

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BLAND B. DAVIS JR. AND SUSAN J. 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 3.564-acre (155,267 square foot) tract of land, out of and situated in the Mathias Wilbarger Survey, Abstract No. 15, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**);

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 SIX HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED TEN and 00/100 Dollars (\$668,310.00).

Payment of Purchase Price

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

Special Provisions

2.03. Remainder Access Road and Driveway Construction. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the construction of the proposed Southeast Loop Segment 2 roadway improvement project ("Project") it shall cause a replacement roadway and driveway connection to be constructed between the edge of proposed roadway pavement and the new northern Property boundary, in the location and in substantial compliance with the plans and specifications identified on Exhibit "B" attached hereto and incorporated herein. By execution of this Contract, Seller agrees to allow Purchaser, its agents contractors and assigns the temporary right to enter the remaining property of Seller to the limited area and for limited time period only as necessary to carry out the obligations of this paragraph. Prior to construction of the Project, Seller shall be permitted vehicular or pedestrian access across the Property as necessary to reasonably access Seller's northern remainder property.

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 Texas National Title Company on or before July 30, 2022, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title 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 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 Purchaser shall be in the form as shown in Exhibit "C" 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 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 September 1, 2022 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 Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

Bland B. Davis Jr.
Bland B. Davis Jr.

Date: 6/28/2022

Address: 255 County Rd. 139
Hutto, Tx. 78634

Susan J. Davis
Susan J. Davis

Date: 6/28/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell (Jul 13, 2022 08:08 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Jul 13, 2022

EXHIBIT "A"

County: Williamson
Parcel No.: 31
Tax ID: R021371
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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June 30, 2022

PROPERTY DESCRIPTION FOR PARCEL 31

DESCRIPTION OF A 3.564 ACRE (155,267 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SURVEY NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 20.92 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BLAND B. DAVIS, JR. AND SUSAN J. DAVIS, HUSBAND AND WIFE, RECORDED OCTOBER 31, 1996 IN DOCUMENT NO. 9658603, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 3.564 ACRE (155,267 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 1,650.01 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 210+35.47 on the existing north right-of-way line of C.R. 139, a variable width right-of-way, no record information found, for the southeast corner of said 20.92 acre tract, same being the southwest corner of a called 1.00 acre tract of land described in a deed to Delmar L. Hernandez and Marissa M. Galvan-Hernandez, Husband and Wife, recorded in Document No. 2017039201, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE N 07°37'21" E, departing the existing north right-of-way line of said C.R. 139, with the common line of said 1.00 acre tract and said 20.92 acre tract, a distance of 1,462.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,399.67, E=3,175,009.08) set 190.00 feet right of Southeast Loop E.C.S 210+93.60 on the proposed south right-of-way line of Southeast Loop and the west line of a called 9.48 acre tract of land, described in a deed to Manuel Soto and Leticia Jurado Nunez, recorded in Document No. 2020144309, O.P.R.W.C.TX., for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said 9.48 acre tract and said 20.92 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 20.92 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) With said curve to the right, an arc distance of 59.06 feet, through a delta 01°22'22" having a radius of 2,465.00 feet, and a chord that bears N 85°37'26" W, a distance of 59.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 190.00 feet right of Southeast Loop E.C.S 210+39.09, and
- 2) N 84°56'15" W, a distance of 341.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 201.67 feet right of Southeast Loop E.C.S 207+05.87 on the common line of said 20.92 acre tract and of a called 8.116 acre tract of land, described in a deed to Williamson County, Texas, recorded in Document No. 2021164977 O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 31
Tax ID: R021371
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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June 30, 2022

3) **THENCE** N 07°37'27" E, departing the proposed south right-of-way line of said Southeast Loop, with the west line of said 20.92 acre tract, passing at a distance of 21.32 feet a 1/2-inch iron rod found, for the northeast corner of said 8.116 acre tract, same being the southeast corner of a called 8.114 acre tract of land, described in a deed to Jacaruso Holdings, LLC, recorded in Document No. 2017078585, O.P.R.W.C.TX., and continuing for a total distance of 359.50 feet to a 1/2-inch iron rod found, for the northeast corner of said 8.114 acre tract, same being the southeast corner of a called 16.747 acre tract of land, described in a deed to Simon Homes, Inc., a Texas Corporation, recorded in Document No. 2021078546, O.P.R.W.C.TX;

4) **THENCE** N 07°34'43" E, with the common line of said 16.747 acre tract and said 20.92 acre tract, a distance of 38.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 196.27 feet left of Southeast Loop E.C.S 207+07.71 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said 16.747 acre tract and said 20.92 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 20.92 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, an arc distance of 243.87 feet, through a delta 01°29'30", having a radius of 9,366.50 feet, and a chord that bears S 81°59'43" E, a distance of 243.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 193.50 feet left of Southeast Loop E.C.S 209+51.88, said point being the beginning of a curve to the left, and
- 6) With said curve to the left, an arc distance of 156.04 feet, through a delta 04°17'43", having a radius of 2,081.50 feet, and a chord that bears S 84°53'19" E, a distance of 156.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 193.50 feet left of Southeast Loop E.C.S 211+22.43 on the common line of said 20.92 acre tract and said 9.48 acre tract, for the northeast corner of the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 31
Tax ID: R021371
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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June 30, 2022

7) **THENCE** S 07°37'21" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 9.48 acre tract and said 20.92 acre tract, a distance of 384.57 feet to the **POINT OF BEGINNING**, and containing 3.564 acres (155,267 sq. ft.) of land, more or less.

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

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.


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

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

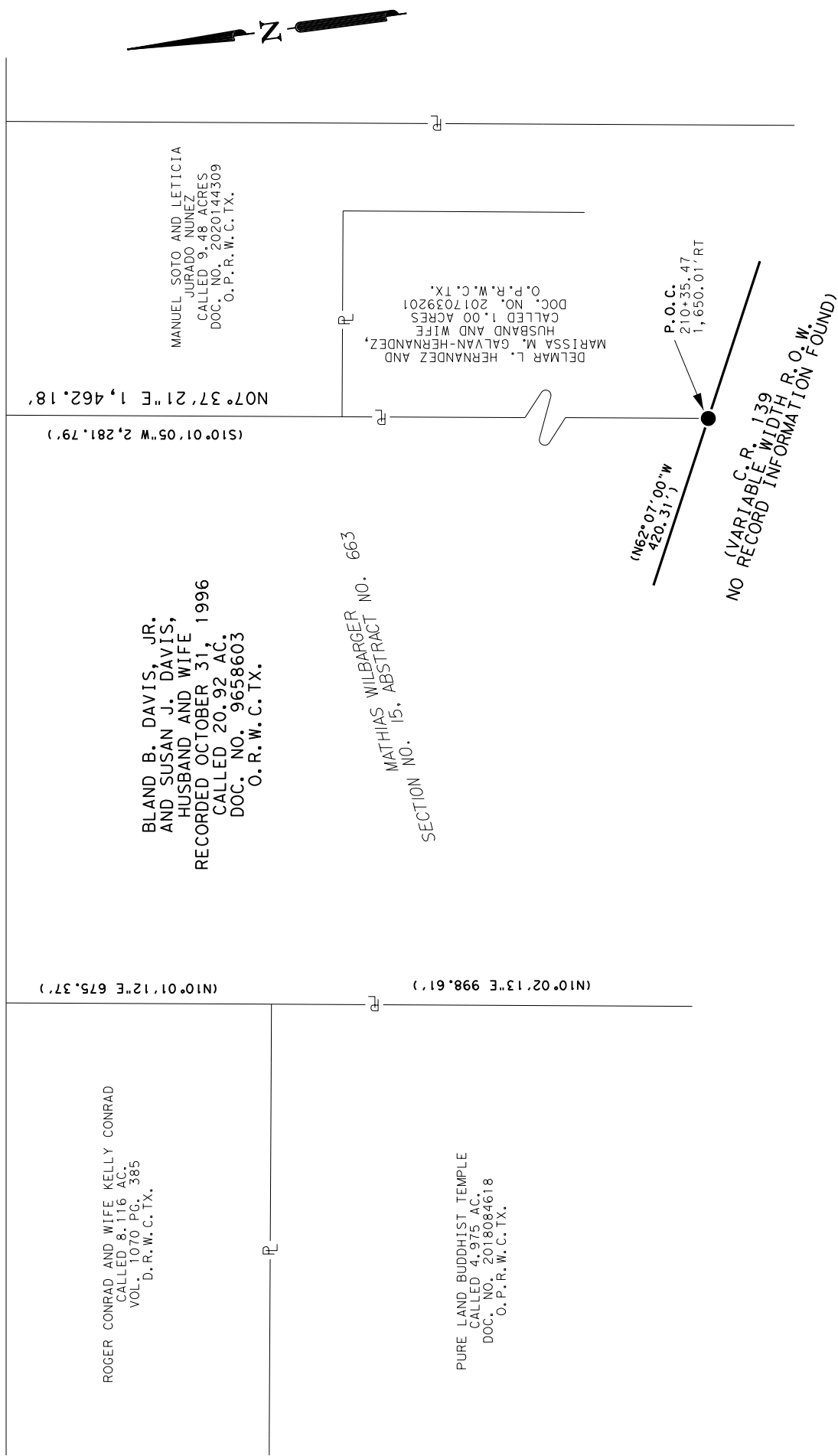
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

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

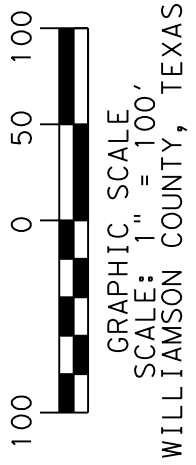



6/30/22

Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

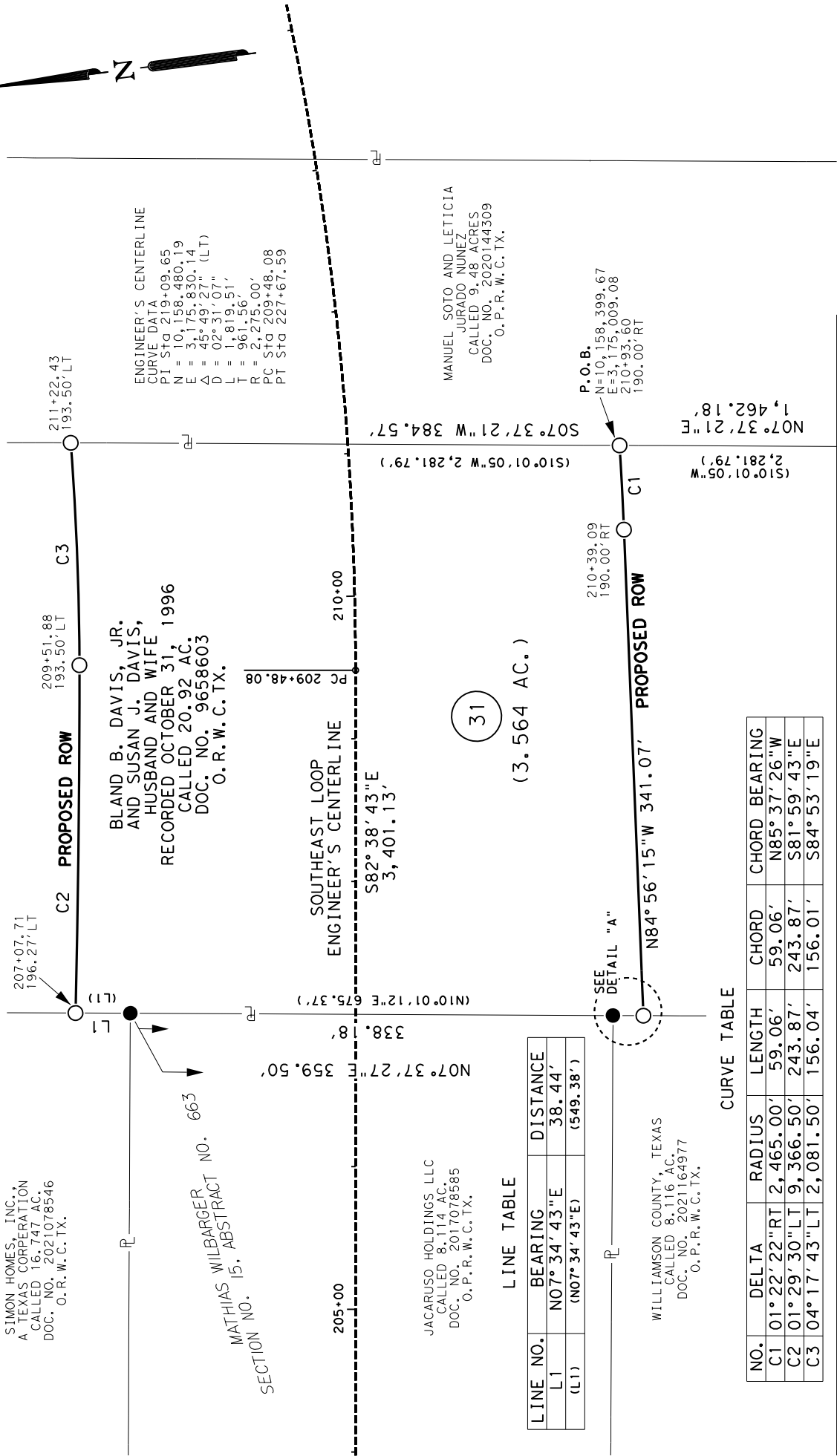


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EXISTING	20.920 AC.	ACQUIRE	3.564 AC.	REMAINING	4.615 AC.	LEFT	REMAINING	12.741 AC.	RIGHT
SAI TM					RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BLAND B. DAVIS, JR. AND SUSAN J. DAVIS TAX ID: R021371 PARCEL 31				3.564 AC. (155,267 SQ. FT.)
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 FAX: (512) 326-3029 Texas Firm Registration No. 10064300									

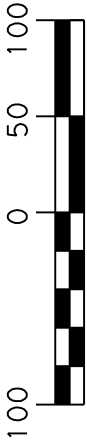
EXHIBIT "A"



LINE NO.	BEARING	DISTANCE
L1	N07°34'43"E	38.44'
(L1)	(N07°34'43"E)	(549.38')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°22'22"RT	2,465.00'	59.06'	59.06'	N85°37'26"W
C2	01°29'30"LT	9,366.50'	243.87'	243.87'	S81°59'43"E
C3	04°17'43"LT	2,081.50'	156.04'	156.01'	S84°53'19"E



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

MATCH LINE 4 OF 7

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PAGE 5 OF 7
REF. FIELD NOTE NO. 49089

EXISTING	20.920 AC.	ACQUIRE	3.564 AC.	REMAINING	4.615 AC.	LEFT
				REMAINING	12.741 AC.	RIGHT
				RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BLAND B. DAVIS, JR. AND SUSAN J. DAVIS TAX ID: R021371 PARCEL 31 3.564 AC. (155,267 SQ. FT.)		

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-161462, ISSUED BY TITLE RESOURCES GUARANTY COMPANY.

COMPLAINT,
EFFECTIVE DATE APRIL 1, 2022, AND ISSUED DATE APRIL 11, 2022.

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

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 348, PAGE 383, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. FLOOD WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF WILLIAMSON AND MILAM COUNTIES, AS DESCRIBED IN VOLUME 423, PAGE 693, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNLARGE TO PLOT MAY AFFECT)

3. ROAD EASEMENT, AS DESCRIBED IN VOLUME 424, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT. MAY AFFECT)

4. PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY, AS DESCRIBED IN VOLUME 476, PAGE 263, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 928, PAGE 701, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, (UNABLE TO PLOT, MAY AFFECT)

5. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION, AS DESCRIBED IN VOLUME 600, PAGE 204, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

7. WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION, AS DESCRIBED IN VOLUME 600, PAGE 206, DEED RECORD 198-1000, COUNTY OF WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT AFFECT)

8. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND CENTRAL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 705, PAGE 844, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND CENTRAL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 705, PAGE 846, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

10. PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 718, PAGE 25, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT. UNABLE TO PLOT. MAY AFFECT)

11. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 801, PAGE 257, DEED RECORDS. WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT. MAY AFFECT)

12. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 858, PAGE 7, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9H - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019073609, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (SUBJECT TO IF APPLICABLE)

14. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: RECORDED: VOLUME 845, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

15. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

16. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

17. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)


18. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

19. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND 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 MINERAL INTEREST THAT ARE NOT LISTED.

20. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

21. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

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REF. FIELD NOTE NO. 49089
PAGE 6 OF 7

EXISTING	20.920 AC.	ACQUIRE	3.564 AC.	REMAINING	4.615 AC.	LEFT
 <p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</p>				<p>RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BLAND B. DAVIS, JR. AND SUSAN J. DAVIS TAX ID: R021371 PARCEL 31</p>		
				REMAINING	12.741 AC.	RIGHT
				<p>3.564 AC. (155,267 SQ. FT.)</p>		

PRELIMINARY
SUBJECT TO CHANGE

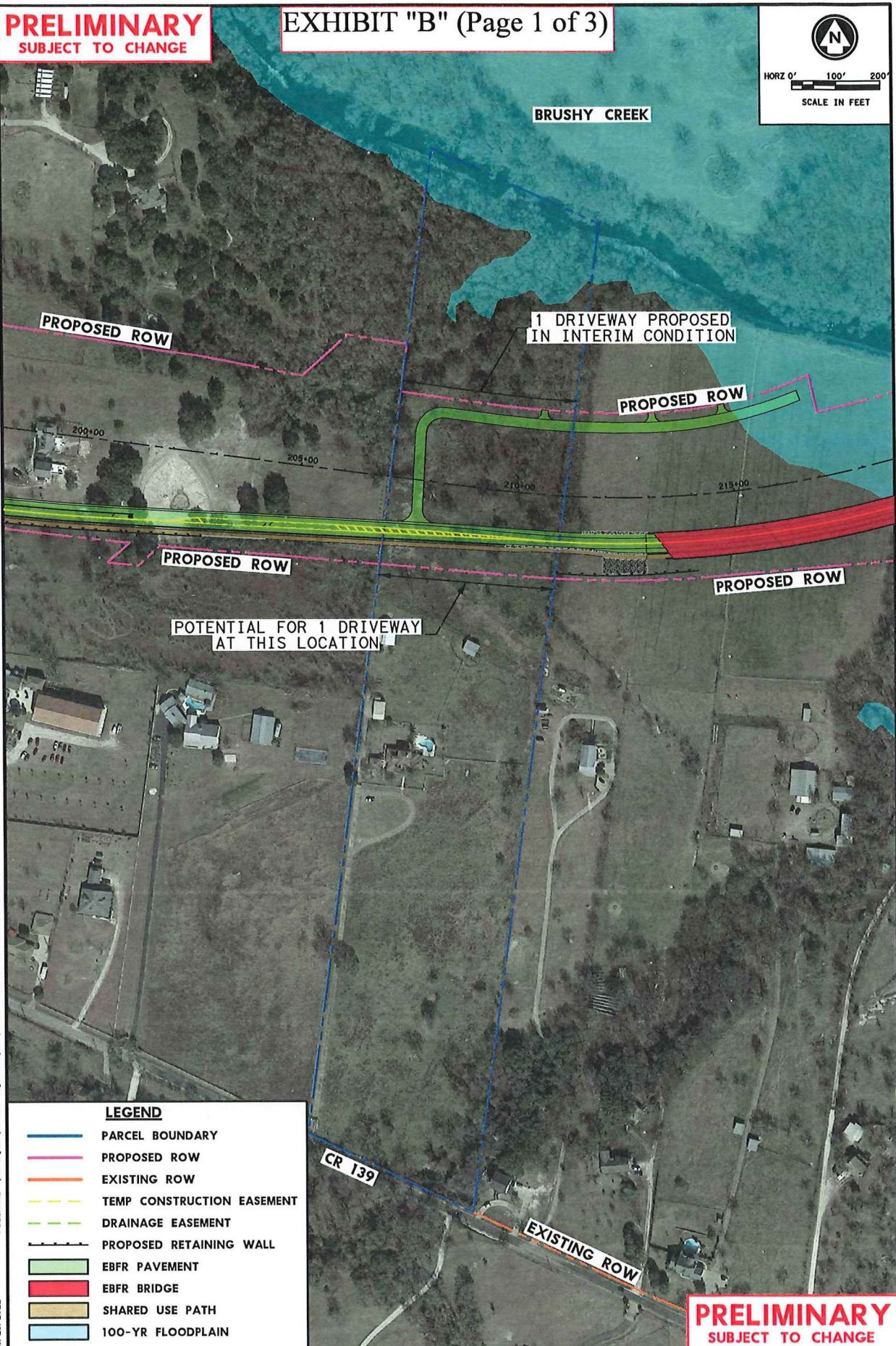
EXHIBIT "B" (Page 1 of 3)



HORIZ 0' 100' 200'
SCALE IN FEET

FILENAME: p:\jmt-pw-bentley.com\jmt-pw-01\Documents\Projects\2016\16-1813-005\Des\gnv4 - Des\gnv4\Parcel 31\SELOOPPH2\PARCEL31-INTERIM.dgn

DRAWING DATE: 6/23/2022



LEGEND

- PARCEL BOUNDARY
- PROPOSED ROW
- EXISTING ROW
- TEMP CONSTRUCTION EASEMENT
- DRAINAGE EASEMENT
- PROPOSED RETAINING WALL
- EBFR PAVEMENT
- EBFR BRIDGE
- SHARED USE PATH
- 100-YR FLOODPLAIN

PRELIMINARY
SUBJECT TO CHANGE



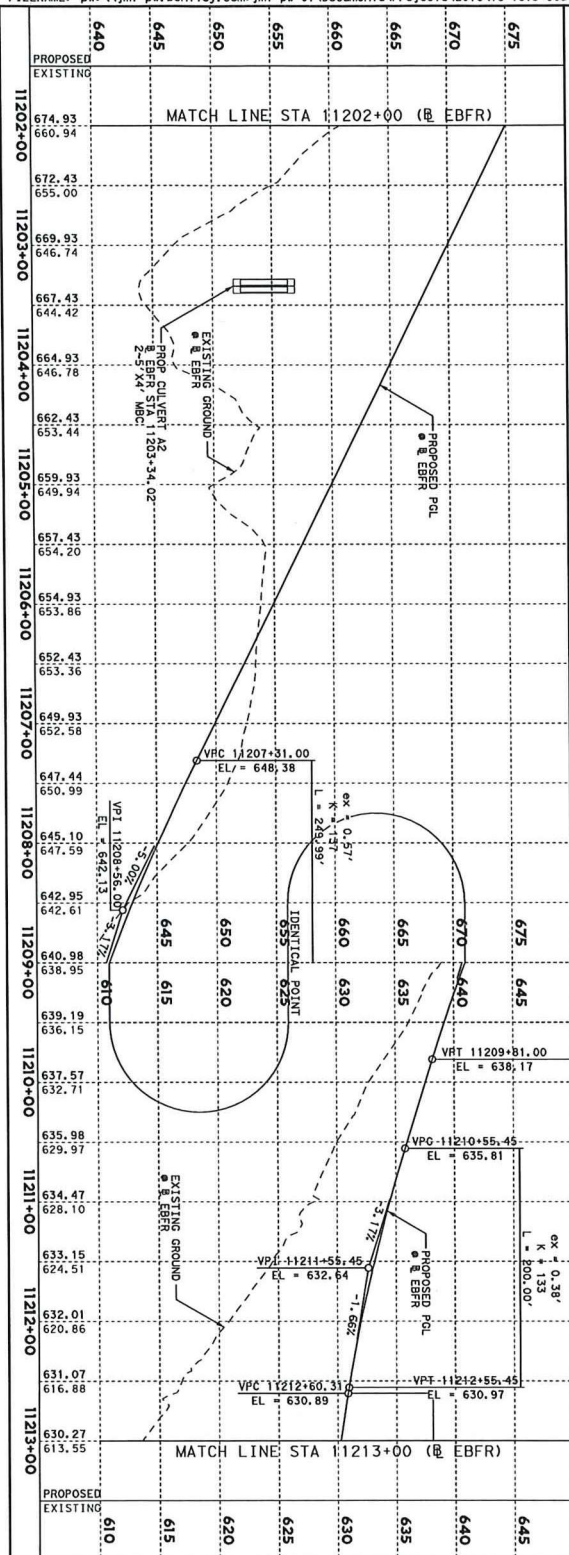
SOUTHEAST LOOP ROUTE
DAVIS, BLAND B JR
& SUSAN J
R021371

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
JMT.
TYPE FIRM REG. NO. F-16341
ENGINEER: MICHAEL CURT
P.E. NO. 126986 DATE: 6/23/2022

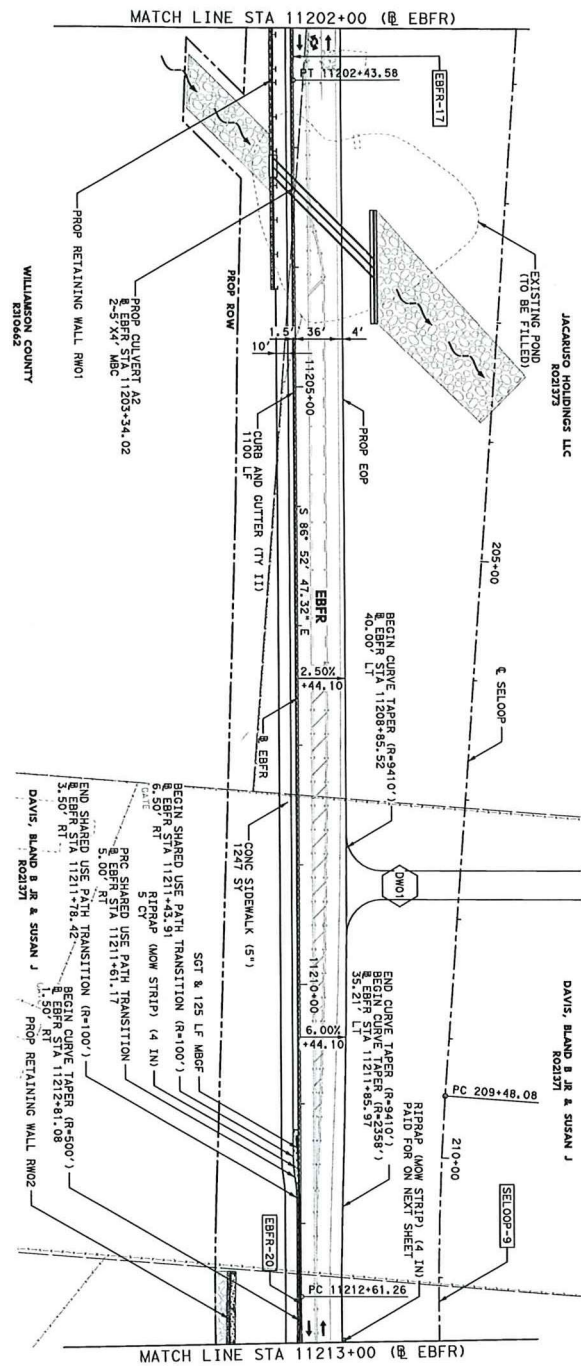
EXHIBIT "B" (Page 2 of 3)

100% SUBMITTAL

DRAWING DATE: 2/27/2022
 FILENAME: pw-jmt-pw-bentley.com-jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Plan Set\3. Roadway\Plan Sheets\SELOOP_SEG2_PHI_S_RD_PP-02.dgn



SOUTHEAST LOOP SEGMENT 2 PHASE 1 EASTBOURNE FRONTAGE ROAD ROADWAY PLAN & PROFILE	
STA 11202+00 TO STA 11213+00	
SCALE: 1" = 100'	
DATE: 2/27/2022	
DESIGNED BY: JMT	CHECKED BY: JMT
DRAWN BY: JMT	DATE: 2/27/2022
STATE: TEXAS	COUNTY: WILLIAMSON
SECTION: 208	SHEET: 157

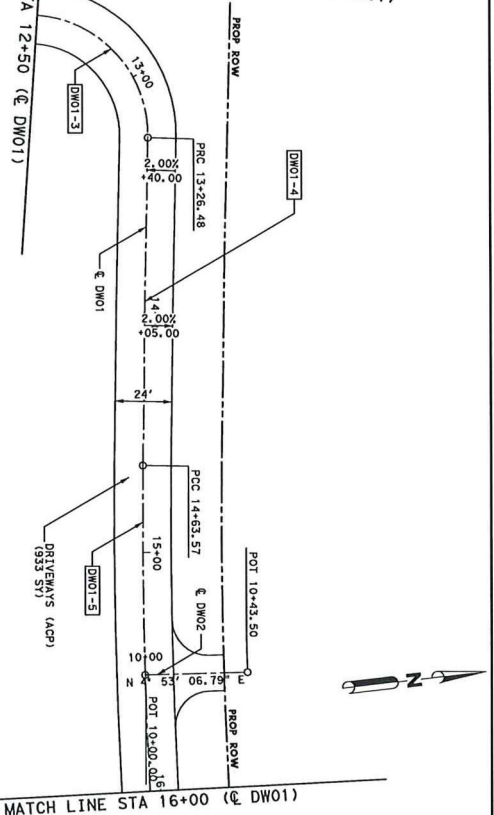
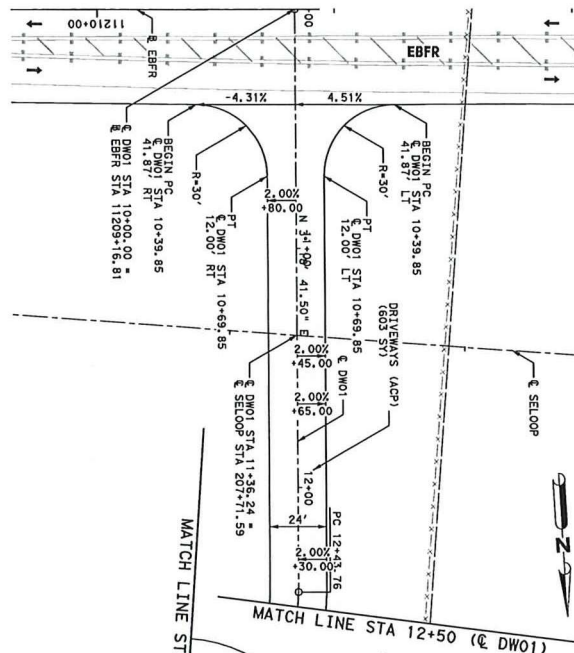
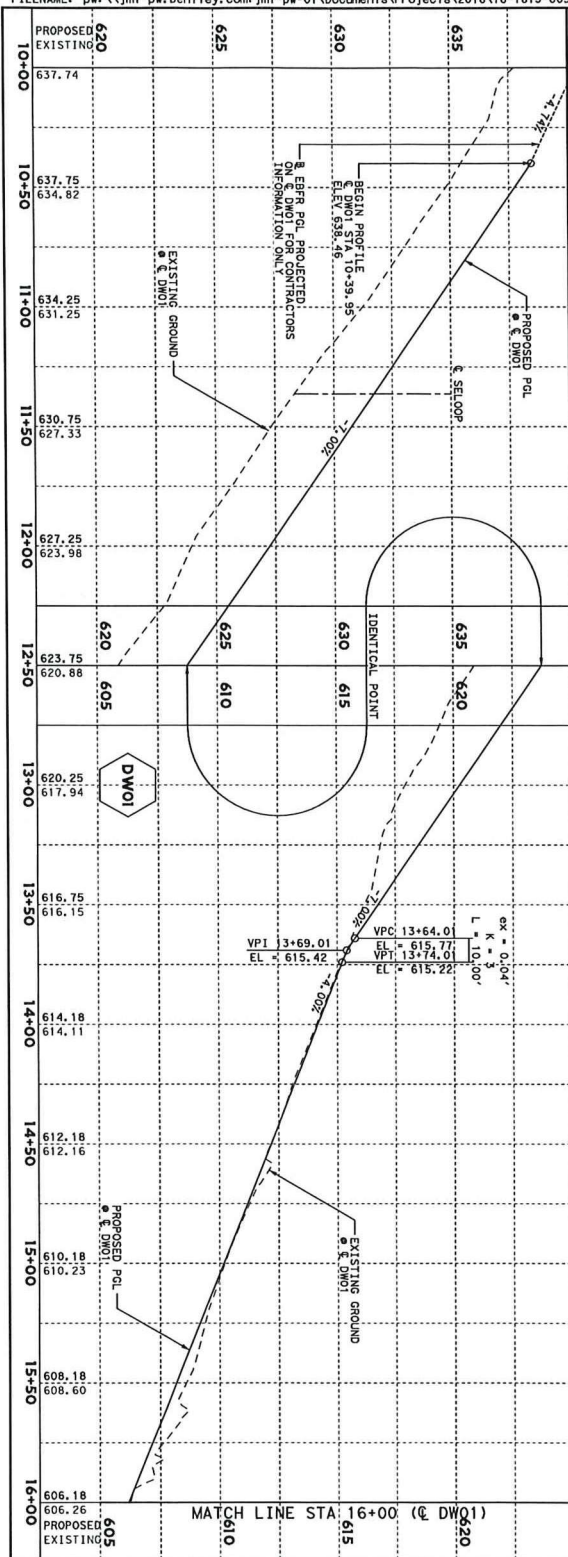


- NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 3. REFER TO SUPPLEMENTAL INFORMATION SHEET FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 4. REFER TO ADDITIONAL INFORMATION SHEETS FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 5. REFER TO RETAINING WALL LAYOUTS, REMOVAL LAYOUTS, BORE LAYOUTS, UTILITY LAYOUTS, AND INFORMATION SHEETS FOR ADDITIONAL INFORMATION.
 6. PRIOR TO CONSTRUCTION.
- LEGEND:**
- XXXXX-X CURVE ID LABEL
 - 2" OVERLAY
 - EXISTING LANE
 - PROPOSED LANE
 - PROPOSED RETAINING WALL
 - EXISTING ROW
 - PROPOSED ROW
- HORIZ: 0" = 25' 50' 100'
 VERT: 0" = 5' 10'
 SCALE: 1" = 100'

EXHIBIT "B" (Page 3 of 3)

100% SUBMITTAL

DRAWING DATE: 2/27/2022
 FILENAME: pw\\jmt-pw.bentley.com\\jmt-pw-01\\Documents\\Projects\\2016\\16-1813-005\\Design\\4 - Design\\Plan Set\\3. Roadway\\Driveway P&P Sheets\\SELOOP_SEG2_PH1_S-RO_PP-DW_01.dgn



SOUTH EAST LOOP SEGMENT 2 PHASE 1		DRIVEWAY LOOP & PROFILE	
BEGIN TO STA 16+00		SHEET 1 OF 19	
DATE	2/27/2022	DESIGNER	JMT
CHECKED	WILLIAMSON	STATE	TEXAS
DESIGN	WILLIAMSON	COUNTY	WILLIAMSON
SECTION	208	JOB	208



2/27/2022

- NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.
 2. TYPICAL WIDTH OF SUP IS 10' UNLESS NOTED OTHERWISE.
 3. REFER TO HORIZONTAL ALIGNMENT DATA FOR CURVE DATA AND ALIGNMENT INFORMATION.
 4. REFER TO SUPERELEVATION TRANSITION ON CROSS SLOPES ADDITIONAL INFORMATION ON SEE FRONTAGE ROAD, CROSS STREET, AND DRAINAGE PLAN AND PROFILE SHEETS FOR PAYMENT AND ADDITIONAL INFORMATION.
 5. SEE CURB TRANSITION DETAIL ON MISC. ROADWAY DETAILS SHEET. APPLY THIS DETAIL AT ALL DRIVEWAY RADIUS WITH CURB.

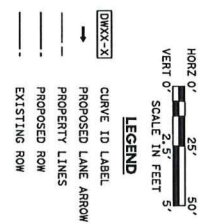


EXHIBIT "C"

Parcel 31

DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 **BLAND B. DAVIS, JR. and SUSAN J. 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 3.564 acre (155,267 square foot) tract of land in the Mathias Wilbarger Survey, Abstract No. 15, Abstract No. 663, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**).

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 of Southeast Loop.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature page follows]

GRANTOR:

Bland B. Davis, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bland B. Davis, Jr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Susan J. Davis

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____,
2022 by Susan J. Davis, 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: