

## **REAL ESTATE CONTRACT**

SH29@DB Wood Road

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FIRST BAPTIST CHURCH OF GEORGETOWN (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 0.385 acre (16,755 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, and the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

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, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of NINE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$950,000.00).

Pursuant to the provisions of that certain Possession and Use Agreement for Transportation Purposes between the parties and which is recorded as Document No. 2019023167, Official Records of Williamson County, Texas, Purchaser has previously paid Seller compensation of \$125,379.00, which amount was to be credited against any final purchase price for the Property. **Therefore, the current net Purchase Price due and owing for the Property will be the sum of EIGHT HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWENTY-ONE and 00/100 Dollars (\$824,621.00).**

### Payment of Purchase Price

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

### Special Provisions and Additional Consideration

2.03. As additional consideration for the Property, Purchaser agrees that construction of the improvements to SH 29 and DB Wood Drive, including but not limited to access drives, median cuts and turn lanes, and deceleration lanes, will be as shown on Exhibit "B" hereto.

## **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

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 August 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (which date is herein referred to as the "Closing Date").

The Closing of this transaction is contingent upon Seller obtaining an approved variance from any applicable development code provisions of the City of Georgetown which would allow and legally permit Seller to construct proposed curative site improvements on its remaining property without requiring the extension of new or additional off-site waste water extensions by Seller as part of any plat or building permit approval. If Seller is not able to obtain such a variance within 150 days from the Effective Date of this Contract, subject to written extensions from Purchaser, then Purchaser may at its election terminate this Contract with written notice to Seller, and it shall be of no further binding force or effect and the parties will be released from all obligations herein. If Seller is not able to obtain such a variance within the above-referenced time or at all, then Seller may at its election terminate this Contract with written notice to Purchaser, and it shall be of no further binding force or effect and the parties will be released from all obligations herein.

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 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.

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



(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction 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 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.

*[signature pages follow]*



**SELLER:**

FIRST BAPTIST CHURCH OF GEORGETOWN

By: Mah. Su

Address: \_\_\_\_\_

Name: Malvin Green, Trustee

Date: 7/30/21

By: Charlotte Watson

Name: Charlotte Watson, Trustee

Date: 7-30-2021

By: Tim C Lear

Name: Tim C. LEAR, Trustee

Date: 8/2/21

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

Date: \_\_\_\_\_

**EXHIBIT A**

**COUNTY:** Williamson  
**PARCEL No.:** 5  
**HIGHWAY:** State Highway No. 29  
**LIMITS:** From: River Chase Boulevard  
To: Legend Oaks Drive  
**CSJ:** 0337-01-043

**PROPERTY DESCRIPTION FOR PARCEL 5**

**DESCRIPTION OF A 0.385 ACRE (16,755 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, AND THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, FIRST BAPTIST CHURCH GEORGETOWN, A SUBDIVISION RECORDED IN CABINET L, SLIDE 311 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9509716 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING THE REMAINING PORTION OF 21.70 ACRES COMPRISED OF THAT TRACT IDENTIFIED AS 12.54 ACRES DESCRIBED IN DEED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN RECORDED IN VOLUME 1261, PAGE 128 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND THAT TRACT IDENTIFIED AS 9.16 ACRES DESCRIBED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN, IN VOLUME 2171, PAGE 354 D.R.W.C.T., THE SAID 0.385 ACRE (16,755 Sq. Ft.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2 inch iron rod with an orange plastic cap (not able to read inscription) found in the east right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), for the southeast corner of a 60 foot wide Utility and Roadway Easement shown on said plat, and the southwest corner of the remainder of said lot 1;

**THENCE**, North 20°54'32" West, along the east ROW line of said D.B. Wood Road 60' wide roadway easement, a distance of 879.99 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for the intersection with the Proposed south Right-of-Way line of Texas State Highway No. 29, same being the southwest corner of, and **POINT OF BEGINNING** hereof, located 122.61 feet right of station 129+34.36 of the Texas State Highway No. 29 Improvements Project centerline ;\*\* N=10204472.17 E=3121828.90



**THENCE**, North 20°54'32" West, continuing along the east Right-of-Way line of said D.B. Wood Road, a distance of 76.59 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the existing south right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

**THENCE**, North 87°39'01" East, leaving said east Right-of-Way line of said D.B. Wood Road, along said existing south right-of-way line of Texas State Highway No. 29, being the north line of said Lot 1, First Baptist Church Georgetown, at a distance of 400.45 feet, passing a 1/2 inch iron rod, 0.31 feet left, found on or near the common line between the said Isaac Donagan Survey and the Joseph Pulsifer Survey, at a distance of 1047.74 feet, passing a 1/2 inch iron rod found 0.27 feet left, and continuing for a Total Distance of 1234.85 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for the northeast corner of said Lot 1, same being the northwest corner of a ten foot wide Road Widening Easement shown on the Legend Oaks Section II subdivision plat recorded in Cabinet I, Slide 269 P.R.W.C.T.; same being Document Number 872379, P.R.W.C.T., from whence, a 1/2 inch iron rod found bears South 00°54'46" West, a distance of 1.88 feet;

**THENCE**, South 20°11'12" East, leaving the existing south line of said Texas State Highway No. 29, along the common line between said Lot 1, First Baptist Church Georgetown, and said Legend Oaks Section II, at a distance of 10.51 feet, passing a calculated point for the southwest corner of said ten foot wide road widening easement, same being the northwest corner of Lot 6 of said Legend Oaks Section II, continuing with the common line between said Lot 1, and Lot 6, for a Total Distance of 12.61 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with said Proposed south ROW line of said Texas State Highway No. 29, located 62.00 feet right of station 141+48.69 of the Texas State Highway No. 29 Improvements Project centerline; N=10204582.52 E=3123039.72; from said iron rod, a disturbed 1/2 inch iron rod found near the southeast corner of said Lot 1, First Baptist Church Georgetown, and the southwest corner of said Lot 6, Legend Oaks Section II, bears South 20°15'36" East, a distance of 553.12 feet;\*\*

**THENCE**, leaving the aforementioned common line, crossing said Lot 1, First Baptist Church Georgetown, along said Proposed south Right-of-Way line of Texas State Highway No. 29, the following two (2) courses and distances:

- 1) South 87°39'01" West, a distance of 1170.74 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;\*\*

2) **THENCE**, South 33°22'30" West, a distance of 74.66 feet to the **POINT OF BEGINNING**, containing 0.385 acre (16,755 square feet) of land area, more or less.

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

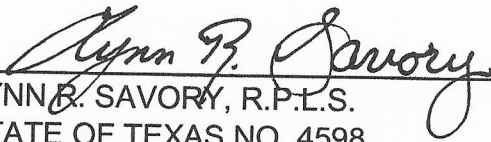
This description is accompanied by a separate exhibit.

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

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

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

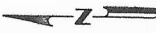
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 25<sup>th</sup>  
DAY OF OCTOBER, 2018

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

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







TEXAS STATE HIGHWAY NO. 29

STA= 129+77.95  
N= 10204534.52  
E= 3121893.966  
OFFSET= 62' RT

15' WATER LINE ESM'T  
SHEDDING TRAIL  
VOL. 939, PG. 583  
D.R.W.C.T.

5' PUBLIC ELEC. ESM'T  
VOL. 847, PG. 561  
D.R.W.C.T.

N87°39'01"E 1234.85'

EXISTING R.O.W.

PARCEL 5

PROPOSED R.O.W.

EXISTING R.O.W.

N87°39'01"E 1234.85'

16,755 SQ. FT.

0.385 ACRES

MATCHLINE "C"

PROPOSED R.O.W.

10' P.U.E.

25' B.S.L.

N87°39'01"E 1234.85'

16,755 SQ. FT.

0.385 ACRES

MATCHLINE "C"

CP #1  
N= 10204514.48  
E= 3121952.858  
ELEV.= 855.51

WCAD ID NO. R350222  
FIRST BAPTIST CHURCH OF  
GEORGETOWN  
VOL. 1261, PG. 128  
D.R.W.C.T.

LOT 1  
FIRST BAPTIST CHURCH OF  
GEORGETOWN  
CABINET L, SLIDE 311  
P.R.W.C.T.  
DOC. NO. 9509716  
O.P.R.W.C.T.

JOSEPH P. PULSIFER SURVEY  
ABSTRACT NUMBER 498  
ISAAC DONAGAN SURVEY  
ABSTRACT NUMBER 178

P.O.B.

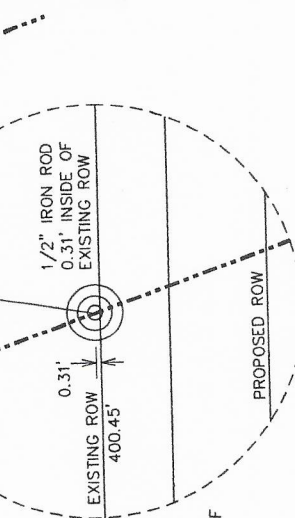
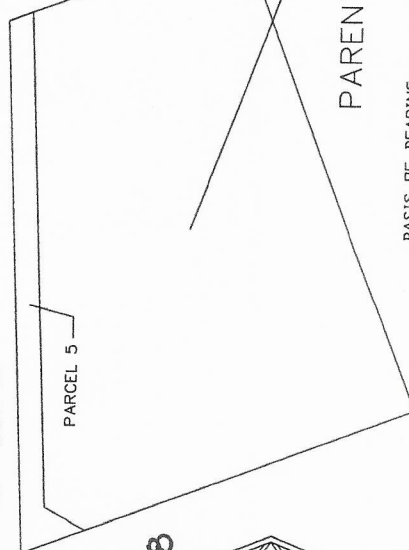
DB WOOD ROAD  
60' PUE AND ROADWAY ESM'T.

STA= 129+34.36  
N= 10204472.17  
E= 3121828.696  
OFFSET= 122.61' RT

WCAD ID NO. R350222  
FIRST BAPTIST CHURCH OF  
GEORGETOWN  
VOL. 1261, PG. 128  
D.R.W.C.T.

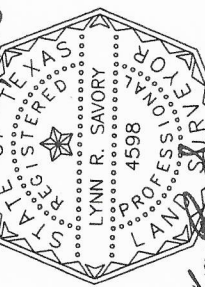
LOT 1  
FIRST BAPTIST CHURCH OF  
GEORGETOWN  
CABINET L, SLIDE 311  
P.R.W.C.T.  
DOC. NO. 9509716  
O.P.R.W.C.T.

JOSEPH P. PULSIFER SURVEY  
ABSTRACT NUMBER 498  
ISAAC DONAGAN SURVEY  
ABSTRACT NUMBER 178



P.O.C.  
ORANGE PLASTIC  
CAP (CAN'T READ)

25 OCT 2018



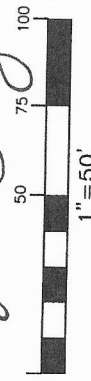
PARCENT TRACT INSET  
N.T.S.

DETAIL  
N.T.S.

DATE: 5-1-18  
REVISED: 10-25-18

BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CONTROL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ.) HARN, CENTRAL ZONE. COMBINED  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY  
FIELD NOTES  
PAGE 4 OF 6 PAGES



UNINTECH CONSULTING ENGINEERS, INC.  
505 E. HUNT AND RIVER, SUITE 325  
AUSTIN, TEXAS 78725  
PHONE: (512) 279-0722 FAX: (512) 641-8279 WWW.UNINTECH.COM

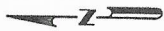
ACCT NO. CSJ NO. 0337-01-043  
DIST: AUSTIN COUNTY: WILLIAMSON  
APPARENT: AC 21.7059  
TAXING: AC 0.385  
REMARKS: AC 21.5208

PARCEL 5  
S.H. 29  
WILLIAMSON COUNTY  
TEXAS

DATE: 5-1-18  
REVISED: 10-25-18

LEGEND	
PRVCT	PLAT RECORDS WILLIAMSON COUNTY TX.
OPRVT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX.
DRVCT	DEED RECORDS WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	CONTROL POINT
⊕	1x DDT TYPE I MONUMENT
⊗	IRON PIPE FOUND
⊙	1/2" IRON ROD FOUND
⊗	5/8" IRON ROD W/ UCE CAP
△	5/8" IRON ROD W/ ALUMINUM 1x DDT CAP
---	PROPERTY LINE
-X-	WIRE FENCE
---	PARCEL PROPERTY LINE
---	EASEMENT LINE
---	SURVEY LINE





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

5' PUBLIC ELEC ESM'T  
VOL. 847, PG. 561  
D.R.W.C.T.

EXISTING R.O.W.

N87°39'01"E 1234.85'

PROPOSED R.O.W.

S87°39'01"W 1170.74'

0.385 ACRES 16,755 SQ. FT.

PARCEL 5

20' P.U.E.

25' B.S.L.

MATCHLINE "C"

MATCHLINE "D"

# JOSEPH P. PULSIFER SURVEY ABSTRACT NUMBER 498

15' WATER LINE ESM'T  
CHISHOLM TRAIL  
SUBDIVISION  
VOL. 938, PG. 583  
D.R.W.C.T.

LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
21.7058 ACRES  
CABINET L, SLIDE 311  
P.R.W.C.T.  
DOC. NO. 9509716  
O.P.R.W.C.T.

WCAD ID NO. R350222  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
12.54 ACRES  
VOL. 1261, PG. 128  
D.R.W.C.T.

WCAD ID NO. R350222  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
9.16 ACRES  
VOL. 2171, PG. 354  
D.R.W.C.T.

LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
21.7058 ACRES  
CABINET L, SLIDE 311  
D.P.R.W.C.T.  
DOC. NO. 9509716  
O.P.R.W.C.T.

PARCEL 5

PARENT TRACT INSET  
N.T.S.

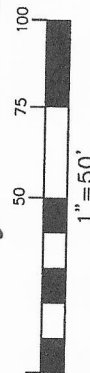
DATE: 5-1-18

REVISED: 10-25-18

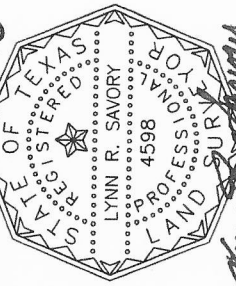
BASIS OF BEARINGS:  
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GEORGETOWN CONTROL NETWORK ESTABLISHED  
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(1993 ADJ.) HARN, CENTRAL ZONE. COMBINED  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

## SKETCH TO ACCOMPANY FIELD NOTES

PAGE 5 OF 6 PAGES



25 October 2018



*Lynn R. Savory*

UNINTECH CONSULTING ENGINEERS, INC.  
201 N. DARTMOUTH DRIVE, SUITE 335  
PHOENIX, ARIZONA 85004  
AUSTIN, TEXAS 78702  
FAX: (710) 641-4279 WWW.UNINTECH.COM



TEXAS DEPARTMENT OF TRANSPORTATION

© 2016

ACCT NO. CSJ NO. 0337-01-043

DIST: AUSTIN COUNTY: WILLIAMSON

MP: S.H. 29

APPROXIMATE AC. 21.7058

TAKING AC. 0.385

REMARKS: AC. 21.5203

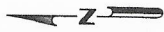
PARCEL 5

S.H. 29

WILLIAMSON COUNTY  
TEXAS

## LEGEND

PRVCT	PLAT RECORDS	⊙	TxDOT TYPE I MONUMENT
QPRVCT	WILLIAMSON COUNTY TX.	⊕	IRON PIPE FOUND
DRVCT	OFFICIAL PUBLIC RECORDS	⊗	1/2" IRON ROD FOUND
WCAD	DEED RECORDS	⊗	5/8" IRON ROD V/ICE CAP
P.O.B.	WILLIAMSON COUNTY TX.	△	5/8" IRON ROD V/ALUMINUM TxDOT CAP
P.D.C.	WILLIAMSON COUNTY APPRAISAL DISTRICT	—	PROPERTY LINE
	POINT OF BEGINNING	—X—	WIRE FENCE
	POINT OF COMMENCEMENT	—	PARCEL PROPERTY LINE
	CONTROL POINT	---	EASEMENT LINE
		----	SURVEY LINE



RIVER CHASE  
BOULEVARD

70.00'

50.00'

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

AT 10.51' PASSING ROAD  
EASEMENT LINE

AT 1047.74'  
0.27 INSIDE R.O.W.

S20°11'12"E  
12.61'

EXISTING R.O.W.

PARCEL 5 0.395 ACRES 16.755 SQ. FT.

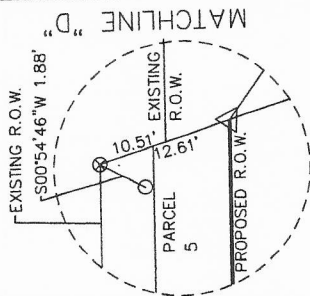
N87°39'01"E

1234.85'

S87°39'01"W

1170.74'

SEE DETAIL



STA. = 141+48.69  
N = 10204582.52  
E = 3123039.722  
OFFSET = 62' RT

15' WATER LINE ESM'T  
CHISHOLM TRAIL  
SUBDIVISION  
VOL. 938, PG. 583  
D.R.W.C.T.

