

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MANUEL SOTO SOTO AND LETICIA JURADO NUNEZ** (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 1.771-acre (77,135 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 30**);

All of that certain 1.805-acre (78,612 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 "B", attached hereto and incorporated herein (**Parcel 30R**);

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 FOUR HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED FORTY-FIVE and 00/100 Dollars (\$456,545.00).

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 Texas National Title Company on or before August 31 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:

Manuel Soto Soto dotloop verified
07/27/22 10:37 PM CDT
JMjF-WYNX-QINX-TQTA

Manuel Soto Soto

Date: _____

Address: _____

Leticia Jurado Nunez dotloop verified
07/27/22 10:45 PM CDT
VPjB-T8KM-WEWS-SLBO

Leticia Jurado Nunez

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: *Bill Gravell Jr.*
Bill Gravell (Aug 3, 2022 08:21 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Aug 3, 2022

EXHIBIT "A"

County: Williamson
Parcel No.: 30
Tax ID: R021368
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 4
April 20, 2022

PROPERTY DESCRIPTION FOR PARCEL 30

DESCRIPTION OF A 1.771 ACRE (77,135 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 9.48 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANUEL SOTO AND LETICIA JURADO NUNEZ, RECORDED NOVEMBER 13, 2020 IN DOCUMENT NUMBER 2020144309, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.771 ACRE (77,135 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 5/8-inch iron rod found 1,727.84 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 211+47.30 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southeast corner of said 9.48 acre tract, and being the southwest corner of a called 10.483 acre tract of land described in a deed to Bryan A. Gentry, Trustee of the Bryan A. Gentry Living Trust, recorded in Document Number 2005027380, O.P.R.W.C.TX.;

THENCE N 07°37'21" E, with the common line of said 10.483 acre tract and said 9.48 acre tract, a distance of 1,548.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,394.92, E=3,175,209.86) set 190.00 feet right of Southeast Loop E.C.S 212+79.01 on the proposed south right-of-way line of Southeast Loop, for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, being on a curve to the right;

1) **THENCE** along said curve to the right, departing the common line of said 10.483 acre tract and said 9.48 acre tract, with the proposed south right-of-way line of Southeast Loop, over and across said 9.48 acre tract, having a radius of 2,465.00 feet, through a central angle of 04°40'10", an arc length of 200.89 feet, and a chord which bears N 88°38'42" W, a distance of 200.84 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+93.60, being on the west line of said 9.48 acre tract and the east line 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, and recorded in Document Number 9658603, Official Records of Williamson County, Texas (O.R.W.C.TX.), being the southwest corner of the parcel described herein;

2) **THENCE** N 07°37'21" E, departing the proposed south right-of-way line of Southeast Loop, with the common line of said 20.92 acre tract and said 9.48 acre tract, a distance of 384.57 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, being on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein, being on a curve to the left;

THENCE with the proposed north right-of-way line of Southeast Loop, over and across said 9.48 acre tract, the following two (2) courses and distances numbered 3 – 4:

3) along said curve to the left, having a radius of 2,081.50 feet, through a central angle of 04°38'56", an arc length of 168.89 feet, and a chord which bears S 89°21'39" E, a distance of 168.85 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. 213+07.03, being on a curve to the left, and

EXHIBIT "A"

County: Williamson
Parcel No.: 30
Tax ID: R021368
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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April 20, 2022

- 4) along said curve to the left, having a radius of 968.50 feet, through a central angle of 01°55'36", an arc length of 32.57 feet, and a chord which bears N 87°21'05" E, a distance of 32.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 193.79 feet right of Southeast Loop E.C.S 213+42.62, being on the common line of said 10.483 acre tract and said 9.48 acre tract, for the northeast corner of the parcel described herein;
- 5) **THENCE** S 07°37'21" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 10.483 acre tract and said 9.48 acre tract, a distance of 388.98 feet to the **POINT OF BEGINNING**, and containing 1.771 acres (77,135 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

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

ENGINEER'S CENTERLINE
 CURVE DATA
 PI Sta 219+09.65
 N = 10,158,480.19
 E = 3,175,830.14
 Δ = 45°49'27" (LT)
 D = 02°31'07"
 L = 1,819.51'
 T = 961.56'
 R = 2,275.00'
 PC Sta 209+48.08
 PT Sta 227+67.59

MATHIAS WILBARGER SURVEY 663
 SECTION NO. 15, ABSTRACT NO.

SOUTHEAST LOOP
 ENGINEER'S CENTERLINE
 S82°38'43"E
 3,401.13
 210+00
 PC 209+48.08

BLAND B. DAVIS, JR.
 AND SUSAN J. DAVIS,
 HUSBAND AND WIFE
 CALLED 20.92 AC.
 DOC. NO. 9658603
 O. R. W. C. TX.

MANUEL SOTO AND
 LETICIA JURADO NUNEZ
 CALLED 9.48 ACRES
 RECORDED NOVEMBER 13, 2020
 DOC. NO. 2020144309
 O. P. R. W. C. TX.

PEGGY L. PETERSON
 CALLED 19.681 AC.
 DOC. NO. 2000073754
 O. P. R. W. C. TX.

BRYAN A. GENTRY,
 TRUSTEE OF THE
 BRYAN A. GENTRY
 LIVING TRUST
 CALLED 10.483 AC.
 DOC. NO. 2005027380
 O. P. R. W. C. TX.

P.O.B.
 N=10,158,394.92
 E=3,175,209.86
 212+79.01
 190.00' RT

P.O.C.
 5/8" IRON ROD
 211+47.30
 1,727.84' RT
 C.R. 139
 (VARIABLE WIDTH R.O.W.)
 (NO RECORD INFORMATION FOUND)



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

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\29\PLAT\02P-30.dgn

EXISTING	9.48 AC.	ACQUIRE	1.771 AC.	REMAINING	1.816 AC.	LEFT
				REMAINING	5.893 AC.	RIGHT
RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF MANUEL SOTO AND LETICIA JURADO NUNEZ TAX ID: R021368 PARCEL 30 1.771 AC. (77,135 SQ. FT.)						

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

SAM

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"

●

1/2" IRON ROD FOUND UNLESS NOTED

◊

FENCE POST (TYPE NOTED)

■

TYPE I CONCRETE MONUMENT FOUND

◻

TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND

⊙

1/2" IRON PIPE FOUND UNLESS NOTED

▲

80D NAIL FOUND

⊕

MAGNAIL FOUND

⊗

SPINDLE FOUND

✕

RAILROAD TIE

△

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

D.R.W.C.TX.

DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS

O.R.W.C.TX.

OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.TX.

OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS

DISTANCE NOT TO SCALE

DEED LINE (COMMON OWNERSHIP)
- 1

NOTES:
1.

ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 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 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.

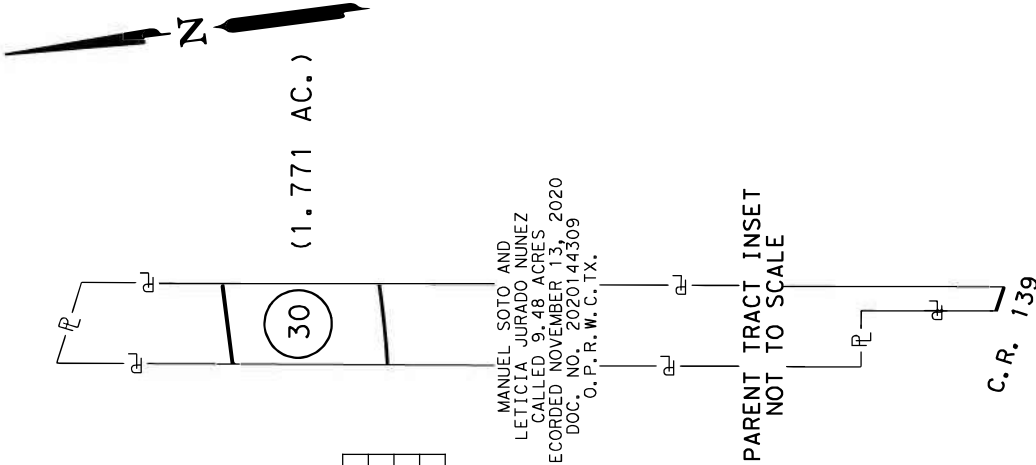
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3.

SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4.

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

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 40' 10" RT	2,465.00'	200.89'	200.84'	N88° 38' 42" W
C2	04° 38' 56" LT	2,081.50'	168.89'	168.85'	S89° 21' 39" E
C3	01° 55' 36" LT	968.50'	32.57'	32.56'	N87° 21' 05" E



MANUEL SOTO AND
LETICIA JURADO NUNEZ
CALLED 9.48 ACRES
RECORDED NOVEMBER 13, 2020
DOC. NO. 2020144309
O. P. R. W. C. TX.

PARENT TRACT INSET
NOT TO SCALE

C. R. 139

EXISTING	9.48 AC.	ACQUIRE	1.771 AC.	REMAINING	1.816 AC.	LEFT
				REMAINING	5.893 AC.	RIGHT
				RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF MANUEL SOTO AND LETICIA JURADO NUNEZ TAX ID: R021368 PARCEL 30 1.771 AC. (77,135 SQ. FT.)		



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

DATE

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

EXHIBIT "B"

County: Williamson
Parcel No.: 30R
Tax ID: R021368
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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July 22, 2022

PROPERTY DESCRIPTION FOR PARCEL 30R

DESCRIPTION OF A 1.805 ACRE (78,612 SQ. FT.) REMAINDER TRACT OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 9.48 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANUEL SOTO AND LETICIA JURADO NUNEZ, RECORDED NOVEMBER 13, 2020 IN DOCUMENT NO. 2020144309, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.805 ACRE (78,612 SQ. FT.) REMAINDER TRACT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 1,727.84 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 211+47.30 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southeast corner of said 9.48 acre tract, and being the southwest corner of a called 10.483 acre tract of land described in a deed to Bryan A. Gentry, Trustee of the Bryan A. Gentry Living Trust, recorded in Document No. 2005027380, O.P.R.W.C.TX.;

THENCE N 07°37'21" E, with the common line of said 10.483 acre tract and said 9.48 acre tract, a distance of 1,937.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,780.47, E=3,175,261.46) set 193.79 feet right of Southeast Loop E.C.S 213+42.62 on the proposed north right-of-way line of Southeast Loop, for the southeast corner and the **POINT OF BEGINNING** of the remainder tract described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said 10.483 acre tract and said 9.48 acre tract, with the proposed north right-of-way line of Southeast Loop, over and across said 9.48 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) With said curve to the right, having a radius of 968.50 feet, through a delta of 01°55'36", an arc length of 32.57 feet, and a chord which bears S 87°21'05" W, a distance of 32.56 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 193.50 feet right of Southeast Loop E.C.S 213+07.03, said point being the beginning of a curve to the right, and
- 2) With said curve to the right, having a radius of 2,081.50 feet, through a delta of 04°38'56", an arc length of 168.89 feet, and a chord which bears N 89°21'39" W, a distance of 168.85 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 9.48 acre tract and 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, and recorded in Document No. 9658603, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southwest corner of the remainder tract described herein;

3) **THENCE** N 07°37'21" E, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 20.92 acre tract and said 9.48 acre tract, a distance of 435.21 feet to a calculated point in the approximate center of Brushy Creek, for the northeast corner of said 20.92 acre tract, same being the northwest corner of said 9.48 acre tract and of the remainder tract described herein;

Page 2 of 4
July 22, 2022

5) **THENCE S 07°37'21" W**, departing the approximate center of Brushy Creek, with the common line of said 10.483 acre tract and said 9.48 acre tract, a distance of 348.80 feet to the **POINT OF BEGINNING**, and containing 1.805 acres (78,612 sq. ft.) of land, more or less.

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

EXHIBIT "A"

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 219+09.65
N = 10, 158, 480.19
E = 3, 175, 830.14
Δ = 45° 49' 27" (LT)
D = 02° 31' 07"
L = 1, 819.51'
T = 961.56'
R = 2, 275.00'
PC Sta 209+48.08
PT Sta 227+67.59

MATHIAS WILBARGER SURVEY 663
SECTION NO. 15, ABSTRACT NO.

PC 209+48.08 S82° 38' 43" E 3,401.13
ENGINEER'S CENTERLINE
SOUTHEAST LOOP

(NO RECORD INFORMATION FOUND)
C.R. 139
(VARIABLE WIDTH R.O.W.)
EXISTING ROW

P.O.C.
5/8"
215+47.30
1,727.84 RT

BRYAN A. GENTRY,
TRUSTEE OF THE
BRYAN A. GENTRY
LIVING TRUST
CALLED 10.483 AC.
DOC. NO. 2005027380
O.P.R.W.C.TX.

211+22.43
193.50' LT

PROPOSED ROW
C2

**213+07.03
193.50' LT

(S10° 00' 00" W 2,282.14')
N07° 37' 21" E
1,937.54'

P.O.B.
N=10, 158, 780.47
E=3, 175, 261.46
213+42.62
193.79' LT

S07° 37' 21" W
348.80'

30-R (1.805 AC.)

MANUEL SOTO AND
LETICIA JURADO NUNEZ
CALLED 9.48 ACRES
RECORDED NOVEMBER 13, 2020
DOC. NO. 2020144309
O.P.R.W.C.TX.

N07° 37' 21" E
435.21'
(N10° 00' 07" E 1,997.32')

FENCE

FENCE

FENCE

WATER

S65° 37' 39" E
208.48'
(S61° 01' 37" W 211.38')

BRUSHY CREEK

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 55' 36" RT	968.50'	32.57'	32.56'	S87° 21' 05" W
C2	04° 38' 56" RT	2,081.50'	168.89'	168.85'	N89° 21' 39" W



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

PAGE 3 OF 4
REF. FIELD NOTE NO. 49363
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\30\PLAT\01\REMAINDER\30-R1.dgn

EXISTING	9.48 AC.	ACQUIRE	0.000 AC.	REMAINING	9.48 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MANUEL SOTO AND
LETICIA JURADO NUNEZ
TAX ID: R021368
PARCEL 30 REMAINDER
1.805 AC. (78,612 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ 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
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

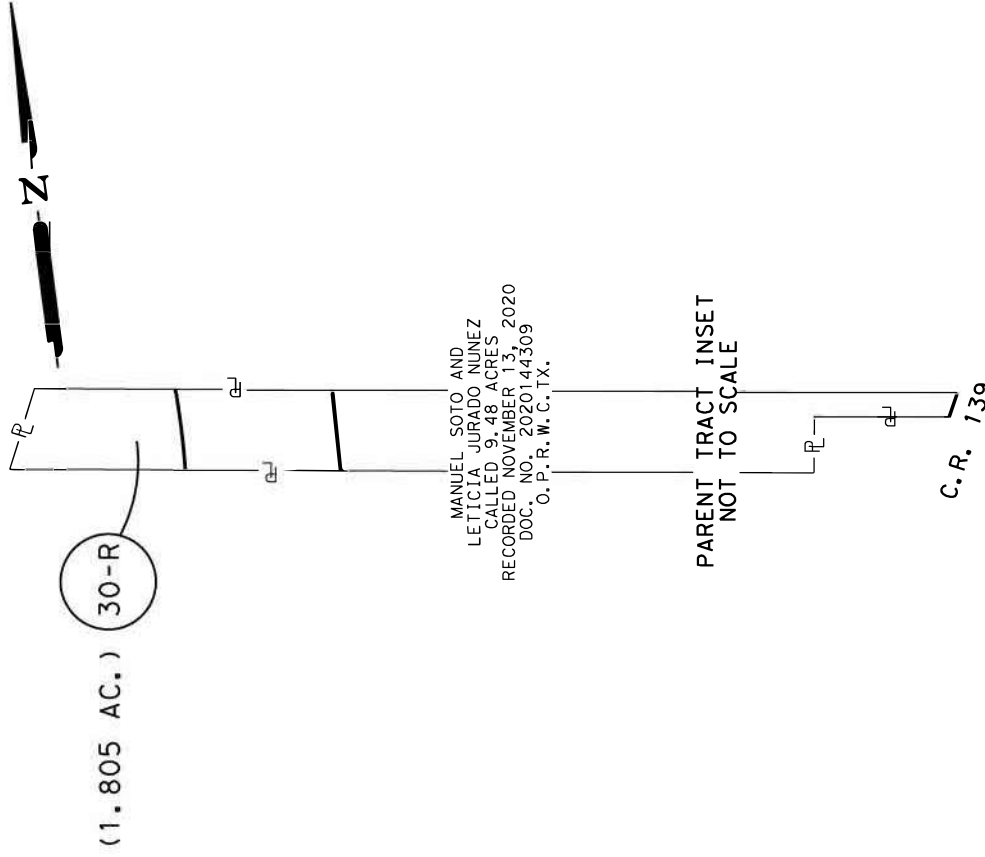
NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 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 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSTON, MIRIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- **UNABLE TO SET AT 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 LAND 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.

Preliminary

07/22/2022 9:21:04 AM

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



PAGE 4 OF 4
REF. FIELD NOTE NO. 49363
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\30\PLAT\01\REMAINDER\P-30-R1.dgn

EXISTING	9.48 AC.	ACQUIRE	0.000 AC.	REMAINING	9.48 AC. RIGHT
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300 SAM					
RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF MANUEL SOTO AND LETICIA JURADO NUNEZ TAX ID: R021368 PARCEL 30 REMAINDER 1.805 AC. (78,612 SQ. FT.)					

Exhibit "C"

Parcel 30_

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 **MANUEL SOTO SOTO AND LETICIA JURADO NUNEZ** 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 1.771-acre (77,135 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 30)**;

All of that certain 1.805-acre (78,612 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 "B", attached hereto and incorporated herein **(Parcel 30R)**;

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:

MANUEL SOTO SOTO

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

GRANTOR:

LETICIA JURADO NUNEZ

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by LETICIA JURADO NUNEZ 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: