

REAL ESTATE CONTRACT

Corridor A-2 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAYLOR FM973 LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) 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 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and

All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto;

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller resulting from this purchase, shall be the sum of NINE MILLION and 00/100 Dollars (\$9,000,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.03. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way or Texas Department of Transportation utility permitting requirements in place at the time of application. Private utility providers or service lines shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.04. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the remaining property of Seller ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County and or Texas Department of Transportation ("TxDoT") access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow a driveway to FM 973 and proposed Samsung Highway/Corridor A-2 from *Seller's Other Property*. Any driveway permit sought by Seller for access to Seller's Other Property from Samsung Highway/Corridor A-2 shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane, and any driveway permit sought by Seller for access to Seller's Other Property from FM 973 shall require application, review and approval from TxDoT per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane.

The provisions and any agreement terms contained in Sections 2.03-2.04 shall survive Closing of this transaction and are not merged herein.

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

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property 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 Rise Title Company on or before February 28, 2024, 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 in fee simple to the right of way Property described in Exhibits "A-1 and A-2", conveying such interest in and to the portion of the Property 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 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 permanent interests being conveyed in 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".

(4) 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee 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 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 the Williamson County commissioners' court, 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 after February 28, 2024 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 roadway improvement construction project of Purchaser upon the Property, 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.

8.13 Purchaser agrees to the location of the wastewater treatment plant ("WWTP") and outfall discharge location as previously approved in TPDES Permit No. WQ0016226001 and any revision thereof ("TPDES Permit"). If Seller, its successors or assigns desire to construct any wastewater discharge pipeline across the County Property prior to Purchaser's construction of roadway improvements, Purchaser shall (1) allow such crossing through a utility permit upon application by Seller and review and approval by Purchaser according to its standard requirements and procedures; and/or (2) accommodate the outfall by designing and constructing the improvements so to avoid impairing the approved outfall and its discharge and flow capacity, and Purchaser shall repair any damage to the outfall or make any necessary improvements to the outfall including, without limitation, placing the outfall in a sleeve or other adjustment as necessary. If Purchaser constructs the roadway improvements prior to Seller's construction of the WWTP and outfall, Purchaser shall provide a location for the outfall in its design plans in a location reasonably accommodating the requirements of the TPDES Permit and provide a channel or other enclosed

means for conveying WWTP discharge under the roadway complying with TCEQ requirements and Williamson County Roadway Design Manual and/or Utility Permit criteria. Seller, its successors or assigns shall provide applicable discharge facility engineering design information or specifications to Purchaser upon request in order to allow it to carry out the obligations of this paragraph. This section survives Closing.

[signature page follows]

SELLER:

**FM973 TRC 1LLC,
a Texas limited liability company**

By: 

Address: 3040 POST OAK BLVD

Name: HARIMARAJAN
HARIKUMAR RAJAI STE. 1212, Houston TX
77056

Title: MANAGER

Date: 02/21/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____



EXHIBIT "A-1"

23.864 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 23.864 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 23.864 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF SAID 45.931 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET ON SAID EAST R.O.W. LINE, BEING AN ANGLE POINT IN THE WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEARS SOUTH 07°23'04" WEST, A DISTANCE OF 30.00 FEET;

THENCE, NORTH 07°23'04" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE WEST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 438.85 FEET, A TxDOT BRASS DISK FOUND, PASSING AT A DISTANCE OF 851.01 FEET, A 1/2-INCH IRON ROD FOUND, PASSING AT A DISTANCE OF 914.6 FEET, A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND, PASSING AT A DISTANCE OF 940.36 FEET, A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED 5123353394 FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 1227.63 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH $82^{\circ}44'12''$ EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 80.00 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF A CALLED 70.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO PATRICIA A. DAFFIN IN DOCUMENT NO. 2008045907, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH $82^{\circ}29'53''$ EAST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1549.46 FEET TO A 1/2-INCH IRON ROD FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, FOR THE NORTHEAST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH $07^{\circ}45'27''$ WEST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE EAST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 346.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;

THENCE, LEAVING THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, OVER AND ACROSS SAID 45.931 ACRE TRACT, FOR THE SOUTHEAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH $82^{\circ}58'33''$ WEST, A DISTANCE OF 222.83 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 2) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF $72^{\circ}18'21''$, AN ARC LENGTH OF 1577.47 FEET AND A CHORD WHICH BEARS SOUTH $60^{\circ}52'16''$ WEST, A DISTANCE OF 1474.85 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT, FOR THE END OF SAID CURVE AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 82°24'59" WEST, ALONG THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 219.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 23.864 ACRES (1,039,527 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Mark A. Mercado

12/12/2023

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date



4.951 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 4.951 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 – 4.102 ACRES

COMMENCING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF A CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

THENCE, SOUTH 07°23'04" WEST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET (GRID COORDINATES N= 10164992.08 US FEET, E= 3204937.90 US FEET) FOR THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 80.550 ACRE TRACT;

THENCE, SOUTH 82°24'59" EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, BEING THE NORTH LINE OF SAID 80.550 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 210.06 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF SAID 80.550 ACRE TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT BEARS, SOUTH 82°24'59" EAST, A DISTANCE OF 1234.16 FEET;

THENCE, LEAVING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF $15^{\circ}31'36''$, AN ARC LENGTH OF 338.74 FEET AND A CHORD WHICH BEARS SOUTH $15^{\circ}31'17''$ WEST, A DISTANCE OF 337.71 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE END OF SAID NON-TANGENT CURVE;
- 2) SOUTH $07^{\circ}45'29''$ WEST, A DISTANCE OF 467.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
- 3) ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF $04^{\circ}47'43''$, AN ARC LENGTH OF 266.98 FEET AND A CHORD WHICH BEARS SOUTH $10^{\circ}09'20''$ WEST, A DISTANCE OF 266.90 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF THAT CERTAIN 6.601 ACRE TRACT OF LAND TO TIMOTHY S. CARNES AND ROXANNE B. CARNES, AND DESCRIBED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND END OF SAID NON-TANGENT CURVE;

THENCE, NORTH $83^{\circ}17'06''$ WEST, ALONG THE NORTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 167.22 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2966.32 FEET, A CENTRAL ANGLE OF $06^{\circ}50'52''$, AN ARC LENGTH OF 354.52 FEET AND A CHORD WHICH BEARS NORTH $10^{\circ}46'02''$ EAST, A DISTANCE OF 354.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE END OF SAID NON-TANGENT CURVE

- 2) NORTH 07°23'04" EAST, A DISTANCE OF 717.31 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4.102 ACRES (178,690 SQ. FT.) OF LAND MORE OR LESS.

PART 2 – 0.849 ACRES

BEGINNING, AT A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND (GRID COORDINATES N= 10163318.94 US FEET, E= 3204593.67 US FEET) IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE SOUTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE SOUTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 86°09'35" EAST, A DISTANCE OF 57.57 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;
- 2) NORTH 76°56'41" EAST, A DISTANCE OF 115.38 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, LEAVING THE SOUTH LINE OF SAID 6.601 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF 08°48'08", AN ARC LENGTH OF 490.07 FEET AND A CHORD WHICH BEARS SOUTH 27°37'07" WEST, A DISTANCE OF 489.59 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST LINE OF A POSSIBLE OLD COUNTY ROAD AS INDICATED IN DOCUMENT 2012076138, OFFICIAL PUBLIC RECORDS, WILLAIMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 07°17'25" EAST, ALONG THE EAST LINE OF THE SAID POSSIBLE OLD COUNTY ROAD, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 368.30 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND IN THE EAST R.O.W. LINE OF F.M. 973, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR AN ANGLE POINT;

THENCE, NORTH 15°05'09" EAST, CONTINUING ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 39.94 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.849 ACRES (36,982 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

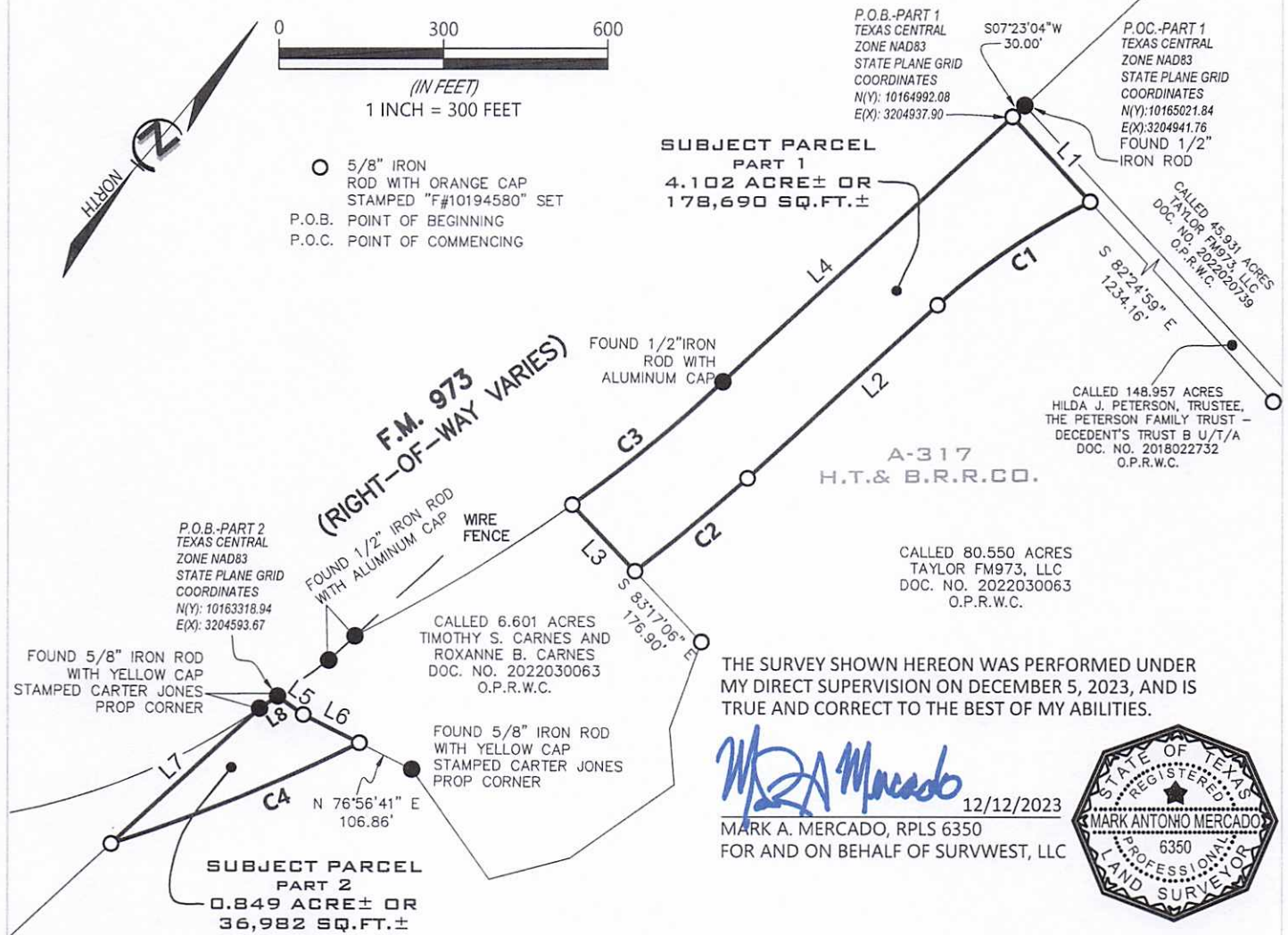
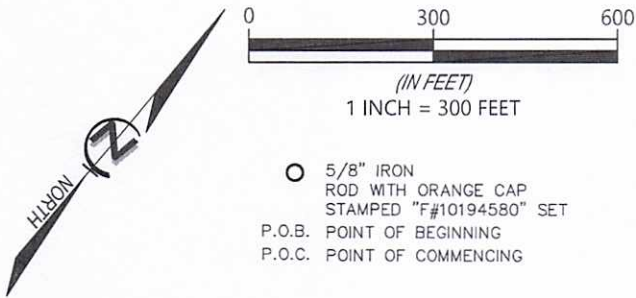
Mark A. Mercado

12/12/2023

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date





THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

Mark A. Mercado
12/12/2023

MARK A. MERCADO, RPLS 6350
FOR AND ON BEHALF OF SURVSWEST, LLC



- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVSWEST.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 82°24'59" E	210.06'
L2	S 07°45'29" W	467.44'
L3	N 83°17'06" W	167.22'
L4	N 07°23'04" E	717.31'
L5	N 86°09'35" E	57.57'
L6	N 76°56'41" E	115.38'
L7	N 07°17'25" E	368.30'
L8	N 15°05'09" E	39.94'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	338.74	1250.00	15°31'36"	S15° 31' 17"W	337.71
C2	266.98	3190.00	4°47'43"	S10° 09' 20"W	266.90
C3	354.52	2966.32	6°50'52"	N10° 46' 02"E	354.31
C4	490.07	3190.00	8°48'08"	S27° 37' 07"W	489.59

SURVSWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	MERCADO SIG
REVISION:	REV DESC:
720.259.9316 www.survwest.com	800 Paloma Dr, Suite 240 Round Rock, TX 78665 TX Firm No. 10194580

PLAT SHOWING 4.951 ACRE TRACT OUT OF THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS				
TITLE: PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT				
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
DP	MM	12/12/2023	1"=300'	5 OF 5

EXHIBIT "B"

DEED

Corridor A-2 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 **TAYLOR FM973 LLC**, a Texas limited liability company, 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 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and

All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto.

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 Exhibits "A & B" 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 the Williamson County, 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 the proposed roadway facility project and related appurtenances.

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 by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

TAYLOR FM973 LLC, a Texas limited liability company

By: [Signature]

Name: DHARMARAJAH HARIKOMAR RAJAH

Title: MANAGER

ACKNOWLEDGMENT

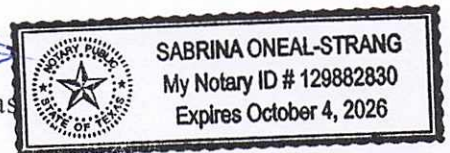
STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 21st day of February, 2024 by Dharmarajah Rajah in the capacity and for the purposes and consideration recited therein.

[Signature]
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
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: