

REAL ESTATE CONTRACT
East Wilco Highway (Segment 3) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RCR TAYLOR LAND, L.P., a Texas limited partnership** (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 12.327 acre (536,950 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, and the J.J. Stubblefield Survey, Abstract No. 562, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 78**); and

All of those certain 0.084 acre (3,675 Sq. Ft.) and 0.175 acre (7,632 Sq. Ft.) tracts of land in the J.J. Stubblefield Survey, Abstract No. 562, and the James C. Eaves Survey, Abstract No. 213, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 84P1-2**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$1,500,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available 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;

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2025, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas 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 Possession and Use Agreement closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions found on Schedule B of the title commitment for the Property are deemed approved.

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

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property, if any, 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 party 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.

Purchase Under the Threat of Condemnation

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property is being conveyed in lieu of condemnation.

[signature page follows]

SELLER:

RCR TAYLOR LAND, L.P.,
a Texas limited partnership

By:  _____

Name: Indira Mathister

Title: Manager

Date: 5/30/25

Address: 250 Highway 290 N
Wempstead, TX 77445

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

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

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 78

DESCRIPTION OF A 12.327 ACRE (536,950 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 AND THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A 0.851 ACRE, 37,081 SQUARE FOOT PORTION OF THE SOUTHERLY WEST REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 4.272 ACRE, 186,111 SQUARE FOOT PORTION OF THE WESTERLY REMAINDER OF THAT CALLED 183.94 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058735 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 4.247 ACRE, 184,999 SQUARE FOOT PORTION OF THE WESTERLY REMAINDER OF THAT CALLED 183.84 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058736 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 2.956 ACRE, 128,757 SQUARE FOOT PORTION OF THE REMAINDER OF THAT CALLED 194.559 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058746 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 12.327 ACRE (536,950 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,457.11, E=3,193,649.92 TxSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the northerly boundary line of said remainder of the 193.41 acre tract, same being the westerly boundary line of that called 67.16 acre tract of land described in Special Warranty Deed to RCR Taylor Rail, L.P. recorded in Document No. 2019088597 of the Official Public Records of Williamson County, Texas, and being the westerly boundary line of Lot 1, Block 1, RCR-Taylor Logistics Park Minor Plat, Phase 1, a subdivision of record in Document No. 2020121869 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 67.16 acre tract, with said proposed easterly ROW line, through the interior of said remainder of the 193.41 acre tract, the following two (2) courses:

- 1) **S 06°37'27" E**, for a distance of **44.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;
- 2) **S 05°38'28" W**, for a distance of **312.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set being in the southerly boundary line of said remainder of the 193.41 acre tract, same being the northerly boundary line of said remainder of the 183.94 acre tract, and from which an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 193.41 acre tract, and being the northeasterly corner of said remainder of the 183.94 acre tract bears **S 82°56'30" E**, at a distance of **4,630.39** feet;
- 3) **THENCE**, continuing with said proposed easterly ROW line, **S 07°39'21" W**, at a distance of **1,006.86** feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL" set, being the beginning of an Access Denial Line (ADL), at a distance of **1,599.86** feet, pass another iron rod with aluminum cap stamped "ROW 4933 ADL" set at the end of said ADL, at a distance of **1,689.66** feet, pass an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 183.94 acre tract, same being the northerly boundary line of the remainder of said 183.84 acre tract, and from which an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 183.94 acre tract, same being the northeasterly corner of said remainder of the 183.84 acre tract bears **S 82°56'27" E**, at a distance of **4,633.92** feet, at a distance of **2,676.41** feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL" set, being the beginning of another Access Denial Line (ADL), at a distance of **3,406.22** feet pass an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 183.84 acre tract, same being the northerly boundary line of said remainder of the 194.559 acre tract,

and from which an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 183.84 acre tract, same being the northeasterly corner of said remainder of the 194.559 acre tract bears S 82°56'28" E, at a distance of 4,407.07 feet, at a distance of 3,734.36 feet, pass another iron rod with aluminum cap stamped "ROW 4933 ADL" set at the end of said ADL, and continuing for a total distance of **4,648.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the most northerly southerly boundary line of said remainder of the 194.559 acre tract, same being the northerly boundary line of that called 58.001 acre tract of land described in Warranty Deed to Raymond E. Naviar and wife, Diane E. Naviar recorded in Volume 713, Page 723 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

- 4) **THENCE**, departing said proposed easterly ROW line, with the common line of said remainder of the 194.559 acre tract and said 58.001 acre tract N 82°27'25" W, for a distance of **102.49** feet to a calculated point in the existing easterly ROW line of said F. M. 3349 (100' ROW width), being the northwesterly corner of said 58.001 acre tract, being the most westerly southwest corner of said remainder of the 194.559 acre tract, also being the southeasterly corner of that called 2.8485 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 213, of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel, and from which, a TxDOT Type 1, concrete ROW monument found, being an angle point in said existing easterly ROW line bears S 07°39'54" W, at a distance of 139.47 feet;

THENCE, with said existing easterly ROW line, being the easterly line of said 2.8485 acre ROW tract and the westerly boundary line of said remainder of the 194.559 acre tract, the following two (2) courses:

- 5) N 07°39'54" E, for a distance of **240.26** feet to a calculated angle point in said existing easterly ROW line;
- 6) N 07°28'48" E, for a distance of **1,000.99** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 194.559 acre tract, same being the southwesterly corner of said remainder of the 183.84 acre tract, also being the northeasterly corner of said 2.8485 acre ROW tract and the southeasterly corner of that called 3.9420 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 210 of the Deed Records of Williamson County, Texas;

THENCE, continuing with said existing easterly ROW line, being the easterly line of said 3.4920 acre ROW tract and the westerly boundary line of said remainder of the 183.84 acre tract, the following two (2) courses:

- 7) N 07°28'48" E, for a distance of **892.04** feet to a 1/2" iron rod found for an angle point;
- 8) N 07°35'28" E for a distance of **824.49** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 183.84 acre tract, same being the southwesterly corner of said remainder of the 183.94 acre tract, also being the northeasterly corner of said 3.9420 acre ROW tract and the southeasterly corner of that called 3.8806 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 207 of the Deed Records of Williamson County, Texas;
- 9) **THENCE**, continuing with said existing easterly ROW line, being the easterly line of said 3.8806 acre ROW tract and the westerly boundary line of said remainder of the 183.94 acre tract, N 07°35'28" E, for a distance of **1,689.64** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 183.94 acre tract, same being the southwesterly corner of said remainder of the 193.41 acre tract, also being the northeasterly corner of said 3.8806 acre ROW tract and the southeasterly corner of that called 3.2375 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas,

THENCE, continuing with said existing easterly ROW line, being the easterly line of said 3.2375 acre ROW tract and the westerly boundary line of said remainder of the 193.41 acre tract, the following two (2) courses:

- 10) N 07°35'28" E, for a distance of **204.03** feet to a 1/2" iron rod found for an angle point;

- 11) N 07°16'48" E, for a distance of 148.21 feet to an iron rod with plastic cap stamped "SAM INC" found for the northwesterly corner of said remainder of the 193.41 acre tract, same being an angle point in the westerly boundary line of said 67.16 acre tract, for the northwesterly corner of the herein described parcel;
- 12) **THENCE**, departing said existing easterly ROW line, with the common boundary line of said remainder of the 193.41 acre tract and said 67.16 acre tract, **S 85°22'03" E**, for a distance of **90.35** feet to the **POINT OF BEGINNING**, containing 12.327 acres, (536,950 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 593 foot 'Access Denial Line' and the 1,076.55 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

13 July 2021
Date



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	()	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
↯	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP	— —	ACCESS DENIAL LINE "ADL"

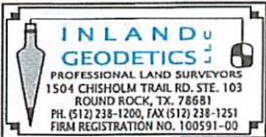
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

- 10g. CHANNEL EASEMENT VOLUME 673, PG. 204 - DOES NOT AFFECT.
- h. PIPELINE EASEMENT VOLUME 1792, PG. 117 - AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 - SUBJECT TO
- i. PIPELINE EASEMENT VOLUME 1792, PG. 123 - AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- J. PIPELINE EASEMENT VOLUME 1792, PG. 127 - AFFECTS AS SHOWN.
RATIFIED IN VOLUME 1792, PG. 133 - DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- k. PIPELINE EASEMENT VOLUME 1804, PG. 958 - AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 - AFFECTS AS SHOWN
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- m. ORDINANCES:
 - No. 2018-22 DOCUMENT No. 2018102377 - AFFECTS
 - No. 2018-23 DOCUMENT No. 2018102378 - AFFECTS
 - No. 2018-24 DOCUMENT No. 2018102379 - AFFECTS
 - No. 2018-23 DOCUMENT No. 2018102380 - AFFECTS

I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION

M. Stephen Truesdale 23 July 2021
 M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



RCR TAYLOR LAND, L.P.		
SCALE 1" = 200'	PROJECT F.M. 3349	COUNTY WILLIAMSON

PARCEL 78

EXHIBIT "B"

County: Williamson
Parcel: 84, Parts 1 & 2
Project: FM 3349

Rev. 7-20-2021
Page 1 of 6

PROPERTY DESCRIPTION FOR PARCEL 84, PART 1

DESCRIPTION OF A 0.084 ACRE (3,675 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.084 ACRE (3,675 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10,175,651.43, E=3,193,627.35 TxSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the westerly boundary line of said remainder of the 193.41 acre tract, same being the southerly boundary line of that called 5.00 acre tract of land described in General Warranty Deed to the City of Hutto recorded in Document No. 2003011596 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said 5.00 acre tract, same being an ell corner in the westerly boundary line of said remainder of the 193.41 acre tract bears S 82°37'54" E, at a distance of 393.68 feet;

- 1) **THENCE**, departing said 5.00 acre tract, with said proposed easterly ROW line, through the interior of said remainder tract, S 06°37'27" E, for a distance of 71.38 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder tract, same being in an east-west portion of the westerly boundary line of that called 67.16 acre tract of land described in Special Warranty Deed to RCR Taylor Rail, L.P. recorded in Document No. 2019088597 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder tract and said 67.16 acre tract, N 85°20'29" W, for a distance of 60.45 feet to a calculated point in the existing easterly ROW line of F.M. 3349 (100' ROW width), being in the easterly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, same being the southwesterly corner of said remainder tract, also being an ell corner in the westerly boundary line of said 67.16 acre tract, for the southwesterly corner of the herein described parcel;
- 3) **THENCE**, with the common line of said existing ROW and remainder boundary line, N 07°16'48" E, for a distance of 72.12 feet to an iron rod with plastic cap stamped "SAM INC." found for an ell corner in the westerly boundary line of said remainder tract, same being the southwesterly corner of said 5.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, a TxDOT Type 1 concrete monument found in said existing easterly ROW line, bears N 07°16'48" E, at a distance of 59.98 feet;
- 4) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder tract and said 5.00 acre tract, S 82°37'54" E, for a distance of 43.24 feet to the **POINT OF BEGINNING**, containing 0.084 acre, (3,675 square feet) of land, more or less.

PROPERTY DESCRIPTION FOR PARCEL 84, PART 2

DESCRIPTION OF A 0.175 ACRE (7,632 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.175 ACRE (7,632 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

JAMES C. EAVES SURVEY
ABSTRACT No. 213

EXISTING ROW LINE

J. J. STUBBLEFIELD SURVEY
ABSTRACT No. 562

KOCH REFINING COMPANY
25' WIDE EASEMENT
VOL. 1792, PG. 117
D.R.W.C.T.

F.M. 3349
(100' R.O.W. WIDTH)

STATE OF TEXAS
3.2375 ACRES
VOL. 673, PG. 200
D.R.W.C.T.

EXISTING ROW LINE

EXISTING ROW LINE

F.M. 3349
(100' R.O.W. WIDTH)

STATE OF TEXAS
3.2375 ACRES
VOL. 673, PG. 200
D.R.W.C.T.

OSTENSIBLE SURVEY LINE

PROPOSED ROW LINE

N07°16'48"E 59.98'
(N07°13'58"E 60.24')

N07°16'48"E 72.12'
(N07°13'58"E 72.02')

S06°37'27"E 71.38'

GRID COORDINATES:
N=10,175,651.43
E=3,193,627.35

P.O.B.

CITY OF HUTTO
5.00 ACRES
DOC. 2003011596
O.P.R.W.C.T.

RCR TAYLOR LAND, L.P.
NORTHERLY
WEST REMAINDER OF
193.41 ACRES
DOC. No. 2018058726
O.P.R.W.C.T.

84
PART I
0.084 AC.
3,675 SQ. FT.

RCR TAYLOR RAIL, L.P.
67.16 ACRES
DOC. No. 2019088597
O.P.R.W.C.T.

LINE TABLE	
L1	N 85°20'29" W 60.45'
L2	S 82°37'54" E 43.24'

RCR TAYLOR LAND, L.P.
SOUTHERLY
WEST REMAINDER OF
193.41 ACRES
DOC. No. 2018058726
O.P.R.W.C.T.

WATKINS NOBLES SURVEY
ABSTRACT No. 484

REV: 07/20/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CUSHCUM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 233-1251
FRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
RCR TAYLOR LAND, L.P.

WILLAMSON COUNTY

PROJECT
FM 3349

PARCEL
84-PART 1

PAGE 3 OF 6

EXHIBIT B

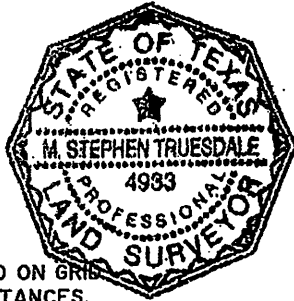
PLAT TO ACCOMPANY DESCRIPTION

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

- 10g. CHANNEL EASEMENT VOLUME 673, PG. 204 - DOES NOT AFFECT.
h. PIPELINE EASEMENT VOLUME 1792, PG. 117 - AFFECTS AS SHOWN. ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
i. PIPELINE EASEMENT VOLUME 1792, PG. 123 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
j. PIPELINE EASEMENT VOLUME 1792, PG. 127 - DOES NOT AFFECT RATIFIED IN VOLUME 1792, PG. 133 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
k. PIPELINE EASEMENT VOLUME 1804, PG. 958 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
m. ORDINANCES:
No. 2018-22 DOCUMENT No. 2018102377 - AFFECTS
No. 2018-23 DOCUMENT No. 2018102378 - DOES NOT AFFECT
No. 2018-24 DOCUMENT No. 2018102379 - DOES NOT AFFECT
No. 2018-23 DOCUMENT No. 2018102380 - DOES NOT AFFECT

LEGEND

Table with 2 columns: Symbol and Description. Includes symbols for iron rods, monuments, calculated points, property lines, line breaks, and ownership notations.



I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

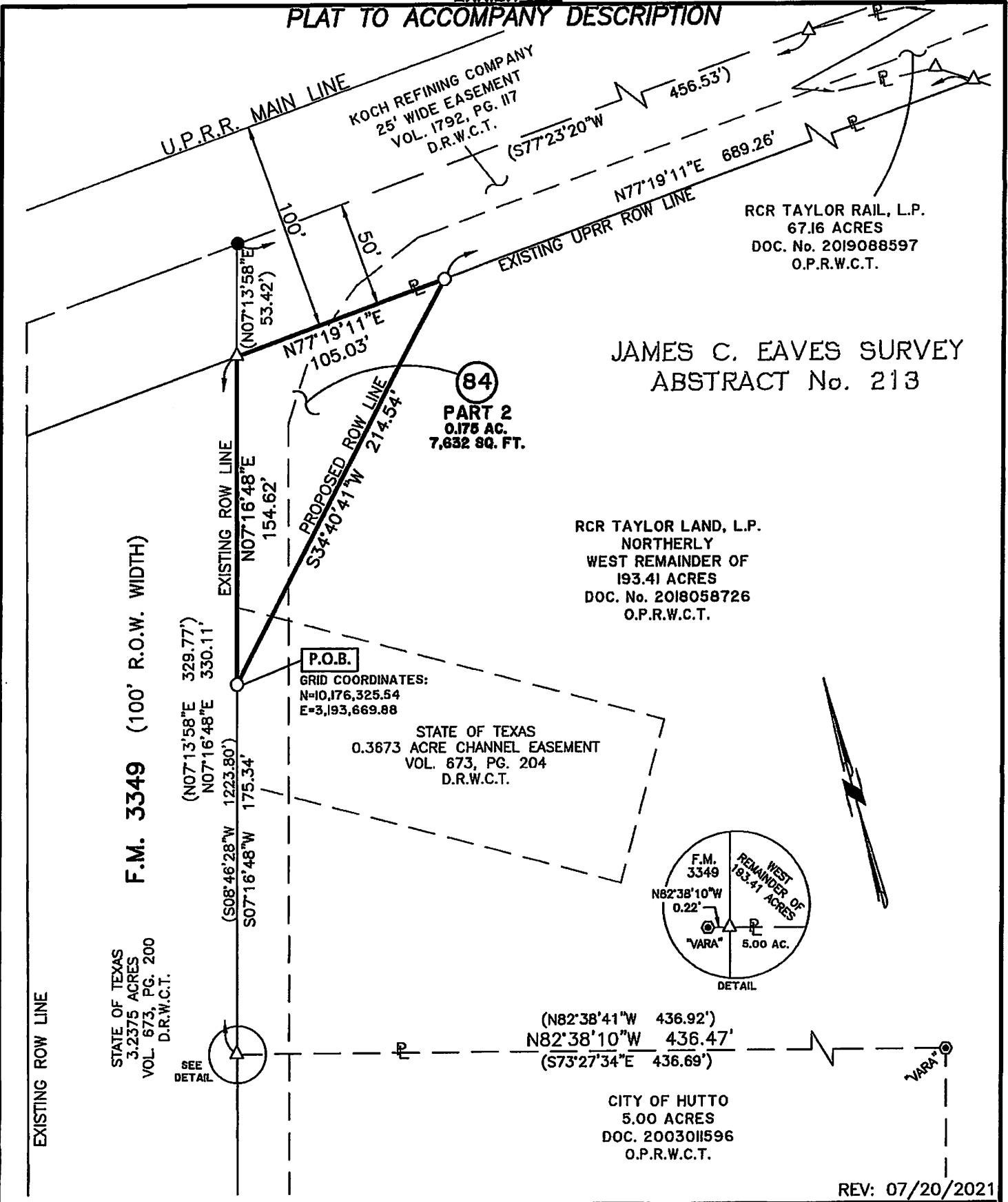
Signature of M. Stephen Truesdale dated 20 July 2021. M. STEPHEN TRUESDALE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933, LICENSED STATE LAND SURVEYOR, INLAND GEODETICS, LLC, FIRM REGISTRATION NO. 100591-00, 1504 CHISHOLM TRAIL ROAD, SUITE 103, ROUND ROCK, TEXAS 78681.

REV: 07/20/2021

Footer area containing Inland Geodetics logo, project information (PARCEL PLAT SHOWING PROPERTY OF RCR TAYLOR LAND, L.P., WILLIAMSON COUNTY, PROJECT FM 3349), and page information (PARCEL 84-PART 1, PAGE 4 OF 6).

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



RCR TAYLOR RAIL, L.P.
67.16 ACRES
DOC. No. 2019088597
O.P.R.W.C.T.

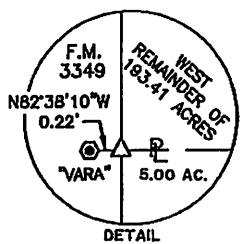
JAMES C. EAVES SURVEY
ABSTRACT No. 213

84
PART 2
0.175 AC.
7,632 SQ. FT.

RCR TAYLOR LAND, L.P.
NORTHERLY
WEST REMAINDER OF
193.41 ACRES
DOC. No. 2018058726
O.P.R.W.C.T.

P.O.B.
GRID COORDINATES:
N=10,176,325.54
E=3,193,669.88

STATE OF TEXAS
0.3673 ACRE CHANNEL EASEMENT
VOL. 673, PG. 204
D.R.W.C.T.



(N82°38'41\"W 436.92')
N82°38'10\"W 436.47'
(S73°27'34\"E 436.69')

CITY OF HUTTO
5.00 ACRES
DOC. 2003011596
O.P.R.W.C.T.

REV: 07/20/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CUSHOIM TRAIL, RD. STE. 103
ROUND ROCK, TX 78681
TEL (512) 238-1260, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF		
RCR TAYLOR LAND, L.P.		
SCALE 1" = 60'	WILLIAMSON COUNTY	PROJECT FM 3349

PARCEL 84-PART 2
PAGE 5 OF 6

EXHIBIT B

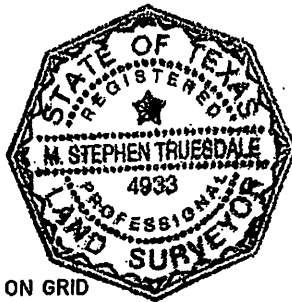
PLAT TO ACCOMPANY DESCRIPTION

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

- 10g. CHANNEL EASEMENT VOLUME 673, PG. 204 - AFFECTS AS SHOWN.
- h. PIPELINE EASEMENT VOLUME 1792, PG. 117 - AFFECTS AS SHOWN. ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 - SUBJECT TO
- i. PIPELINE EASEMENT VOLUME 1792, PG. 123 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- J. PIPELINE EASEMENT VOLUME 1792, PG. 127 - DOES NOT AFFECT RATIFIED IN VOLUME 1792, PG. 133 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- k. PIPELINE EASEMENT VOLUME 1804, PG. 958 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 - DOES NOT AFFECT ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 - SUBJECT TO
- m. ORDINANCES:
 - No. 2018-22 DOCUMENT No. 2018102377 - AFFECTS
 - No. 2018-23 DOCUMENT No. 2018102378 - DOES NOT AFFECT
 - No. 2018-24 DOCUMENT No. 2018102379 - DOES NOT AFFECT
 - No. 2018-23 DOCUMENT No. 2018102380 - DOES NOT AFFECT

LEGEND

○	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
⌚	PROPERTY LINE
↯	LINE BREAK
↔	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
()	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
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



1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20 July 2021

M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

REV: 07/20/2021

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL, RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 218-1280, FAX (512) 218-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF RCR TAYLOR LAND, L.P.		PARCEL 84-PART 2
	SCALE 1" = 80'	WILLIAMSON COUNTY	PROJECT FM 3349

EXHIBIT "C"

Parcel 78 + 84

DEED

East Wilco Highway (Segment 3) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **RCR TAYLOR LAND, L.P.** a Texas limited partnership, 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 12.327 acre (536,950 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, and the J.J. Stubblefield Survey, Abstract No. 562, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 78**); and

All of those certain 0.084 acre (3,675 Sq. Ft.) and 0.175 acre (7,632 Sq. Ft.) tracts of land in the J.J. Stubblefield Survey, Abstract No. 562, and the James C. Eaves Survey, Abstract No. 213, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 84P1-2**)

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.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Access Denial Line ("ADL") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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, The State of Texas and its 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 Southeast Loop/East Wilco Highway.

GRANTEE, BY GRANTEE'S ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND IS SATISFIED AS TO THE CONDITION OF SAME AND THAT GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN.

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, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____,
2025.

[signature page follows]

GRANTOR:

RCR TAYLOR LAND, L.P.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____,
2025 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: