

**REAL ESTATE CONTRACT**

CR 401

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAYLOR TEXAS HOLDINGS, 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(s) of land described as follows:

All of that certain 0.101 tract of land out of the H.G. Johnson Survey, Abstract No. 6, Abstract No. 348 Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 13**);

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 or cost to cure the remaining property of Seller shall be the sum of SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-TWO and 00/100 Dollars (\$17,672.00).

Payment of Purchase Price

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

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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 29, 2022, 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 in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" 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 the Deed 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 as incurred.

#### **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.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 401 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

**TAYLOR TEXAS HOLDINGS, INC.**

By: David Cersonsky  
David Cersonsky (Aug 30, 2022 16:09 CDT)  
Name: David Cersonsky  
Title: President/Owner  
Date: Aug 30, 2022

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

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

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

## EXHIBIT "A"

County: Williamson  
Parcel No.: 13  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 1 of 5  
March 25, 2022

### PROPERTY DESCRIPTION FOR PARCEL 13

DESCRIPTION OF A 0.101 ACRE (4,418 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 69.28 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED JULY 10, 2008 IN DOCUMENT NO. 2008053881, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.101 ACRE (4,418 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3-inch iron pipe found, for the northwest corner of said 69.28 acre tract, same being an interior ell corner of the remainder of a called 290.77 acre tract of land described as Tract number Two, Parcel A and a called 1.9 acre tract of land, Parcel B, in a deed to Prewitt Farms, LTD., a Texas Limited Partnership, recorded in Document No. 2007076169 O.P.R.W.C.TX.;

**THENCE** with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 68°03'42" E, departing the common line of said Prewitt Farms tract and said 69.28 acre tract, with the proposed north right-of-way line of said C.R. 401, over and across said 69.28 acre tract, a distance of 19.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 146.10 feet right of C.R. 401 E.C.S 206+18.42 on the east line of said 69.28 acre tract same being the west line of lot 1, Amended Plat of the Amanda's Commercial Subdivision, recorded in Document No. 2007095833, O.P.R.W.C.TX., described in a deed to Clark Charter and Travel, Inc., recorded in Document No. 2019006536 O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said Lot 1, same being the southwest corner of Lot 2 of said Amended Plat of the Amanda's Commercial Subdivision bears N 21°45'06" W, a distance of 134.68 feet;

2) **THENCE** S 21°45'06" E, continuing with the proposed east right-of-way line of C.R. 401, same being the common line of said 69.28 acre tract and said Lot 1, a distance of 223.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 148.42 feet right of C.R. 401 E.C.S 203+84.03 on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said Lot 1, same being the southeast corner of said 69.28 acre tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears S 24°43'39" E, a distance of 2.18 feet;



EXHIBIT "A"

County: Williamson  
Parcel No.: 13  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 2 of 5  
March 25, 2022

3) **THENCE** S 66°58'03" W, departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said U.S. 79, a distance of 20.00 feet to a calculated point for southeast corner of said Prewitt Farms tract, same being the southwest corner of said 69.28 acre tract and the parcel described herein;

4) **THENCE** N 21°38'26" W, departing the existing north right-of-way line of said U.S. 79, with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to the **POINT OF BEGINNING**, and containing 0.101 acres (4,418 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NAVD88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012352. All coordinates shown are in surface and may be converted to grid by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, 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, on the date shown below.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300



*Scott C. Brashear*       03/24/2022  
\_\_\_\_\_  
Scott C. Brashear       Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

W. KINCAID  
SURVEY NO. 5  
ABSTRACT NO. 373

STATE OF TEXAS  
VOL. 372, PG. 368  
D. R. W. C. TX.

PREWITT FARMS, LTD., A  
TEXAS LIMITED PARTNERSHIP  
RECORDED AUGUST 28, 2007  
TRACT NUMBER TWO  
PARCEL A  
REMAINDER OF A CALLED 290.77 AC.  
PARCEL B  
PORTION OF A CALLED 1.9 AC.  
DOC. NO. 2007076169  
O. P. R. W. C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stg 206+49.97  
N = 10,181,794.79  
E = 3,204,099.07  
Δ = 11°40'43" (RT)  
D = 04°46'29"  
L = 244.60'  
T = 122.72'  
R = 1,200.00'  
PC Stg 205+27.24  
PT Stg 207+71.84

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stg 209+38.21  
N = 10,182,079.26  
E = 3,204,047.58  
Δ = 11°50'11" (LT)  
D = 04°46'29"  
L = 247.90'  
T = 124.39'  
R = 1,200.00'  
PC Stg 208+13.82  
PT Stg 210+61.72

CR 401  
ENGINEER'S CENTERLINE

EXISTING ROW

EXISTING ROW

U. S. 79  
(200' WIDE R.O.W.)  
CSJ: 204-03-12  
DECEMBER 1951

SEE  
DETAIL "A"  
VOL. 372, PG. 169  
STATE OF TEXAS  
D. R. W. C. TX.

13  
(0.101 AC.)

APPROXIMATE LOCATION  
OF SURVEY LINE

N21°38'26"W 223.60'  
(S19°09'00"E 793.81')  
S21°45'06"E 223.22'  
203°84'03  
148.42' RT  
PC 205+27.24  
N21°56'18"W  
259.78'

P.O.B.  
N10°18'19.93.57  
E=3,204,235.23  
206°16'16  
126.60' RT  
S21°38'26"E 1,947.47'  
(N19°01'20"W 2,170.67')  
PT 207+71.84  
N10°15'35"W  
41.98'

(S71°11'13"W 13.00')  
N68°34'07"E  
13.00'  
S22°16'06"E  
483.09'  
(N19°39'00"W  
483.00')  
P.O.C.  
3'

TAYLOR TEXAS HOLDINGS, INC.  
RECORDED JULY 10, 2008  
CALLED 69.28 AC.  
DOC. NO. 2008053881  
O. P. R. W. C. TX.

CLARK CHARTERS AND TRAVEL, INC.  
DOC. NO. 2019006536  
O. P. R. W. C. TX.

LOTS 1 & 2  
AMENDED PLAT OF THE  
AMANDA'S COMMERCIAL SUBDIVISION  
DOC. NO. 2007095833  
O. P. R. W. C. TX.

H.G. JOHNSON  
SURVEY NO. 6,348  
ABSTRACT NO. 348

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68°03'42"E	19.56'
L2	S66°58'03"W	20.00'
(L2)	(S69°35'00"W)	(20.00')

100 0 50 100



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

**SAM**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FOX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR TEXAS HOLDINGS, INC.  
PARCEL 13  
0.101 AC. (4,418 SQ. FT.)

# EXHIBIT "A"

## SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. G12200560, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 28, 2022, AND ISSUED DATE FEBRUARY 7, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED JULY 23, 1941, GRANTED BY ADOLF SCHOENROCK AND WIFE, MARTHA SCHOENROCK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 438, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

B. EASEMENT DATED AUGUST 26, 1946, GRANTED BY MRS. MARTHA SCHOENROCK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 355, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

C. LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, DATED MARCH 17, 1948, BY AND BETWEEN MARTHA SCHOENROCK, A WIDOW, AND HENRY SCHOENROCK AND WIFE, MARY SCHOENROCK, AS LESSOR AND RALPH ARNOLD, AS LESSEE, RECORDED ON MAY 12, 1948, IN VOLUME 348, PAGE 617, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATIONS AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

D. EASEMENT AGREEMENT DATED AUGUST 4, 2011, EXECUTED BY TAYLOR TEXAS HOLDINGS, INC. TO THE CITY OF TAYLOR, TEXAS, RECORDED UNDER DOCUMENT NO. 2011057118, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

E. THIS POLICY DOES NOT INSURE TITLE TO ANY MOBILE HOME WHICH MAY BE LOCATED ON SUBJECT PROPERTY.

F. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

H. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)

I. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

EXISTING	69.280 AC.	ACQUIRE	0.101 AC.	REMAINING	69.179 AC.	RIGHT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR TEXAS HOLDINGS, INC.  
PARCEL 13  
0.101 AC. (4,418 SQ. FT.)

# LEGEND

# EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◼ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◐ 1/2" IRON PIPE FOUND UNLESS NOTED
- ◑ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. G12200560, EFFECTIVE DATE FEBRUARY 28, 2022, AND ISSUED DATE FEBRUARY 7, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB, SCHEMATIC RECEIVED BY SAM, LLC, IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

\* AREA CALCULATED BY SAM, LLC.

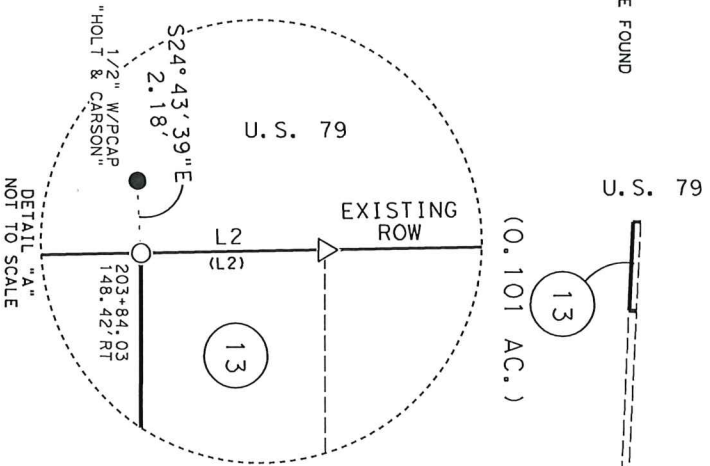
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Scott C. Brashear*

03/24/2022

DATE

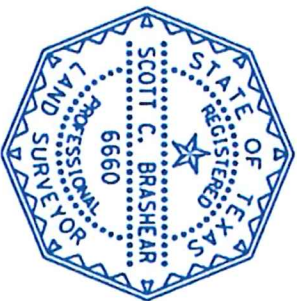
SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS



DETAIL "A"  
NOT TO SCALE

PARENT TRACT  
NOT TO SCALE

TAYLOR TEXAS HOLDINGS, INC.  
RECORDED JULY 10, 2008  
CALLED 69.28 AC.  
DOC. NO. 2008053881  
O.P.R.W.C.TX.



FILE: \\saminc\us\PROJECTS\1020058261B\100\Survey\03Exhibit\3\PLAT\00P-13.dgn

PAGE 5 OF 5  
REF. FIELD NOTE NO. 49115

**SAM**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR TEXAS HOLDINGS, INC.  
PARCEL 13  
0.101 AC. (4,418 SQ. FT.)

EXISTING 69.280 AC. ACQUIRE 0.101 AC. REMAINING 69.179 AC. RIGHT

Exhibit "A"

Parcel 13

**DEED**  
County Road 401/404 Right of Way

THE STATE OF TEXAS  
  
COUNTY OF WILLIAMSON

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**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 **TAYLOR TEXAS HOLDINGS, INC.** not joined by my spouse as the Property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, 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 (the "Property"):

All of that certain 0.101-acre (4,418 sq. ft.) tract of land out of the H.G. Johnson. SURVEY NO. 6, ABSTRACT NO. 348 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached.  
**(Parcel 13)**

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 its successors or assigns, 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 CR 401/CR 404.

**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 \_\_\_\_\_, 2022.

*[signature pages follow]*

**GRANTOR:**

**TAYLOR TEXAS HOLDINGS, INC.**

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

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

Title: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**