., said Tract 24 being further described as 1.00 acre in Document No. 2002042842, O.P.R.W.C.T., from which a 5/8-inch iron rod found at the northeast corner of said 50.29 acres (save and except 4.581 acres) tract bears **N 21°59'30" W**, passing at a distance of 232.71 feet along the east line of said 50.29 acres (save and except 4.581 acres) tract, with the west line of said 1.00 acre tract, a point at the northwest corner of said 1.00 acre tract, continuing along the east line of said 50.29 acres (save and except 4.581 acres) tract a distance of 475.23 feet for a total distance of 707.94 feet;
- 9) **THENCE, S 21°59'30" E**, along the east line of said 50.29 acres (save and except 4.581 acres) tract, with the west line of said 1.00 acre tract, passing at a distance of 28.52 feet a 3/8-inch iron rod found, continuing a distance of 1.53 feet for a total distance of 30.05 feet to a point being in the existing north right-of-way line of Carlos G. Parker Blvd., also being the southwest corner of said 1.00 acre tract, the northeast corner of said 4.581 acre State of Texas tract, and the northwest corner of said 1.559 acre State of Texas tract;
- THENCE**, along the existing north right-of-way line of Carlos G. Parker Blvd., with the north line of said 4.581 acre State of Texas tract, the following two (2) courses, numbered 10 through 11:
- 10) **S 64°42'00" W**, a distance of **946.90 feet** to a TxDOT Type I Monument found (leaning), for the beginning of a curve to the left, and
- 11) with said curve to the left, an arc distance of **480.66 feet**, though a central angle of **22°50'13"**, having a radius of **1,205.92 feet**, and a chord bearing **S 53°16'53" W**, a chord distance of **477.48 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed south right-of-way line of Carlos G. Parker Blvd., 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 126+22.72;

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Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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PROPERTY DESCRIPTION FOR PARCEL 7

THENCE, along the proposed south right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following five (5) courses, numbered 12 through 16:

- 12) **S 71°06'11" W**, a distance of **210.38 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 124+12.35, for the beginning of a curve to the left,
- 13) with said curve to the left, an arc distance of **151.60 feet**, though a central angle of **01°16'45"**, having a radius of **6,790.00 feet**, and a chord bearing **S 70°27'48" W**, a chord distance of **151.60 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 122+58.29,
- 14) **S 69°49'25" W**, a distance of **125.79 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 121+32.50 and 129.99 feet right of CR 366 Engineer's Baseline Station 42+12.26,
- 15) **S 24°10'22" W**, a distance of **41.95 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 140.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 121+03.17 and 100.00 feet right of CR 366 Engineer's Baseline Station 41+82.93, and
- 16) **S 21°27'49" E**, a distance of **188.41 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52, being in the south line of said 50.29 acres (save and except 4.581 acres) tract and the north line of that tract described as 0.53 acre conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, O.P.R.W.C.T.;

EXHIBIT A

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PROPERTY DESCRIPTION FOR PARCEL 7

- 17) **THENCE, S 68°17'07" W**, along the south line of said 50.29 acres (save and except 4.581 acres) tract, with the north line of said 0.53 acre tract, a distance of **30.67 feet** to a TxDOT Type I Monument found (leaning) at the southwest corner of said 50.29 acres (save and except 4.581 acres) tract, being the northwest corner of said 0.53 acre tract and the northwest corner of that tract described as 2.076 acres conveyed to the State of Texas by deed, as recorded in Volume 830, Page 624, D.R.W.C.T., also being in the east margin of CR 366;
- 18) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acres (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of **552.87 feet** to the **POINT OF BEGINNING** and containing 267,720 square feet (6.146 acres) of land, more or less.

Part 1 1,125 square feet (0.0258 of one acre)

Part 2 267,720 square feet (6.146 acres)

Total 268,845 square feet (6.172 acres)

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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August 13, 2020

PROPERTY DESCRIPTION FOR PARCEL 7

A parcel plat of even date was prepared in conjunction with this property description.

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

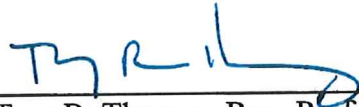
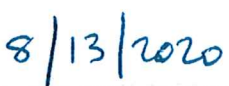
That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of August, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

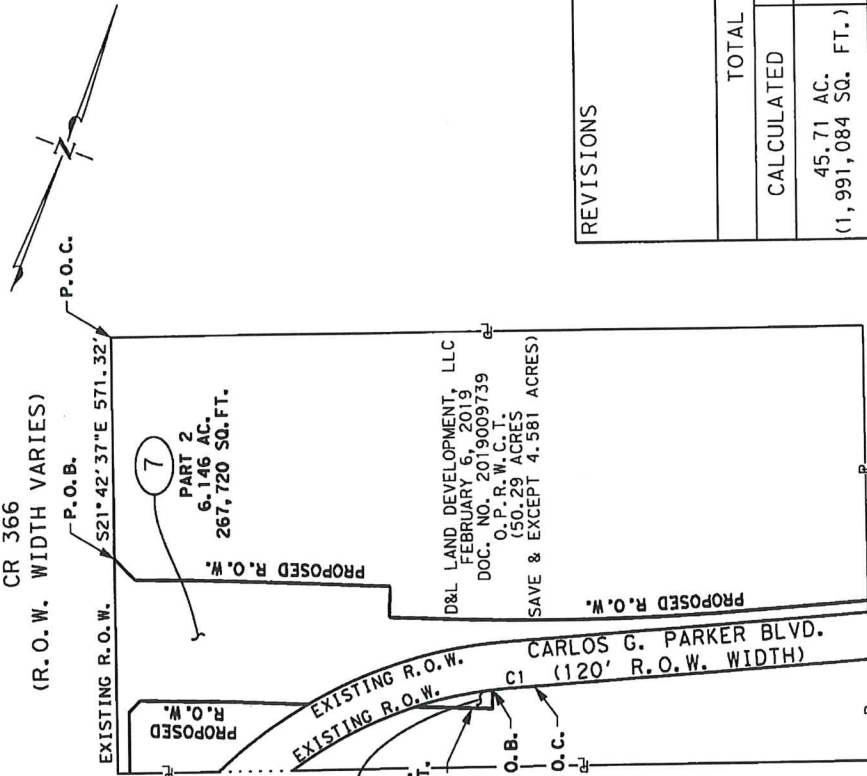


 
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 7

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- P.R.W.C.T.
- PARCEL NUMBER FOR R.O.W. ACQUISITION

CR 366
(R.O.W. WIDTH VARIES)



W. J. BAKER SURVEY
ABSTRACT NO. 65

PROPERTY INSET
NOT TO SCALE



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	43.21'	1,085.92'	02° 16' 48" LT	563° 33' 36" W
				43.21'

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 DIRECTION AND SUPERVISION.

meilo

8/13/2020

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

DATE

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NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

TOTAL OF PART 1 AND PART 2

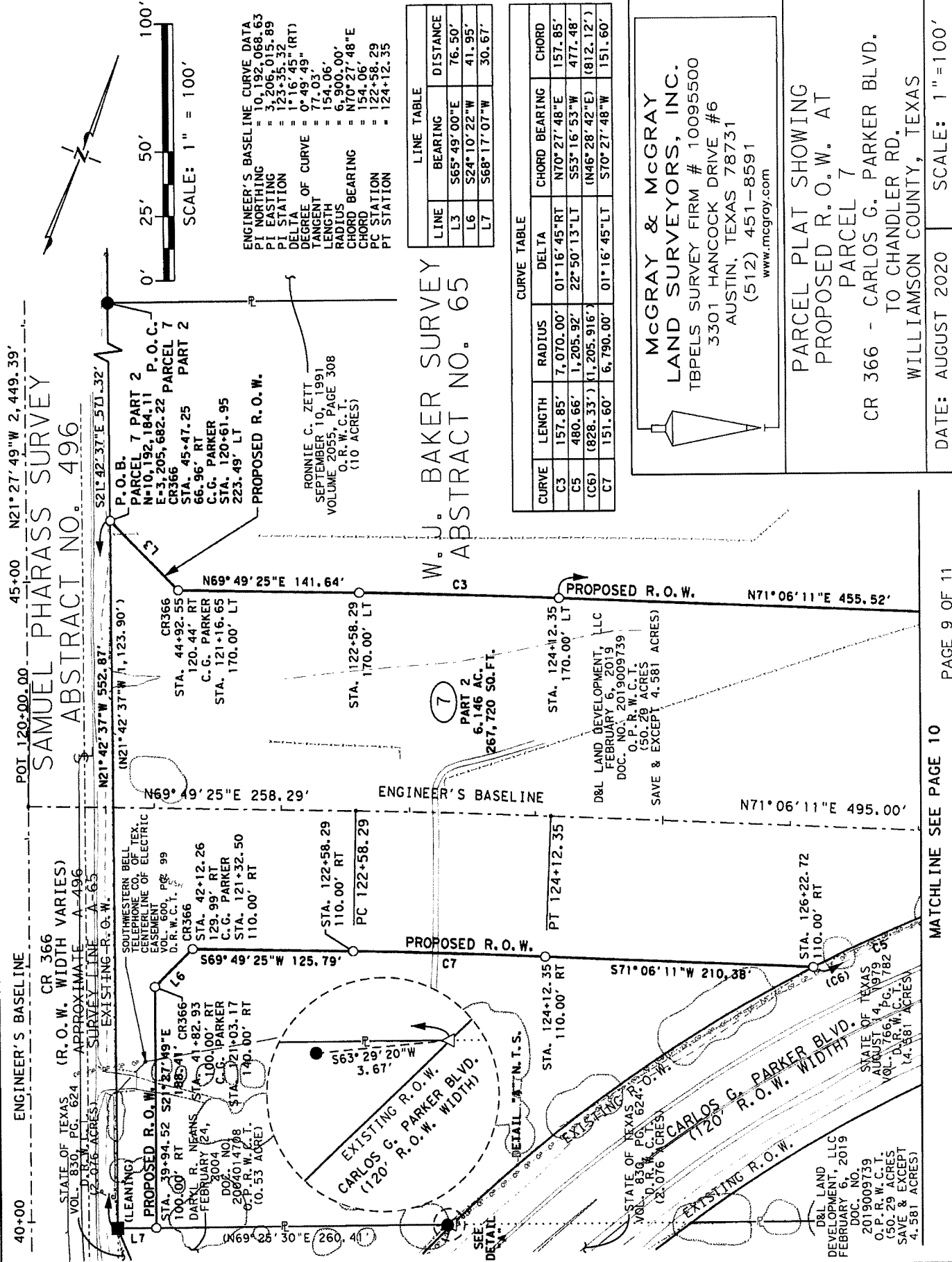
CALCULATED	ACQUISITION	REMAINING
45.71 AC. (1,991,084 SQ. FT.)	6.172 AC. (268,845 SQ. FT.)	39.54 AC. (1,722,239 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 7

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: N.T.S



45+00 N21°27'49"W 2,449.39'
POT 120+00.00
SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

40+00 ENGINEER'S BASELINE
CR 366
STATE OF TEXAS
VOL. 830, PG. 624
APPROXIMATE
SURVEY LINE A-496
EXISTING R.O.W.

PROPOSED R.O.W.
STA. 39+94.52 S21°27'49"E
100.00' RT
DARL R. NEARS
FEBRUARY 6, 2019
O.P.R.W.C.T.
VOL. 830, PG. 624
APPROXIMATE
SURVEY LINE A-496
EXISTING R.O.W.

CR366
STA. 44+92.55
120.44' RT
C.G. PARKER
STA. 121+16.65
170.00' LT
P.O.B.
PARCEL 7 PART 2
N=10, 192, 184.11
E=3,205, 682.22
CR366
STA. 45+47.25
66.96' RT
C.G. PARKER
STA. 120+61.95
223.49' LT
PROPOSED R.O.W.

STA. 122+58.29
110.00' RT
PC 122+58.29
PT 124+12.35
STA. 124+12.35
110.00' RT
STA. 126+22.72
110.00' RT
C7
569°49'25"W 125.79'
571°06'11"W 210.38'

CR366
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120.44' RT
C.G. PARKER
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223.49' LT
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W. J. BAKER SURVEY
ABSTRACT NO. 65

LINE	BEARING	DISTANCE
L3	S65°49'00"E	76.50'
L6	S24°10'22"W	41.95'
L7	S68°17'07"W	30.67'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	157.85'	7,070.00'	01°16'45"RT	N70°27'48"E	157.85'
C5	480.66'	1,205.92'	22°50'13"LT	S53°16'53"W	477.48'
(C6)	(828.33')	(1,205.916')	(N46°28'42"E)	(N46°28'42"E)	(812.12')
C7	151.60'	6,790.00'	01°16'45"LT	S70°27'48"W	151.60'

ENGINEER'S BASELINE CURVE DATA
PT NORTHING = 10,192,068.63
PT EASTING = 3,205,015.89
PT STATION = 123+35.32
DELTA = 1°16'45" (RT)
DEGREE OF CURVE = 0°48'49"
TANGENT = 77.03'
LENGTH = 154.06'
RADIUS = 6,500.00'
CHORD BEARING = N70°27'48"E
CHORD = 154.06'
PC STATION = 122+58.29
PT STATION = 124+12.35

RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(110 ACRES)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 7
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: AUGUST 2020 SCALE: 1"=100'

MATCHLINE SEE PAGE 9

MATCHLINE SEE PAGE 11

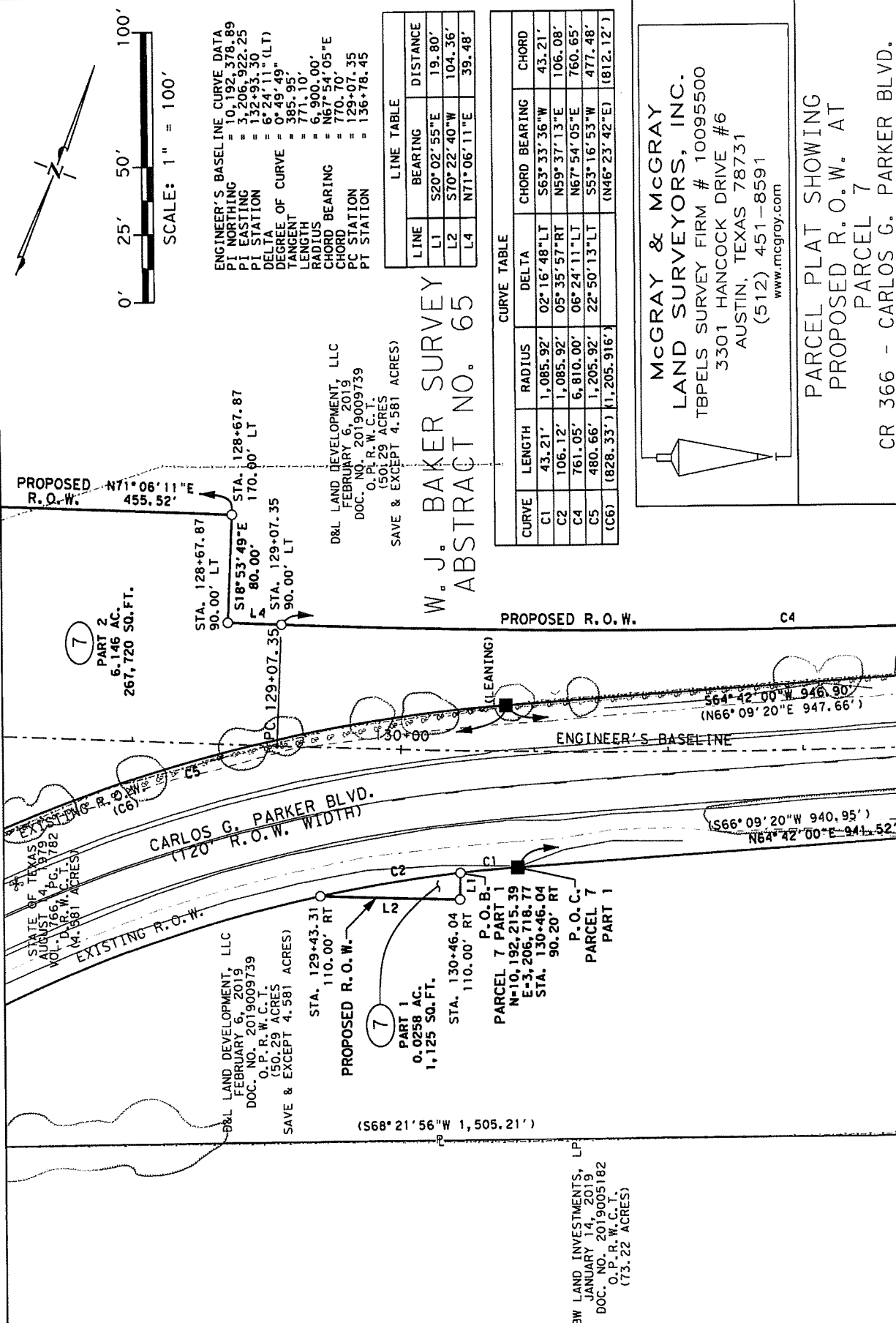


EXHIBIT "B"

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 for record in the public records: your Social Security Number or your Driver's License Number.



DEED

CR366/FM 397 Intersection Right of Way

TxDOT ROW CSJ: 0320-04-028

Parcel No.: 7

Grantor(s), whether one or more:

D&L Land Development, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including county):

_____ County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

D&L Land Development, LLC,
a Texas Limited Liability Company

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by _____, in the capacity and for the purposes and consideration recited
herein.

Notary Public—State of Texas