

## **REAL ESTATE CONTRACT**

County Road 401 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by **TAYLOR 47 BUSINESS, LLC, a Texas limited liability company** (referred to in this Contract as "Seller") 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 of land described as follows:

Being a 2.255 acre (98,226 square foot) parcel of land out of the J.C. Eaves Survey, Abstract No. 214, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 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.

The definition of the "Property" expressly excludes all minerals and the mineral estate pertaining to the land described on Exhibit "A" ("Mineral Estate"). The deed delivered at delivered at Closing shall contain both: (i) a reservation of the Mineral Estate to Seller and (ii) a provision by which Seller waives all surface rights (including all rights of ingress and egress) to develop the Mineral Estate, both in the following form:

**Reservations from Conveyance:** For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. In connection with such reservation, Grantor waives, for itself and Grantor's heirs, successors, and assigns, and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, including without limitation, the right to use the surface of the Property in exploring for, testing for, drilling for, extracting, producing, taking, processing, storing, or otherwise developing oil, gas, and/or hydrocarbons of any kind or nature, and/or minerals of any kind or nature from the Property.

## **ARTICLE II PURCHASE PRICE**

### Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property shall be the sum of FOUR HUNDRED FORTY-SEVEN THOUSAND SEVENTEEN and 00/100 Dollars (\$447,017.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of TWENTY-ONE THOUSAND ONE HUNDRED TEN and 00/100 Dollars (\$21,110.00).

### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other 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 conditions set forth in Section 3.02 (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 Longhorn Title Company on or before May 21, 2022 (which date is herein referred to as the "Closing Date"). The Closing Date may only be extended by the mutual agreement of the parties.

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to 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; and
- (b) Any title exceptions not objected to by Purchaser after Purchaser's review of the title commitment for the Property.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein, and the Deed shall include the provision set forth in Article I concerning the reservation of the Mineral Estate to Seller.

(2) 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 Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple interests in and to the Property subject only to those title exceptions not objected to by Purchaser, the reservation of the Mineral Estate to Seller, other exceptions listed herein, 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".
- (3) 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 and Additional Compensation.

#### 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 remain the continuing obligation of Seller to satisfy. If the Property is a portion of a larger tax parcel, tax prorations shall be calculated based on the proportion that the acreage of the Property bears to the entire tax parcel. Agricultural roll-back taxes, if any, which directly result from 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 (including base premium, endorsements, and special coverages) and survey shall be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, shall be paid Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same 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.

8.08. INTENTIONALLY DELETED.

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.

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 the effective date 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 County Road 401 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; provided, however, that Seller shall not be required to incur any cost with respect to such cure except for the release of liens arising by, through, or under Seller.

AS-IS, WHERE-IS

8.13 PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING DATE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF LANDS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT.

WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE, (b) ZONING, (c) TAX CONSEQUENCES, (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (f) GOVERNMENTAL APPROVALS, OR (g) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS SECTION 8.13 SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

*[signature page follows]*

**SELLER:**

TAYLOR 47 BUSINESS, LLC,  
a Texas limited liability company

By Sathish Babu Chakka  
Sathish Babu Chakka (Apr 22, 2022 14:13 CDT)

Address: 4126 Remington Road, Cedar Park, TX-78613

Name: Sathish Babu Chakka

Its: Manager

Date: Apr 22, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

Date: \_\_\_\_\_



## EXHIBIT "A"

County: Williamson  
Parcel No.: 4  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

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March 25, 2022

### PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 2.255 ACRE (98,226 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.634 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TAYLOR 47 BUSINESS, LLC, A TEXAS LIMITED LIABILITY, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184603, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.255 ACRE (98,226 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 with a plastic cap stamped "BAKER AICKLEN" found 732.85 feet right of County Road (C.R. 401) Engineer's Centerline Station (E.C.S.) 166+40.75, for an interior ell corner of said 47.634 acre tract, same being the northeast corner of a called 1.50 acre tract of land, described in a deed to Immanuel Lutheran Church, recorded in Document No. 2014088879, O.P.R.W.C.TX.;

**THENCE** N 83°06'10" W, with the common line of said 1.50 acre tract and said 47.634 acre tract, a distance of 669.31 feet to a 1/2-inch iron rod with a plastic cap stamped "BAKER AICKLEN" found on the existing east right-of-way line of C.R. 401, a variable width right-of-way, no record information found, for the northwest corner of said 1.50 acre tract, same being the most westerly southwest corner of said 47.634 acre tract;

**THENCE** N 06°51'51" E, departing the common line of said 1.50 acre tract and said 47.634 acre tract, with the existing east right-of-way line of said C.R. 401, a distance of 108.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,178,086.48, E=3,203,558.33) set 61.09 feet right of C.R. 401 E.C.S 167+51.84 on the proposed east right-of-way line of C.R. 401, for the south corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 06°51'51" E, departing the proposed east right-of-way line of said C.R. 401, continuing with the existing east right-of-way line of said C.R. 401, a distance of 1,385.74 feet to a 2-inch metal fence post found 18.34 feet left of C.R. 401 E.C.S 181+38.78 on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, same being the south right-of-way line of C.R. 403, no record information found, for the northwest corner of said 47.634 acre tract and the parcel described herein, said point being the beginning of a curve to the left;

2) **THENCE** departing the existing east right-of-way line of said C.R. 401, with the said south right-of-way line of the Union Pacific Railroad and said curve to the left, an arc distance of 94.84 feet, through a central angle 01°49'58", having a radius of 2,964.79 feet, and a chord that bears N 73°14'16" E, a distance of 94.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 181+78.03 on the proposed east right-of-way line of said C.R. 401, for the northeast corner of the parcel described herein, from which a 3/4-inch iron pipe found, for the northeast corner of said 47.634 acre tract bears with said curve to the left, an arc distance of 560.49 feet, through a central angle 10°49'54", having a radius of 2,964.79 feet, and a chord bearing N 66°54'19" E, a distance of 559.65 feet;

**EXHIBIT "A"**

County: Williamson  
Parcel No.: 4  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

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**THENCE** departing said south right-of-way line of the Union Pacific Railroad, with the proposed east right-of-way line of said C.R. 401, over and across said 47.634 acre tract, following four (4) courses and distances numbered 3-6:

- 3) S 07°40'56" W, a distance of 778.03 feet to a \*\*5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 174+00.00,
- 4) S 04°28'17" W, a distance of 207.95 feet to a \*\*5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.00 feet right of C.R. 401 E.C.S 172+00.00, said point being the beginning of a curve to the right,
- 5) With said curve to the right, an arc distance of 104.40 feet, through a central angle 02°51'53", having a radius of 2,088.00 feet, and a chord that bears S 14°14'28" W, a distance of 104.39 feet to a \*\*5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.00 feet right of C.R. 401 E.C.S 171+00.00, and

**THIS SPACE INTENTIONALLY LEFT BLANK**

## EXHIBIT "A"

County: Williamson  
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Limits: From: FM 973  
To: Intersection of US 79

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- 6) S 18°51'27" W, a distance of 341.97 feet to the **POINT OF BEGINNING**, and containing 2.255 acres (98,226 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 the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

\*\*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.

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  
TX. Firm No. 10064300



S. C. R. 03/24/2022

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

# EXHIBIT "A"

PC 166+53.60

C.R. 401 ENGINEERS CENTERLINE

C.R. 401 (VARIABLE WIDTH R.O.W.)  
NO RECORD INFORMATION FOUND

EXISTING ROW

PT 173+78.96

EXISTING ROW

EUGENE E. ROZACKY OF DALLAS  
COUNTY, TEXAS AND NORMA R.  
WHITE AND AARON KEITH WHITE  
CALLED 80.00 AC.  
VOL. 787, PG. 242  
D.R.W.C. TX.

N06°51'51"E 1,385.74'

4 (2.255 AC.)

PROPOSED ROW

N07°40'56"W 1,030.63'

W/PCAP  
"BAKER AIKLEN"

P.O.B.  
N=10178.086.48  
E=3203.558.33  
167+51.84  
61.09'RT

\*\*171+00.00  
88.00'RT

C3 \*\*172+00.00  
88.00'RT

S04°28'17"W 207.95'

S07°40'56"W 778.03'

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stg 158+42.12  
N = 10178.086.16  
E = 3203.506.61  
Δ = 10°46'10.20" (RT)  
D = 02°51'53.24"  
L = 375.93'  
R = 188.52'  
PC Stg 166+53.60  
PT Stg 170+29.53

N83°06'10"W 669.31'  
(N83°05'27"W 669.32')

J.C. ENNES  
ABSTRACT NO. 214

TAYLOR 47 BUSINESS, LLC,  
A TEXAS LIMITED LIABILITY  
CORPORATION  
RECORDED DECEMBER 3, 2021  
CALLED 47.634 AC.  
DOC. NO. 2021184603  
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stg 172+04.69  
N = 10178.533.24  
E = 3203.617.14  
Δ = 10°00'37.12" (LT)  
D = 02°51'53.24"  
L = 349.43'  
R = 175.16'  
PC Stg 170+29.53  
PT Stg 173+78.95

## LINE TABLE

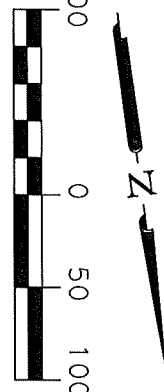
LINE NO.	BEARING	DISTANCE
L1	N06°51'51"E	108.35'

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	02°51'53"RT	2,088.00'	104.40'	104.39'	S14°14'28"W

IMMANUEL LUTHERAN CHURCH  
CALLED 1.50 AC.  
DOC. NO. 2014088879  
O.P.R.W.C. TX.

P.O.C.  
1/2" W/PCAP  
"BAKER AIKLEN"  
166+40.75  
732.85'RT



FILE: \\scominc\AUS\PROJECTS\10200582618\100\Survey\03Exhibits\PLAT\01P-4.1.dgn  
EXISTING 47.634 AC. ACQUIRE 2.255 AC. REMAINING 45.379 AC. RIGHT

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REF. FIELD NOTE NO. 48889



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

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR 47 BUSINESS, LLC,  
A TEXAS LIMITED LIABILITY  
CORPORATION  
PARCEL 4  
2.255 AC. (98,226 SQ. FT.)

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REF. FIELD NOTE NO. 48889

# EXHIBIT "A"

## SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 21061677, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 28, 2022, AND ISSUED DATE FEBRUARY 8, 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.):

- A. RIGHT OF WAY EASEMENT DATED JUNE 18, 1936, EXECUTED BY MISS IDA H. F. SCHULTZ TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 61 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)
- B. EASEMENT DATED DECEMBER 13, 1955, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 410, PAGE 41 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)
- C. EASEMENT DATED OCTOBER 24, 1972, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO TEXAS POWER & LIGHT COMPANY, AND THE SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 370, PAGE 76, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)
- D. RIGHT OF WAY EASEMENT DATED AUGUST 23, 1974, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 597, PAGE 979, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- E. A 30' RIGHT OF WAY EASEMENT CONVEYED TO DONALD W. KUNZE AND NANCY L. KUNZE BY W. A. KUNZE AND ANNIE MAE KUNZE IN WARRANTY DEED DATED OCTOBER 25, 1983, RECORDED IN VOLUME 948, PAGE 561, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- F. RIGHT OF WAY EASEMENT DATED OCTOBER 18, 1994, EXECUTED BY FRED GOLLA AND ANGELEE GOLLA TO JONAH WATER SPECIAL UTILITY DIST., RECORDED UNDER DOCUMENT NO. 9458612, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- G. PUBLIC UTILITY AND ACCESS EASEMENT DATED FEBRUARY 3, 2006, EXECUTED BY FREDDY GOLLA TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2006009994, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- H. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.
- I. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.
- J. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)
- K. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)
- L. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

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PAGE 6 OF 7  
REF. FIELD NOTE NO. 48889

EXISTING	47.634 AC.	ACQUIRE	2.255 AC.	REMAINING	45.379 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

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR 47 BUSINESS, LLC,  
A TEXAS LIMITED LIABILITY  
PARCEL 4  
2.255 AC. (98,226 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
- ▽ 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)

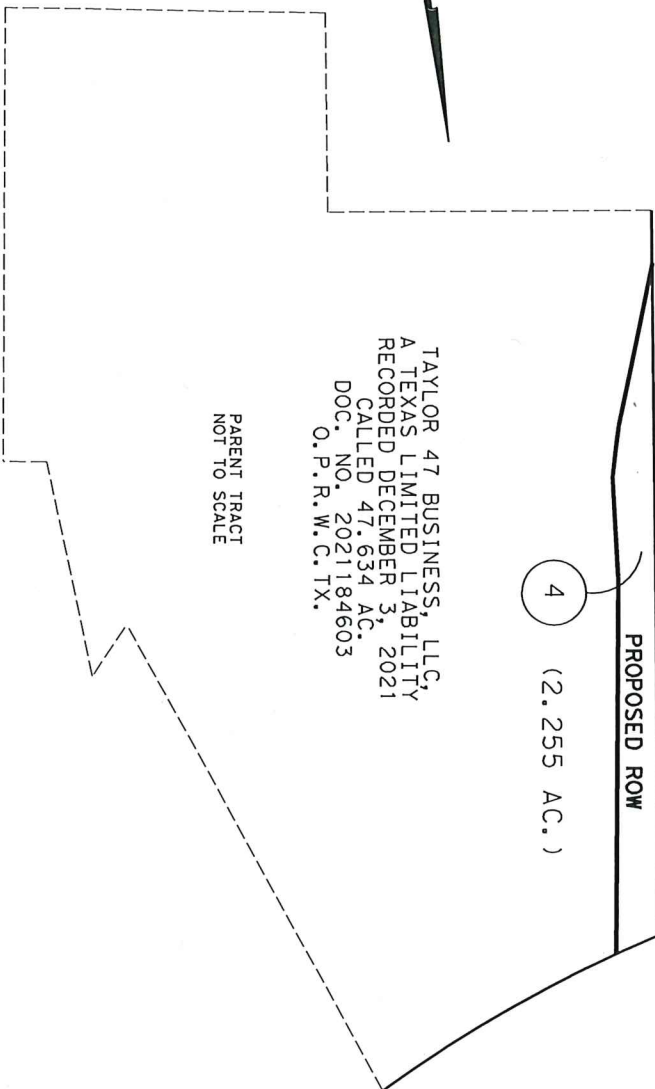
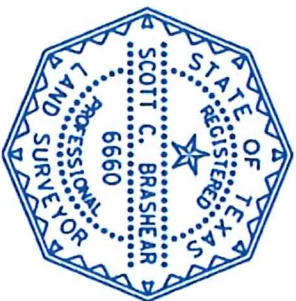
## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDS8 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, OF NO. 21061677, EFFECTIVE DATE JANUARY 28, 2022, AND ISSUED DATE FEBRUARY 8, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 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.

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

DATE

03/24/2022



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EXISTING 47.634 AC. ACQUIRE 2.255 AC. REMAINING 45.379 AC. RIGHT

**SAM**

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

PAGE 7 OF 7  
REF. FIELD NOTE NO. 48889  
RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TAYLOR 47 BUSINESS, LLC,  
A TEXAS LIMITED LIABILITY  
PARCEL 4  
2.255 AC. (98,226 SQ. FT.)



# EXHIBIT "B"

Parcel 4

## DEED

County Road 401/404 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 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 **TAYLOR 47 BUSINESS, LLC**, a Texas limited liability company, 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 2.255 acre (98,226 sq. ft.) tract of land out of the J.C. Evans Survey, ABSTRACT NO. 214, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 4**)

**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.



For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. In connection with such reservation, Grantor waives, for itself and Grantor's heirs, successors, and assigns, and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, including without limitation, the right to use the surface of the Property in exploring for, testing for, drilling for, extracting, producing, taking, processing, storing, or otherwise developing oil, gas, and/or hydrocarbons of any kind or nature, and/or minerals of any kind or nature from the Property.

**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 pages follow]*

**GRANTOR:**

TAYLOR 47 BUSINESS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Sathish Babu Chakka, Manager

## ACKNOWLEDGMENT

STATE OF TEXAS

§§§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Sathish Babu Chakka, 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:**