

REAL ESTATE CONTRACT

E. Wilco Highway Segment 4 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLOTTE LYN WALKER DAVIS** (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 7.961-acre (346,787 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12, Abstract No. 499, in Williamson County, Texas, being a portion of the remainder of a called 50-acre tract of land, described as first tract in a deed to Charlotte Lyn Davis, recorded March 13, 2000 in document No. 2000014961, official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 84 Part 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 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

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIVE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SEVENTY and 00/100 Dollars (\$557,270.00).

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

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 Longhorn Title Company on or before September 30, 2025, 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 Exhibit "A", 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.

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 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.

**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 August 31, 2025 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 on the Property or other obligations of this Contract, 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:



Charlotte Lyn Walker Davis

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Highway: East Wilco Highway
Limits: From U.S. 79 to C.R. 127

Page 1 of 8
May 30, 2025
Parcel No.: 84 Part 2

PROPERTY DESCRIPTION FOR PARCEL 84 PART 2

DESCRIPTION OF A 7.961 ACRE (346,787 SQ. FT.) PARCEL OF LAND LOCATED IN THE SILAS PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 50 ACRE TRACT OF LAND, DESCRIBED AS FIRST TRACT IN A DEED TO CHARLOTTE LYN DAVIS, RECORDED MARCH 13, 2000 IN DOCUMENT NO. 2000014961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 7.961 ACRE (346,787 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 1/2-inch iron rod found 2,362.19 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 268+51.14 on the existing south right-of-way line of Chandler Road, a variable width right-of-way, described in a deed to Williamson County, Texas in Document No. 2011067075, O.P.R.W.C.TX., for the northeast corner of Lot 5, Plantation Acres, a subdivision of record in Cabinet R, Slide 301, Plat Records of Williamson County, Texas (P.R.W.C.TX.), and described in a deed to Charles Morgan Tucker, Jr. and Brenda Tucker in Document No. 2021034271, O.P.R.W.C.TX.;

THENCE, South 86°45'11" West, over and across said Chandler Road, a distance of 639.93 feet to an iron rod with a plastic cap stamped "RPLS 4249" in concrete found 1,754.34 feet right of East Wilco Highway E.C.S. 270+51.50 (Surface Coordinates: N=10,196,520.76, E=3,188,128.08) on the existing north right-of-way line of said Chandler Road, same being the south line of said remainder of a called 50 acre tract, for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE, with the existing north right-of-way line of said Chandler Road, same being the south line of said remainder of a called 50 acre tract, the following five (5) courses and distances numbered 1-5:

- 1) With said curve to the left, an arc distance of 442.77 feet, through a central angle of 12°04'50", having a radius of 2,100.00 feet, and a chord that bears South 62°24'50" West, a distance of 441.95 feet to a calculated point,
- 2) **South 56°22'25" West**, a distance of **534.55 feet** to a calculated point, from which a 1/2-inch iron rod (bent) in concrete found bears North 53°58'09" East a distance of 0.44 feet,
- 3) **South 33°37'35" East**, a distance of **5.00 feet** to an iron rod with a plastic cap stamped "Diamond Surveying" found, for the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 265.39 feet, through a central angle of 07°58'55", having a radius of 1,905.00 feet, and a chord that bears South 60°26'44" West, a distance of 265.17 feet to a calculated point, and
- 5) **South 68°28'36" West**, a distance of **278.87 feet** to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set 251.87 feet right of East Wilco Highway E.C.S. 268+50.27 on the proposed east right-of-way line of East Wilco Highway, at the intersection of the existing north right-of-way line of said Chandler Road, described in a deed to Williamson County, Texas in Document No. 2011075347, O.P.R.W.C.TX., with the existing east right-of-way line of County Road 101 (C.R. 101), a variable width right-of-way, as described in a deed to Williamson County, Texas, recorded in Document No. 2011067075, O.P.R.W.C.TX., for the southwest corner of the parcel described herein, from which an iron rod with an aluminum cap stamped "WILCO ROW 5050" found bears South 66°21'42" East a distance of 0.37 feet;

MATCH LINE PAGE 4 OF 8

S56° 22' 25" W
534.55'
(N56° 23' 10" E)
(534.55')

CHANDLER ROAD
PROPOSED R.O.W.

84
PART 2
(7.961 AC.)

N68° 34' 19" E 596.76'

EXISTING R.O.W.

CHANDLER ROAD
VARIABLE WIDTH R.O.W.

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2011034876
O.P.R.W.C.TX.

EXISTING R.O.W.

TERRY GIBICH AND
PHYLLIS B. GIBICH
REMAINDER OF A CALLED
12.794 AC.
DOC. NO. 2005061151
O.P.R.W.C.TX.

