

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by **S DOWDY, INC.** (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 20,637 square foot (0.4738 acre) 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 4**);

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.

Purchaser and Seller agree that as a material part of the consideration for this Contract, Purchaser is taking the Property as-is, with any and all latent and patent defects and that there is not warranty by Seller that the Property is fit for a particular purpose. Purchaser acknowledges that it is not relying upon any representation, statement, or other assertion with respect to the Property condition but is relying upon Purchaser's own examination and inspection of the Property. Purchaser takes the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in the Deed to be executed at Closing or as specifically set forth in this Contract). This provision shall survive Closing.

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 FIFTY THOUSAND and 00/100 Dollars (\$50,000.00).

Payment of Purchase Price

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

Special Provisions

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to CR 366/CR397 upon the Property it shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall have a twenty-five (25) foot throat width with twenty-five (25) foot radii, and shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein.

The parties agree that the specific Station alignment of the driveway described herein may be adjusted farther to the South of this proposed alignment at the written request of Seller prior to construction, and which provides a specific Station alignment or other acceptably defined location description, or shall otherwise align with any approved driveway constructed by Seller for remainder property site development which is in place prior to the proposed road widening construction project. By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

2.04. Remainder Access during Construction. Unless otherwise agreed to with Seller in advance, Purchaser agrees that at no time during construction of the proposed roadway improvements upon the Property shall Seller be denied reasonable vehicular access, ingress to or egress from, or existing drainage or treated water conveyance from and between the remainder portions of Seller's property for its current uses at existing locations or as otherwise designated by the County's construction project engineering traffic control plan.

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, with no duty to inspect or investigate:

(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 30, 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 "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, 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:

S DOWDY, INC.

By: 

Address: PO Box 1376

Name: Samuel D Dowdy Sr

Taylor TX 76574

Its: President

Date: 11/9/2020

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 5

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF a 20,637 square foot (0.4738 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.; said 20,637 square foot (0.4738 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod in a 3/4-inch iron pipe found at the southwest corner of said 3.06 acre tract and the southeast corner of that tract described as 1.28 acres conveyed to Tractor Tire, LLC by General Warranty Deed dated December 5, 2019, as recorded in Document No. 2019117995, O.P.R.W.C.T., being in the north line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T.;

THENCE, N 68°21'58" E, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of 484.63 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet left of Engineer's Baseline Station 36+50.34, and having Surface Coordinates of North=10,191,299.29, East=3,205,882.95;

- 1) **THENCE**, N 21°27'49" W, along the proposed west right-of-way line of CR 366, across said 3.06 acre tract, a distance of **232.94 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 38+83.28, being in the north line of said 3.06 acre tract and the south line of that tract described as 5.832 acres conveyed to The Ridge Fellowship by Warranty Deed dated May 28, 2014, as recorded in Document No. 2014040382, O.P.R.W.C.T., from which a 1/2-inch iron rod found at the northwest corner of said 3.06 acre tract and the southwest corner of said 5.832 acre tract, being in the east line of said 1.28 acre tract, bears S 68°20'07" W, along the north line of said 3.06 acre tract and the south line of said 5.832 acre tract, a distance of 485.36 feet;

EXHIBIT A

County: Williamson

Highway: County Road 366

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

Page 2 of 5

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

- 2) **THENCE, N 68°20'07" E**, along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of **88.32 feet** to a 1/2-inch iron rod found at the northeast corner of said 3.06 acre tract and the southeast corner of said 5.832 acre tract, being in the west margin of County Road 366 (CR 366, varying width);
- 3) **THENCE, S 21°35'43" E**, along the east line of said 3.06 acre tract, with the west margin of CR 366, a distance of **232.98 feet** to a 3/8-inch iron rod in concrete found at the southeast corner of said 3.06 acre tract and the northeast corner of said 38.64 acre tract;
- 4) **THENCE, S 68°21'58" W**, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of **88.86 feet** to the **POINT OF BEGINNING** and containing 20,637 square feet (0.4738 of one acre) of land, more or less.

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.

Page 3 of 5
September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

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 3rd day of September, 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

T.R. Thomas

9/3/2020



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 4

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)
- (XXX) RECORD INFORMATION
- P— PROPERTY LINE (OWNERSHIP DIVISION)
- S— APPROXIMATE SURVEY LINE
- A— DEED LINE (OWNERSHIP IN COMMON)
- N.T.S.— DISTANCE NOT TO SCALE (N.T.S.)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- B.L. BUILDING SETBACK LINE
- 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) PARCEL NUMBER FOR R.O.W. ACQUISITION



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.

T.R. Thomas

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

9/3/2020

DATE

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

P.O.C.

N68°21'58"E 484.63'

P.O.B.

PROPOSED R.O.W.

4

0.4738 AC.
20,637 SQ.FT.

EXISTING R.O.W.

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

PROPERTY INSET
NOT TO SCALE

S DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
FURTHER DESCRIBED IN
DOC. NO. 2004044175
O.P.R.W.C.T.
(3.06 ACRES)

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

DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	0.4738 AC. (20,637 SQ.FT.)	2.59 AC. (112,657 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 4

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

DATE: SEPTEMBER 2020 SCALE: N.T.S.

P.O.C.
PARCEL 4
1/2" IRON
ROD IN 3/4"
IRON PIPE

TRACTOR TIRE, LLC
DECEMBER 5, 2019
DOC. NO. 2019117995
O.P.R.W.C.T.
(1.28 ACRES)

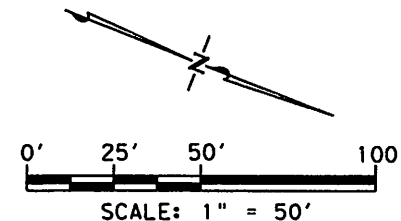
SAMUEL PHARASS SURVEY ABSTRACT NO. 496

S DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
FURTHER DESCRIBED IN
DOC. NO. 2004044175
O.P.R.W.C.T.
(3.06 ACRES)

D&L LAND
DEVELOPMENT,
LLC
MAY 17, 2019
DOC. NO.
2019043444
O.P.R.W.C.T.
(38.64 ACRES)

P.O.B.
PARCEL 4
N=10,191,299.29
E=3,205,882.95
STA. 36+50.34
70.00' LT

THE RIDGE FELLOWSHIP
MAY 28, 2014
DOC. NO. 2014040382
O.P.R.W.C.T.
(5.832 ACRES)
(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)



N68°21'58"E 484.63'
(S71°00'W 573.60')

(N70°58'E 573.53')
S68°20'07"W 485.36'

S68°21'58"W 88.86'

N68°20'07"E 88.32'

N21°27'49"W 232.94' PROPOSED R.O.W.

STA. 38+83.28
70.00' LT

④
0.4738 AC.
20,637 SQ.FT.

ENGINEER'S BASELINE N21°27'49"W 2,449.39'

PT 36+50.61

3/8" IN
CONCRETE

(S19°02'E 232.80')

S21°35'43"E 232.98'

EXISTING R.O.W.

CR 366

(R.O.W. WIDTH VARIES)

APPROXIMATE A-496
SURVEY LINE A-65

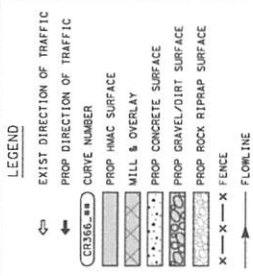
W. J. BAKER SURVEY
ABSTRACT NO. 65

ENGINEER'S BASELINE CURVE DATA	
PI NORTHING	= 10,191,144.42
PI EASTING	= 3,206,019.05
PI STATION	= 34+56.45
DELTA	= 2° 00' 17" (RT)
DEGREE OF CURVE	= 0° 30' 58"
TANGENT	= 194.20'
LENGTH	= 388.36'
RADIUS	= 11,100.00'
CHORD BEARING	= N 22° 27' 57" W
CHORD	= 388.34'
PC STATION	= 32+62.24
PT STATION	= 36+50.61



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 4
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS



0 50 100'

SCALE: 1" = 100'

P. E. SEAL
REQUIRED

PRELIMINARY
SUBJECT TO REVISION

This document is released
for informational purposes
under the authority of
a New C. discovery.
P.E. #1288 on 8/13/2020.
It is not to be used for
regulatory, archival, benefits,
bidding, or construction
purposes.

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

Garver
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TELEFAX 512 485-0713

COUNTY ROAD 366

PROPERTY OWNER EXHIBIT
PARCELS 4 AND 5

SHEET 1 OF 1		XX/XX		SHEET NO.
DESIGN	N/A	MM	08/20	001
DRAWN	MM	MM	08/20	OF
REVIEWED	MM	MM	08/20	001
PROJECT NUMBER	P296	COUNTY	WILLIAMSON	STATE
			TEXAS	

DOWDY (4)

Edge of driveway
throat offset 28'
from N property
line

DATE: 8/13/2020 2:23:47 PM
FILE: L:\2017\17207031 - Mingo CR 366 PSE\Drawings\MISC\Exhibit\Property Owners 4 and 5 (2020-08-13)\17207031-CR366-PARCEL4-5-EXH8.dgn

EXHIBIT "C"

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.: 4

Grantor(s), whether one or more:

S Dowdy, Inc.

Grantor's Mailing Address (including county):

PO Box 1376
Taylor TX 76574
Williamson 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

N14

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

GRANTOR:

S Dowdy, Inc.

By: Samuel Dowdy Sr.

Name: Samuel D Dowdy Sr.

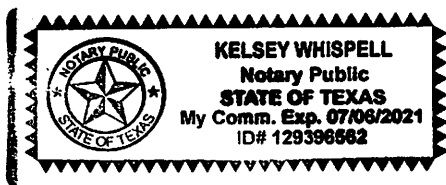
Its: President

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on November 10, 2020
by Samuel Dowdy Sr., in the capacity and for the purposes and consideration recited
herein.



Kelsey Whispell
Notary Public—State of Texas

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.