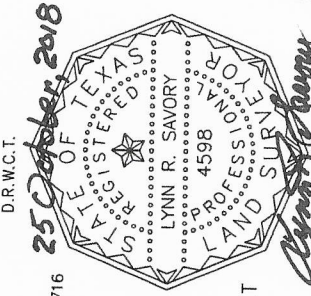
WCAD ID NO. R350222  
LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
21.7058 ACRES  
CABINET L, SLIDE 311  
P.R.W.C.T.

5' PUBLIC ELEC. ESM'T  
VOL. 847, PG. 561  
D.R.W.C.T.

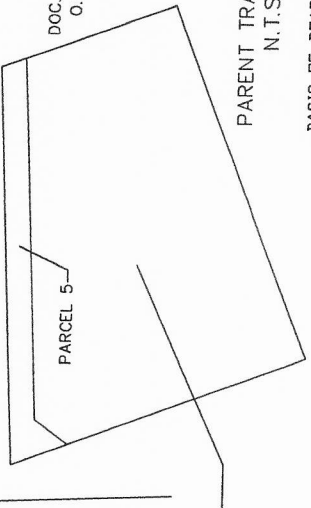
WCAD ID NO. R350222  
LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
9.16 ACRES  
VOL. 2171, PG. 354  
D.R.W.C.T.

LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
21.7058 ACRES  
CABINET L, SLIDE 311  
P.R.W.C.T.

DOC. NO. 9506716  
P.R.W.C.T.



DOC. NO. 9509716  
O.P.R.W.C.T.



DOC. NO. 9509716  
O.P.R.W.C.T.

DOC. NO. 9506716  
P.R.W.C.T.

S20°15'36"E  
553.12'

20' B.S.L.

WCAD ID NO. R350222  
LOT 1  
FIRST BAPTIST CHURCH  
OF GEORGETOWN  
21.7058 ACRES  
CABINET L, SLIDE 311  
P.R.W.C.T.

DOC. NO. 9509716  
O.P.R.W.C.T.

DOC. NO. 9506716  
P.R.W.C.T.

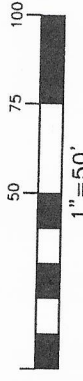
LOT 6  
LEGEND OAKS  
SECTION II  
CAB. I SLIDE 269

JOSEPH P. PULSIFER SURVEY  
ABSTRACT NUMBER 498  
DATE: 5-1-18  
REVISED: 10-25-18

PARENT TRACT INSET  
N.T.S.

BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CONTROL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ.) HARN, CENTRAL ZONE. COMBINED  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY  
FIELD NOTES  
PAGE 6 OF 6 PAGES



LEGEND

PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX.
DPRVCT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.
DRVCT	DEED RECORDS	WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY	APPRAISAL DISTRICT
P.O.B.	POINT OF BEGINNING	
P.O.C.	POINT OF COMMENCEMENT	
	CONTROL POINT	
	PROPERTY LINE	
	WIRE FENCE	
	PARCEL PROPERTY LINE	
	EASEMENT LINE	
	SURVEY LINE	
	TxDOT TYPE I MONUMENT	
	IRON PIPE FOUND	
	1/2" IRON ROD FOUND	
	5/8" IRON ROD 1/4" VICE CAP	
	5/8" IRON ROD 1/4" ALUMINUM	
	TxDOT CAP	

ACCT NO. CSJ NO. 0337-01-043  
DIST: AUSTIN COUNTY: WILLIAMSON  
HWT: S.H. 29

UNITECH CONSULTING ENGINEERS, INC.  
805 E. HARTMAN BLVD., SUITE 315  
AUSTIN, TEXAS 78702  
PHONE: (512) 779-0772 FAX: (512) 641-4279  
WWW.UNITECH.COM

APPROPRIATE: AC 21.7058  
TAXING: AC 0.395  
RELANDING: AC 21.5208

TEXAS DEPARTMENT OF TRANSPORTATION  
© 2016

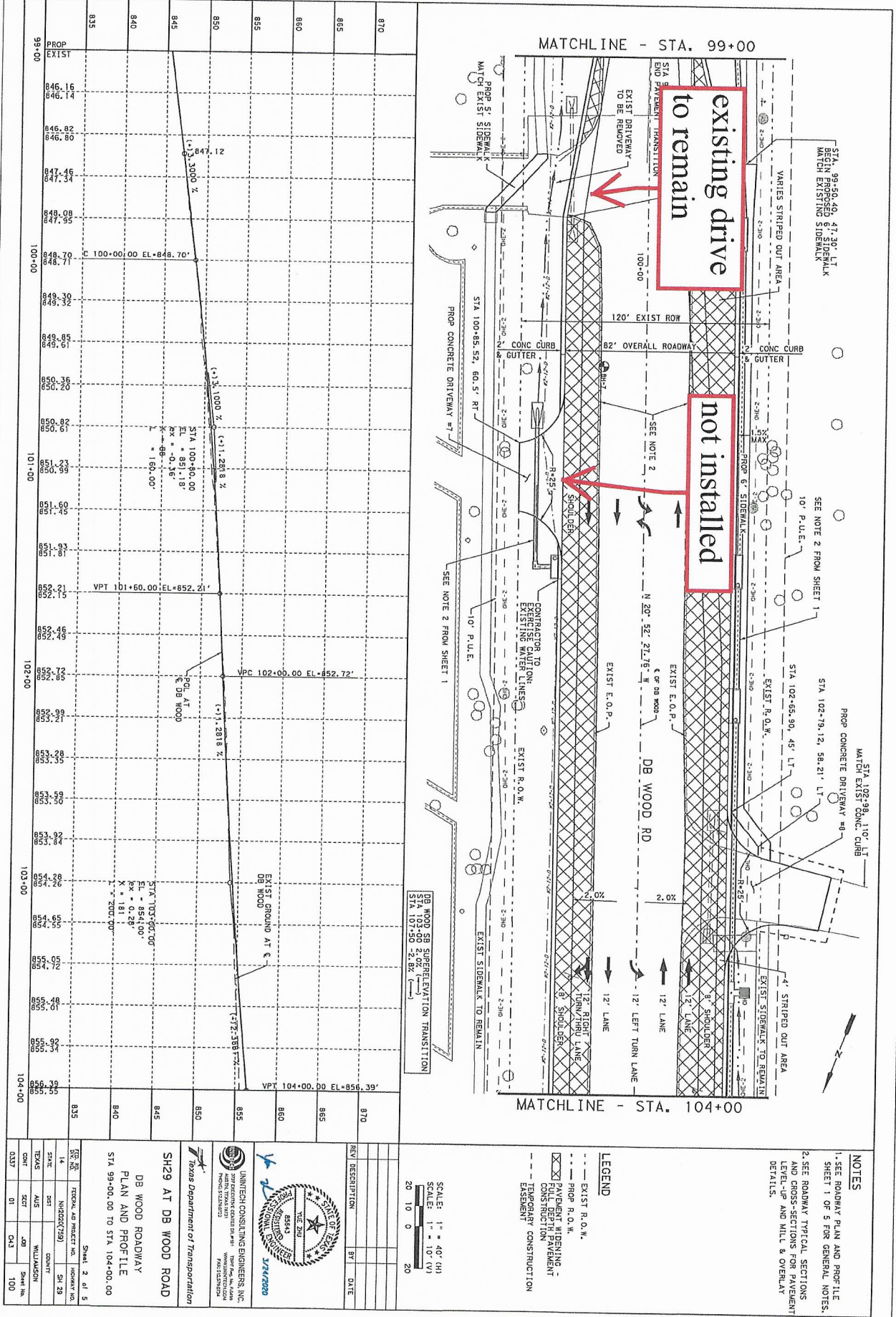
PARCEL 5

S.H. 29  
WILLIAMSON COUNTY  
TEXAS

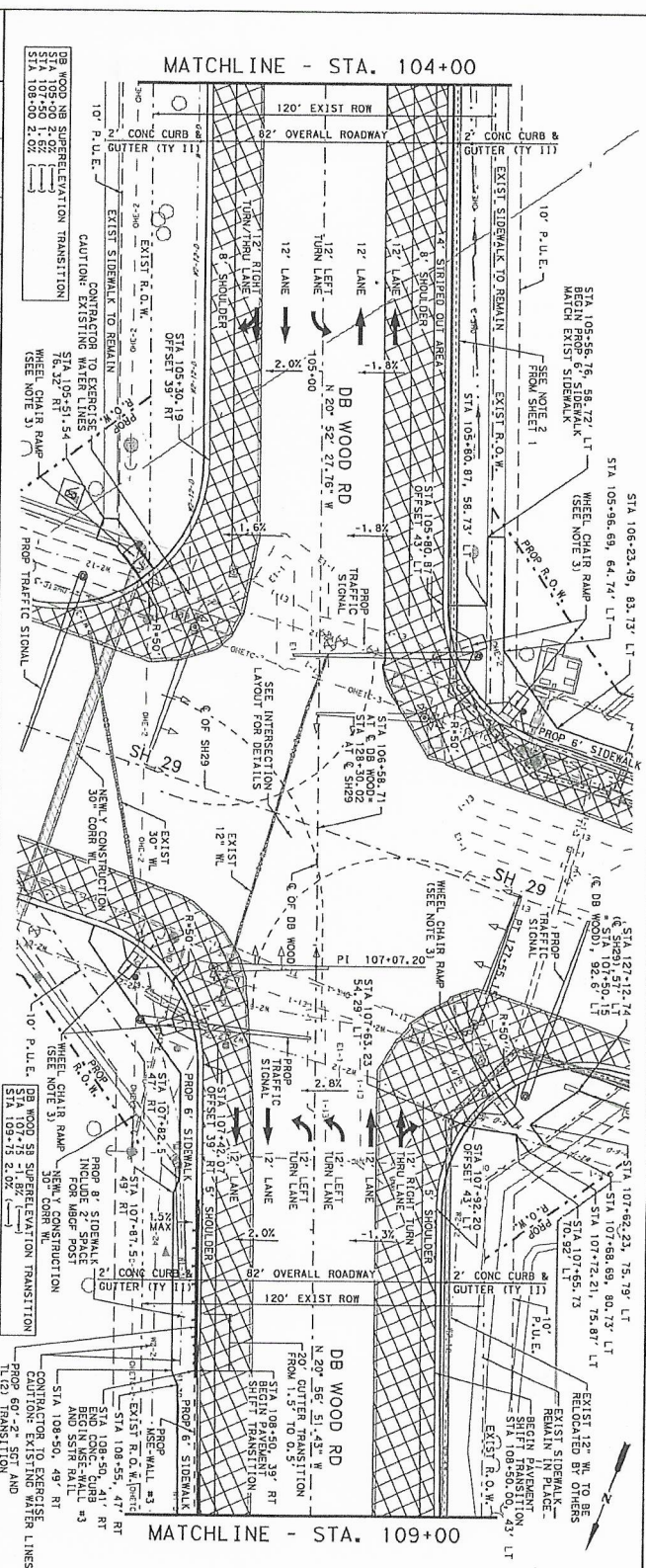
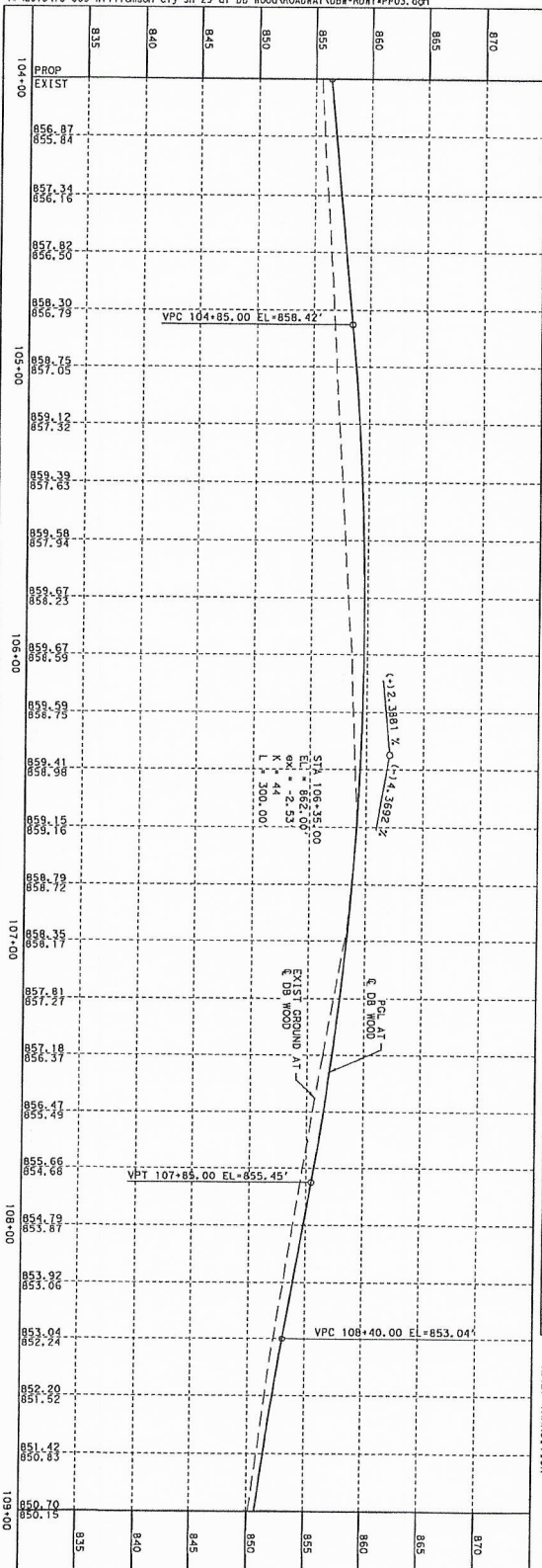


# EXHIBIT "B"


3/24/2020 3:58:56 PM  
 1:20:31:5-005 W11110nson C1Y SH 29 of DB WOODROADWAY\00W-R0Y+P02.dgn





[illegible][illegible]

**UNITECH CONSULTING ENGINEERS, INC.**  
  
 3737 EXECUTIVE CENTER DR., #101  
 AUSTIN, TEXAS 78731  
 PHONE: 512.579.8722  
 THOMAS R. RYAN, M.E., P.E.  
 WWW.UNITECHCUIZ.COM  
 FAX: 512.579.8724

 Texas Department of Transportation

SH29 AT DB WOOD ROAD  
DB WOOD ROADWAY  
PLAN AND PROFILE  
STA 104+00.00 TO STA 109+00.00


Sheet 3 of 5			
FIG. NO.	FIGURAL AND PROJECT NO.	HIGHWAY NO.	
DIV. NO.			
14	NH2020(755)	SH 29	
STATE	DIST	COUNTY	
TEXAS	AJIS	WILLIAMSON	
COUNT	SECT	JOB	Sheet No.

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 5 FOR GENERAL NOTES
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAYEMENT LEVEL-UP AND MILL & OVERLAY DETAILS.
3. SEE TxDOT PED-18A "SKEWED INTERSECTION WITH LARGE RADIUS STANDARD SHEET FOR CONSTRUCTION DETAILS.
4. CONTRACTOR TO EXERCISE CAUTION WITH OVERHEAD TELECOM DURING PHASE I/IIA CONSTRUCTION.

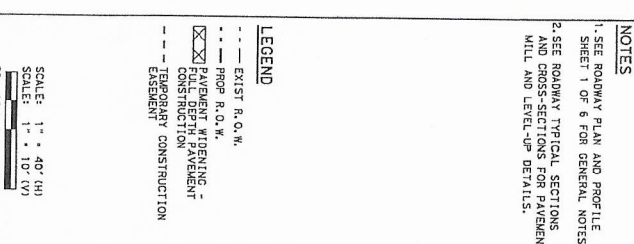
## LEGEND

- -- EXIST R.O.W.  
 -- -- PROP R.O.W.  
☒ ☒ PAVEMENT WIDENING -  
 FULL DEPTH PAVEMENT  
 CONSTRUCTION  
 -- -- TEMPORARY CONSTRUCTION  
 EASEMENT  
 PROPOSED MAILBOX

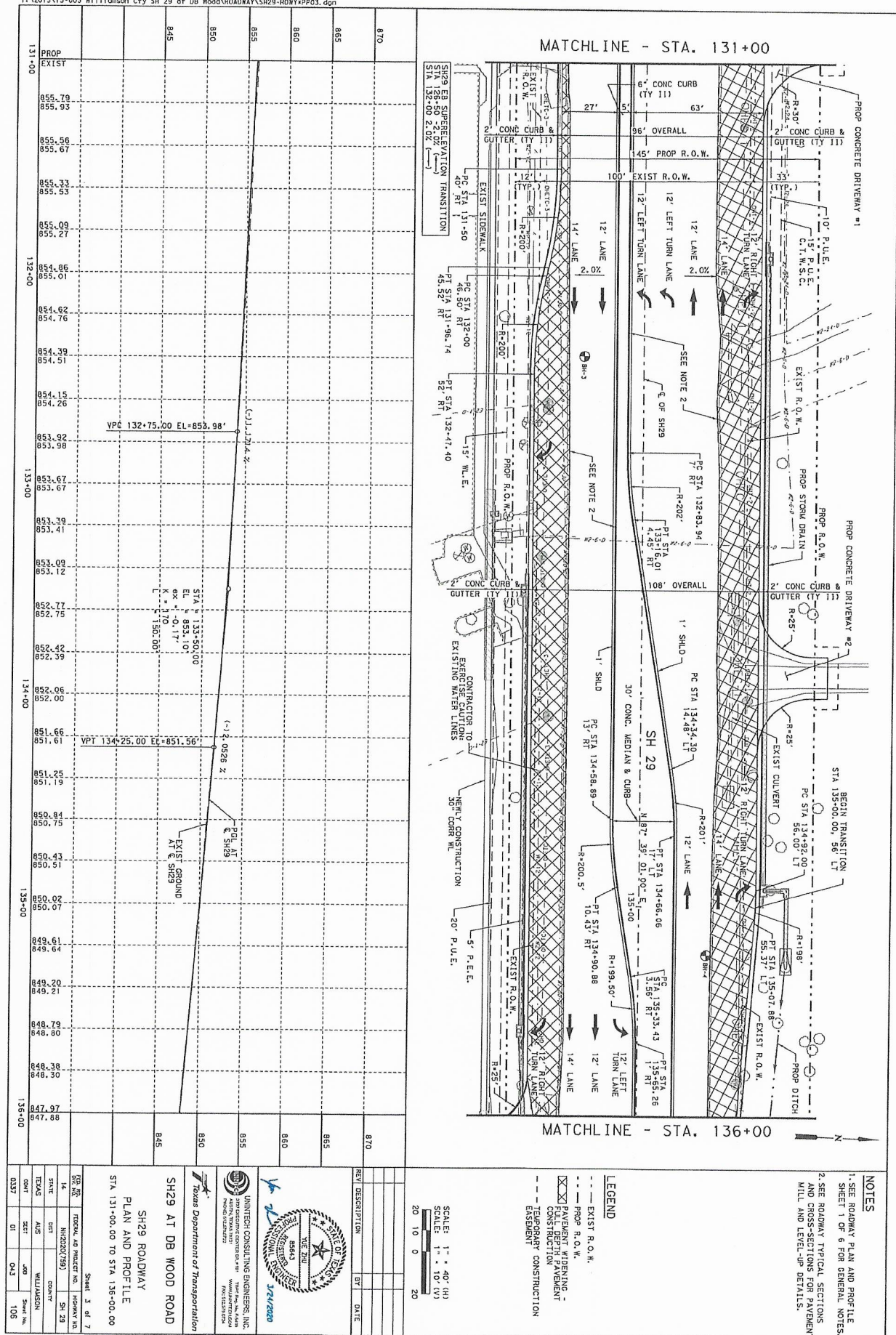
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SCALE: 1" = 10' (V)



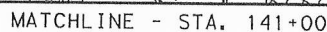


[illegible]










MATCHLINE - STA. 136+00

MATCHLINE - STA. 141+00

**LEGEND**

-- -- EXIST R.O.W.

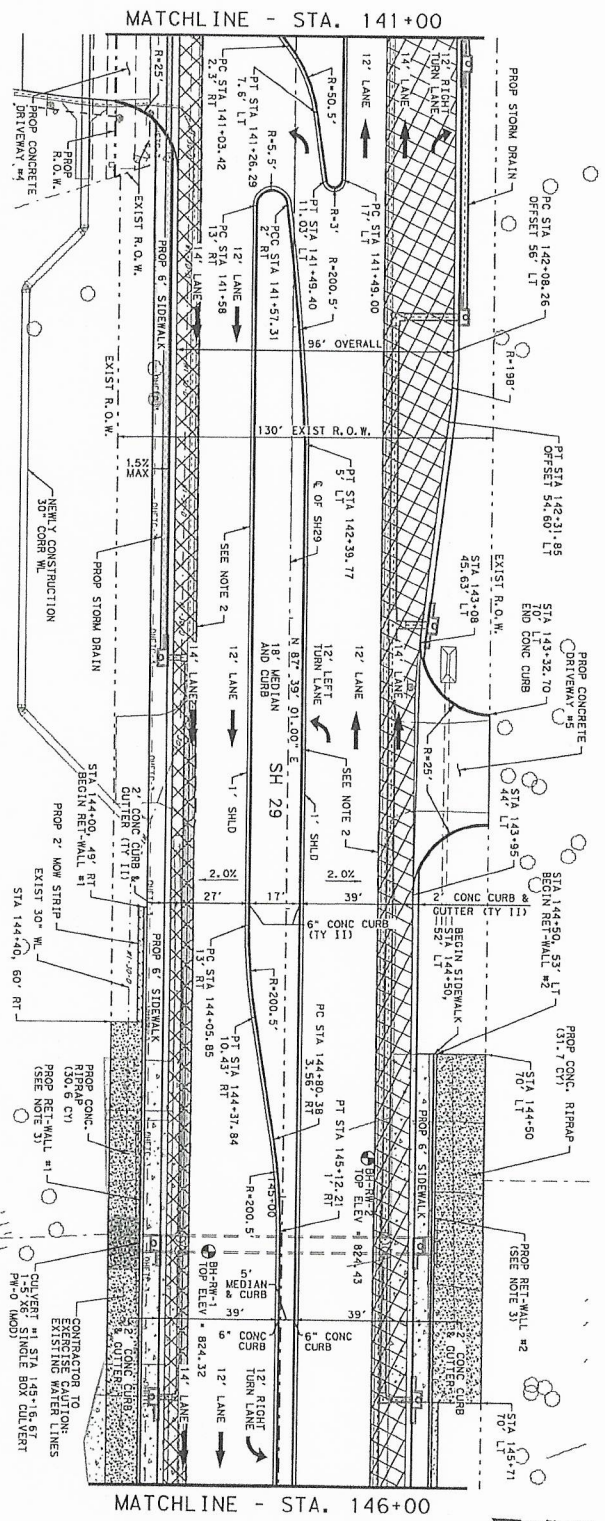
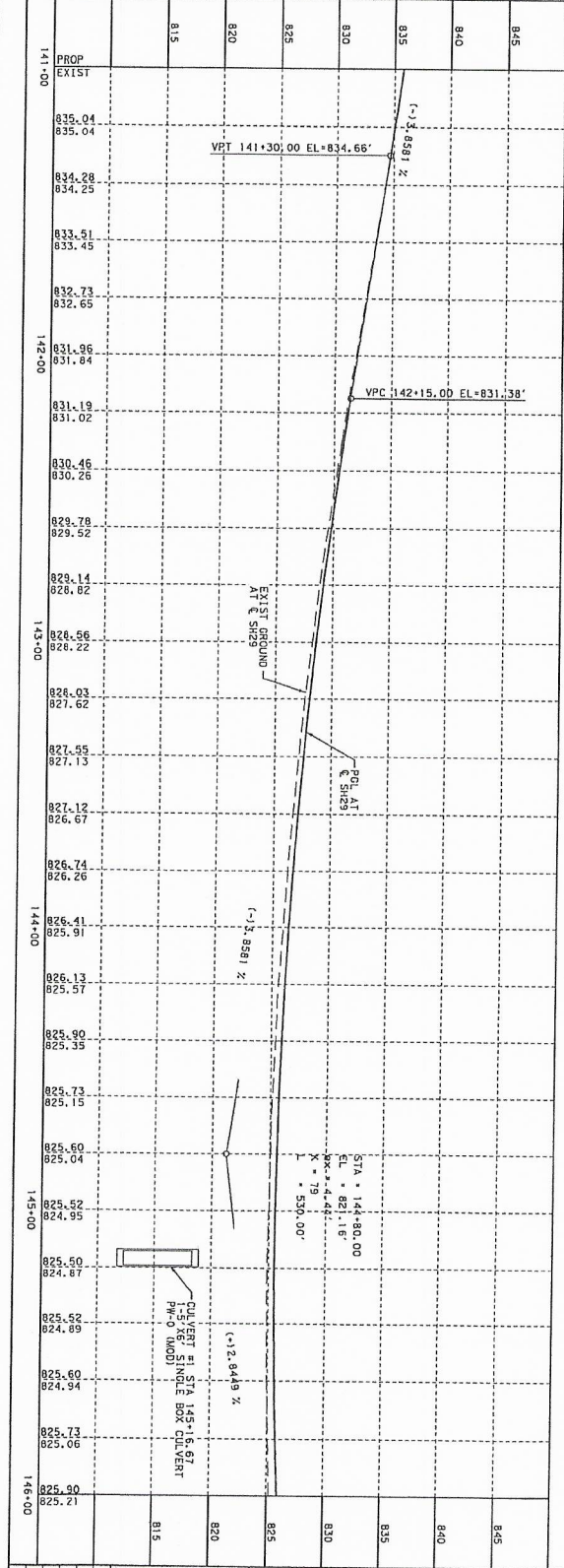
- - - PROP R.O.W.

 PAVEMENT WIDENING -  
FULL DEPTH PAVEMENT  
CONSTRUCTION

- - - TEMPORARY CONSTRUCTION  
EASEMENT

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.  
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.





REV	DESCRIPTION	BY	DATE
1	ISSUED FOR CONSTRUCTION	WILLIAMSON	3/24/2020
2	REVISED	WILLIAMSON	3/24/2020
3	REVISED	WILLIAMSON	3/24/2020
4	REVISED	WILLIAMSON	3/24/2020
5	REVISED	WILLIAMSON	3/24/2020
6	REVISED	WILLIAMSON	3/24/2020
7	REVISED	WILLIAMSON	3/24/2020
8	REVISED	WILLIAMSON	3/24/2020
9	REVISED	WILLIAMSON	3/24/2020
10	REVISED	WILLIAMSON	3/24/2020

**NOTES**

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.
3. SEE RET-WALL RFP SHEET FOR CONSTRUCTION DETAILS.

**LEGEND**

- EXIST R.O.W.
- PROP R.O.W.
- PAYMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- EXISTING CONSTRUCTION
- EXISTING CONSTRUCTION

**SCALE:** 1" = 40' (H)  
 1" = 10' (V)  
 SCALE: 1" = 10' (V)  
 20 10 0 20

**SH29 AT DB WOOD ROAD**

**PLAN AND PROFILE**

STA 141+00.00 TO STA 146+00.00

Sheet 5 of 7

DESIGNED BY: WILLIAMSON  
 CHECKED BY: WILLIAMSON  
 DATE: 3/24/2020

WILLIAMSON CONSULTING ENGINEERS, INC.  
 1000 WILSON BLVD  
 WILSON, TEXAS 75370  
 PHONE: (281) 292-1234  
 FAX: (281) 292-1234

# EXHIBIT "C"

Parcel 5

## DEED SH29/DB Wood Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **FIRST BAPTIST CHURCH OF GEORGETOWN**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel 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 0.385 acre (16,755 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, and the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

**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 Exhibit "A" 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 the State of 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 SH29/DB Wood.

**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 \_\_\_\_\_, 2021.

**GRANTOR:**

**FIRST BAPTIST CHURCH OF GEORGETOWN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



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 the State of 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 SH29/DB Wood.

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This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

FIRST BAPTIST CHURCH OF GEORGETOWN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 the State of 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 SH29/DB Wood.

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This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

FIRST BAPTIST CHURCH OF GEORGETOWN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**