MICHAEL RICHARD KEITH
AND
VIRGINIA LOUISE KEITH
DOC. NO. 2020057186
O.P.R.W.C.TX.

LOT 4
PLANTATION ACRES
CAB. R. SLIDE 301
P.R.W.C.TX.

CHARLES MORGAN TUCKER, JR.
AND BRENDA TUCKER
DOC. NO. 2021034271
O.P.R.W.C.TX.

LOT 5
PLANTATION ACRES
CAB. R. SLIDE 301
P.R.W.C.TX.

P.O.C.
1/2"
268+51.14
2,362.19' RT

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2011067075
O.P.R.W.C.TX.

S86° 45' 11" W 639.93'
(LINE SHOWN HERE DOES NOT
REFLECT TRUE BEARING)

**
270+72.82
1,754.36' RT
S21° 26' 09" E
21.32'

P.O.B.
W/ PLASTIC CAP "RPLS
4249" IN CONCRETE
270+51.50
1,754.34' RT
N=10,196,520.76
E=3,188,128.08

PUBLIC UTILITY EASEMENT
JONAH WATER SPECIAL
UTILITY DISTRICT
DOC. NO. 2019014071
O.P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 04' 50"	2,100.00'	442.77'	441.95'	S62° 24' 50" W
(C1)	(12° 04' 50")	(2,100.00')	(442.77')	(441.91')	(N62° 25' 35" E)



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

PAGE 3 OF 8
REF. FIELD NOTE NO. 51227
L-84_Par12x84_Part2.dgn

EXISTING *43.5073 AC. ACQUIRE 7.961 AC. REMAINING 35.5463 AC. RIGHT



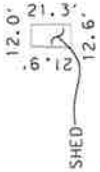
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

SILAS PALMER SURVEY,
SECTION NO. 12,
ABSTRACT NO. 499

CHARLOTTE LYN DAVIS
REMAINDER OF A
CALLED 50 AC.
FIRST TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O.P.R.W.C.TX.

WIRE FENCE



**CHANDLER ROAD
PROPOSED R.O.W.**

**84
PART 2
(7.961 AC.)**

**CHANDLER ROAD
VARIABLE WIDTH R.O.W.**

EXISTING R.O.W.

PUBLIC UTILITY EASEMENT
JONAH WATER SPECIAL
UTILITY DISTRICT
DOC. NO. 2019014071
O.P.R.W.C.TX.

TERRY GIBICH AND
PHYLLIS B. GIBICH
REMAINDER OF A CALLED
12.794 AC.
DOC. NO. 2005061151
O.P.R.W.C.TX.

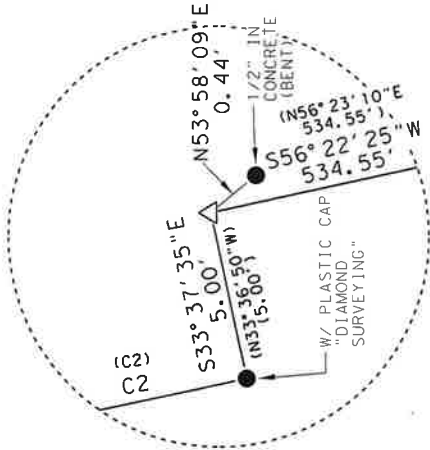
WILLIAMSON COUNTY, TEXAS
DOC. NO. 2011019741
O.P.R.W.C.TX.

**
270.73.60
1,157.60' RT

N68° 34' 19" E
596.76'



SILAS PALMER SURVEY,
SECTION NO. 12,
ABSTRACT NO. 499



DETAIL "A"
NOT TO SCALE

CHARLOTTE LYN DAVIS
REMAINDER OF A
CALLED 50 AC.
FIRST TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O.P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	07° 58' 36"	1,905.00'	265.39'	265.17'	S60° 26' 44" W
(C2)	(07° 58' 36")	(1,905.00')	(265.21')	(265.00')	(N60° 22' 28" E)
C3	66° 30' 17"	982.00'	1,139.83'	1,076.92'	S78° 24' 08" E



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

FILE: \\saminc\AUS\PROJECTS\101905272740\100\Survey\03Exhibits\Parcel_84_Par12\Parcel_84_Par12-p2.dgn
PAGE 4 OF 8
REF. FIELD NOTE NO. 51227
EXISTING *43.5073 AC. ACQUIRE 7.961 AC. REMAINING 35.5463 AC. RIGHT



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
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

EAST WILCO HIGHWAY ENGINEER'S CENTERLINE

N21° 30' 11" W 7,190.97'

270+00

275+00

SILAS PALMER SURVEY,
SECTION NO. 12,
ABSTRACT NO. 499

JERRY WAYNE ROZNOVAK AND LINDA
KAY ROZNOVAK AS CO-TRUSTEES OF THE
ROZNOVAK FAMILY REVOCABLE TRUST AGREEMENT
CALLED 90.68 AC.
DOC. NO. 2024046144
O. P. R. W. C. TX.

**CHANDLER ROAD
VARIABLE WIDTH R.O.W.**

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2011067075
O. P. R. W. C. TX.

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2017024803
O. P. R. W. C. TX.
CORRECTION AFFIDAVIT
DOC. NO. 2017045935
O. P. R. W. C. TX.

**C. R. 101
VARIABLE WIDTH R.O.W.**

EXISTING R.O.W.

EAST WILCO HIGHWAY
PROPOSED R.O.W.

PROPOSED R.O.W.

N21° 15' 00" W 811.45'

84
PART 2
(7.961 AC.)

**CHANDLER ROAD
PROPOSED R.O.W.**

CHARLOTTE LYN DAVIS
REMAINDER OF A
CALLED 50 AC.
FIRST TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O. P. R. W. C. TX.

SEE
DETAIL "B"
268+50.27
251.87' RT

PUBLIC UTILITY EASEMENT
JONAH WATER SPECIAL
UTILITY DISTRICT
DOC. NO. 2019014071
O. P. R. W. C. TX.

ABANDONED
WOOD
STRUCTURE

EXISTING R.O.W.
(N71° E 829 VARAS)
S68° 28' 36" W 278.87' (C2)

15' WIDE WATERLINE EASEMENT
JONAH WATER SPECIAL
UTILITY DISTRICT
DOC. NO. 2019052230
O. P. R. W. C. TX.

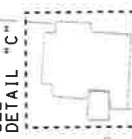
20' WIDE UTILITY EASEMENT
JONAH WATER SPECIAL
UTILITY DISTRICT
DOC. NO. 2019014070
O. P. R. W. C. TX.

JERRY WAYNE ROZNOVAK
AND LINDA ROZNOVAK
CALLED 30.00 AC.
DOC. NO. 2006083935
O. P. R. W. C. TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	07° 58' 55"	1,905.00'	265.39'	265.17'	S60° 26' 44" W
(C2)	(07° 58' 36")	(1,905.00')	(265.21')	(265.00')	(N60° 22' 28" E)
C3	66° 30' 17"	982.00'	1,139.83'	1,076.92'	S78° 24' 08" E

SEE
DETAIL "C"



MATCH LINE PAGE 4 OF 8



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

PAGE 5 OF 8
REF. FIELD NOTE NO. 51227
FILE: \\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel-84_Part2\84_Part2.dgn

EXISTING *43.5073 AC. ACQUIRE 7.961 AC. REMAINING 35.5463 AC. RIGHT



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
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

C.R. 101 EXISTING R.O.W.
EAST WILCO HIGHWAY PROPOSED R.O.W.

PROPOSED R.O.W.

CHANDLER ROAD
PROPOSED R.O.W.

84
PART 2
(7.961 AC.)

CHANDLER ROAD
EXISTING R.O.W.

CHARLOTTE LYN DAVIS
REMAINDER OF A
CALLED 50 AC.
FIRST TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O. P. R. W. C. TX.

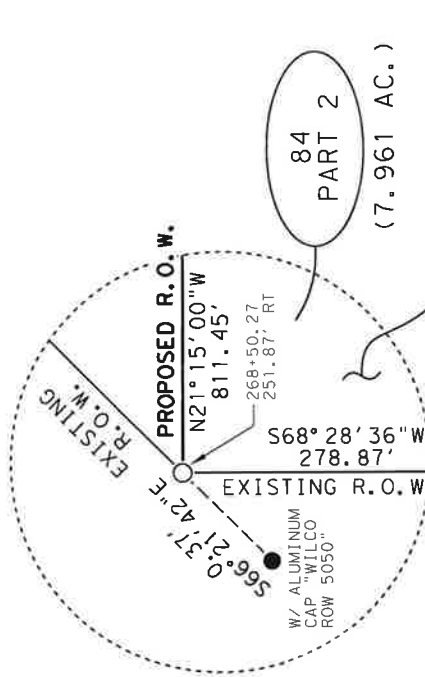
PARENT TRACT INSET
NOT TO SCALE

CHARLES MORGAN
TUCKER, JR.
AND BRENDA TUCKER
DOC. NO. 2021034271
O. P. R. W. C. TX.

LOT 5
PLANTATION ACRES
CAB. R. SLIDE 301
P. R. W. C. TX.

P.O.C.
636° 45' 11" W.
639.93'

P.O.B.



CHARLOTTE LYN DAVIS
REMAINDER OF A
CALLED 50 AC.
FIRST TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O. P. R. W. C. TX.

FILE: \\somin\c\AUS\PROJECTS\1019052774Q\100\Survey\03Exhibits\Parcel_84_Par12\84_Par12.dgn

EXISTING *43.5073 AC. ACQUIRE 7.961 AC. REMAINING 35.5463 AC. RIGHT



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
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346, 787 SQ. FT.)



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF 072403200, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE OCTOBER 3, 2024, AND ISSUED DATE OCTOBER 11, 2024.

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 FEBRUARY 6, 1941, EXECUTED BY ESTATE OF LOUISE EULENFELD, DECEASED TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED, MAY AFFECT)

B. EASEMENT AND RIGHT OF WAY DATED NOVEMBER 22, 1982, EXECUTED BY GRACE E. WALKER TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1033, PAGE 150, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON PLAT)

C. RIGHT OF WAY EASEMENT DATED DECEMBER 10, 1996, EXECUTED BY GRACE E. WALKER AND CHARLES MERVIN WALKER TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9665888, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED, MAY AFFECT)

D. EASEMENT AND RIGHT OF WAY DATED OCTOBER 10, 2011, EXECUTED BY CHARLOTTE LYN DAVIS TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, RECORDED UNDER DOCUMENT NO. 2011072897, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON PLAT)

E. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT DATED FEBRUARY 14, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019014070, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

F. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT DATED FEBRUARY 14, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019014071, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

G. WATERLINE EASEMENT DATED MARCH 29, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019052230, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

H. TERMS, PROVISIONS AND STIPULATIONS OF A MEMORANDUM OF PERMANENT EASEMENT AGREEMENT DATED JUNE 26, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO MPE3 LLC, RECORDED UNDER DOCUMENT NO. 2019061959, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND AS AMENDED UNDER DOCUMENT NO. 2020118815, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

I. 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. (SUBJECT TO, IF APPLICABLE)

J. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, 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 THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED. (SUBJECT TO, IF APPLICABLE)

K. 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) (SUBJECT TO, IF APPLICABLE)

L. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY) (NOT SURVEY RELATED)

M. "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) (SUBJECT TO, IF APPLICABLE)



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
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346, 787 SQ. FT.)

LEGEND

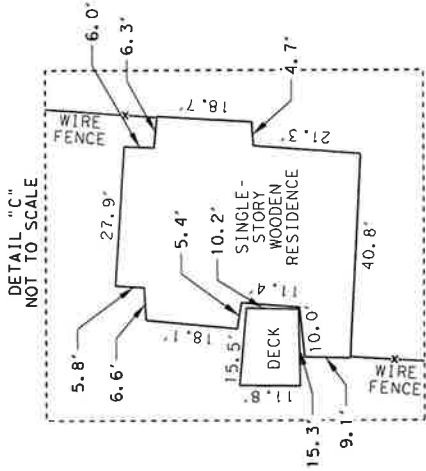
- 5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- ⊕ MAG NAIL WITH SHINER STAMPED "SAM LLC"
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 5/8" IRON ROD FOUND (UNLESS NOTED)
- ⊙ 1/2" IRON PIPE FOUND (UNLESS NOTED)
- ⊗ COTTON SPINDLE FOUND
- ⊕ MAG NAIL FOUND (UNLESS NOTED)
- ⊗ "X" SCRIBED IN CONCRETE FOUND
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ 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
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.TX. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPERTY LINE
- ABSTRACT/SURVEY LINE
- EASEMENT LINE
- EXISTING RIGHT-OF-WAY
- PARCEL LIMITS

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. 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 TEXAN TITLE INSURANCE COMPANY, OF NO. GT2403200, EFFECTIVE DATE OCTOBER 3, 2024, AND ISSUED DATE OCTOBER 11, 2024. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC. A TOTAL OF 6.4927 ACRES WERE DEEDED TO WILLIAMSON COUNTY OUT OF THE ORIGINAL CALLED 50 ACRES.

** UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.



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

5/30/2025

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

DATE

EXISTING *43.5073 AC. ACQUIRE 7.961 AC. REMAINING 35.5463 AC. RIGHT EXISTING

FILE: \\saminc\AUS\PROJECTS\1019052724\100\Survey\03Exhibits\Parcel_84_Part2\84_Par12.dgn

REF. FIELD NOTE NO. 51227

PAGE 8 OF 8



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
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346, 787 SQ. FT.)

Exhibit "B"

Parcel 84

DEED

E. Wilco Highway (Segment 6) 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 **CHARLOTTE LYN WALKER DAVIS**, 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 7.961-acre (346,787 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12, Abstract No. 499, in Williamson County, Texas, being a portion of the remainder of a called 50-acre tract of land, described as first tract in a deed to Charlotte Lyn Davis, recorded March 13, 2000 in document No. 2000014961, official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 84 Part 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.

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 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 Grantee's proposed roadway project facilities 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.

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]

