

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcels 9 & 10

THIS REAL ESTATE CONTRACT ("Contract") is made by **STEVE DILLAWN, as Independent Executor of the Estate of Charles Dillawn, deceased, and EDWARD C. GRIFFITH, JR.** (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 3,864 square foot (0.0887 acre) tract of land out of the Samuel Pharass Survey, Abstract No. 496, 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 9**); and

Being a 35,722 square foot (0.821 acre) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 10**);

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 Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits "A-B", 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 EIGHTY THOUSAND THREE HUNDRED TWENTY-EIGHT and 00/100 Dollars (\$80,328.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Driveway Installation. As additional consideration for the purchase of the Property, and 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 one field specification and use driveway consisting of flex base and asphalt apron to be built between the edge of proposed roadway improvements and the remaining property of Seller. driveway shall have a fifteen (15) foot throat width with fifteen (15) foot radii, a fifty-four (54) foot length culvert at flowline, and shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "C" attached hereto and incorporated herein.

Any change in specification or use of this driveway at any time after the date of this conveyance must be specifically permitted in advance by Williamson County, the City of Taylor, and/or the Texas Department of Transportation as applicable. Seller acknowledges that such access on and off the facility is subject to regulation as may be determined by Purchaser or 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.

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. Use of Proposed Project Facility. By execution of this Agreement the parties confirm that upon completion of the roadway construction project Seller shall be allowed to use any of the roadway facilities constructed within the Property to be acquired herein for the purposes of vehicular and pedestrian travel, subject to any applicable public safety regulations or access management requirements for ingress and egress on and off of the proposed facility.

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 Longhorn Title Company on or before September 24, 2021, 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 Exhibits "A-B", 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 "D" 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:

Steve Dillawn, as Independent Executor
of the Estate of Charles Dillawn, deceased

Address: _____

Date: _____

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:

Steve Dillawn
Steve Dillawn, as Independent Executor
of the Estate of Charles Dillawn, deceased

Address: 7614 Rockpoint Drive
Austin, Texas 78731

Date: Sept. 10, 2021

SELLER:



Edward C. Griffith, Jr.

Date: Sept 10, 2021

Address: P.O. Box 1099

TAYLOR, TX

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT A

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

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April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF a 3,864 square foot (0.0887 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 2.499 acres to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T.; said 3,864 square foot (0.0887 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 2.499 acre tract, and the southwest corner of that tract described as 94.820 acres (Tract One) to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey, being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) in said Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 1) in said Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657, O.R.W.C.T.;

THENCE, N 69°47'47" E, along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of 4,854.73 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**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;

- 1) **THENCE**, N 69°47'47" E, continuing along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of **187.03 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract and the southeast corner of said 94.820 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

EXHIBIT A

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

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Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

- 2) **THENCE, S 21°43'51" E**, along the east line of said 2.499 acre tract, and the west margin of CR 366, a distance of **20.68 feet** to a point at the southeast corner of said 2.99 acre tract, being the northeast corner of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, O.P.R.W.C.T., from which a 1/2-inch iron rod with a blue cap found in the west margin of CR 366, being the southeast corner of said 0.39 of one acre tract, and the northeast corner of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., bears S 21°39'05" E, a distance of 29.99 feet;
- 3) **THENCE, S 69°48'25" W**, along the south line of said 2.499 acre tract, and the north line of said 0.39 of one acre tract, a distance of **187.13 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of that tract described as 2.00 acres, conveyed to Bobby Leon Starling by Warranty Deed with Vendors Lien dated December 16, 2015, as recorded in Document No. 2015111015 O.P.R.W.C.T., and being the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing an additional 200.51 feet for a total distance of 587.42 feet;
- 4) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said 2.499 acre tract, a distance of **20.64 feet** to the **POINT OF BEGINNING** and containing 3,864 square feet (0.0887 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.

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Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

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 14th day of April, 2021 A.D.

SURVEYED BY:

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



4/14/2021



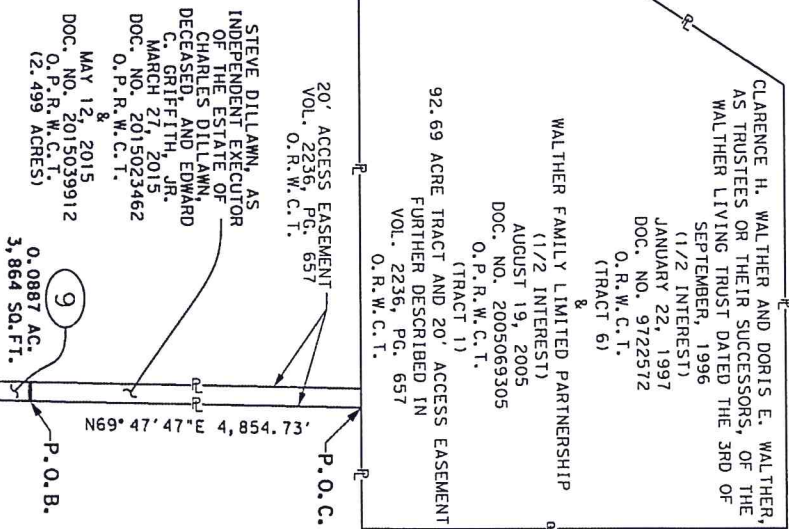
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 366 Williamson County/Parcel 9_R1

65

LEGEND

- FOUND TxDOT TYPE 1 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
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- 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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



1. 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.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN APRIL 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.



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

4/14/2021

DATE

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THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 20060455 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2020, ISSUED DATE JANUARY 4, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 - A. LONE STAR GAS COMPANY EASEMENT AS DESCRIBED IN VOL. 237, PG. 333, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT - UNABLE TO PLOT
 - B. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 287, PG. 58, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
 - C. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 293, PG. 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
 - D. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 343, PG. 325, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
 - E. THE RIGHT OF OTHERS TO USE A 20 FOOT RIGHT OF WAY STRIP CALLED 2.499 ACRES AS AGREED UPON IN PARTITION AGREEMENT RECORDED IN VOL. 297, PG. 407, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT, PLOTTED FROM VOL. 2236, PG. 657, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

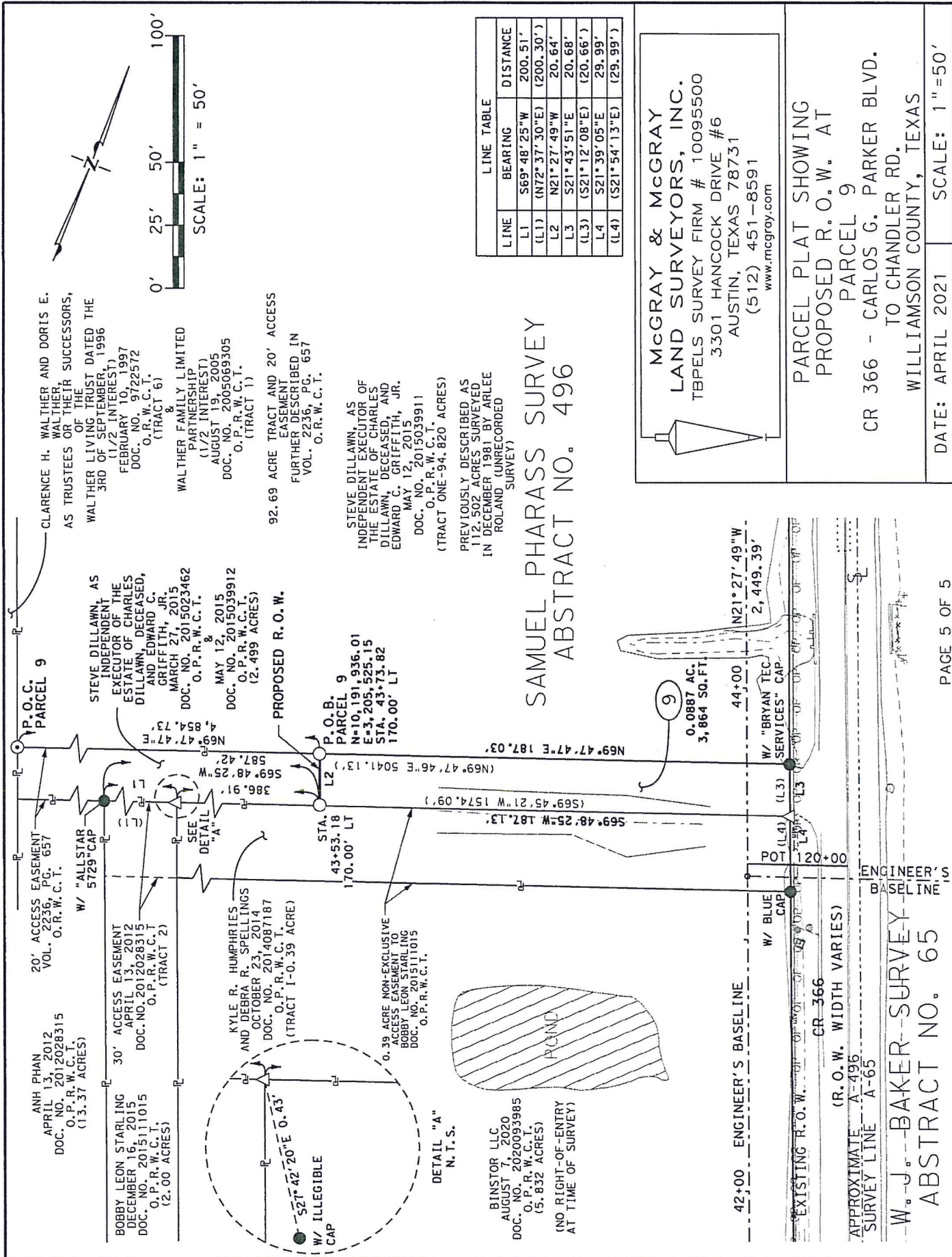
REVISIONS

1) 4/14/2021-UPDATE TO OWNERSHIP		
DEED	ACQUISITION	REMAINING LT
2.499 AC. (108,856 SQ. FT.)	0.0887 AC. (3,864 SQ. FT.)	2.410 AC. (104,992 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 9
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: N.T.S.



McGRAY & McGRAY
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TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 9
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: 1"=50'

EXHIBIT B

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

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April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF a 35,722 square foot (0.8201 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 94.820 acres (Tract One) to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey; said 35,722 square foot (0.8201 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 94.820 acre tract and the northwest corner of that tract described as 2.499 acres to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased and Edward C. Griffith, Jr., and being described by Quitclaim Deed dated March 27, 2015 as recorded in Document No. 2015023462, O.P.R.W.C.T., and also by Quitclaim Deed dated May 12, 2015 as recorded in Document No. 2015039912, O.P.R.W.C.T., and being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) by Special Warranty Deed dated February 10, 1997, as recorded in Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and to the Walther Family Limited Partnership (1/2 Interest-Tract 1) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657. O.R.W.C.T.;

THENCE, N 69°47'47" E, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of 4,854.73 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**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;




EXHIBIT "B"

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

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April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

THENCE, along the proposed west right-of-way line of CR 366, across said 94.820 acre tract, the following three (3) courses, numbered 1 through 3:

- 1) **N 21°27'49" W**, a distance of **69.64 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 170.00 feet left of CR 366 Engineer's Baseline Station 44+43.46,
- 2) **N 23°20'38" E**, a distance of **141.90 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of CR 366 Engineer's Baseline Station 45+44.14, and
- 3) **N 21°27'49" W**, a distance of **188.66 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of CR 366 Engineer's Baseline Station 47+32.80, being in the north line of said 94.820 acre tract and the south line of a remainder of a called 16 acres conveyed to Charles Michael Lannen by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at an angle point in a north line of said 94.820 acre tract, being the southwest corner of said remainder of 16 acre tract, bears **S 68°17'26" W**, along the north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, a distance of 2,161.45 feet;

THENCE, along a north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, the following three (3) courses, numbered 4 through 6:

- 4) **N 68°17'26" E**, a distance of **54.82 feet** to a 1/2-inch iron pipe found at an angle point,
- 5) **S 21°29'47" E**, a distance of **246.35 feet** to a 1/2-inch iron pipe found at an angle point, and
- 6) **N 69°38'31" E**, a distance of **32.32 feet** to a 1/2-inch iron pipe found (bent) at the northeast corner of said 94.820 acre tract and the southeast corner of said remainder of 16 acre tract, being in the west margin of County Road 366 (CR 366, varying width);



EXHIBIT "B"

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

Page 3 of 5
April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

- 7) **THENCE, S 21°19'07" E**, along the east line of said 94.820 acre tract, with the west margin of CR 366, a distance of **116.35 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the southeast corner of said 94.820 acre tract and the northeast corner of said 2.499 acre tract;
- 8) **THENCE, S 69°47'47" W**, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of **187.03 feet** to the **POINT OF BEGINNING** and containing 35,722 square feet (0.8201 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.

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

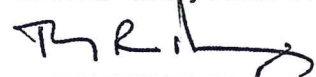
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 14th day of April, 2021 A.D.

SURVEYED BY:

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



4/14/2021

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

2021/Descriptions/CR 366 Williamson County/Parcel 10_R1



55

LEGEND

- 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
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- 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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

- 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 APRIL 2021.
 - 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.
 - RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

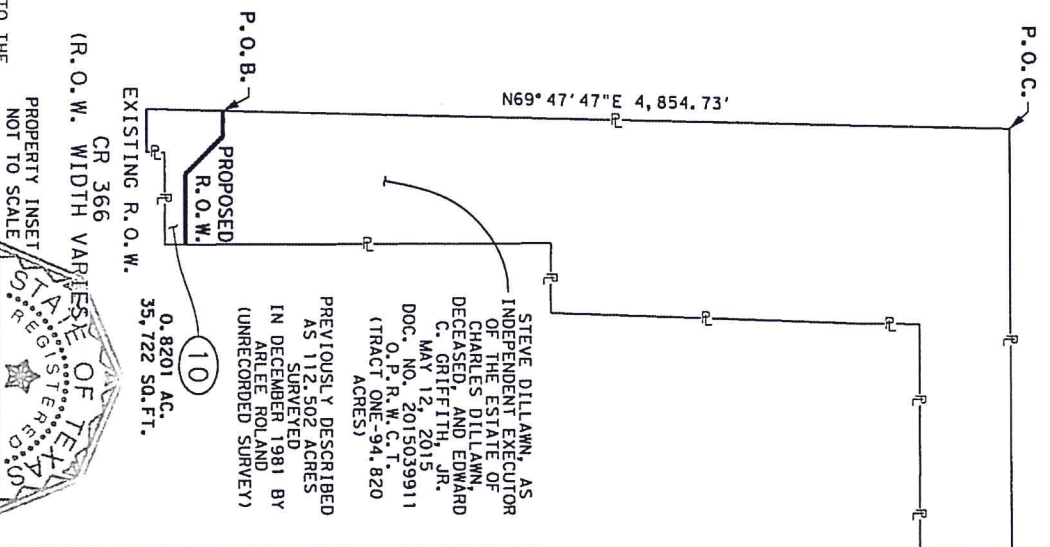
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TR

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

DATE

4/14/2021



- THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 20060456 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2020, ISSUED DATE JANUARY 2, 2021.
- THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 - THE STAR GAS COMPANY EASEMENT AS DESCRIBED IN VOL. 237, PG. 333, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT - UNABLE TO PLOT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 287, PG. 58, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 293, PG. 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 343, PG. 325, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
 - THE RIGHT OF OTHERS TO USE A 20 FOOT RIGHT OF WAY STRIP CALLED 2.499 ACRES AS AGREED UPON IN PARTITION AGREEMENT RECORDED IN VOL. 297, PG. 407, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT, PLOTTED FROM VOL. 2236, PG. 657, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

REVISIONS

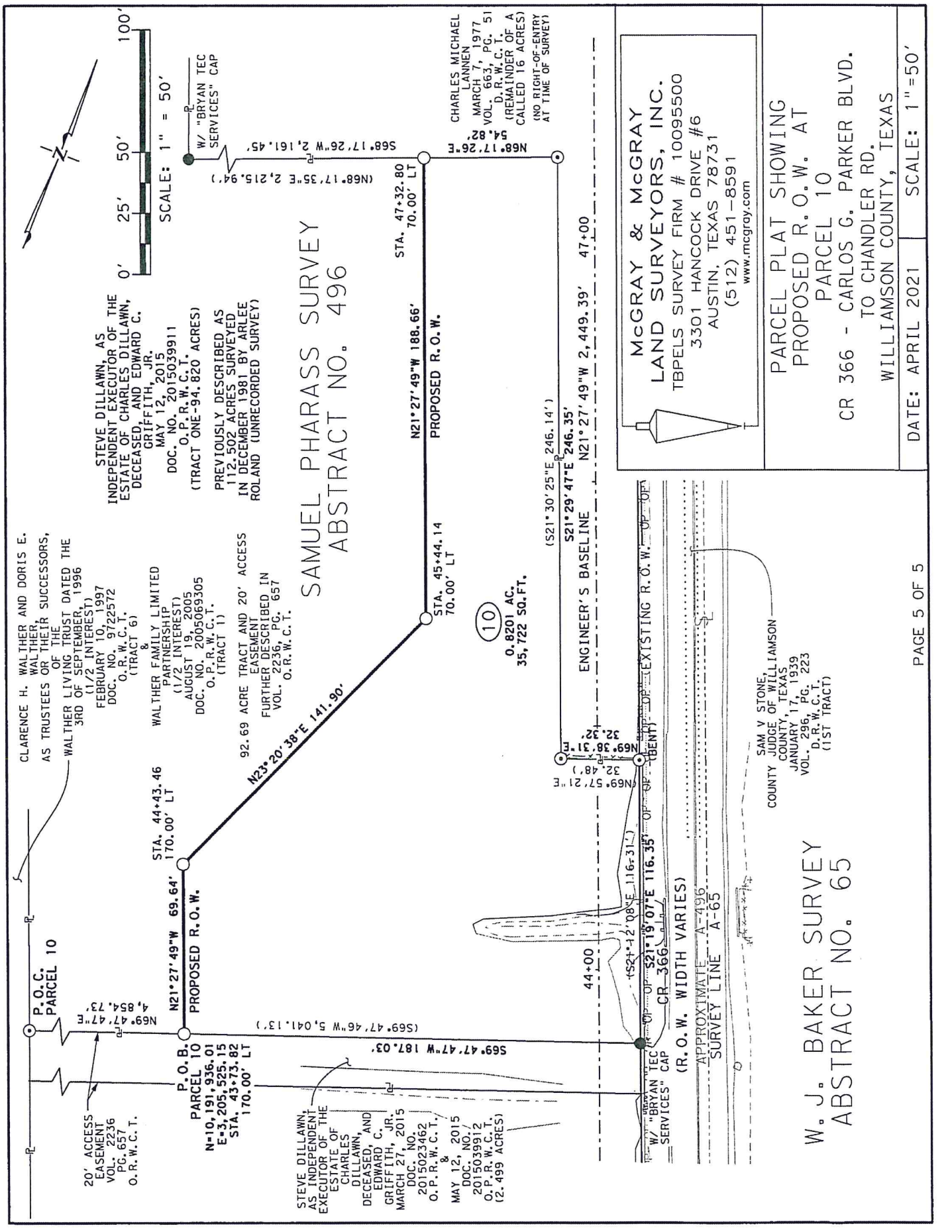
1) 4/14/2021-UPDATE TO OWNERSHIP

DEED	ACQUISITION	REMAINING LT
94.820 AC. (4,130,359 SQ. FT.)	0.8201 AC. (35,722 SQ. FT.)	94.000 AC. (4,094,637 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 10
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: N.T.S.



CLARENCE H. WALTHER AND DORIS E. AS TRUSTEES OR THEIR SUCCESSORS, OF THE WALTHER LIVING TRUST DATED THE 3RD OF SEPTEMBER, 1996 (1/2 INTEREST)
 FEBRUARY 10, 1997
 DOC. NO. 9722572
 O.R.W.C.T. (TRACT 6)

STEVE DILLAWN, AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED, AND EDWARD C. GRIFFITH, JR.
 MAY 12, 2015
 DOC. NO. 2015039911
 O.P.R.W.C.T. (TRACT ONE-94.820 ACRES)
 PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)

SAMUEL PHARRS SURVEY ABSTRACT NO. 496

STEVE DILLAWN, AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED, AND EDWARD C. GRIFFITH, JR.
 MARCH 27, 2015
 DOC. NO. 2015023462
 O.P.R.W.C.T. (TRACT 1)
 MAY 12, 2015
 DOC. NO. 2015039912
 O.P.R.W.C.T. (2.499 ACRES)

0.8201 AC.
 35,722 SQ.FT.

ENGINEER'S BASELINE
 N21°27'49"W 2,449.39' 47+00

W. J. BAKER SURVEY
 ABSTRACT NO. 65

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 10
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

EDWARD C. GRIFITH, JR.

MAY 12, 2015

DOC. NO. 2015039911

O.P.R.W.C.T.

(TRACT ONE-94.820 ACRES)

PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED
IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)

(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)

CHARLES MICHAEL LANNEN

MARCH 7, 1977
VOL. 663, PG. 51
D.R.W.C.T.

(REMAINDER OF A CALLED 16 ACRES)

EXHIBIT "C"

R=15'

BORE HOLE C-1

BORE HOLE C-2

PROP ROW

TXDOT
PROJECT LIMIT
(CSJ 0320-04-028)

WILLIAMSON COUNTY
PROJECT LIMIT
(P296)

DRIVEWAY #11A
STA 47+00.00
CONST 15.00'
FLEX BASE DRIVE
WITH ASPH APRON

CULVERT 11A
PROP. 18 INCH RCP
2 - SET (TY 2)
(18 INCH) (RCP)
(6:1) (P) ~ 54 LF

COUNTY JUDGE OF WILLIAMSON
COUNTY, TEXAS
JANUARY 17, 1929
VOL. 296, PG. 223
D.R.W.C.T.
(1ST TRACT)

EXIST ROW

CP#20

OCCUPIED NORTHEAST CORNER
OF LANNEN 15 ACRE TRACT
AS PER VOL. 1760, PG. 78
D.R.W.C.T.

PROP EOP

95+00

CR 366

67

70

12'

14'

12'

10'

12'

10'

N 21° 27' 49.01" W

2,449.23'

50+00

EXHIBIT "D"

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.: 10

Grantor(s), whether one or more:

Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and
Edward C. Griffith, Jr.

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
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

N14

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 Exhibits A & B (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:

Steve Dillawn, as Independent Executor of the
Estate of Charles Dillawn, deceased

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas



GRANTOR:

Edward C. Griffith, Jr.

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

35