REAL ESTATE CONTRACT

Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **STARLIGHT HOMES TEXAS L.L.C.** (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 2.917 acre (127,048 square foot) tract of land, out of and situated in the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27 Part 2**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property 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 TWO HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$291,700.00).

Payment of Purchase Price

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

Special Provisions

2.03.1. <u>Contingent Possession Agreement.</u> By execution of this Contract, the parties acknowledge that the 0.798 acre parcel described by metes and bounds in Exhibit "B" attached hereto (the "Subdivision R.O.W.") is within an area to be dedicated or otherwise conveyed as public road right of way, to be named Cedar Fork Road, as part of Seller's Final Plat of the Gola

Subdivision Phase I (the "Gola Plat"), a copy of which is attached hereto as Exhibit "C".

If, prior to the recording of the Gola Plat dedicating the Subdivision R.O.W. parcel to public use, the Purchaser needs to begin construction of any portion of its proposed Southeast Loop Segment 2 roadway improvements (the "Roadway Project") upon portions of the Subdivision R.O.W. parcel, Purchaser will notify Seller and the parties shall execute a Possession and Use Agreement for Transportation Purposes, substantially in the form of Exhibit "D" attached hereto, which allows possession for construction of the Roadway Project until such time as the Gola Plat is recorded and the Subdivision R.O.W. dedication occurs, and which is suitable for recording in the Official Records of Williamson County, Texas.

2.03.2. <u>Seller's Construction Phase Access.</u> At all times during Purchaser's construction of the proposed Roadway Project, Seller shall be provided with reasonable vehicular ingress and egress access across the Subdivision R.O.W. parcel between FM 1660 and the remaining property of Seller if the proposed Roadway Project is to be constructed prior to installation of Cedar Fork Road, unless otherwise agreed to with Seller, its successors or assigns, in advance.

If construction of Cedar Fork Road is completed prior to the time installation of Purchaser's proposed Roadway Project is completed, ingress and egress from the proposed Gola Plat subdivision along Cedar Fork Road shall be connected to the County's proposed Roadway Project as part of the project construction at the County's sole expense.

2.03.3. <u>Utility Crossings Review</u>. Seller shall submit any proposed utility crossings which are to cross the Property or the Subdivision R.O.W. parcel as necessary to facilitate subdivision development or operation on Seller's remaining property to Purchaser for review and approval of coordination with the proposed Roadway Project design. Purchaser agrees to timely review and provide approval or comments and instructions regarding the sufficiency or alternate suggested size, depth and location design of any utility facility crossings, which approval shall not be unreasonably withheld, conditioned, or denied.

Any approved utility crossings within the Property or the Subdivision R.O.W. parcel which are in place prior to construction of Purchaser's proposed Roadway Project will be accommodated in place or adjusted to coordinate with the proposed Roadway Project facility in accordance with standard Williamson County Utility Adjustment and Reimbursement policies and procedures, and other Texas law.

2.03.4. <u>Plat review or document execution by County.</u> Purchaser agrees to timely review, provide responsive comment for, and otherwise approve and execute any documents reasonably required by Purchaser for completion of the Gola Plat.

The rights and obligations of the parties in this Section 2.03 shall survive the Closing of this transaction, and are not otherwise merged herein.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the current, actual knowledge of Seller:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;
 - 4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

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

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and

clear of any and all monetary liens and restrictions, except for those matters set forth in the Deed.

- (2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to the terms of such policy, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 - (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price.

Prorations

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

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and 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

<u>Notice</u>

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

STARLIGHT HOMES TEXAS L.L.C.

Address: 10721 Research Blvd., Ste. B210 Austin, Texas 78759

Date: 09-29-2022

PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date:	

EXHIBIT "A"

DESCRIPTION OF PROPERTY

{W1176866.2} Exhibit "A"

EXHIBIT "A"

Page 1 of 5 County: Williamson Parcel No.: 27 2 September 2, 2022

R020596 Tax ID:

Highway: Southeast Loop Limits: From: C.R. 137

To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 27_2

DESCRIPTION OF A 2.917 ACRE (127,048 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 110.56 ACRE TRACT OF LAND, DESCRIBED AS TRACT 3 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.917 ACRE (127,048 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 454.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 285+81.79 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 386, Page 389, 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 northwest corner of a called 1.0 acre tract of land, described in a deed to the City of Hutto, Texas, recorded in Document No. 2008034765, O.P.R.W.C.TX., same being the northeast corner of said Tract 3;

THENCE N 63°36'21" W, with the existing south right-of-way line of said F.M. 1660, a distance of 338.59 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,068.11, E=3,181,129.90) set 233.42 feet right of Southeast Loop E.C.S 283+10.76 on the proposed south right-of-way line of said Southeast Loop, for the northeast corner and the POINT OF BEGINNING of the parcel described herein;

THENCE, departing the existing south right-of-way line of said F.M. 1660, with the proposed south right-of-way line of said Southeast Loop, over and across said Tract 3, the following two (2) courses and distances numbered 1-2:

- 1) S 76°55'20" W, a distance of 53.43 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 282+53.85, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 574.13 feet, through a delta 09°32'55", having a radius of 3,445.00 feet and a chord which bears S 68°02'19" W, a distance 573.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 276+41.39 on the common line of said Tract 3 and of a called 24.17 acre tract of land, described in a deed to Alex Vacle Gola Sr., recorded in Document No. 2003030744, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

THENCE, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Tract 3 and said 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) N 07°55'04" E, a distance of 14.78 feet to a calculated point, and
- 4) N 07°37'07" E, a distance of 473.70 feet to a 1/2-inch iron rod found on the existing south right-of-way line of said F.M. 1660, for the northeast corner of said 24.17 acre tract, same being the northwest corner of said Tract 3 and the parcel described herein:

FN 49180 SAM Job No. 61125

EXHIBIT "A"

County: Williamson Page 2 of 5 Parcel No.: 27_2 September 2, 2022

Tax ID: R020596

Highway: Southeast Loop Limits: From: C.R. 137 To: C.R. 404

5) **THENCE** S 63°36'21" E, departing the common line of said Tract 3 and said 24.17 acre tract, with the existing south right-of-way line of said F.M. 1660, a distance of 579.46 feet to the **POINT OF BEGINNING**, and containing 2.917 acres (127,048 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.

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.

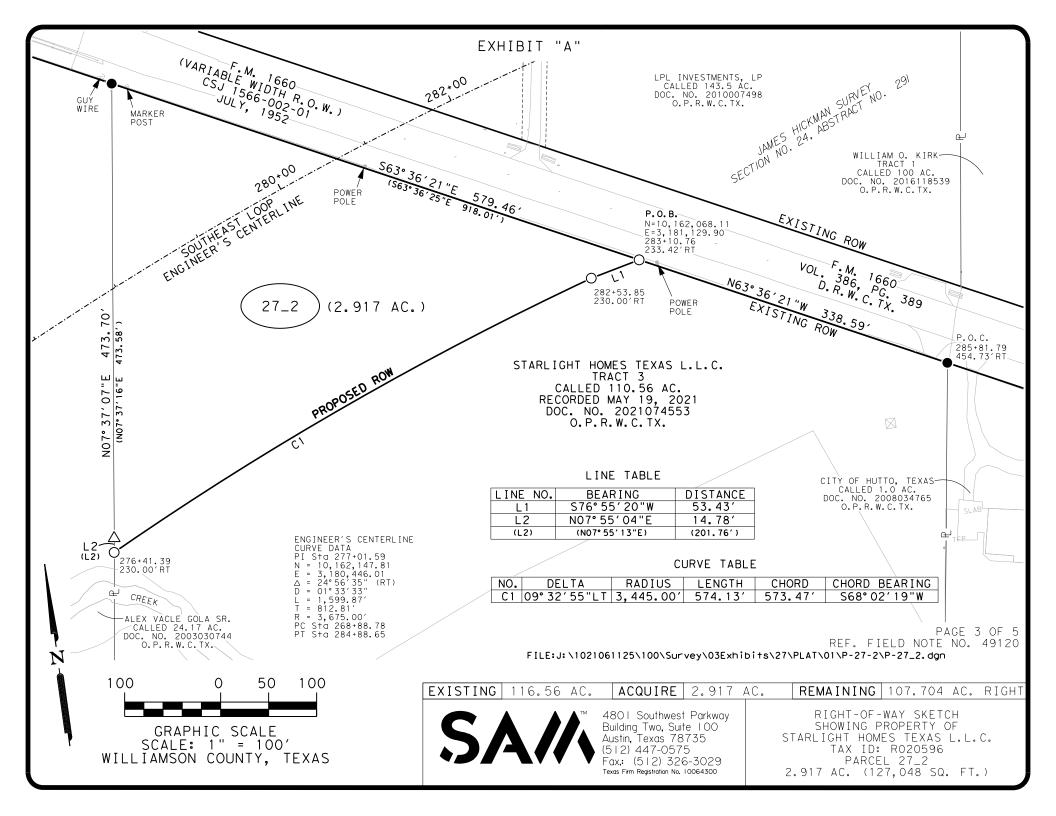
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC

4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300 Saz C. B. 09/02/2022

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

FN 49180 SAM Job No. 61125



THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T. 159148 ISSUE BY TITLE IRESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 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.): RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

2. AN ELECTRIC TRANSISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282 PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) 3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS FOMER & LIGHT COMPANY AS DESCRIBED TO PLOT, MAY AFFECT) WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) 6. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. A WATER PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, WAY AFFECT) 9. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

1). A WAIER-WASTEWATER LINE EASEMENT GRANTED TO GITY OF HUTTO, TEXAS AS DESCRIBED IN DOES NOT AFFECT) (DOES NOT AFFECT)

3. A WAITER/WASTEWAITER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS N. DOCUMENT NO. 2008030259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, (DOES NOT AFFECT) 10. DA WAIER/WASTEWAIER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS INCOCUMENT NO. 2007099312, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, (DOES NOT AFFECT) DESCRIBED DESCRIBED TEXAS.

ORPORATION AS DESCRIBED IN DOCUMENTO GRANTED TO LORA TRANSMISSION SERVICES, CORPORATION AS DESCRIBED IN DOCUMENTO, 2010042890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNT, TEXAS. (DOES NOT AFFECT) 14. A WATER/WASTEWATER LINE EASEWENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

DENCED TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT AS 10 ENCED IN THE LANDLORD'S SUBORDINATION AFREMENT AND CONSENT TO REMOVAL OF 350NAL PROPERTY LOCATED ON OR AFFIXED TO REAL PROPERTY RECORDED IN DOCUMENT NO. 14050786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BY AND BETWEEN JOHN BIGN AND LESSEE, COUFAL PRATER EQUIPMENT LEC AND FH LIGHTS, RESTRICTIONS OR LIMITED TO ANY AND ALL RIGHTS, RESTRICTIONS OR HER MATTERS THAT MAY BE INCLUDED IN THE UNRECORDED LEASE AGREEMENT.)

TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E ORDIZION THE EXECUTION OF AN ANNEXATION DEPOMENT AGREEMENT BETWEEN THE CITY JUTIO AND THE BIGON IMPLEMENT COMPANY, INC AS RECORDED IN DOCUMENT NO. 3043482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

18. TERMS, CONDITIONS, AND STIPPLATIONS IN THE DEVELOPMENT AGREEMENT AS RECORDED DOCUMENT NO. 2021058913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY ASSIGNMENT OF DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2021127033, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THE THATS, CONDITIONS, OND STIPPLATIONS IN LITERASES AND MINETEX, LEASE RECORDED IN VOLUME 2003 PAGE 4033, OFFICIAL RECORDED IN THE STAND PAGE OF THE X-15 ATTE CONSTANDING THE DATE OF THE ABOVE REFERENCED INSTRUMENTABLE TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST (S).

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES RENTALS, AND HERE ROHER RIGHTS IN CONNECTION WITH THE SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HERE ROM AND NOT INSURED HERE UNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VIOLUMENT RECORDED IN STRUMENT TO SAID THE TO SAID THE SAID THE SAID THE STRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

21. ALL REASES, GRANTS, EXCEPTIONS OF RESERVATIONS OF COAL LIGNITES OLL GAS AND OTHER MINERALS TOGETHER WITH ALL RIGHTES PRIVICEDES. ADDIMMUTITES OF CASA INDICATED TO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE BOR NOT THERE WAY DELEASES, GRANTS, EXCEPTIONS OF RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

22. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND INTEREST AND PENALTIES WHICH MAY ACCRUE. Ł

23. 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.)

24. 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 HEREIN DEFINED.

25; ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE FECTING 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) BOUNDARIES OF 유

WITHIN THE

26. ANY PORTION OF SUBJECT PROPERTY LYING UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

FIELD NOTE NO. PAGE 49120 읶 U

116.56 AC. ACQUIRE

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

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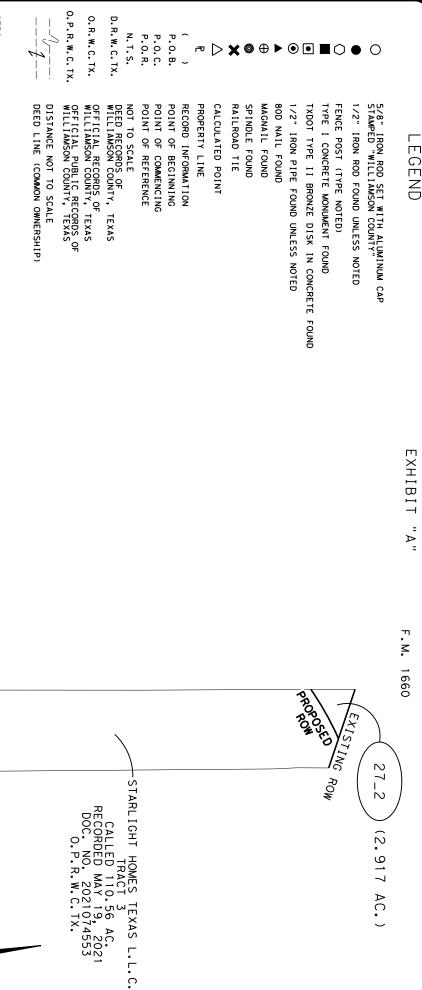
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020596
PARCEL 27_2
2.917 AC. (127,048 SQ. FT.)



NOTES:

. ALL BEARINGS SHOWN ARE BASED ON NADB37/2011/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.

PARENT TRACT

- 2.THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NOT. 1.159148, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
- 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.

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

EXISTING 116.56 AC. ACQUIRE

Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575

4801 Southwest Parkway ax.: (512) 326-3029 as Firm Registration No. 10064300

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\27\PLAT\01\P-27-2\P-27

PAGE 5 OF 5 FIELD NOTE NO. 49120

2.917

REMAINING | 107.704

AC.

RIGH

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L
TAX ID: RO20596
PARCEL 27_2
2.917 AC. (127,048 SQ. F.

EXHIBIT "B"

DESCRIPTION OF SUBDIVISION R.O.W.

