

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 47

COUNTY OF WILLIAMSON

§

§

Project: SE Loop Segment 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD and SPARROW FIELDS PROPERTIES, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the SE Loop Segment 2 roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **THREE MILLION SIXTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR and 00/100 Dollars (\$3,065,144.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use

of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF- T-159160, issued April 25, 2022 by Texas Title Insurance Company/Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 15, 2022. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: None
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Gola Bros. Farms LLC

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTORS:

BIGSKY CAPITAL, LTD

By: BigSky Capital GP, LLC

Its: General Partner

By: Clayton H. Walther

Name: Clayton H. Walther

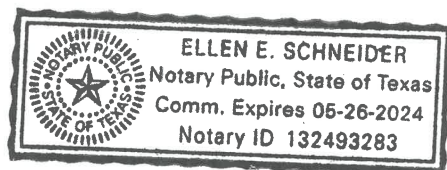
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 9 day of September, 2022 by Clayton H. Walther, in the capacity and for the purposes and consideration recited herein.



Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

SPARROW FIELDS PROPERTIES, LTD

By: Sparrow Fields Properties GP, LLC
Its: General Partner

By: Debra A. Foster

Name: Debra A. Foster

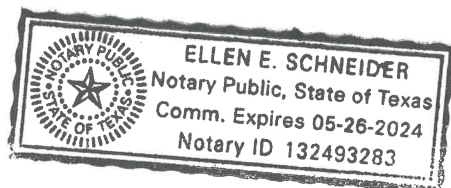
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 9 day of September, 2022 by Debra A. Foster, in the capacity and for the purposes and consideration recited herein.



Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

CLARENDOR CAPITAL, LTD

By: Clarendor Capital GP, LLC
Its: General Partner

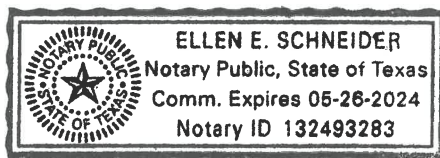
By: Sharon Y. Morris
Name: Sharon Y. Morris
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 9 day of September, 2022 by Sharon Y. Morris, in the capacity and for the purposes and consideration recited herein.



Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 8
June 23, 2022

PROPERTY DESCRIPTION FOR PARCEL 47

DESCRIPTION OF A 26.005 ACRE (1,132,778 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, AND THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD. IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD. IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 26.005 ACRE (1,132,778 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 "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

THENCE N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following seven (7) courses and distances numbered 1-7:

- 1) S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74, for the southeast corner of the parcel described herein,
- 2) S 79°14'40" W, passing at a distance of 603.26 feet a calculated point 299.95 feet right of Southeast Loop E.C.S. 328+65.19, for the beginning of a Control of Access (C.O.A.), passing at a distance of 1,054.93 feet a calculated point 278.12 feet right of Southeast Loop E.C.S. 324+14.05, for the end of a C.O.A., and continuing for a total distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,
- 3) N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 8
June 23, 2022

- 4) With said curve to the left, an arc length of 59.79 feet, through a delta of $00^{\circ}21'55''$, having a radius of 9,380.00 feet, and a chord which bears $S 76^{\circ}39'22'' W$, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01,
 - 5) $S 76^{\circ}28'25'' W$, passing at a distance of 628.74 feet a calculated point 175.00 feet right of Southeast Loop E.C.S. 316+10.27, for the beginning of a C.O.A., and continuing for a total distance of 1,542.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left,
 - 6) With said curve to the left, an arc length of 38.45 feet, through a delta of $00^{\circ}14'05''$, having a radius of 9,380.00 feet, and a chord which bears $S 76^{\circ}21'22'' W$, a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the end of a C.O.A, and
 - 7) $S 41^{\circ}41'34'' W$, a distance of 171.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 273.13 feet right of Southeast Loop E.C.S. 305+17.03 on the existing east right-of-way line of County Road (C.R.) 134, a variable width right-of-way, no record information found, for the southwest corner of the parcel described herein;
 - 8) **THENCE** $N 07^{\circ}46'20'' E$, departing the proposed south right-of-way line of Southeast Loop, with the existing east right-of-way line of said C.R. 134, a distance of 480.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+91.73 on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;
- THENCE** departing the existing east right-of-way line of said C.R. 134, with the proposed north right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following nine (9) courses and distances numbered 9–17:
- 9) With said curve to the left, an arc length of 4.91 feet, through a delta of $00^{\circ}01'48''$, having a radius of 9,380.00 feet, and a chord which bears $N 76^{\circ}29'19'' E$, a distance of 4.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+96.64,
 - 10) $N 76^{\circ}28'25'' E$, passing at a distance of 1,299.75 feet a calculated point 175.00 feet left of Southeast Loop E.C.S. 319+96.40, for the beginning of a C.O.A., and continuing for a total distance of 1,361.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 320+57.69,
 - 11) $N 48^{\circ}04'31'' W$, a distance of 121.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 319+88.83,
 - 12) $N 76^{\circ}28'25'' E$, a distance of 510.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 324+98.83,

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 3 of 8
June 23, 2022

- 13) S 48°04'31" E, a distance of 55.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.54 feet left of Southeast Loop E.C.S. 325+30.13, said point being the beginning of a curve to the left,
- 14) With said curve to the left, passing at an arc distance of 241.40 feet a calculated point 240.20 feet left of Southeast Loop E.C.S. 327+71.29, for the end of a C.O.A., and continuing for a total arc length of 358.21 feet, through a delta of 02°11'59", having a radius of 9,330.00 feet, and a chord which bears N 73°35'08" E, a distance of 358.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 247.59 feet left of Southeast Loop E.C.S. 328+87.87,
- 15) S 48°04'31" E, a distance of 58.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.81 feet left of Southeast Loop E.C.S. 329+20.77, said point being the beginning of a curve to the left,
- 16) With said curve to the left, an arc length of 34.93 feet, through a delta of 00°12'48", having a radius of 9,380.00 feet, and a chord which bears N 72°11'56" E, a distance of 34.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet left of Southeast Loop E.C.S. 329+55.60, said point being the beginning of a curve to the right, and
- 17) With said curve to the right, an arc length of 356.92 feet, through a delta of 02°09'59", having a radius of 9,440.00 feet, and a chord which bears N 73°10'31" E, a distance of 356.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 on the common line of said 389.542 acre tract and said 107.22 acre tract, for the northeast corner of the parcel described herein;

THENCE departing the proposed north right-of-way line of Southeast Loop, with the common line of said 389.542 acre tract and said 107.22 acre tract, the following two (2) courses and distances numbered 18-19:

- 18) S 07°50'20" W, a distance of 416.78 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 4 of 8
June 23, 2022

19) S 82°41'40" E, a distance of 346.36 feet to the **POINT OF BEGINNING**, and containing 26.005 acres (1,132,778 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.

Preliminary

06/23/2022 7:55:01 PM

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

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

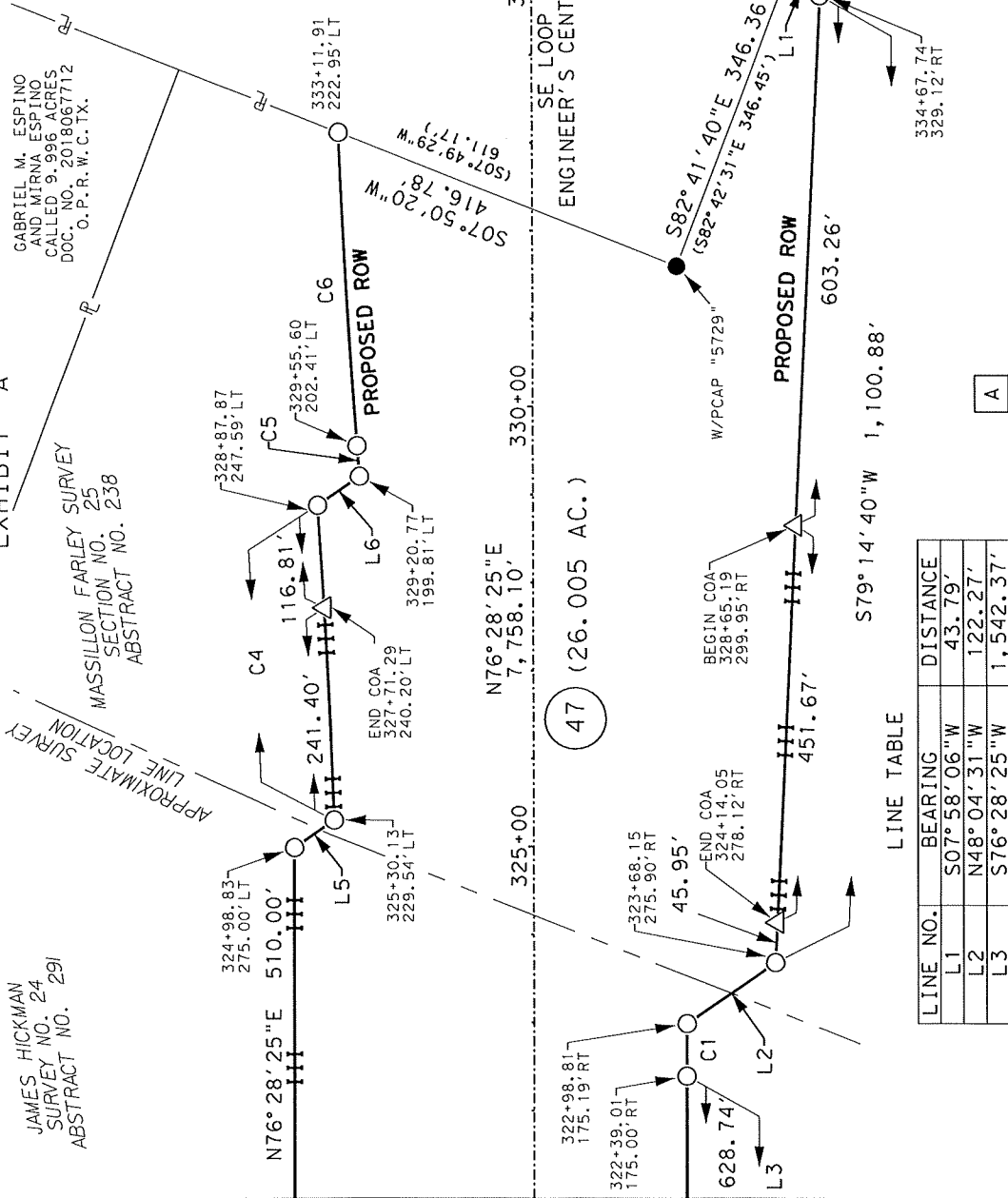
EXHIBIT "A"

JAMES HICKMAN
SURVEY NO. 24
ABSTRACT NO. 291

MASSILLON FARLEY SURVEY
SECTION NO. 25
ABSTRACT NO. 238

GABRIEL M. ESPINO
AND MIRNA ESPINO
CALLED 9.996 ACRES
DOC. NO. 2018067712
O.P.R. W. C. TX.

WMV HUTTO 390 DE LLC
CALLED 389.542 AC.
DOC. NO. 2022029057
O.P.R. W. C. TX.



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06\"W	43.79'
L2	N48°04'31\"W	122.27'
L3	S76°28'25\"W	1,542.37'
L4	S41°41'34\"W	171.88'
L5	S48°04'31\"E	55.19'
L6	S48°04'31\"E	58.01'



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

PAGE 5 OF 8
REF. FIELD NOTE NO. 49170

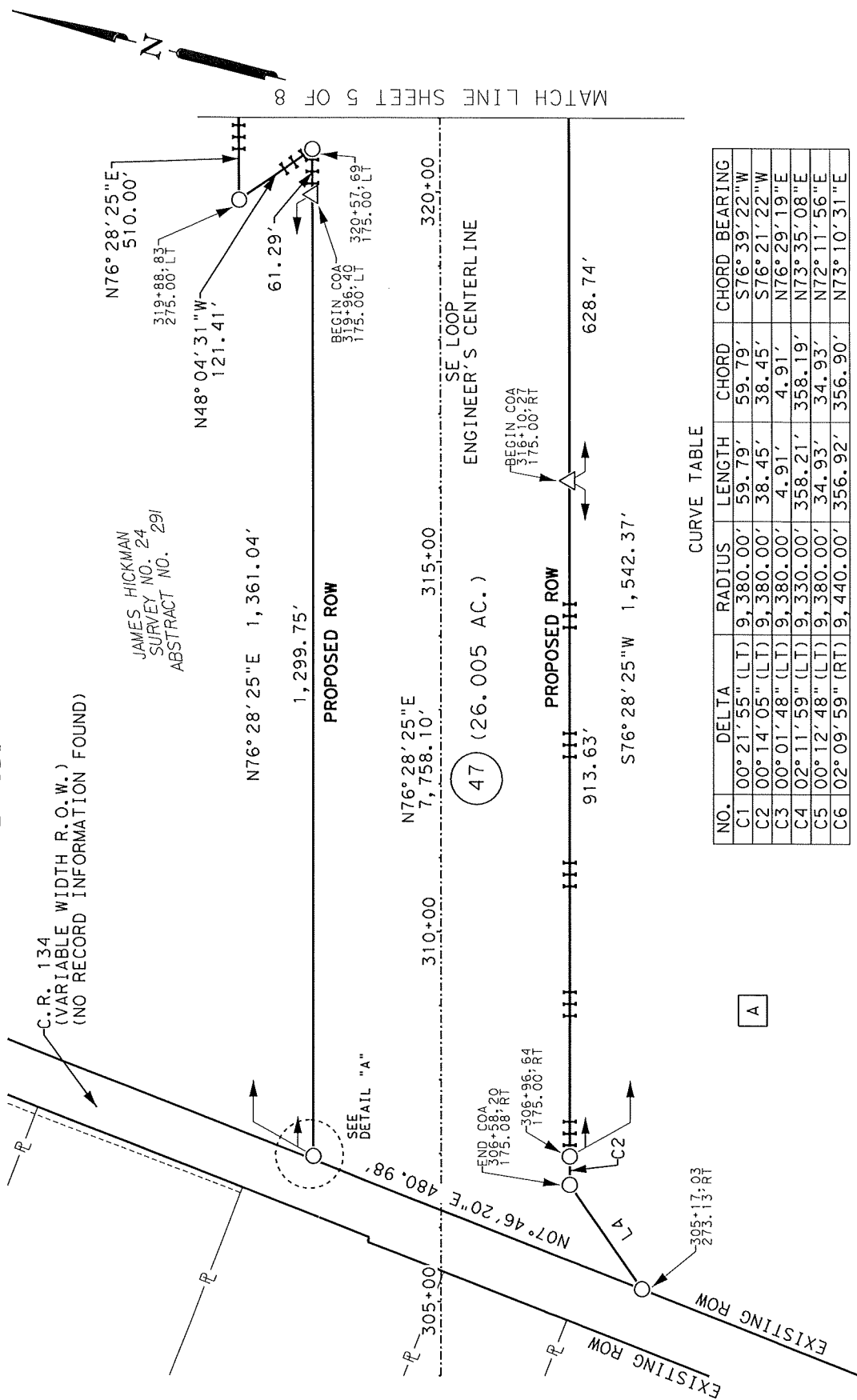
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02XP-47-R1_1.dgn

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC. LEFT
				REMAINING	43.099 AC. RIGHT
RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BIGSKY CAPITAL, LTD., SPARROW FIELDS & CLARENDOR CAPITAL, LTD. TAX ID: R620630 PARCEL 47 26.005 AC. (1,132,778 SQ. FT.)					
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300					

C. R. 134
(VARIABLE
(NO RECOF

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

JAMES HICKMAN
SURVEY NO. 24
ABSTRACT NO. 291

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 21' 55" (LT)	9,380.00'	59.79'	59.79'	S76° 39' 22" W
C2	00° 14' 05" (LT)	9,380.00'	38.45'	38.45'	S76° 21' 22" W
C3	00° 11' 48" (LT)	9,380.00'	4.91'	4.91'	N76° 29' 19" E
C4	02° 11' 59" (LT)	9,330.00'	358.21'	358.19'	N73° 35' 08" E
C5	00° 12' 48" (LT)	9,380.00'	34.93'	34.93'	N72° 11' 56" E
C6	02° 09' 59" (RT)	9,440.00'	356.92'	356.90'	N73° 10' 31" E

FILE: \\samin\AUS\PROJECTS\1021061125\1001Survey\03Exhibits\47\PLAT\02-P-47-R1_2 .dgn
REF. FIELD NOTE NO. 49170
PAGE 6 OF 8

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC.	LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC.	RIGHT

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS
PROPERTIES, LTD.,
& CLARENDON CAPITAL, LTD.
TAX ID: R620630
PARCEL 47

26.005 AC. (1,132,778 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

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

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 2021189750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
8. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
12. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
14. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02XP-47-R1-2.dgn

A
BIGSKY CAPITAL, LTD. (2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191282
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191283
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191284
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(2.863334%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191285
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

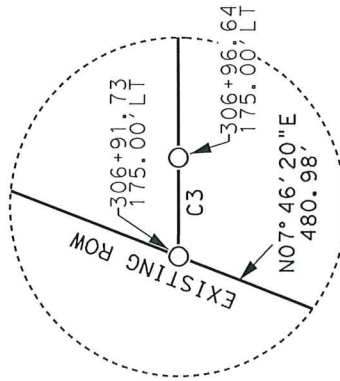
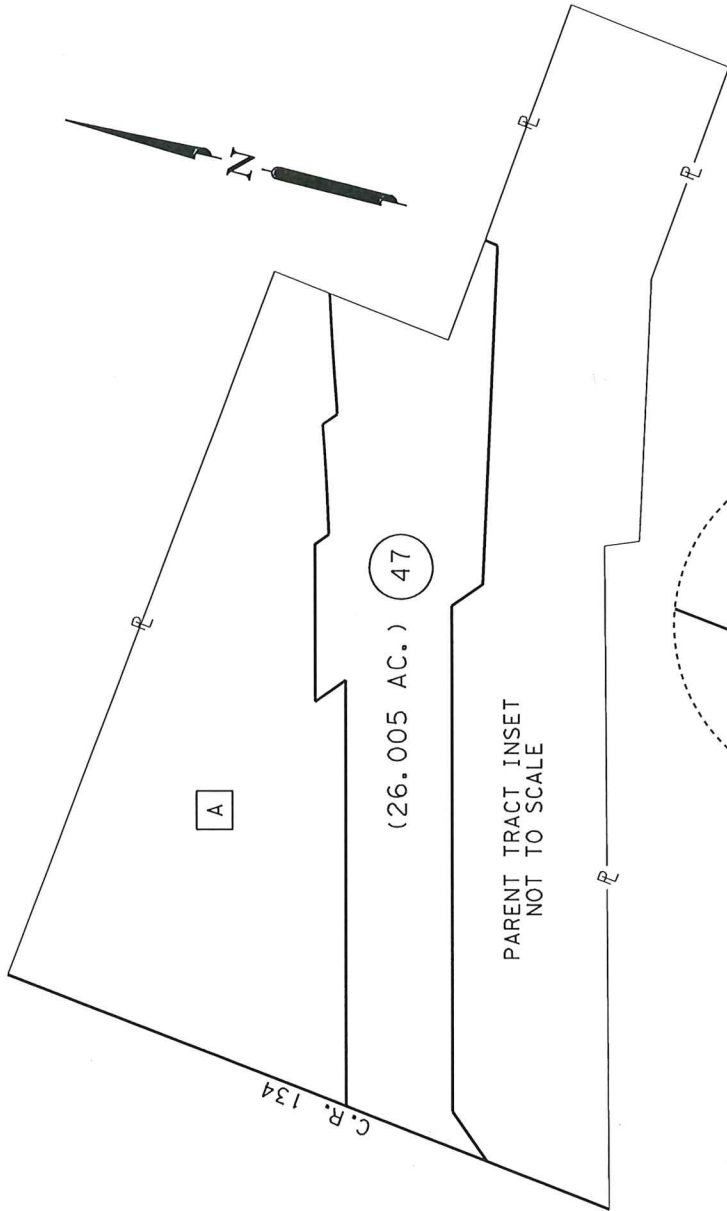
CLARENDOR CAPITAL, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

PAGE 7 OF 8
REF. FIELD NOTE NO. 49170

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC.	LEFT
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 BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., LTD., & CLARENDOR CAPITAL, LTD. TAX ID: R620630 PARCEL 47		
26.005 AC. (1,132,778 SQ. FT.)						

LEGEND

- 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
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



NOTES:

- 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.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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

06/23/2022 7:55:09 PM

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

DATE



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

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC.	LEFT
RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., LTD. & CLARENDON CAPITAL, LTD. TAX ID: R620630 PARCEL 47						
26.005 AC. (1,132,778 SQ. FT.)						