

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LPL INVESTMENTS, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 6.254-acre (272,414 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, recorded December 22, 2009, in Document No. 2010007498 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**);

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

Oil Gas, and Other Minerals Reserved and Excepted From the Sale of the Property. Notwithstanding anything in the Contract to the contrary, there is reserved and excepted herefrom, and not conveyed hereby all oil, gas, and other minerals in, on, or underlying, or that may be produced from, the Property, together with all rights and powers incident thereto. Provided, however, in connection with this reservation, Seller hereby waives for itself, its successors and assigns, all rights to utilize the surface of the Property for the purpose of mining, producing, transporting, storing, drilling and exploring for oil, gas and other minerals. Provided further, however, this waiver shall not be construed to affect the right of Seller to lease, develop and/or produce oil, gas and other minerals in, on, or under, or that may be produced from, the Property, by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property. This surface utilization waiver is also subject to the rights of any lessee under any existing oil gas and mineral lease effecting the Property any portion thereof.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED EIGHTEEN and 24/100 Dollars (\$1,278,218.24).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

- 3.01. Purchaser may obtain a Commitment for Title Insurance (the "Title Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Title Commitment. If Purchaser has any objections to items disclosed, Purchaser must object within five (5) days of the fully executed Contract and after Purchaser receives the Title Commitment or any amended commitment and survey. If Purchaser fails to object, then all such exceptions shall be deemed waived; Purchaser may waive any item in the Title Commitment and complete the purchase. Seller shall be under no obligation to cure any Schedule B items shown on the Title Commitment.
- 3.02. The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

3.03. 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

3.04. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before October 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon in writing prior to October 31, 2022, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to 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 Paragraph 5.02(3) below; and

(2) The Deed shall be in substantially 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 the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the total Purchase Price to Seller, subject to withholding of prorated taxes or payoffs for any monetary liens as otherwise required as set out herein.

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy, with any requested endorsements, 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. Seller requests that a copy of any such notice be served on its attorney, Calley D. Callahan, Knolle, Holcomb, Callahan & Taylor, 13625 Ronald Reagan Blvd., Building One, Ste. 100, Cedar Park, TX 78613; Phone: (512)476-1121 x. 2 ; Email: cdc@khctlaw.com

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of

Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

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

8.12 Miscellaneous requirements: Purchaser shall be required as part of the construction of the Southeast Loop (Segment 2) to construct a replacement driveway for Seller's access to the remaining land, in the location and in substantial compliance with the plans and specifications attached hereto as Exhibit "C". By execution of this Contract Seller shall be allowed to temporarily access the remaining property of Seller solely in the locations and for limited periods as necessary to carry out the obligations of this paragraph. Purchaser shall provide Seller with reasonable ingress and egress during construction and notify Seller at least 48 hours prior of the need to impede or interfere with Seller's ingress and egress to the remaining land. Seller shall have until December 31, 2022 to remove the crepe myrtles located on the Property. The requirements of this Paragraph 8.12 shall survive Closing.

8.13 Commission: If the Closing occurs, Seller agrees to pay Christopher Leschber a commission according to the terms of a separate written agreement, representing Seller. Purchaser is not obligated to pay any portion of such commission. Seller warrants and represents that it has not dealt with any broker other than the one identified herein in connection with the sale of the Property. As required by the Texas Real Estate License Act, the broker named herein advises Purchaser that Purchaser should have an abstract covering the Property examined by an attorney of Purchaser's own selection, or that Purchaser should be furnished with or obtain a policy of title insurance. By signing this Contract, Purchaser acknowledges receipt of this notice.

[signature page follows]

SELLER:

LPL INVESTMENTS, LP, a Texas limited partnership

By: LPL Management, LLC, Its General Partner

By: Larry Leschber
Larry Leschber (Sep 21, 2022 14:50 CDT)

Name: Larry Leschber

Its: Manager of the General Partner

Date: Sep 21, 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.: 40
Tax ID: R020601
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 6
September 13, 2022

PROPERTY DESCRIPTION FOR PARCEL 40

DESCRIPTION OF A 6.254 ACRE (272,414 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 143.5 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LPL INVESTMENTS, LP, RECORDED FEBRUARY 5, 2010 IN DOCUMENT NO. 2010007498, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 6.254 ACRE (272,414 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of said remainder of a called 143.5 acre tract, for the northwest corner of a called 85.766 acre tract of land, described as Tract 1 in a deed to Nason Hengst, recorded in Document No. 2022064962, O.P.R.W.C.TX., same being the southwest corner of a called 25.000 acre tract of land, described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document No. 2016052268, O.P.R.W.C.TX.;

THENCE S 07°59'09" W, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 3,147.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,650.18, E=3,181,535.97) set 233.50 feet left of Southeast Loop E.C.S 288+53.06 on the proposed north right-of-way line of said Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°59'09" W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 501.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 286+68.99 on the proposed south right-of-way line of said Southeast Loop;

THENCE departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 143.5 acre tract, the following three (3) courses and distances numbered 2-4:

- 2) S 76°28'25" W, a distance of 164.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 285+04.34,
- 3) S 06°55'26" W, a distance of 21.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 253.50 feet right of Southeast Loop E.C.S. 284+96.88, said point being the beginning of a curve to the right, and
- 4) With said curve to the right, having an arc distance of 162.74 feet, through a delta of 01°25'51", having a radius of 6,516.00 feet, and a chord that bears S 61°52'39" E, a distance of 162.73 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 361.65 feet right of Southeast Loop E.C.S. 286+18.48 on the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract;

EXHIBIT "A"

County: Williamson
Parcel No.: 40
Tax ID: R020601
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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September 13, 2022

5) **THENCE** S 07°59'09" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 15.74 feet to calculated point on the existing north right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 384, Page 610, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the southwest corner of said 85.766 acre tract, same being the southeast corner of said remainder of a called 143.5 acre tract and the parcel described herein, from which a damaged TXDOT Type I concrete monument found bears S 59°21'29" E, a distance of 15.32 feet;

6) **THENCE** N 63°36'21" W, departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the existing north right-of-way line of said F.M. 1660, a distance of 883.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 279+66.07, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the existing north right-of-way line of said F.M. 1660, with the proposed north right-of-way line of said Southeast Loop, over and across said remainder of a called 143.5 acre tract, the following four (4) courses and distances numbered 7 – 10:

- 7) With said curve to the right, having an arc distance of 555.28 feet, through a delta of 08°08'50", having a radius of 3,905.00 feet, and a chord that bears N 72°23'59" E, a distance of 554.81 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 284+88.65,
- 8) N 76°28'25" E, a distance of 166.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 286+55.35, said point being the beginning of a curve to the right,
- 9) With said curve to the right, having an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord that bears N 73°16'59" E, a distance of 62.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 287+18.14, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 40
Tax ID: R020601
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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September 13, 2022

10) N 76°28'25" E, a distance of 134.92 feet to the **POINT OF BEGINNING**, and containing 6.254 acres (272,414 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

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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

09/14/2022 10:48:53 AM

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

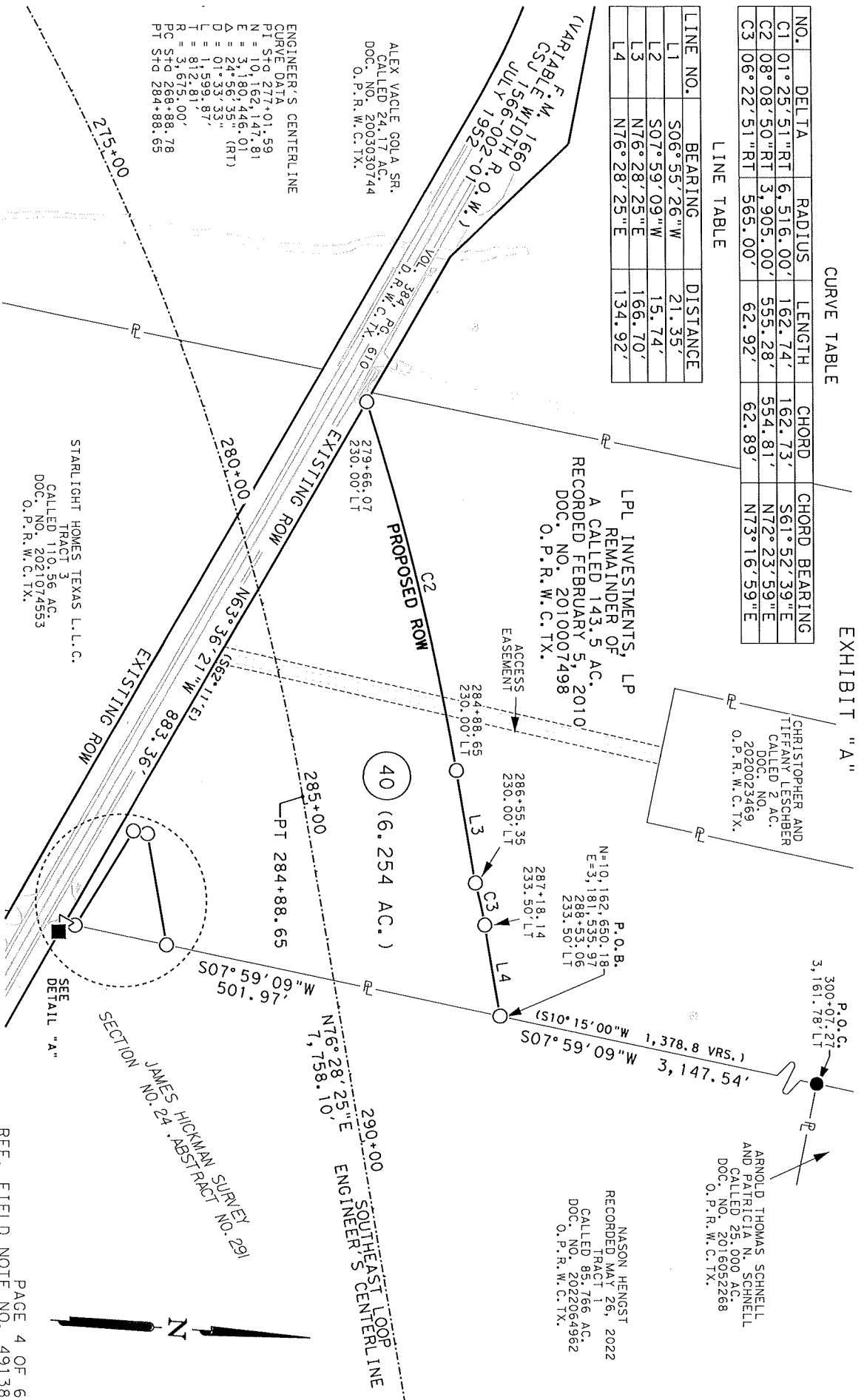
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°25'51"RT	6,516.00'	162.74'	162.73'	S61°52'39"E
C2	08°08'50"RT	3,905.00'	555.28'	554.81'	N72°23'59"E
C3	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S06°55'26"W	21.35'
L2	S07°59'09"W	15.74'
L3	N76°28'25"E	166.70'
L4	N76°28'25"E	134.92'

EXHIBIT "A"



ENGINEER'S CENTERLINE
 CURVE DATA
 PT STD 277+01.59
 N = 10,162,147.81
 E = 3,180,446.01
 Δ = 24°56'35" (RT)
 D = 01°33'33"
 L = 1,599.87'
 T = 812.81'
 R = 3,675.00'
 PC STD 268+88.78
 PT STD 284+88.65

ALEX VACLE GOLA SR.
 CALLED 24.17 AC.
 DOC. NO. 2003030744
 O.P.R.W.C.TX.

LPL INVESTMENTS, LP
 REMAINDER OF
 A CALLED 143.5 AC.
 RECORDED FEBRUARY 5, 2010
 DOC. NO. 2010007498
 O.P.R.W.C.TX.

CHRISTOPHER AND
 TIFFANY LESCHER
 CALLED 2 AC.
 DOC. NO.
 2020023469
 O.P.R.W.C.TX.

NASON HENGST
 RECORDED MAY 26, 2022
 TRACT 1
 CALLED 85,766 AC.
 DOC. NO. 2022064962
 O.P.R.W.C.TX.

ARNOLD THOMAS SCHNELL
 AND PATRICIA N. SCHNELL
 CALLED 25,000 AC.
 DOC. NO. 2016052268
 O.P.R.W.C.TX.

STARLIGHT HOMES TEXAS L.L.C.
 TRACT 3
 CALLED 110.56 AC.
 DOC. NO. 2021074553
 O.P.R.W.C.TX.

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 REF. FIELD NOTE NO. 49138

EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	134.968 AC. LEFT
				REMAINING	0.278 AC. RIGHT



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

SAM
 4801 Southwest Parkway
 Building Two, Suite 1100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 LPL INVESTMENTS, LP
 TAX ID: R020601
 PARCEL 40
 6.254 AC. (272,414 SQ. FT.)

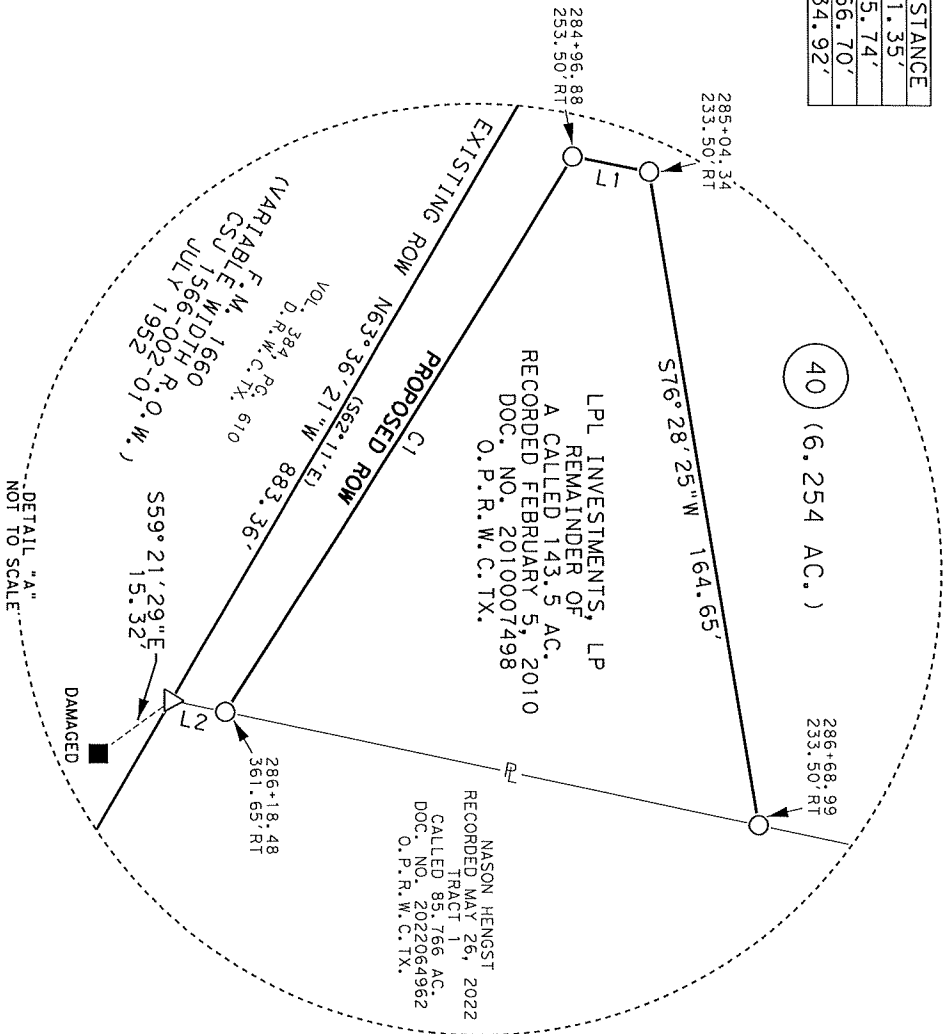
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EXHIBIT "A"

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C1	01°25'51"RT	6,516.00'	162.74'	162.73'	S61°52'39"E
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C3	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
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L2	S07°59'09"W	15.74'
L3	N76°28'25"E	166.70'
L4	N76°28'25"E	134.92'



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REF. FIELD NOTE NO. 49138
PAGE 5 OF 6

EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	134.968 AC. LEFT
				REMAINING	0.278 AC. RIGHT



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
LPL INVESTMENTS, LP
TAX ID: R020601
PARCEL 40
6.254 AC. (272,414 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◼ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDO88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * ACREAGE 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.

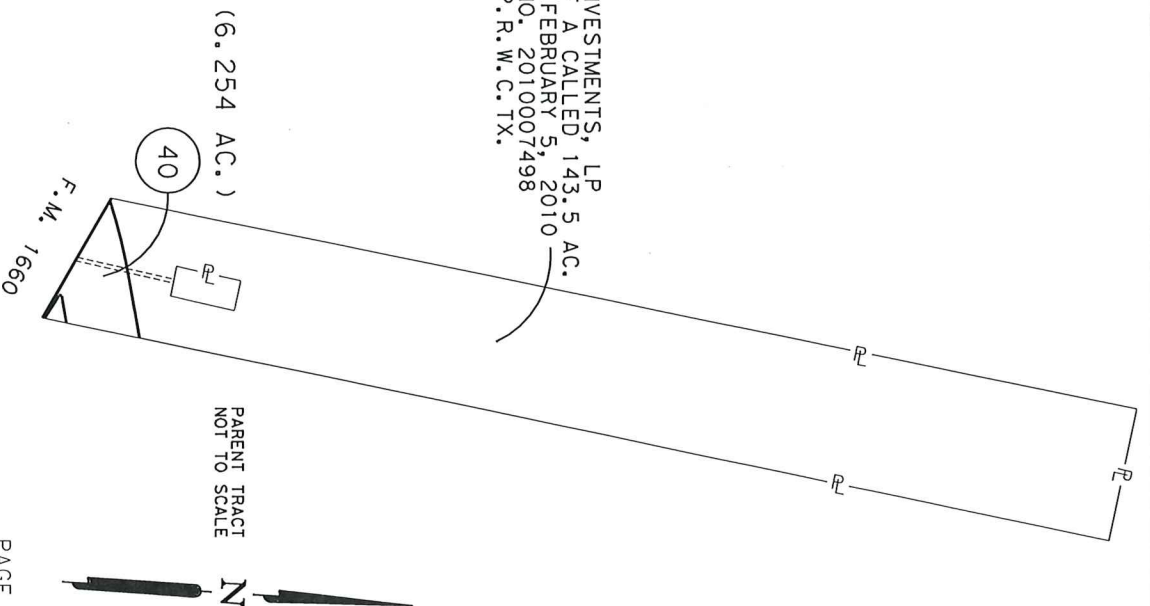
Preliminary

09/14/2022 10:49:13 AM

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

DATE

LPL INVESTMENTS, LP
REMAINDER OF A CALLED 143.5 AC.
RECORDED FEBRUARY 5, 2010
DOC. NO. 2010007498
O.P.R.W.C.TX.



PAGE 6 OF 6
REF. FIELD NOTE NO. 49138

EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	134.968 AC. LEFT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LPL INVESTMENTS, LP
TAX ID: R020601
PARCEL 40

SAM

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

6.254 AC. (272,414 SQ. FT.)

Exhibit "B"

Parcel 40

SPECIAL WARRANTY DEED
Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **LPL INVESTMENTS, LP** 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 6.254-acre (272,414 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, recorded December 22, 2009, in Document No. 2010007498 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the Property herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said Property as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said Property for the construction and maintenance of Southeast Loop.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

LPL INVESTMENTS, LP, a Texas limited partnership

By: LPL Management, LLC, Its General Partner

By: _____

Name: Larry Leschber

Its: Manager of the General Partner

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2022 by LPL INVESTMENTS, LP 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:

100% SUBMITTAL

DRAWING DATE: 2/27/2022
 FILENAME: pwr\\jmt-pw.bentley.com:jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Plan Set\3. Roadway\P&P Sheets\SELOOP_SEC2_PHI_S_RD_PP_FM1660-01.dgn