{W1176866.2} Exhibit "B"

EXHIBIT "B"

County: Williamson Page 1 of 5 Parcel No.: 27 1 September 2, 2022

Tax ID: R020597, R392665 & R020598

Highway: Southeast Loop Limits: From: C.R. 137

To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 27_1

DESCRIPTION OF A 0.798 ACRE (34,740 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 25.01 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 61.40 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, O.P.R.W.C.TX., AND A PORTION OF A CALLED 0.8542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074404, O.P.R.W.C.TX.; SAID 0.798 ACRE (34,740 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 "BGE INC." found 347.39 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 271+04.91 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and in Volume 384, Page 612, 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 northwest corner of a called 24.17 acre tract of land, described in a deed to Alex Vacle Gola Sr., recorded in Document No. 2003030744, O.P.R.W.C.TX., same being the most northerly northeast corner of said Tract 1;

THENCE S 07°47'03" W, departing the existing south right-of-way line of said F.M. 1660, with the common line of said Tract 1 and said 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

- 1) **THENCE** S 07°47′03″ W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the common line of said Tract 1 and said 24.17 acre tract, a distance of 579.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S 265+89.43 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod with an orange plastic cap stamped "BGE INC." found for the southwest corner of said 24.17 acre tract, same being an interior ell corner of said Tract 1, bears S 07°47′03″ W, a distance of 47.13 feet;
- 2) **THENCE** departing the common line of said Tract 1 and said 24.17 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said Starlight Homes Texas L.L.C. tracts, an arc distance of 81.63 feet, through a delta 00°29'55", having a radius of 9,380.00 feet and a chord which bears S 55°29'53" W, a distance 81.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 166.75 feet right of Southeast Loop E.C.S 265+07.99 on the common line of said Tract 2 and a called 271.214 acre tract of land, described in a deed to Clayton Properties Group Inc., recorded in Document No. 2021007407, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

FN 49180 SAM Job No. 61125

EXHIBIT "B"

County: Williamson Page 2 of 5 Parcel No.: 27 1 September 2, 2022

R020597, R392665 & R020598 Tax ID:

Highway: Southeast Loop Limits: From: C.R. 137

To: C.R. 404

- 3) **THENCE** N 07°48'42" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Tract 2 and said 271.214 acre tract, a distance of 573.85 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 269+20.74 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;
- 4) THENCE departing the common line of said Tract 2 and said 271.214 acre tract, with the proposed north rightof-way line of said Southeast Loop and said curve to the right, over and across said Starlight Homes Texas L.L.C. tracts, an arc distance of 85.21 feet, through a delta 01°15'01", having a radius of 3,905.00 feet and a chord which bears N 52°39'14" E, a distance 85.21 feet to the POINT OF BEGINNING, and containing 0.798 acres (34,740 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.

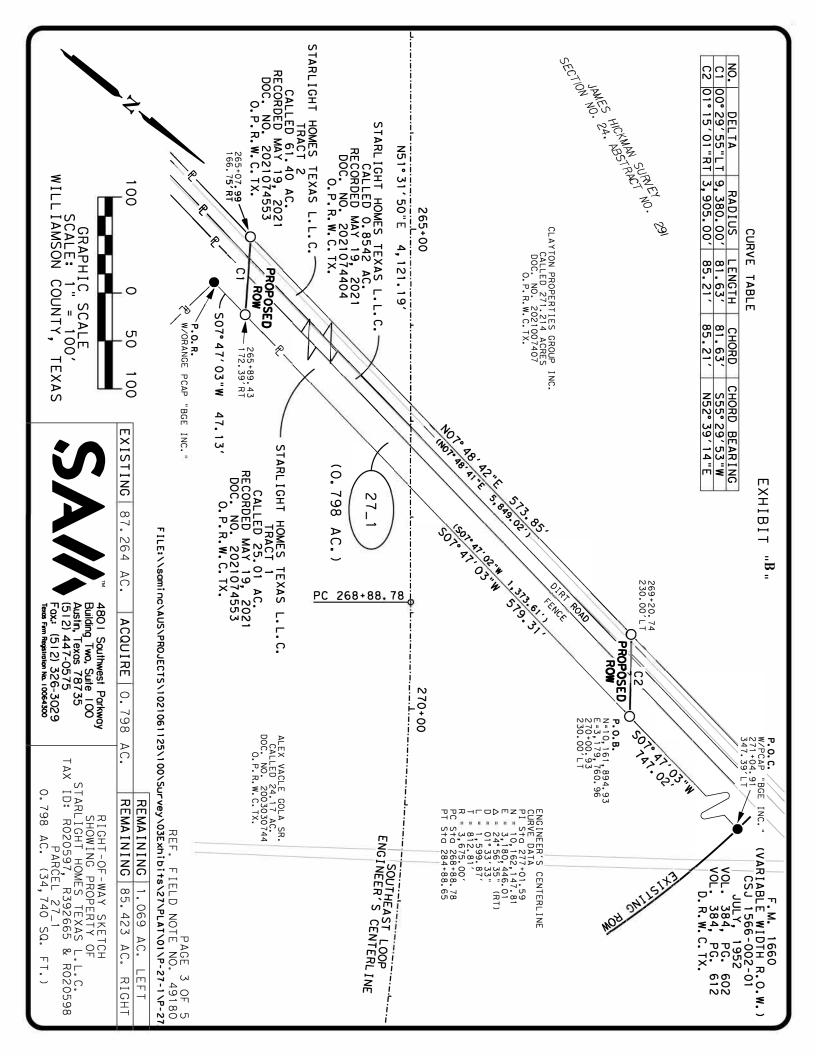
SURVEYING AND MAPPING, LLC 4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300

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

Som C. Re

09/02/2022

FN 49180 SAM Job No. 61125



EXHIBIT

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR INSURANCE OF NO TISSUED BY TITLE IRESOURCES GUARANTY COMPANY, DATE MAY 5, 2022, AND ISSUED BATE MAY 13, 2022. EFFECT IVE

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.): RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COWPANY AS DESCRIBED IN VOLUME 282 PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) 3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) TEXAS

PÓWER & LECTRIC TRANSMISSION AND/OR DISTRIBUTED SOLUME 3802 I PAGE ASEMENT GRANTED TO TEXAS WILLIAMSON COUNTY, TEXAS. CUNABLE TO PLOT, MAY AFFECT)

TEXAS. (UNABLE EASEMENT GRANTED TO 3181F OF TEXAS ACTING THROUGH THE STATE HIGHWAY, COMMISSION OF THE TRANSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) PAGE 369, BEED RECORDS, WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN VOLUME 386,

CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. A WATER PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) 9, AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

IN)- A MATERYWASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN)- BOCKMENT PEOCT OF TEXAS AS DESCRIBED (DOES NOT AFFECT)

3. A MATETY/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS OS 13. DOES NOT AFFECT? 1DOES NOT AFFECT? R. DA MATERY/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS OCCUMENT AFFECT?

BOES NOT AFFECT? DESCRIBED TEXAS. DESCRIBED TEXAS.

IN-DÓCUMENT MASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN-DÓCUMENT NO 2008030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

15 AN ELECTRIC LINE BASEMENT EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES, CÓRPORATION AS DESCRIBED IN DOCUMENT NO. 2010042890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNT, TEXAS. (DOES NOT AFFECT)

ENCED IN THE LANDIADY S SUBDADINATION AFFIRM CERTAIN CLEASE AGREEMENT AS DENCED IN THE LANDIADY S SUBDADINATION AGREEMENT AND CONSENT TO REMOVED ON A FEIXED TO REAL PROPERTY LOCATED ON OR AFFIXED TO REAL PROPERTY RECORDED IN DOCUMENT ON TEXAS, BY AND BETWEEN OF FIGHE PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN OF THE PROPERTY RECORDS OF THE PROPERTY RESTRICTIONS OR PRATE EQUIPMENT ALC. AND FH PRATE RESTRICTIONS OR THE MATTERS THAT MAY BE INCLUDED IN THE UNRECORDED LEASE AGREEMENT.)

TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E CITY THORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY HUTTO AND THE BISON IMPLEMENT COMPANY INC AS RECORDED IN DOCUMENT NO. 19043482, OFFICIAL PUBLIC RECORDS, WILL IAMSON COUNTY, TEXAS.

18. TERMS, CONDITIONS, AND STIPPLATIONS IN THE DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021059913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS TO FURTHER AFFECTED BY ASSIGNMENT OF DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2021127033, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

19. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE RECORDED IN VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY TEXAS, TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES RENTALS CAND HEREIGHTS IN CONNECTION WITH THE SAME ALL OF WHICH ARE EXPEDITED IN CONNECTION WITH THE SAME ARE OF SHIP ARE EXPENSES LY REPERSON OF THE MODEL OF SHIP AND LINE TO SAID IN AN INSTRUMENT RECORDED IN VOLUME 777 PAGE 744 DEED RECORDS, WILLIAMSON COUNTY, TEXAS, TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSECUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

21. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITES OIL GAS AND THER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERE OF A PECARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOTHER THAT ARE NOT LISTED.

22. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND INTEREST AND PENALTIES WHICH MAY ACCRUE. AL

23. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS I TEM 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.)

24. ANY VISIBLE AND APPARENT EASEMENT EITHER PUBLIC SED BY THE PUBLIC RECORDS HEREIN DEFINED.

25; CATY ENCROACHMENT, ENCLMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

26. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE UNDEDICATED PUBLIC OR PRIVATE ROADWAY. BOUNDARIES OF DEDICATED 유

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibi+s\27\PLAT\01\P-27-1\P-27_1.dgn REF. FIELD NOTE NO.

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ACQUIRE

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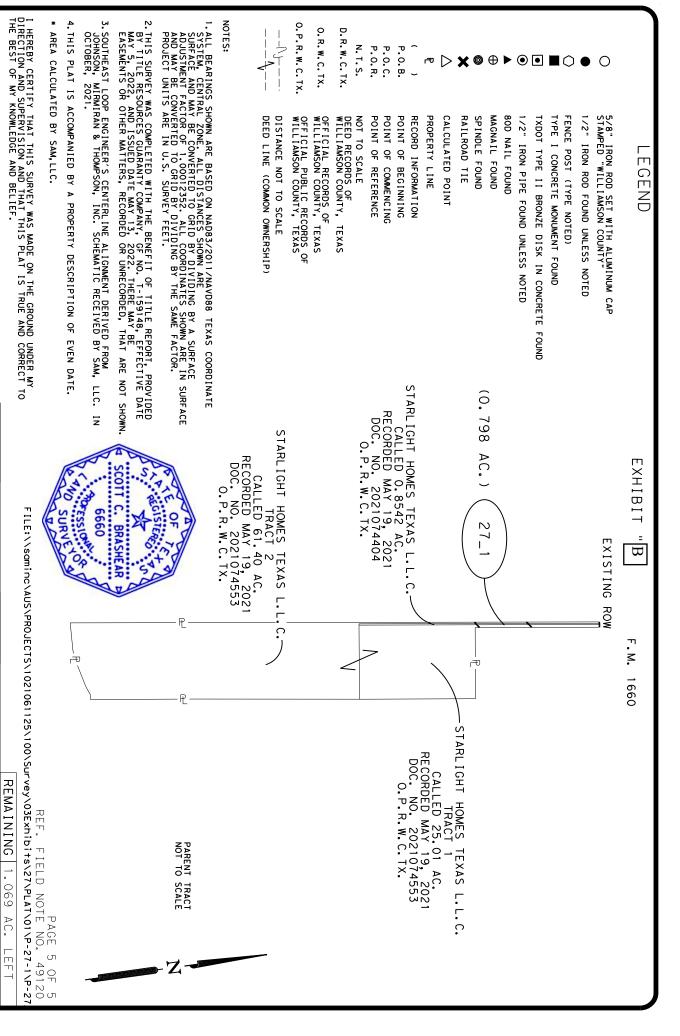
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LEFT

Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 4801 Southwest Parkway (5 | 2) 326-3029 m Registration No. 10064300 TAX

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
(ID: R020597, R392665 & R020598
PARCEL 27_1
0.798 AC. (34,740 SQ. FT.)



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

EXISTING | 87.264 AC.

Building Two, Suite 100 Austin, Texas 78735 , (512) 447-0575 Fax: (512) 326-3029 4801 Southwest Parkway ; (5 | 2) 326-3029 Firm Registration No. 10064300

ACQUIRE | 0.

, 798

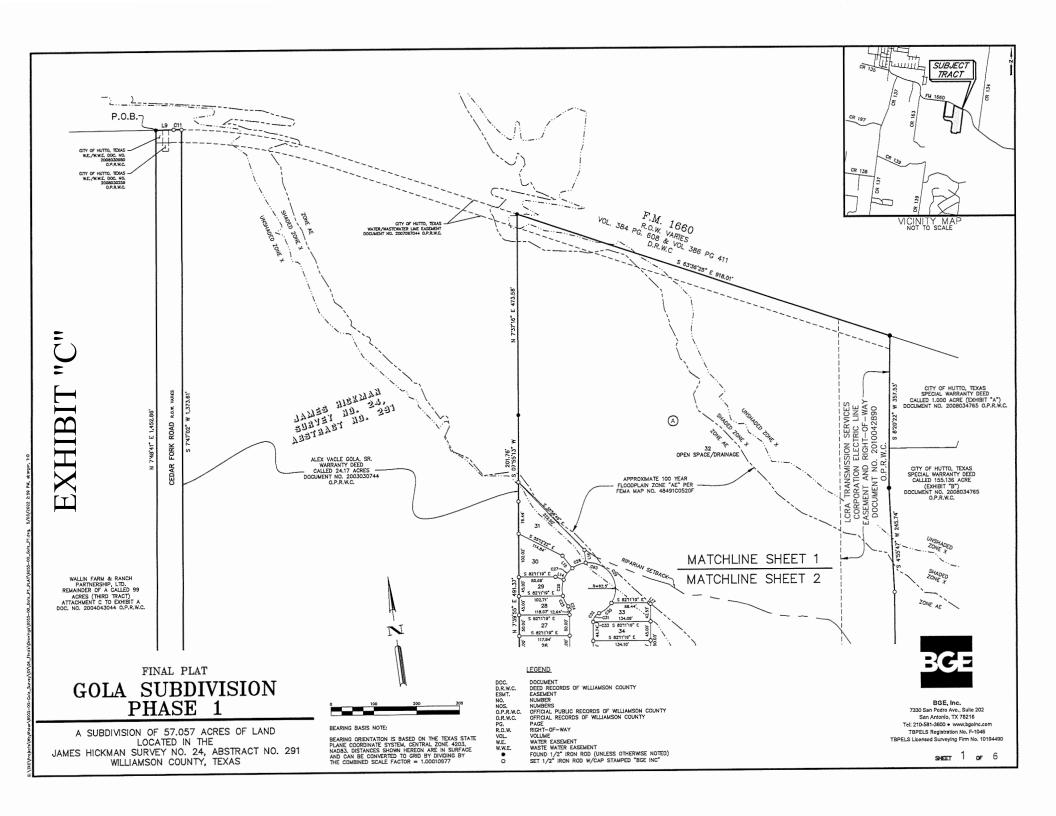
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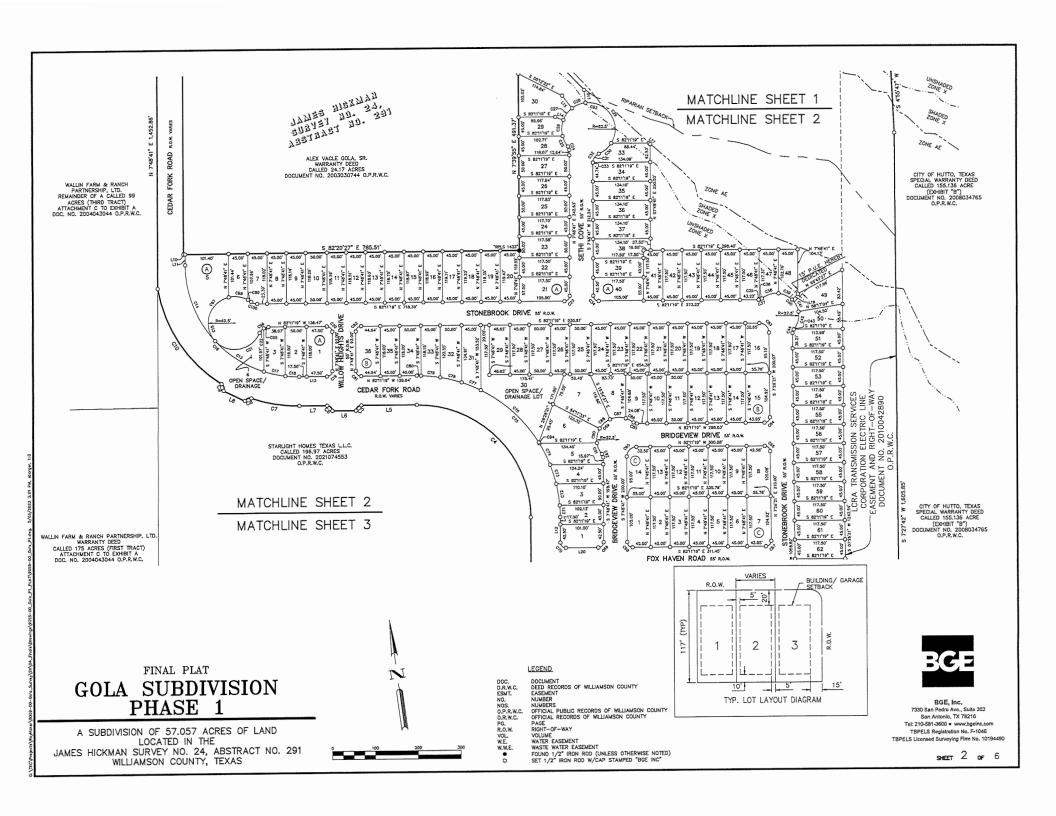
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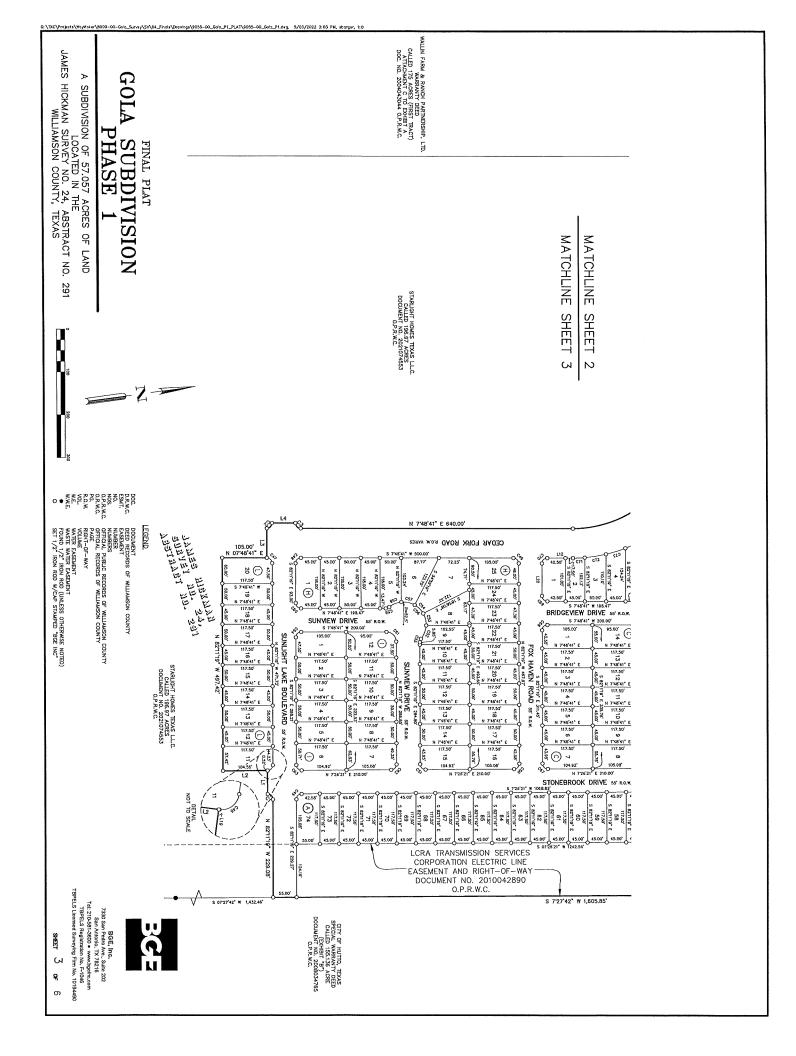
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SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L
10: R020597, R392665 & R
10: PARCEL 27_1 34,740 & R020598

EXHIBIT "C"

{W1176866.2} Exhibit "C"







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291

A SUBDIVISION OF 57.057 ACRES OF LAND LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. WILLIAMSON COUNTY, TEXAS

SUBDIVISION PHASE 1

FINAL PLAT

90'00'00" S 52'48'41" W 89'37'40" N 37'22'29" W

90"00"00" S 37"1"19" E 90'00'00" S 52'48'41" W 89"37"40" S 37"22"29" E

89"37"40" N 37"22"29" W 39"42"54" S 27"17"48" W

42.52' 1.00' 8.49' 17.62' 17.68' 17.68'

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N 46'36'22" E

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m m		31'48'43" 8'20'55" 8'49'51" 7'45'02" 1'42'47" 90'00'00" 90'02'00" 90'22'20' 39'42'54"	334,50° 334,50° 334,50° 334,50° 334,50° 12,50° 12,50° 12,50° 12,50° 12,50°	525.43" 1185.72" 48.74" 51.55" 45.25" 45.25" 10.00" 19.63" 19.63" 19.63" 19.72" 8.66"	C75 C76 C77 C77 C77 C79 C80 C81 C82 C83 C84 C84 C85
m m & & m & & & &		31'48'43" 8'20'55" 8'49'51" 7'45'02" 11'42'47" 90'00'00" 90'00'00" 90'00'00" 90'22'20" 90'22'20"	334.50° 334.50° 334.50° 334.50° 334.50° 334.50° 12.50° 12.50°	525.43" 1185.72" 48.74" 51.55" 45.25" 10.00" 19.63" 19.63" 19.63" 19.72" 8.66"	C75 C76 C77 C77 C79 C80 C81 C83 C83
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₹ ₹ ₹		31'48'43" 8'20'55" 8'49'51" 7'45'02"	334.50° 334.50° 334.50° 334.50°	525.43' 185.72' 48.74' 51.55' 45.25'	C75 C76 C77 C77 C78
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39'38'23" W 183.35'			334,50	525.43"	C75
37"11"19" W 473.05"	N 37	.00,00.06			(/+
18'27'07" W 55.76'	N 187	9'33'41"	334.50	55,82'	74.5
09'37'42" W 47.17'	N 09"	8'05'10"	334.50'	47.21	C73
D174"41" W 50.63"	N 017	8*40*51*	334.50	50.68'	C72
05"27"12" E 27.52"	N 057	4'42'57"	334.50	27.53'	C71
3711'19" E 17.68'	S 371	.00,00.06	12.50'	19.63	C70
52"48"41" E 17.68"	N 52	90'00'00"	12.50	19.63	C69
3771'19" E 17.68'	\$ 377	90'00'00"	12.50	19.63	C68
m	N 52	90"22"20"	12,50	19.72"	C67
37'22'29" W 17.62'	N 37	89'37'40"	12.50	19.55	C66
52*48'41" W 31.82'	S 52"	-00,00.05	22.50"	35.34	C65
m		.00,00.05	12,50'	19.63'	C64
52'37'31" E 17.74'	N 52	90"22"20"	12,50	19.72'	63
37'22'29" W 17.62'	N 37	89"37"40"	12.50	19.55	C62
52*48'41" W 31,82'	S 52"	,00,00.06	22.50	35.34	61
52"48"41" E 17.68"	N 52	,00,00.06	12,50'	19.63	60
12'02'46" W 8.49"	N 127	39"42"54"	12,50'	8.66	C59
14'46'44" E 30.92'	S 14.4	3475'00"	52.50'	31.38	C5B
20°03'44" W 31.95'	\$ 20%	35"25"55"	52.50	32.47	C57
52"48"41" W 104.55"	S 52"	169"25"49"	52.50	155.25	C56
6219'52" E 8.49'	S 62"	39"42"54"	12.50	8,66	C55
53'07'10" W 27.78'	S 53%	30"40"57"	52,50'	28.11"	C54
84°26'17" W 28,90'	S 84"	31.57,18,	52.50'	29.28'	ដ
61'01'44" W 33,41'	N 61.0	37'06'39"	52,50'	34.00	C52
52'37'31" E 17.74'	N 52	90"22"20"	12.50'	19.72'	3
BEARING CHORD DISTANCE	CHORD	DELTA	RADIUS	ARC LENGTH	NUMBER

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62.50° 62.50° 62.50

11442'38" N 88'00'41" E 105.25'
3747'31" S 4933'07" W 14.57'
90'00'0" N 52'49'41" E 17.68'
3955'40" N 1259'39" W 8.54'
2518'40" S 1978'40" E 27.39'
31'39'12" S 4415'28" W 37.68'
31'39'12" S 75'54'38" W 34.09'
31'39'12" S 75'54'38" W 34.09'
31'39'12" N 57'39'39" E 37.94'
85'52'031" N 57'39'39" E 37.94'

14.84' 19.63' 8.71' 27.61'

62.50° 22.50° 12.50° 12.50°

R - RESIDENTIAL

O.S. - OPEN SPACE

O.S.D. - OPEN SPACE/DRAINAGE

19.63

12.50 12.50

125.13

51.31

265.50

y 1104'20" S 69:3717" E 51.23" y 701'52" S 78:40'23" E 32.56' 90'00'00" N 52'46'41" E 17.68' 90'00'00" N 37'11'9" W 17.68'

265.50' 2927'07' \$ 4921'33' E 134.98' 265.50' 4278'21' \$ 1324'49' E 192.19' 62.50' 285'08'04' \$ 05'46'36' E 75.98' 285.50' 8959'40' \$ 37'11'29' E 375.46'

255.50' 4276'21' \$ 137.4'49" E 192.19' 255.50' 2977'07' \$ 4971'33" E 134.98' 255.50' 4776'21' \$ 13724'49" E 192.19'

18.43

1,099.88' 0'57'36" N 82'14'06" W 18.43'

83'22'50" N 07'39'10" W 47'44'44" S 25'28'13" E

16.63 17.68' 113.91' 16.63'

83'22'50" S 75'43'40" W

19.63

334.50

90'00'00" N 37'11'19" W

90'00'00" N 37'11'19" W 90'00'00" S 52'48'41" W

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57.057 ACRES	170		TOTAL	
22.168 ACRES	3	덬	DRAINAGE/OPEN SPACE LOT	
12.495 ACRES	1		RIGHT-OF-WAY	
22,394 ACRES	168		RESIDENTIAL	
ACREAGE	NO.		DESCRIPTION	
M	SCHEDULE	SS	LAND USE	
9,294 FEET		Γ	TOTAL LINEAR FEET	
667 FEET	FEET	55	SUNVIEW DRIVE	
680 FEET	FET	55	BRIDGEVIEW DRIVE	
555 FEET	FET	55	FOXHAVEN ROAD	
2,506 FEET	55 FEET	អូ	STONEBROOK DRIVE	
227 FEET	55 FEET	દ	WILLOW HEIGHTS DR.	
448 FEET	55 FEET	55	SETHI COVE	
875 FEET	55 FEET	55	HERITAGE MILL BLVD.	
3,336 FEET	VARIES	Ş	CEDAR FORK ROAD	
CENTERLINE LENGTH	R.O.W. WIDTH CEN	R.O.W	STREET	
	STREET NAMES	REF	Ŋ	

ARC LENGTH

RADIUS DELTA CHORD BEARING

CHORD DISTANCE

90'00'00" N 37'11'19" W

90"00"00" N 52"48"41" E 90'22'20" S 52'37'31" W CURVE TABLE

	LINE TABLE	
NUMBER	BEARING	DISTANCE
	N 82'33'39" W	55.00
12	S 07'26'21" W	104.56
ធ	N 821119" W	69.00
L4	N 07'48'41" E	55.00'
15	N 827119" W	129.64
F6	N 8211'19" W	55,00°
۲7	N 821119" W	65,00'
FB.	N 55'57'45" W	55.00*
F)	S 82*46*22* E	41.30*
L10	S 82"20"27" E	4.11
5	S 07'48'21" W	25.04
L12	N 07'48'41" E	60.00'
113	S 8271'19" E	65.00
114	S 61'34'10" E	20.45
L15	S 29'54'58" E	37.54
118	S 01'44'14" W	29,93
L17	S 40'20'32" E	3.70
LIB	N 52'26'21" E	19.00
L19	N 07'26'21" E	0.52"
20	N 8271719" W	76.00'

•	TBPELS Licensed Surveying Firm No. 10'	TBPELS Registration No. F-1046	Tel: 210-581-3500 • www.bgeinc.co	San Antonio, TX 78216	7330 San Pedro Ave., Suite 202	BGE, Inc.	

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BEGINNING at a 1/2—Inch iron rad with a cap stamped BGE INC" found on the south right—of—way line of F.M. 1660 (F.Q.W. — Varies), as described in Volume 334, Page 688 and Volume 336, Page 411 of the Deed Records of Williamson County, Taxon, at the common center of said 0.7 of one acre tract and a called 91 acre tract of land (Third Tract) as described in Attachment. "C to Exhibit." "A as conveyed unto Wallin Farm & Ranch Partnership, Ltd. in Document Number 2004-03444 of the Official Public Records of Williamson County, Taxon, for the northwest corner and POINT OF BEDINNING of the herein described tract:

THENCE, S 8246/227 E, coheridant with the common line of soid right-of-way, said 0,7 of one occur treet, soid 0.8575 of one occur treet, and said 0.996 of one occur treet, a distance of 41.30 feet to a 1/2-hech from rod with a cap stamped "96E INC" set of the beginning of a non-chappent caure of the herein described treet;

THENCE, curving to the right, continuing coincident with said common, with a radius of 108.98 feet, on are insight of 16.4% feet, a central only of 00577.95, a chord bearing of \$251760° E. and a chord distance of 16.45 feet to a 1/2-when iron rad with a cap stramped 1502. Not, eat at the common commer of the 2000,007 and other phasilied 24.17 occre frest of land are conveyed into New York (New York of the 2000,007 and other Office 16.40 feet of Williams Charley, News, of the 100,007 and the 2000,007 and other Office 16.40 feet of Williams Charley, News, of the 10.40 feet of Williams Charley, News, of the 10.40 feet of Williams (New York of Williams of Williams (New York of Williams of Williams

THENCE, S 822027" E, coincident with the common line of the 24.17 acre tract and solid 24.00 acre tract, a distance of 785.51 feet to a 1/2-lack Iron rad with a cap stamped "RPLS 14.35" found on the west line of the distance that 10.66.50 acre tract of the common corner of the 24.17 acre tract and the 24.00 acre tract of the common corner of the 24.17 acre tract and the 24.00 acre tract for a re-entrant corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the 24.17 acre tract and said 110.863 acre tract, following three (3) courses:

1)N 07'35'55" E, a distance of 491.37 feet to a 1/2—Inch Iron rod with a cop stamped 'BGE INC" set for an angle point of the herein described tract;

N 07'55'13" E, a distance of 201.76 feet to a 1/2-inch fron rod found for an angle point of the harein described fract;

3) N 073715" E. a distance of 473.58 feet to a 1/2-linch iron rod found on the afformentioned auth right-of-way F.M. 1680 at the common corner of the 24.17 agre tract and the 110.63 agre tract for a northerly corner of the herain described tract;

THENCE, S. 63/36/25° E, coincident with the common line of said right—of—way and the 110.653 acre tract, a distance of 918.01 feet to a 1/2—inch loan not found at the common corner of the 110.653 acre force and a called 1.000 acre froct of land (Exhibit. "A) acromovegle unit the City of Hutto, Texas, his bocument Number 2008.03/765 of the Official Public Records of Williamson County, Texas for the northeast corner of the herein described tract:

THENCE, departing said common line, exhedent with the common line of the 110,683 are treet, said 1,000 are treet and a called 1,5136 are treet of land (Exhibit °B') as conveyed unto the City of Hutto, Texas in said Document Number 2006034785, the following three (3) courses: 1)S 08'20'22" W, a distance of 357.53 feet to a 1/2—Inch Iron rod found for an angle point of the heroin described tract;

2) S 0.4°55'47" W, a distance of 245.74 feet to a 1/2—Inch Iran rad with a cap stamped "BCE INC" set for an angle point of the herein described tract;

3) S 072742" W. a distance of 1,605.85 feet to a 1/2—Inch from rad with a cap stamped '96E INC" set for the centurity southback corner of the herein described tract, from which a 1/2—Inch from rad found at an angle point said common line beam S 072742" W. a distance of 1,402.46 feet;

THENCE, departing said common line, over and across the 110.663 acro tract the following eleven (11) courses: 1)N 8211'19" W, a distance of 229.08 feet to a 1/2-inch iron rod with a cap stamped "86E INC" set for a point of curvature of the herein described tract;

2) Curving to the left, with a radius of 12.50 feet, an arc length of 19.72 feet, a central angle of 90°22°20°, a chord

bearing of \$ 52°37′31″ W, and a chord distance of 17.74 feet to a 1/2—inch Iron rod with a cap stamped '9CE INC' set at the end of this curve for a corner of the herein described tract;

N 82:33'39" W, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC" set for a re-entrant corner of the herein described tract;

4) S 07'26'21" W, a distance of 104.56 feet to a 1/2—inch iron rod with a cap stamped "BCE INC" set for the most southerly southeast corner of the herein described tract;

 N 827179" W, a distance of 497.42 fact to a 1/2-inch iron rad with a cap stamped southwesterly corner of the herein described tract; BGE INC" set for the

 6) N 07*8"41" E, a distance of 105.00 feet to a 1/2—inch iron rod with a cap carner of the herein described tract; stamped 'BCE INC" set for a re-entrant

7) N 82711'19" W, a distance of 69.00 feet to a 1/2-inch iron rod with a cap stamped "SGE INC" set at the beginning of a non-tangent curve of the herein described tract;

8) Curving to the left, with a radius of 12.50 feet, on ore length of 19.53 feet, a central engle of 90°00'00", a chord bearing of N 377116". W, and a chord distance of 17.88 feet to a 1/2-high lenn rad with a cap stamped "96E. NO" set of the end of this curve of the hands described tract;

9) N 07'48'41" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC" set at the beginning
of a non-tangent curve of the herein described tract;

10)Durhing to the left, with a radius of 12.50 feet, on are tenigh of 19.63 feet, a central angle of 80°00'00°, bearing of N 52'48'41°. E, and a chard distance of 17.68 feet to a 1/2-inch iron rod with a cap stamped set for a point of tangency of the hardin described fract; ", a chord

11) N 0748'41" E, a distance of 640,00 feet to feet to a 1/2-inch iron rod with a cap stamped 'BCE INC" set for a point of curvature of the herein described tract;

MEDICE, Curving to the left, continuing over and ocross the 110.863 acre tract, crossing into the aforementaned 24.00 acre tract, with a radius of 265.50 feet, an arc insight of 417.05 feet, a central angle of 90°00'00", a chard bearing of 37°11.19" W, and a chard distance of 375.47 feet to a 1/2-linch Iran rad with a cap stamped 486 INC" set for a point of tangency of the herein described tract;

THENCE, continuing over and across said 24.00 acro tract the following nine (9) courses:

1)N 8271'19" W, a distance of 129.64 feet to a 1/2—inch Iron rod with a cap stamped 'BGE INC" set for a point of curvature of the herein described tract;

2) Curring to the left, with a radius of 12.50 feet, an are length of 13.63 feet, a central angle of 90°00'00", a chord bearing of \$ 52°48'4". H, and a chord distance of 17.88 feet to a 1/2-inch iron rad with a cap stamped "90°E NO" as to the end of this curve of the hardin described tract;

N 8271'79" W, a distance of 55.00 feet to a 1/2-inch iran rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

4) Curving to the left, with a radius of 12.50 feet, an earlier length of 19.63 feet, a central engle of 90°00′00″ a chord bearing of N. 3771′15″ M, and a chord distance of 17.88 feet to a 1/2-high liven rad with a cap stamped "BCE INC" set for a point of troogency of the hiering described tract;

N 82"1"19" W, a distance of 65,00 feet to a 1/2-inch iron rad with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

6) Curving to the right, with a radius of 34,50 feet, on are length of 14,47 feet, a central angle of 1938/24", a chard bearing of N /22320" M, 13,31 feet to a //2—that lian rod with a cap stamped "BGE NC" set for a point of reverse curvature of the herein described front;

7) Curving to the Inft. with a radius of 1250 deet, an are length of 18.19 feet, a central angle of 8372/50°, a chood beaming of 5.754/340° N, and a chord dictance of 16.83 feet to a 1/2-hash iron rod with a cop stamped '90E NO' as it is the end of this curve of the heads described tract;

8) N 55'57'45" W, a distance of 55.00 feet to a 1/2-inch Iran rad with a cap stamped 'BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

9) Curving to the left, with a radius of 12.50 feet, an are length of 18.19 feet, a central engle of 837250", a chord bearing of N 072910" W, and a chord dilatence of 16.85 feet to a 1/2-inch fron rad with a cop stamped "9CE NO" set for a point of reverse curvature of the height described tract;

THENCE, curying to the right, continuing over and across the 24.00 acre tract, the dirementioned 0.6575 of one acre tract and the aforementioned 0.7 of one acre tract, with a radius of 334.50 feet, on are length or 278.75 feet, a centro angle of 474.44, a chard bearing of N. 252817 W, and a chard distance of 270.75 feet to a 1/2-lach iron rad with a cap stemped 1966 MCP set on the common line of add 0.7 of a acre tract and the differentiable of the 93 acre tract for a point of tempera of the herein described tract;

THENCE, N 07'48'41" E, coincident with said common line, a distance of 1,452.86 feet to the POINT OF BEGINNING and containing 57,057 acres of land, more or less.



GOLA

FINAL PLAT

A SUBDIVISION OF 57.057 ACRES OF LAND LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. WILLIAMSON COUNTY, TEXAS 29

BGE, Inc.
7330 San Pedra Ava., Sulha 202
San Androlo, TX 78216
Tel: 210-581-3800 - www.bglohc.com
TBPELS Registration No. 7-1046
TBPELS Uconsad Surveying Firm No. 10194490

STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS: 979

THAT THAT STARLIGHT HOMES TEXAS, LL.C., ACTING HEBEN BY AND THROUGH ASPITON MODES-MUSTIN DIVISION, BY ITS GENERAL PARTNER, KEITH PERSON, WCE PRESIDENT OF LAND, BING THE OMERS OF A CALLED 196.37 ACRES OF LIND AS CONVERTE TO IT BY INSTRUMENT RECORDED IN DOC. NO. 2021074533 OF THE FOFFICH, PUBLIC RECORDS OF WILLMASSON COUNTY, TEXAS, ALL OUT OF THE JAMES SHELTON SIRVEY, ABSTRACT NO. 560 WILLMASSON COUNTY, TEXAS DES HEBERY SERBINDE 57.057 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

GOLA SUBDIVISION PHASE 1

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _ DAY OF

KEITH PEARSON, VICE PRESIDENT OF LAND ASHTON WOODS — AUSTIN DIVISION 10721 RESEARCH BLVD. B—210 AUSTIN, TEXAS 78759

COUNTY OF WILLIAMSON STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NETTH PEARSON, MCE PRESIDENT OF LAND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBBECRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE RECEITED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME MY COMMISSION EXPIRE EXPIRES

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOODPLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0520F, REVISED DECEMBER 19, 2019.

I TMOTHY M. HOLLAND, AM, AUTHORIZED UNDER THE LANS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TEXISILE FROM AN ENGINEERING STANDONIYI, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND JALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

1701 DIRECTORS BOULEVARD, SUITE 1000 AUSTIN, TX 78744 IMOTHY M. HOLLAND, P.E. ICENSED PROFESSIONAL ENGINEER NO. 94848

DATE

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAWS SUPPEYING, AND DIO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT PROFERSADE AROUND AND ALMACITYLA, SUPPEY OF HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT PROFESSION AND THAT ALL RECESSARY SUPPEY MOUNTAINS ARE FOUND OR CORRECTLY SET UPON COMPLETION

RELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND JALL NOT BE USED OR VIEWED OR RELIED USEN OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DION P. ALBERTSON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR NO. O SAN PEDRO AVE, SUITE 202 ANTONIO, TEXAS 78216 4963 DATE

FINAL PLAT

PHASE SUBDIVISION

JAMES HICKMAN SURVEY NO. 24, A WILLIAMSON COUNTY, ➣ SUBDIVISION OF 57.057 ACRES OF LAND ABSTRACT NO. TEXAS 291

GENERAL NOTES:

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NADB3. COMBINED SCALE FACTOR = 1.000109774203,
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO THE UDC.

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- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- Ģ A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LINES.
- IP PARKING IS DESRED ON BOTH SDESS OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WILE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LIME SIGNAGE IS REQUIRED. (2018 APPENDY D SEC. 10.3.6 DT0.5.0.2)
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 10. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.

SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.

11. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.

- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDG REQUIREMENTS, AS AMENDED.
- THIS TRACT IS WITHIN CITY OF HUTTO WATER COM SERVICE AREA, AND CITY OF HUTTO WASTEWATER COM SERVICE AREA, WARRE AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE NOTHING TO THIS SITE. THE CITY OF HUTTO ASSIMES NO OBLIGATIONS FOR INSTITULING ANY HATER, AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- 14. A PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
- 15. THE SUBJECT PROPERTY LES IN UNISHADED ZONE "X", (AREAS DETENMED TO BE OUTSDE THE 0.22 MINUAL CHANGE FLOODPLAN), SCHOOL ZONE "X", (AREAS CH 0.23 MINUAL CHANGE FLOOD AND MANUAL CHANGE FLOOD AND MA
- 16, IN 98DER TO PROMOTE DRAWNOE AWAY PROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT ELEXIT ONE (1) FROT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRANDED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/27 PER FOOT FOR A DISTANCE OF AT LEAST TEX (10) FEET.
- ON—SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST—DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100—YEAR STORM EVENTS. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- 19. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- 20. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL LOT SHALL BE BASED ON THE DRAINAGE REPORT.
- 22. NO STRUCTURES MAY BE BUILT WITHIN THE RIPARIAN SETBACK PER THE HUTTO UDC, AS AMENDED.

PLANNING AND ZONING COMMISSION CHAIR:

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING À ZONING COMMISSION CHAIR 2 THE ON 쿪

RICHARD HUDSON

DAY OF.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

MY OFFICE ON THE ____DAY OF ___ RECORDS OF SAID COUNTY, IN DOCUMENT NO. 20____ A.D., AT _ O,CLOCK M. IN THE PLAT

THE DATE LAST ABOVE WRITTEN. WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS,

NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7330 San Podro Ave, Suite 202
San Antonio, TX 72015
Tel; 210-581-5800 • www.bgnfn.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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EXHIBIT "D"

FORM OF USE AND POSSESSION AGREEMENT FOR TRANSPORTATION PURPOSES

EXHIBIT "D"

Form ROW-N-PUA (12/12) Replaces Form ROW-N-7 Page 1 of 4

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 27 (Part 1)
COUNTY OF WILLIAMSON	§	Project: Southeast Loop (Segment 2)

This Possession and Use Agreement For Transportation/Utility Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and STARLIGHT HOMES TEXAS L.L.C. (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of portions of the Grantor's property for the purpose of constructing the Southeast Loop (Segment 2) Project and related appurtenances 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 from 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 possession and use of the Property for the purpose of constructing 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 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 reasonably 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 and Grantee covenants pursuant to the terms and obligations of that certain Southeast Loop (Segment 2) Estate Right Way Real Contract between of , 2022 (the "Real Estate Contact"), and otherwise with the warranties and obligations under this Agreement, the County and Grantor agree to allow construction of the Roadway Construction Project within the Property, which is to be dedicated or otherwise conveyed as public road right of way until such time as such recorded conveyance is complete. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

- 3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").
- 4. Grantor 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 liens, claims or encumbrances granted or permitted by Grantor against the Property from and after the Effective Date, unless caused by the County and except as set forth on the Gola Plat, as identified in the Real Estate Contract.
- 5. Intentionally Deleted.
- 6. Intentionally Deleted.
- 7. Intentionally Deleted.
- 8. The purpose of this Agreement is solely to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor and Grantee to continue background preparation and completion of final recording of the proposed Gola Plat, as identified in the Real Estate Contract.
- 9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
- 10. Intentionally Deleted.
- 11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 12. It is agreed the County will record this document.
- 13. Other conditions: N/A
- 14. 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 (if any) recited herein:

Tenants: N/A

15. 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 for its current uses, unless otherwise agreed to in writing in advance, pursuant to the terms of the Real Estate Contract.

[signature pages follow]

GRANTOR:	
STARLIGHT HOMES TEXAS L.L.C.	
Ву:	_
Name:	-
Its:	_
ACK	NOWLEDGMENT
STATE OF	
COUNTY OF	
This instrument was acknowledged be byrecited herein.	efore me on, in the capacity and for the purposes and consideration
	Notary Public, State of Texas

COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	
ACKNO	<u>DWLEDGMENT</u>
STATE OF TEXAS COUNTY OF WILLIAMSON	
This instrument was acknowledged by Bill Gravell, Jr., Williamson County consideration recited herein.	Judge, in the capacity and for the purposes and
	Notary Public, State of Texas

EXHIBIT "E"

FORM OF DEED

EXHIBIT "E"

Parcel 27P2

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 **STARLIGHT HOMES TEXAS L.L.C.**, 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 2.917 acre (127,048 square foot) tract of land, out of and situated in the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27 Part 2**);

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2022.

[signature page follows]

GRANTOR:	
STARLIGHT TEXAS HOMES L.I	L.C.
By:	
Name:	
Its:	
	A CHANGANA ED CAMENTE
	ACKNOWLEDGMENT
STATE OF	§
COUNTY OF	\$ \$ \$
This instrument was acknown 2022 byconsideration recited therein.	vledged before me on this the day of,, in the capacity and for the purposes and
	Notary Public, State of
	F: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRES	S:
	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101
	Georgetown Texas 78626

AFTER RECORDING RETURN TO: