

REAL ESTATE CONTRACT

CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KYLE R. HUMPHRIES and DEBRA R. SPELLINGS** (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 0.1288 acre (5,610 square foot) tract of land, out of and situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and

All of that certain 0.2659 acre (11,583 square foot) tract of land, out of and situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 8.1**);

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 portion of the Property described in Exhibit "A", and any improvements thereon, shall be the sum of FIVE THOUSAND and 00/100 Dollars (\$5,000.00).

2.02. The Purchase Price for the portion of the Property described in Exhibit "B", and any improvements therein, shall be the sum of ELEVEN THOUSAND SEVEN HUNDRED FORTY-SEVEN and 00/100 Dollars (\$11,747.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash 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 described in Exhibit "A" herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both 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 to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to Williamson County shall be in the form as shown in Exhibit "D" attached hereto.

(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 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 Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each 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.

SELLER:


Kyle R. Humphries

Date: 3/29/2021

Address: 209 WHITETAIL LN.
Hutto, TX 78634



Debra R. Spellings

Date: 3/29/2021

Address: 209 WHITETAIL LN.
Hutto, TX 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

Date: 4/6/2021

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

EXHIBIT A

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

Page 1 of 5
March 23, 2021
Revision 2

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF a 5,610 square foot (0.1288 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,610 square foot (0.1288 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the west line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., being in the east line of that tract described as 2.00 acres conveyed to Bobby Leon Starling by Warranty Deed with Vendor's Lien dated December 16, 2015, as recorded in Document No. 2015111015, O.P.R.W.C.T.;

THENCE, N 21°35'09" W, along the west line of said 5.832 acre tract and the east line of said 2.00 acre tract, a distance of 217.42 feet to a 1/2-inch iron rod with "RPLS 4249" cap found at the southwest corner of said 0.39 of one acre tract, being at the northwest corner of said 5.832 acre tract, and being in the proposed west right-of-way line of CR 366;

THENCE, N 69°48'49" E, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, along the proposed west right-of-way line of CR 366, a distance of 386.85 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+23.22, and having Surface Coordinates of North=10,191,888.91, East=3,205,543.67;

EXHIBIT A

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

Page 2 of 5
March 23, 2021
Revision 2

PROPERTY DESCRIPTION FOR PARCEL 8

- 1) **THENCE, N 21°27'49" W**, crossing said 0.39 of one acre tract, a distance of **29.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, being in the north line of said 0.39 of one acre tract, also being in the south line of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, O.P.R.W.C.T., and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T., being in the proposed west right-of-way line of CR 366, from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of said 2.00 acre tract, and the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W with the proposed west right-of-way line of CR 366, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing along the north line of said 2.00 acre tract an additional 200.51 feet for a total distance of 587.42 feet;
- 2) **THENCE, N 69°48'25" E**, along the north line of said 0.39 of one acre tract and the south line of said 2.499 acre tract, a distance of **187.13 feet** to a point at the northeast corner of said 0.39 of one acre tract, being the southeast corner of said 2.499 acre tract, also being in the west margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract, being at the southeast corner of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., being in the west margin of CR 366, bears N 21°43'57" W, a distance of 20.68 feet;
- 3) **THENCE, S 21°39'05" E**, along the east line of said 0.39 of one acre tract, and the west margin of CR 366, a distance of **29.99 feet** to a 1/2-inch iron rod with a blue cap found at the southeast corner of said 0.39 of one acre tract, being the northeast corner of said 5.832 acre tract;

EXHIBIT A

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Revision 2

PROPERTY DESCRIPTION FOR PARCEL 8

- 4) **THENCE, S 69°48'49" W**, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, a distance of **187.23 feet** to the **POINT OF BEGINNING** and containing 5,610 square feet (0.1288 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

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

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

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

SURVEYED BY:

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

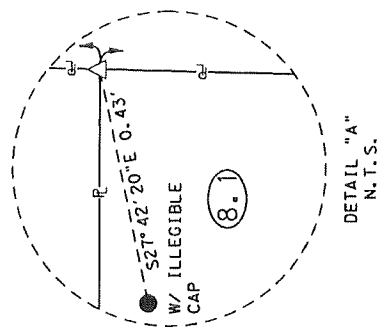
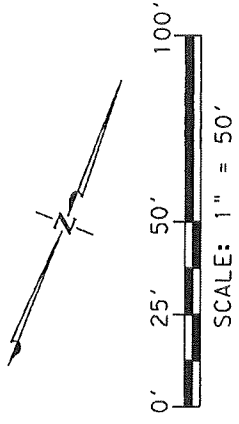
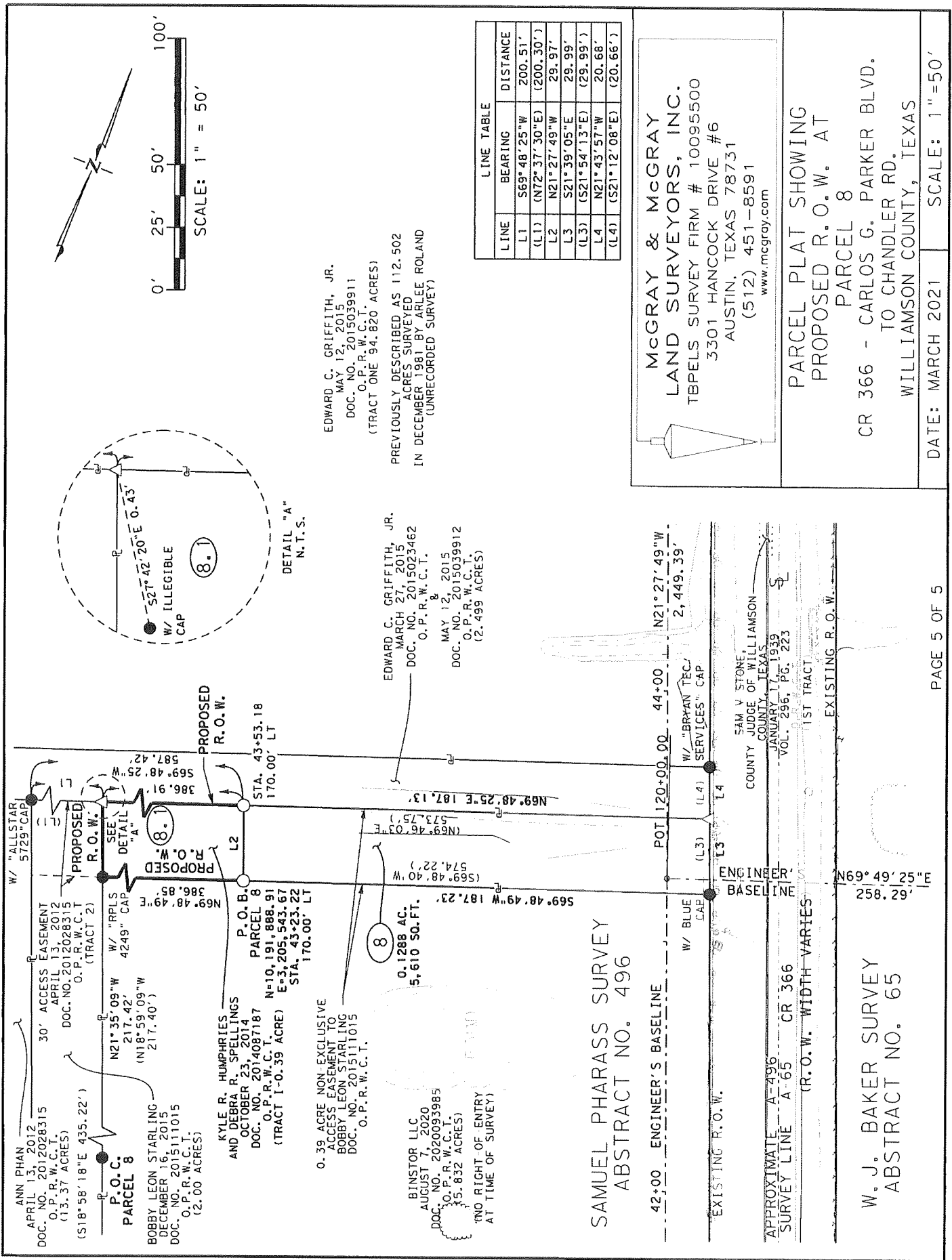


3/23/2021

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

2020/Descriptions/CR 366 Williamson County/Parcel 8 Rev2





LINE	BEARING	DISTANCE
L1	S69°48'25"W	200.51'
(L1)	(N72°37'30"E)	(200.30')
L2	N21°27'49"W	29.97'
L3	S21°39'05"E	29.99'
(L3)	(S21°54'13"E)	(29.99')
L4	N21°43'57"W	20.68'
(L4)	(S21°12'08"E)	(20.66')

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 8
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: MARCH 2021 SCALE: 1"=50'

SAMUEL PHARRS SURVEY
ABSTRACT NO. 496

W. J. BAKER SURVEY
ABSTRACT NO. 65

EXHIBIT "B"

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

Page 1 of 6
March 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 8.1

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THENCE, N 21°35'09" W, along the west line of said 5.832 acre tract and the east line of said 2.00 acre tract, a distance of 217.42 feet to a 1/2-inch iron rod with "RPLS 4249" cap found at the southwest corner of said 0.39 of one acre tract, being at the northwest corner of said 5.832 acre tract, and being in the proposed west right-of-way line of CR 366, for the **POINT OF BEGINNING**, 556.76 feet left of CR 366 Engineer's Baseline Station 43+31.84, and having Surface Coordinates of North=10,191,755.42, East=3,205,180.57;

- 1) **THENCE**, N 21°35'09" W, along the west line of said 0.39 of one acre tract and the east line of said 2.00 acre tract, with the proposed west right-of-way line of CR 366, a distance of **29.92 feet** to a point, being 556.83 feet left of CR 366 Engineer's Baseline Station 43+61.76, being at the northwest corner of said 0.39 of one acre tract, also being in the south line of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, O.P.R.W.C.T., and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T., from which an iron rod with an illegible cap found bears S 27°42'20" E, a distance of 0.43 feet, also from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of said 2.00 acre tract, and the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, a distance of 200.51 feet;

EXHIBIT "B"

County: Williamson
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PROPERTY DESCRIPTION FOR PARCEL 8.1

- 2) **THENCE, N 69°48'25" E**, along the north line of said 0.39 of one acre tract and the south line of said 2.499 acre tract, with the proposed west right-of-way line of CR 366, a distance of **386.92 feet** to 1/2-inch iron rod with "McGray McGray" cap set, 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18;
- 3) **THENCE, S 21°27'49" E**, crossing said 0.39 of one acre tract, a distance of **29.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, being in the proposed west right-of-way line of CR 366, 170.00 feet left of CR 366 Engineer's Baseline Station 43+23.22, from which a 1/2-inch iron rod with a blue cap found at the southeast corner of said 0.39 of one acre tract, the northeast corner of said 5.832 acre tract, and being the west margin of CR 366 (varying width), bears N 69°48'49" E, a distance of 187.23 feet;
- 4) **THENCE, S 69°48'49" W**, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, with the proposed west right-of-way line of CR 366, a distance of **386.85 feet** to the **POINT OF BEGINNING** and containing 11,583 square foot (0.2659 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

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Page 3 of 6
March 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 8.1

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

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

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

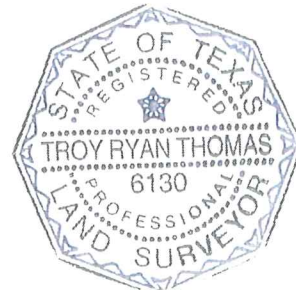
SURVEYED BY:

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

Troy R. Thomas

3/23/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 8.1



LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T.
- PARCEL NUMBER FOR R.O.W. ACQUISITION

- P.O.B.
- P.O.C.
- R.O.W.
- N.T.S.
- B.L.
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- P.R.W.C.T.
- 1

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.

3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.

4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.

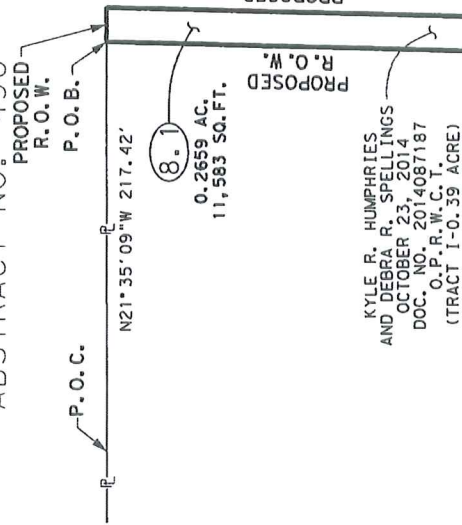
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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

Tracy R. Thomas

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130
3/23/2021
DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



KYLE R. HUMPHRIES
AND DEBRA R. SPELLINGS
OCTOBER 23, 2014
DOC. NO. 2014067187
O.P.R.W.C.T.
(TRACT 1-O.39 ACRE)

8

EXISTING
R.O.W.

CR 366
(R.O.W. WIDTH VARIES)

PROPERTY INSET
NOT TO SCALE



PAGE 4 OF 6

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2022293-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2020, ISSUED DATE MAY 12, 2020.

- 1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2019043444, SUBJECT TO:
- 10G. TERMS CONDITIONS AND STIPULATIONS OF AGREEMENT RECORDED IN VOL. 707, PG. 644, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT.
- H. ACCESS EASEMENT AS DESCRIBED IN VOL. 766, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.
- I. ACCESS EASEMENT AS DESCRIBED IN VOL. 787, PG. 427, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN BY VOL. 766, PG. 883.
- J. NON-EXCLUSIVE ACCESS EASEMENT RESERVED IN DOCUMENT NO. 2015111015, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.
- K. MAINTENANCE OBLIGATIONS AS SET FORTH IN VOL. 787, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT APPLY.

REVISIONS

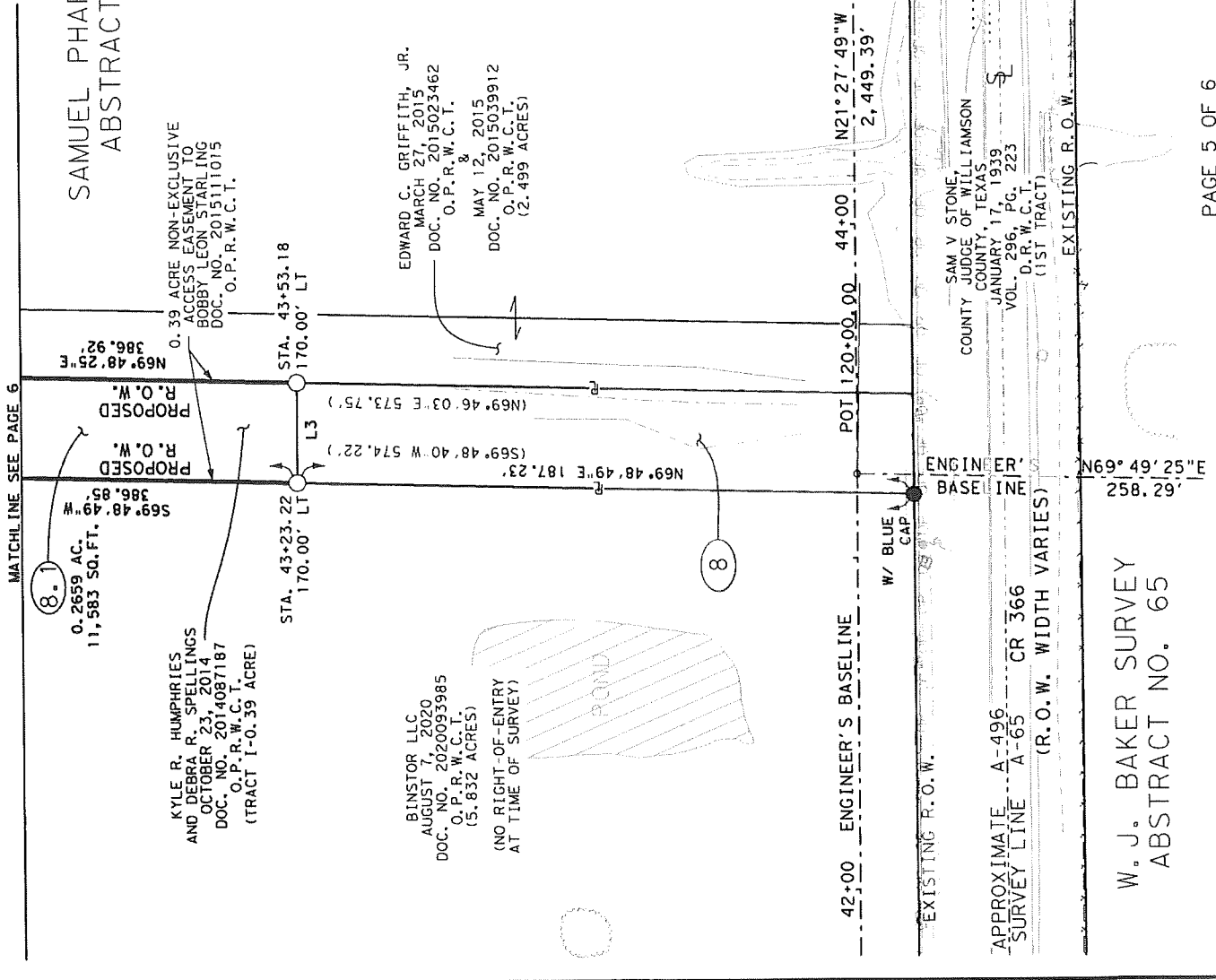
CALCULATED	ACQUISITION	REMAINING RT
0.3947 AC. (17,193 SQ. FT.)	0.2659 AC. (11,583 SQ. FT.)	0



PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 8.1
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



(8.1)

0.2659 AC.
11,583 SQ.FT.

KYLE R. HUMPHRIES
AND DEBRA R. SPELLINGS
OCTOBER 23, 2014
DOC. NO. 2014087187
O.P.R.W.C.T.
(TRACT 1-0.39 ACRE)

BINSTOR LLC
AUGUST 7, 2020
DOC. NO. 2020093985
O.P.R.W.C.T.
(5.832 ACRES)
(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)

EDWARD C. GRIFFITH, JR.
MARCH 27, 2015
DOC. NO. 2015023462
O.P.R.W.C.T.
&
MAY 12, 2015
DOC. NO. 2015039912
O.P.R.W.C.T.
(2.499 ACRES)

EDWARD C. GRIFFITH, JR.
MAY 12, 2015
DOC. NO. 2015039911
O.P.R.W.C.T.
(TRACT ONE-94.820 ACRES)

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

(8)

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S21°27'49"E	29.97'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 8.1
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: 1" = 50'

APPROXIMATE A-496
SURVEY LINE A-65
(R.O.W. WIDTH VARIES)

W.J. BAKER SURVEY
ABSTRACT NO. 65

ANN PHAN
APRIL 13, 2012
DOC. NO. 2012028315
O.P.R.W.C.T.
(13.37 ACRES)

BOBBY LEON STARLING
DECEMBER 16, 2015
DOC. NO. 201511015
O.P.R.W.C.T.
(2.00 ACRES)

(S18°58'18"E 435.22')

P.O.C.
PARCEL 8.1

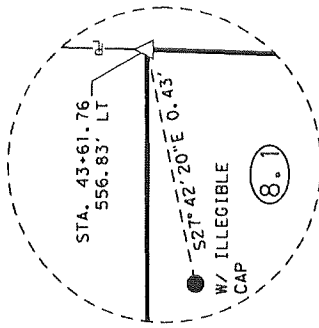
N21°35'09"W
217.42'
(N18°59'09"W N=10,191,755.42
E=3,205,180.57
STA. 43+31.84
556.76' LT
W/ "RPLS
4249" CAP

P.O.B.
PARCEL 8.1

(N18°59'09"W N=10,191,755.42
E=3,205,180.57
STA. 43+31.84
556.76' LT
W/ "RPLS
4249" CAP

PROPOSED
R.O.W.

W/ "ALLSTAR
5729" CAP



30' ACCESS EASEMENT
TO ANN PHAN
DOC. NO. 2012028315
O.P.R.W.C.T.
(TRACT 2)

KYLE R. HUMPHRIES
AND DEBRA R. SPELLINGS
OCTOBER 23, 2014
DOC. NO. 2014087187
O.P.R.W.C.T.
(TRACT 1-0.39 ACRE)

BINSTOR LLC
AUGUST 7, 2020
DOC. NO. 2020093985
O.P.R.W.C.T.
(5.832 ACRES)

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

0.2659 AC.
11,583 SQ.Ft.

569°48'49"W 386.85'
PROPOSED R.O.W.
(S69°48'40"W 574.22')
569°48'25"E 386.92'
PROPOSED R.O.W.
(N69°46'03"E 573.75')

30' ACCESS EASEMENT
VOL. 166, PG. 883
D.R.W.C.T.

EDWARD C. GRIFFITH, JR.
MARCH 27, 2015
DOC. NO. 2015023462
O.P.R.W.C.T.
&
MAY 12, 2015
DOC. NO. 2015039912
O.P.R.W.C.T.
(2.499 ACRES)

DETAIL "A"
N.T.S.

EDWARD C. GRIFFITH, JR.
MAY 12, 2015
DOC. NO. 2015039911
O.P.R.W.C.T.
(TRACT ONE-94.820 ACRES)

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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°35'09"W	29.92'
(L1)	(N21°00'33"W)	(29.54')
L2	S69°48'25"W	200.51'
(L2)	(N72°37'30"E)	(200.30')

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 8.1
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021

SCALE: 1" = 50'

MATCHLINE SEE PAGE 5

PAGE 6 OF 6

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED

CR366/FM 397 Intersection Right of Way

TxDOT ROW CSJ: 0320-04-028

Parcel No.: 8

Grantor(s), whether one or more:

Kyle R. Humphries and Debra R. Spellings

Grantor's Mailing Address (including county):

209 WHITETAIL LANE
HUTTO, TX 78634
WILLIAMSON County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Kyle R. Humphries

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

GRANTOR:

Debra R. Spellings

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

EXHIBIT "D"

Parcel 8.1

DEED

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 the **KYLR R. HUMPHRIES and DEBRA R. SPELLINGS**, 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:

Being a 0.2659 acre (11,583 square foot) parcel of land out of the Samuel Pharass Survey, ABSTRACT NO. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 8.1**)

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 Exhibit "A" 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.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

Kyle R. Humphries

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Kyle R. Humphries, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Debra R. Spellings

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Debra R. Spellings, 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: