

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-047

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN
WILLIAMSON COUNTY FOR THE 183A PHASE III PROJECT
(PARCEL 4)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (“Mobility Authority”) hereby finds and determines that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of a right of way parcel, further described by metes and bounds in Exhibit A to this Resolution (the “Property”), owned by **LEANDER DEVELOPERS 4, LTD.** (the “Owner”), located at 450 North US Hwy 183 in Williamson County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 183A Phase III Project (the “Project”), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Property has been submitted to the Mobility Authority, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, after additional negotiation the Owner has agreed to sell the Property to the Mobility Authority for a proposed purchase amount of \$45,000.00; and

WHEREAS, the Owner has executed a Real Estate Contract (“Contract”) setting out the terms of Purchase for the Property in the recommended amount, which Contract is attached hereto as Exhibit B to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is specifically authorized to execute the Contract, and any other documents reasonably necessary to complete the closing of the transaction to acquire the Property as set out herein.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 2020.

Submitted and reviewed by:

Approved:



Geoffrey Petrov, General Counsel



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 1 of 5
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

Description of 0.1638 of one acre (7,136 square feet) of land out of the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas, same being a portion of that tract of land described as 37.549 acres (Tract One) conveyed to Leander Developers 4, LTD. by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas; said 0.1638 of one acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pipe found in the north line of said 37.549 acre Leander Developers 4 tract, being at the southwest corner of that tract described as 12.73 acres conveyed to David Stanton Morgan by deed, as recorded in Document No. 2007057967, Official Public Records, Williamson County, Texas, and the southeast corner of that tract described as 38.7425 acres conveyed to Klatt Properties, LP by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas;

THENCE, with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°13'51"W 687.49 feet to a 1/2" iron rod found at an angle point;

THENCE, continuing with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°10'18"W 330.82 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183 at the beginning of an Access Denial Line, 203.62 feet left of Engineer's Baseline Station 57+03.74, at the northeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,213,775.98 E=3,068,811.79;

- 1) THENCE, with the east line of this parcel and the proposed east right-of-way line of U.S. Highway 183, along this Access Denial Line, crossing said 37.549 acre Leander Developers 4 tract, with a curve to the left, whose intersection angle is **04°21'53"**, radius is **4,800.00 feet**, an arc distance of **365.67 feet**, the chord of which bears **S13°38'04"E 365.58 feet** to a 5/8" iron rod with TxDOT aluminum cap stamped "ADL set** at the end of this Access Denial Line, at the south corner of this parcel, being in the west line of said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183 (varying width), 197.73 feet left of Engineer's Baseline Station 60+81.15;

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September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

- 2) THENCE, with the west line of this parcel and said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183, **N20°33'07"W 362.70 feet** to a 1/2" iron pipe found at the northwest corner of this parcel and said 37.549 acre Leander Developers 4 tract and the southwest corner of said 38.7425 acre Klatt Properties tract;
- 3) THENCE, with the north line of this parcel and said 37.549 acre Leander Developers tract and the south line of said 38.7425 acre Klatt Properties tract, **N69°10'18"E 44.03 feet** to the POINT OF BEGINNING and containing 0.1638 of one acre, or 7,136 square feet within these metes and bounds, more or less.;

All bearings are based on the Texas Coordinate System, Central Zone, North American Datum of 1983 (1983) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00012.

**The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of this high construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the Access Denial Line to the highway facility from the abutting property.

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September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

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, Chris Conrad, 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 20th day of September, 2019 A.D.

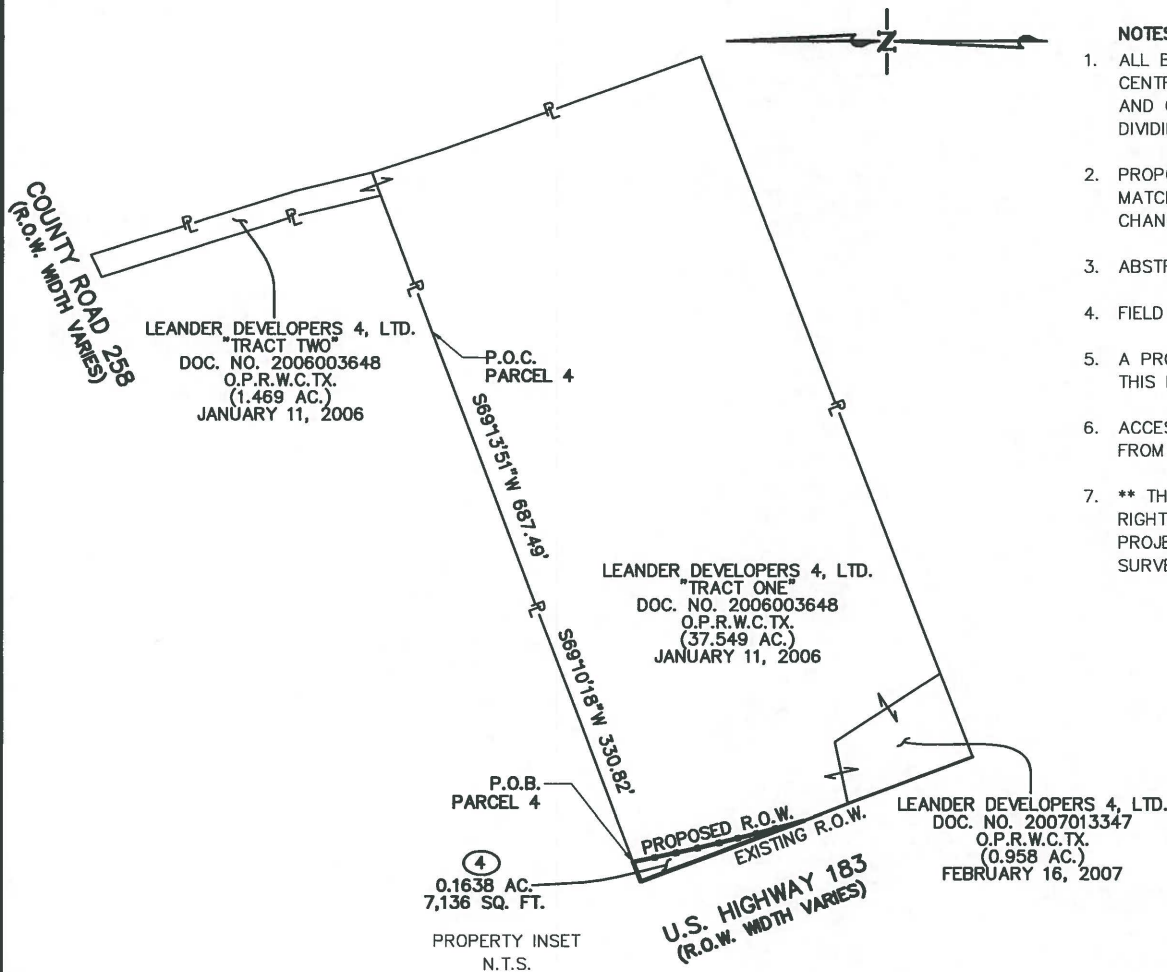
SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623
RTGF~19-041~US 183A/Descriptions/Parcel 4
Issued 08/23/19

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (1993) HARN. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
2. PROPOSED ENGINEER'S BASELINE PROVIDED BY RTG AS OF JUNE 16, 2019 MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
4. FIELD SURVEYING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
6. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.
7. ** THE MONUMENTS DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.



REVISIONS:

RECORD	ACQUISITION	REMAINING LT
39.976 AC. 1,741,355 SQ.FT.	0.1638 AC. 7,136 SQ.FT.	39.8122 AC. 1,734,219 SQ. FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: N.T.S.

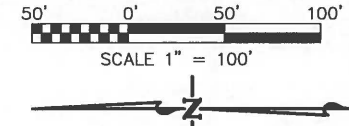
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/20/2019

DAVID STANTON MORGAN
 DOC. NO. 2007057967
 O.P.R.W.C.TX.
 (12.73 AC.)
 JUNE 5, 2007

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



LEANDER DEVELOPERS 4, LTD.
 DOC. NO. 2007013347
 O.P.R.W.C.TX.
 (0.958 AC.)
 FEBRUARY 16, 2007

LEANDER DEVELOPERS 4, LTD.
 "TRACT ONE"
 DOC. NO. 2006003648
 O.P.R.W.C.TX.
 (37.549 AC.)
 JANUARY 11, 2006

KLATT PROPERTIES, LP
 DOC. NO. 2007009843
 O.P.R.W.C.TX.
 (38.7425 AC.)
 JANUARY 31, 2007

P.O.B.
 PARCEL 4
 BEGIN ACCESS DENIAL LINE
 STA. 57+03.74
 203.62' LT
 N = 10,213,775.98
 E = 3,068,811.79

END ACCESS DENIAL LINE
 STA. 60+81.15
 197.73' LT

ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,213,442.81
 PI EASTING = 3,068,653.78
 PI STATION = 59+94.32
 DELTA = 11° 17' 47" (LT)
 DEGREE OF CURVE = 0° 53' 43"
 TANGENT = 632.96'
 LENGTH = 1,261.82'
 RADIUS = 6,400.00'
 CHORD BEARING = S 15° 23' 43" E
 CHORD = 1,259.78'
 PC STATION = 53+61.35
 PT STATION = 66+23.18

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°10'18"E	44.03'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	365.67'	4800.00'	04°21'53"	182.92'	S13°38'04"E	365.58'
C2	21.49'	4800.00'	0°15'23"	10.75'	S15°41'19"E	21.49'
C3	344.18'	4800.00'	04°06'30"	172.16'	S13°30'23"E	344.10'

- LEGEND**
- FOUND TXDOT TYPE I MONUMENT, CONCRETE POST
 - ◼ FOUND TXDOT TYPE II MONUMENT, DISC IN CONCRETE
 - FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
 - FOUND IRON ROD (1/2" UNLESS NOTED)
 - ⊙ FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
 - △ CALCULATED POINT, NOT SET
 - ▲ MAG NAIL FOUND
 - 1/2" IRON ROD FOUND W/ TXDOT ALUMINUM CAP
 - 5/8" IRON ROD SET W/ TXDOT ALUMINUM CAP
 - △ SURVEY PRIMARY CONTROL POINT
 - (XXX) RECORD INFORMATION
 - |— PROPERTY LINE (OWNERSHIP DIVISION)
 - |— DEED LINE (OWNERSHIP IN COMMON)

- ||— ACCESS DENIAL LINE (ADL)
- |— DISTANCE NOT TO SCALE
- ④ PARCEL NUMBER FOR R.O.W. ACQUISITION
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: 1"=100'

Exhibit B

EXHIBIT "B"

REAL ESTATE CONTRACT 183A Phase 3 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by and between LEANDER DEVELOPERS 4, LTD. (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (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 0.1638 acre (7,136 Sq. Ft.) tract of land in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FORTY-FIVE THOUSAND and 00/100 Dollars (\$45,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good 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**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property 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 August 20, 2020, 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 a duly executed and acknowledged Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each 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 Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

LEANDER DEVELOPERS 4, LTD.

By: Noel Larson

Name: NOEL LARSON

Its: GENERAL MANAGER

Date: 7-14-2020

Address: P.O. Box 249
LEANDER TX 78644
512-848-2575 cell

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

Address: 3300 N IH-35, Suite 300
Austin, Texas 78705

EXHIBIT A

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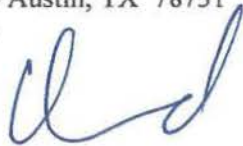
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 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

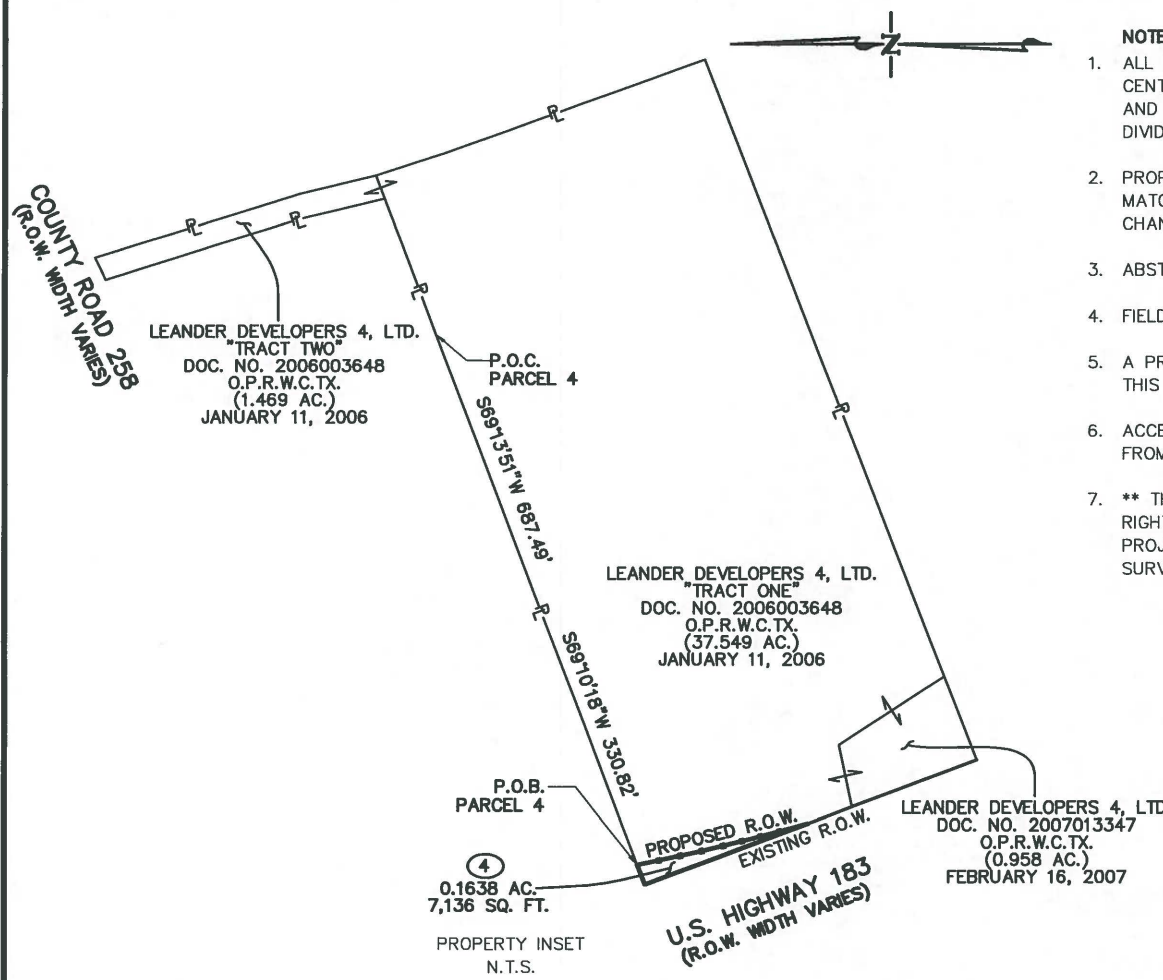
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of September, 2019 A.D.

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



Chris Conrad, Reg. Professional Land Surveyor No. 5623
RTGF~19-041~US 183A/Descriptions/Parcel 4
Issued 08/23/19



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (1993) HARN. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
2. PROPOSED ENGINEER'S BASELINE PROVIDED BY RTG AS OF JUNE 16, 2019 MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
4. FIELD SURVEYING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
6. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.
7. ** THE MONUMENTS DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

REVISIONS:

RECORD	ACQUISITION	REMAINING LT
39.976 AC. 1,741,355 SQ.FT.	0.1638 AC. 7,136 SQ.FT.	39.8122 AC. 1,734,219 SQ. FT.


McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
PARCEL 4
US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: N.T.S.

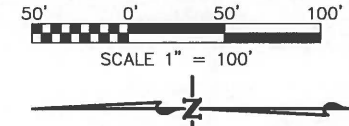
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.




CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/20/2019

DAVID STANTON MORGAN
 DOC. NO. 2007057967
 O.P.R.W.C.TX.
 (12.73 AC.)
 JUNE 5, 2007

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



P.O.C.
 PARCEL 4

LEANDER DEVELOPERS 4, LTD.
 "TRACT ONE"
 DOC. NO. 2006003648
 O.P.R.W.C.TX.
 (37.549 AC.)
 JANUARY 11, 2006

LEANDER DEVELOPERS 4, LTD.
 DOC. NO. 2007013347
 O.P.R.W.C.TX.
 (0.958 AC.)
 FEBRUARY 16, 2007

KLATT PROPERTIES, LP
 DOC. NO. 2007009843
 O.P.R.W.C.TX.
 (38.7425 AC.)
 JANUARY 31, 2007

P.O.B.
 PARCEL 4
 BEGIN ACCESS DENIAL LINE
 STA. 57+03.74
 203.62' LT
 N = 10,213,775.98
 E = 3,068,811.79

END ACCESS DENIAL LINE
 STA. 60+81.15
 197.73' LT

"STAMPED ADL" **

ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,213,442.81
 PI EASTING = 3,068,653.78
 PI STATION = 59+94.32
 DELTA = 11° 17' 47" (LT)
 DEGREE OF CURVE = 0° 53' 43"
 TANGENT = 632.96'
 LENGTH = 1,261.82'
 RADIUS = 6,400.00'
 CHORD BEARING = S 15° 23' 43" E
 CHORD = 1,259.78'
 PC STATION = 53+61.35
 PT STATION = 66+23.18

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°10'18"E	44.03'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	365.67'	4800.00'	04°21'53"	182.92'	S13°38'04"E	365.58'
C2	21.49'	4800.00'	0°15'23"	10.75'	S15°41'19"E	21.49'
C3	344.18'	4800.00'	04°06'30"	172.16'	S13°30'23"E	344.10'

EXISTING R.O.W.

0.1638 AC.
 7,136 SQ. FT.

U.S. HIGHWAY 183
 (R.O.W. WIDTH VARIES)

60+00
 63+00
 ENGINEER'S BASELINE

LEGEND

- FOUND TXDOT TYPE I MONUMENT, CONCRETE POST
- ◼ FOUND TXDOT TYPE II MONUMENT, DISC IN CONCRETE
- FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- ⊙ FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- ▲ MAG NAIL FOUND
- 1/2" IRON ROD FOUND W/ TXDOT ALUMINUM CAP
- 5/8" IRON ROD SET W/ TXDOT ALUMINUM CAP
- △ SURVEY PRIMARY CONTROL POINT
- (XXX) RECORD INFORMATION
- |— PROPERTY LINE (OWNERSHIP DIVISION)
- |— DEED LINE (OWNERSHIP IN COMMON)
- ||— ACCESS DENIAL LINE (ADL)
- |— DISTANCE NOT TO SCALE
- ④ PARCEL NUMBER FOR R.O.W. ACQUISITION
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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PARCEL PLAT SHOWING
 PARCEL 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: 1"=100'

Exhibit “B”

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.

Form ROW-N-14
(Rev. 07/13)
Page 1 of 3

DEED
US Highway 183 Right of Way

ROW CSJ: 0914-05-192

Parcel No.: 4

Grantor(s), whether one or more:

LEANDER DEVELOPERS 4, LTD.

Grantor's Mailing Address (including county):

P.O Box 249
Leander, Texas 78646
Williamson County, Texas

Grantee:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Grantee's Authority:

The Central Texas Regional Mobility Authority 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 Central Texas Regional Mobility Authority is also authorized under the Texas Transportation Code 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):

Attn: General Counsel
3300 N. IH-35, Suite 300
Austin, Texas 78705
Travis County, Texas

Consideration:

The sum of TEN and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Central Texas Regional Mobility Authority, 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 highway facility from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the Access Denial Line 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 Grantee or 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.

This Deed is being delivered in lieu of condemnation.

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

GRANTOR:

LEANDER DEVELOPERS 4, LTD.

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of Williamson

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

Notary Public—State of Texas