

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NASON HENGST a/k/a NASON GARRET HENGST** (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 those two certain tracts of land totaling 11.556 acres acre (503,383 sq. ft.) of land located in the James Hickman Survey, Abstract No. 291, Williamson County, Texas; being more particularly described by metes and bounds as follows and shown on the attached Exhibit "A," attached hereto and incorporated herein **(Parcel 36 Parts 1&2)**; and

Drainage Easement interest only to that certain 1.235 acre (53,779 square feet) tract of land, more or less, being out of the James Hickman Survey, Abstract No. 291, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein **(Parcel 36DE)**;

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 interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$2,400,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. As additional material consideration to induce Seller to enter into this Contract, the Seller and Purchaser agree as follows:

The “Roadway Construction Project” means and refers to the construction of a portion of SE Loop/East Wilco Highway across the Property and related appurtenances and utility relocations.

The “Phase One Roadway Construction Project” means and refers to the initial phase of the Roadway Construction Project including construction of the southern frontage road and related appurtenances and utility relocations.

The “Phase Two Roadway Construction Project” means and refers to the subsequent phase of the Roadway Construction Project including construction of the northern frontage road and related appurtenances and utility relocations.

(a) If Seller, its successors or assigns constructs any driveway or street across the Property prior to the Purchaser’s construction of the Phase One Roadway Construction project, such improvements shall be located in substantial compliance with the alignment as set out in Exhibit “C” attached hereto and incorporated herein, or as otherwise approved prior to construction by Purchaser or other applicable jurisdiction with permitting authority for such drive or street. Upon subsequent construction of the Phase One Roadway Construction Project and/or Phase Two Roadway Construction Project the Purchaser shall cause any existing drive or street to be connected to the new County facility at the alignment as shown in Exhibit “C”.

(b) If Purchaser constructs the Phase One Roadway Construction Project prior to the time that Seller, its successors or assigns has constructed any site development driveway or street across the Property (excluding unpaved streets/driveways), then as part of the Phase One Roadway Construction Project Purchaser shall cause at its sole expense cause driveways to be constructed between the edge of pavement for the Phase one Roadway Construction Project and the edge of the Parcel 36 Part 1 Property right of way lines—both north and south--in substantial compliance with the alignment, design and specifications as shown on Exhibit “C”. Any driveway constructed in accordance with this section shall have a minimum width of 32 feet, or if greater, the minimum width required for public street specifications of the applicable governing jurisdiction. Any driveway or street existing at the time of construction of the Phase Two

Roadway Construction Project shall be reconnected to the northern frontage road unless otherwise agreed between Purchaser and Seller, its successors or assigns.

(c) Purchaser agrees that Seller shall be entitled to cross the Parcel 36 Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeve casing provided for herein, provided such crossings shall occur at a forty-five (45) degree angle or greater, and pursuant to approved permit or other requirements under County's subdivision and utility regulations in place at the time of application.

(d) If Seller, its successors or assigns desire to construct any wastewater collection pipeline facility across the Parcel 36 Property prior to the construction of the Phase One Roadway Construction Project, any such facility shall be located in substantial compliance with the horizontal alignment as shown on Exhibit "C" at approximately Sta. 290+10. The vertical depth of the installed wastewater facility shall be at or below the bottom of pipe elevation as shown on Exhibit "C", or otherwise if above that minimum level shall be encased according to standard County permit and subdivision requirements.

(e) If Purchaser constructs the Phase One Roadway Construction Project prior to the time Seller, its successors or assigns install a wastewater collection pipeline facility across the Parcel 36 Property, Purchaser shall include a specification in the proposed plans for a thirty-inch (30") steel casing to extend across the Parcel 36 Property in the location and alignment as shown in Exhibit "C". Such casing shall only be installed as part of the Phase One Roadway Construction Project upon the prerequisite condition that Seller, its successors or assigns provide a documented engineering wastewater facility design depth on or before the expiration of six months following County's written notice to proceed to its awarded construction contractor to begin work for the Phase One Roadway Construction Project. If no final engineering design is provided within the time period set out herein, then Seller shall be required to bore any subsequently proposed facility under the Phase One Roadway Construction Project at a depth which is approved and permitted by County in advance of installation. In the event utility work on the remainder property commences prior to construction of said sleeve casing by the County as part of the Phase One Roadway Construction Project, Seller shall be entitled to install said sleeve casing at its own expense across the Property as described herein.

(f) Purchaser confirms that the County will allow Grantor to direct the outflow of any properly designed retention/detention pond or basin on the northern remainder under Parcel 36 at or near its eastern margin, and into Parcel 36DE, provided that Seller obtains all necessary governmental approvals for such retention/detention pond or basin.

(g) Each of the foregoing agreements stated in in this Section are additional forms of consideration for the conveyance of the Property to Purchaser under the threat of eminent domain. The provisions of this Paragraph shall survive any conveyance of the Property to the County, and not be merged therein.

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 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 on or before November 30, 2023, 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", and deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" 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 those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (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) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

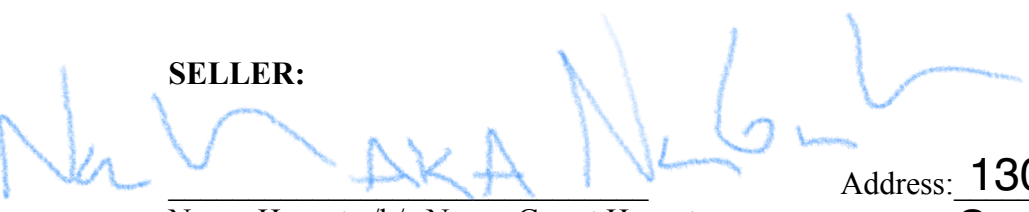
Counterparts

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction. Seller shall retain any joint rights of possession as otherwise identified or described in Section 2.03 above.

SELLER:



Nason Hengst a/k/a Nason Garret Hengst

Address: 1303 Creekstone Dr,
Cedar Park, Tx 78613

Date: 10/26/2023

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.: 36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 9
October 28, 2022

PROPERTY DESCRIPTION FOR PARCEL 36, PARTS 1 & 2

Part 1 – 11.513 AC. (501,506 sq. ft.)

DESCRIPTION OF A 11.513 ACRE (501,506 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 11.513 ACRE (501,506 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 the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document No. 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, 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 Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the said proposed north right-of-way line of Southeast Loop, over and across said 85.766 acre tract, the following six (6) courses and distances numbered 1 – 6:

- 1) N 76°28'25" E, a distance of 405.81 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. 292+58.87, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 231.67 feet, through a delta of 01°24'20", having a radius of 9,443.50 feet, and a chord which bears N 77°10'35" E, a distance of 231.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52,
- 3) N 79°29'14" E, a distance of 200.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52, said point being the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 84.51 feet, through a central angle of 00°30'46", having a radius of 9,440.00 feet, and a chord which bears N 79°21'12" E, a distance of 84.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 215.86 feet left of Southeast Loop E.C.S. 297+75.34,

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 9
October 28, 2022

5) N 08°17'04" E, a distance of 147.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 352.95 feet left of Southeast Loop E.C.S. 298+30.21, and

6) N 80°09'02" E, a distance of 65.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.73 feet left of Southeast Loop E.C.S. 298+95.78 on the east line of said 85.766 acre tract, same being the west line of Lot 11 of Brushy Point Estates, a subdivision of record in Cabinet O, Slides 73 – 74, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to Stephen T. Walker, and unmarried man, and Candice M. Visser, an unmarried woman, and recorded in Document No. 2012013803, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

7) **THENCE** S 07°53'30" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said Lot 11 and said 85.766 acre tract, a distance of 871.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 462.56 feet right of Southeast Loop E.C.S. 295+77.54 on the proposed south right-of-way line of Southeast Loop, for the southeast corner of the parcel described herein, same being the southwest corner of Lot 8, Brushy Point Estates, described in a deed to Donald G. Lee and Katherine S. Lee, and recorded in Document No. 2000027086, O.P.R.W.C.TX, same being the northwest corner of Lot 7, Brushy Point Estates, described in a deed to Andria K. Copeland and Brandon N. Copeland, and recorded in Document No. 2018092034, O.P.R.W.C.TX.;

THENCE departing the east line of said 85.766 acre tract, with the proposed south right-of-way line of Southeast Loop, over and across said 85.766 acre tract, the following four (4) courses and distances numbered 8 – 11:

8) N 82°15'58" W, a distance of 142.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.06 feet right of Southeast Loop E.C.S. 294+45.18,

9) N 07°55'32" E, a distance of 194.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.99 feet right of Southeast Loop E.C.S. 295+16.33, for the beginning of a curve to the right,

10) with said curve to the right, an arc distance of 257.49 feet, through a central angle of 01°33'44", having a radius of 9,443.50 feet, and a chord which bears S 75°41'33" W, a distance of 257.48 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. 292+58.87, and

11) S 76°28'25" W, a distance of 589.88 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 east line of said remainder of a called 143.5 acre tract and the west line of said 85.766 acre tract, for the southwest corner of the parcel described herein;

12) **THENCE** N 07°59'09" E, departing the proposed south right-of-way line of 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 501.97 feet to the **POINT OF BEGINNING**, and containing 11.513 acres (501,506 sq. ft.) of land, more or less.

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 3 of 9
October 28, 2022

Part 2 – 0.043 AC. (1,877 sq. ft.)

DESCRIPTION OF A 0.043 ACRE (1,877 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.043 ACRE (1,877 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 the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document Number 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, 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, and recorded in Document Number 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 3,787.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,016.67, E=3,181,922.89) set 361.65 feet right of Southeast Loop E.C.S 286+18.48 on the proposed south right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **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 Southeast Loop and said curve to the right, over and across said 85.766 acre tract, an arc distance of 202.80 feet, through a central angle of 01°47'00", having a radius of 6,516.00 feet, and a chord which bears S 60°16'13" E, a distance of 202.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 500.61 feet right of Southeast Loop E.C.S. 287+66.18 on the existing north right-of-way line of F.M. 1660, a variable width right-of-way, as described in a deed, recorded in Volume 384, Page 610, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July, 1952, for the east corner of the parcel described herein;

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

- 2) N 76°27'34" W, a distance of 14.08 feet to a calculated point, for the most southerly southwest corner of the parcel described herein, and
- 3) N 63°36'21" W, a distance of 183.75 feet to a calculated point, for the southeast corner of said remainder of a called 143.5 acre tract, the southwest corner of said 85.766 acre tract and the most southerly southwest corner of 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;

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 4 of 9
October 28, 2022

4) **THENCE** N 07°59'09" E, departing the existing north right-of-way line of said F.M. 1660, 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 the **POINT OF BEGINNING**, and containing 0.043 acres (1,877 sq. ft.) of land, more or less.

Part 1 = 11.513 AC. –	501,506 sq. ft.
Part 2 = <u>0.043 AC. –</u>	<u>1,877 sq. ft.</u>
Total = 11.556 AC. –	503,383 sq. ft.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

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

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

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



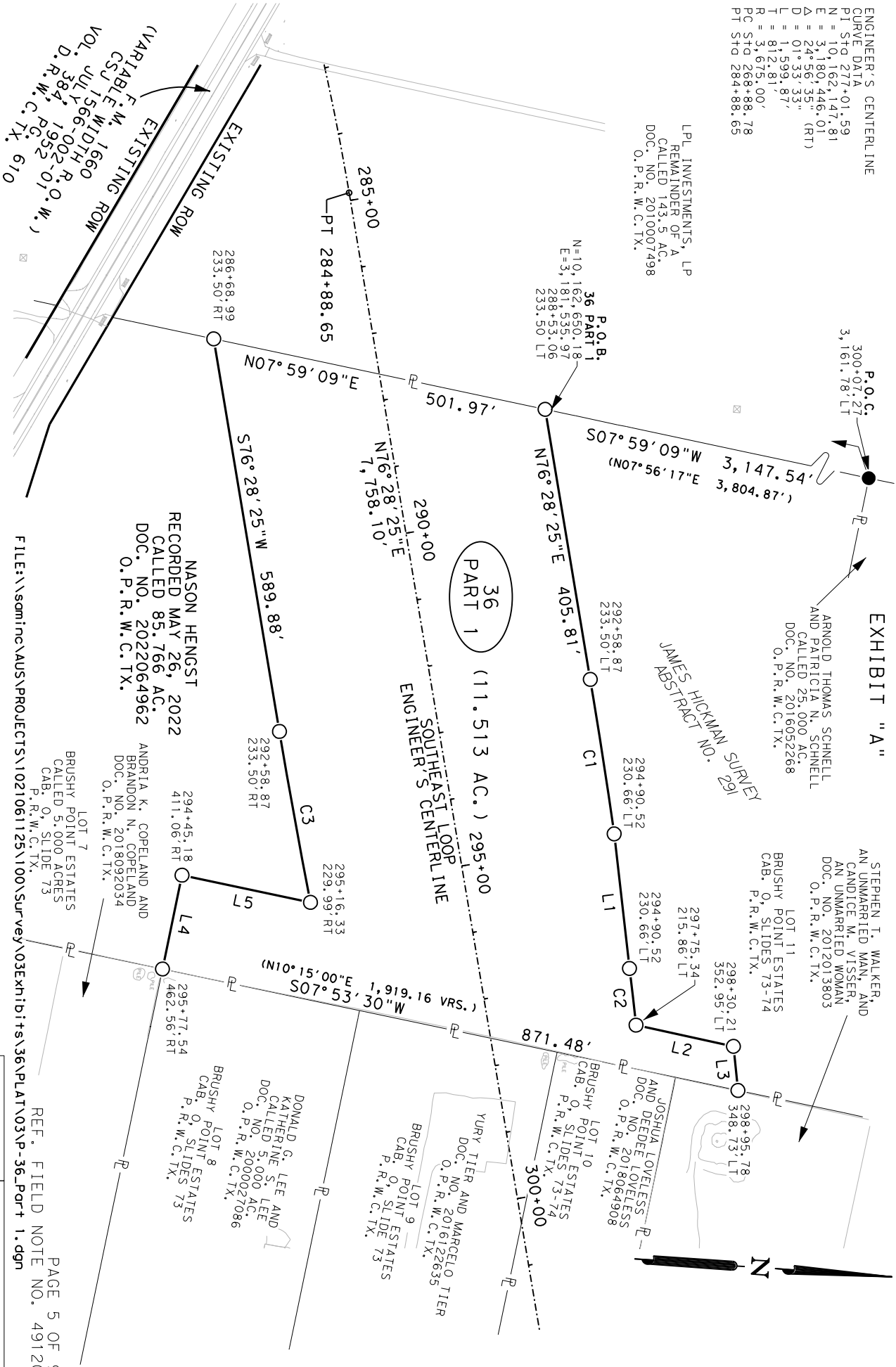
S. C. R. 10/28/2022

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

ENGINEER'S CENTERLINE
 CURVE DATA
 PI Stg 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 Stg 268+88.78
 PT Stg 284+88.65

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

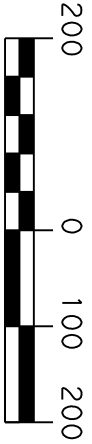
EXHIBIT "A"



EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	11.271 AC. RIGHT

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\03P-36.Plot 1.dgn

PAGE 5 OF 9
 REF. FIELD NOTE NO. 49120



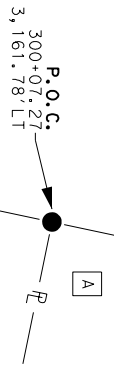
GRAPHIC SCALE
 SCALE: 1" = 200'
 WILLIAMSON COUNTY, TEXAS



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
 NASON HENGST
 TAX ID: R020606
 PARCEL 36, PARTS 1 & 2
 11.556 AC. (503,383 SQ. FT.)

EXHIBIT "A"



290+00
N76°28'25"E
7,758.10'
SOUTHEAST LOOP
ENGINEER'S CENTERLINE

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

285+00
PT 284+88.65

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

NASON HENGST
RECORDED MAY 26, 2022
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.

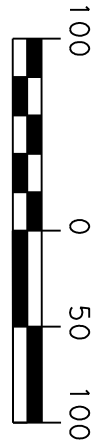
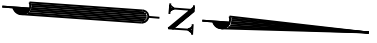
S07°59'09"W 3,787.25'
(N07°56'17"E 3,804.87')

36
PART 2

SEE DETAIL "A"

JAMES HICKMAN SURVEY
ABSTRACT NO. 29

(VARIABLE F.M.
CSJ 1566-002 R.O.W.)
VOL. 384 JULY 1992
D.R.W.C.TX. PG. 610



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	11.271 AC. RIGHT

FILE: \\samin\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\03P-36.Plot 2.dgn

PAGE 6 OF 9
REF. FIELD NOTE NO. 49120



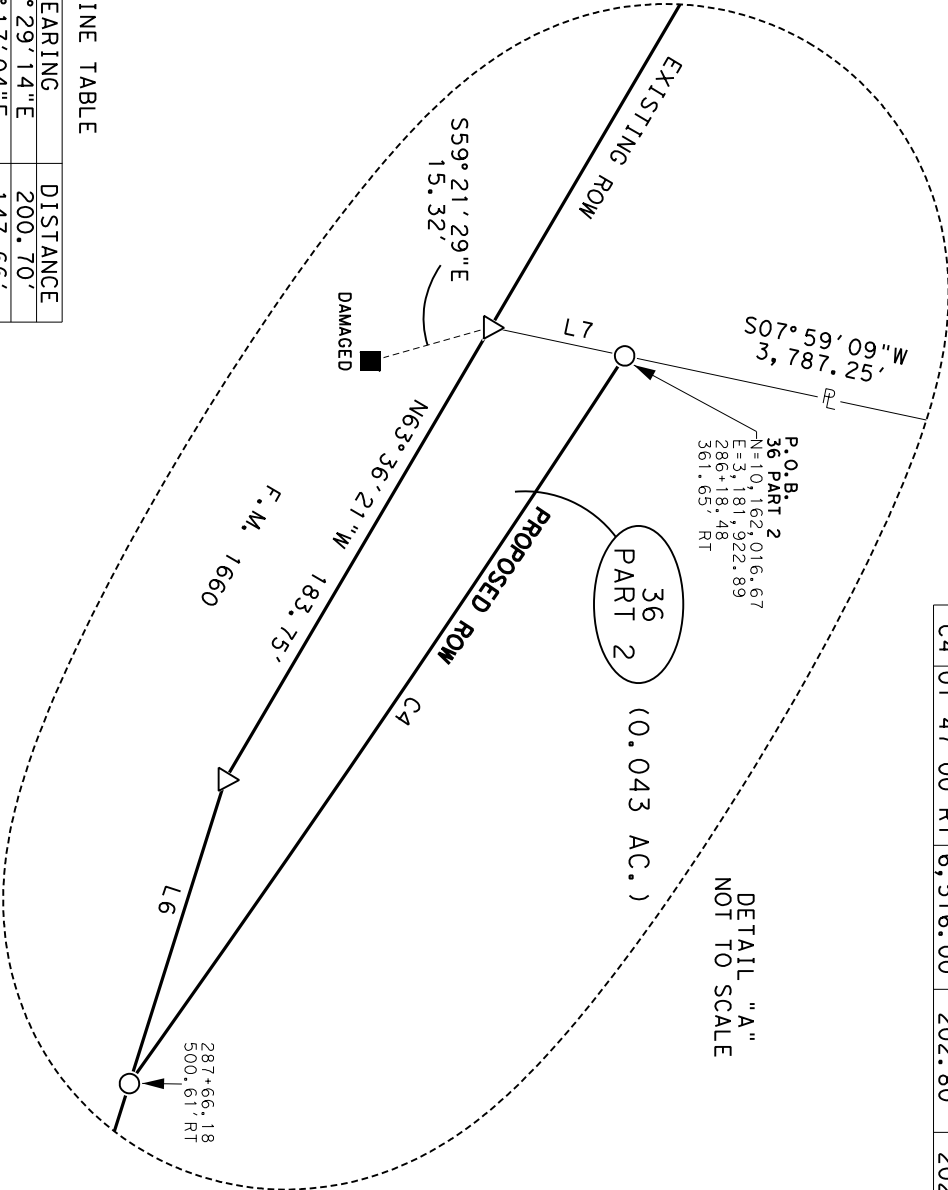
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.556 AC. (503, 383 SQ. FT.)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°24'20"RT	9,443.50'	231.67'	231.66'	N77°10'35"E
C2	00°30'46"RT	9,440.00'	84.51'	84.51'	N79°21'12"E
C3	01°33'44"RT	9,443.50'	257.49'	257.48'	S75°41'33"W
C4	01°47'00"RT	6,516.00'	202.80'	202.79'	S60°16'13"E



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N79°29'14"E	200.70'
L2	N08°17'04"E	147.66'
L3	N80°09'02"E	65.71'
L4	N82°15'58"W	142.03'
L5	N07°55'32"E	194.55'
L6	N76°27'34"W	14.08'
L7	N07°59'09"E	15.74'

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\03P-36_Part 2.dgn

PAGE 7 OF 9

REF. FIELD NOTE NO. 49120

EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	11.271 AC. RIGHT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.556 AC. (503, 383 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159141, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 27, 2022.

10. THE FOLLOWING MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 381, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 377, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 405 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXXATION DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019043508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

5. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1082, PAGE 396, 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). (NOT A SURVEY MATTER)

6. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1132, PAGE 157, 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). (NOT A SURVEY MATTER)

7. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1469, PAGE 712, 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). (NOT A SURVEY MATTER)

8. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1665, PAGE 296, 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). (NOT A SURVEY MATTER)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HERUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN DOCUMENT NO. 2022064962 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

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).

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

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

12. 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 LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT103-P-36-Port 1.dgn

PAGE 8 OF 9
REF. FIELD NOTE NO. 49120

EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	11.271 AC. RIGHT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.556 AC. (503,383 SQ. FT.)

LEGEND

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

NOTES:

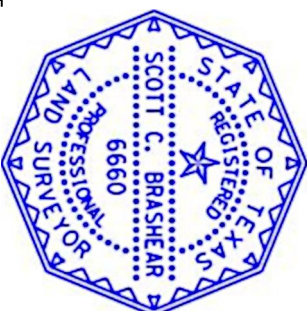
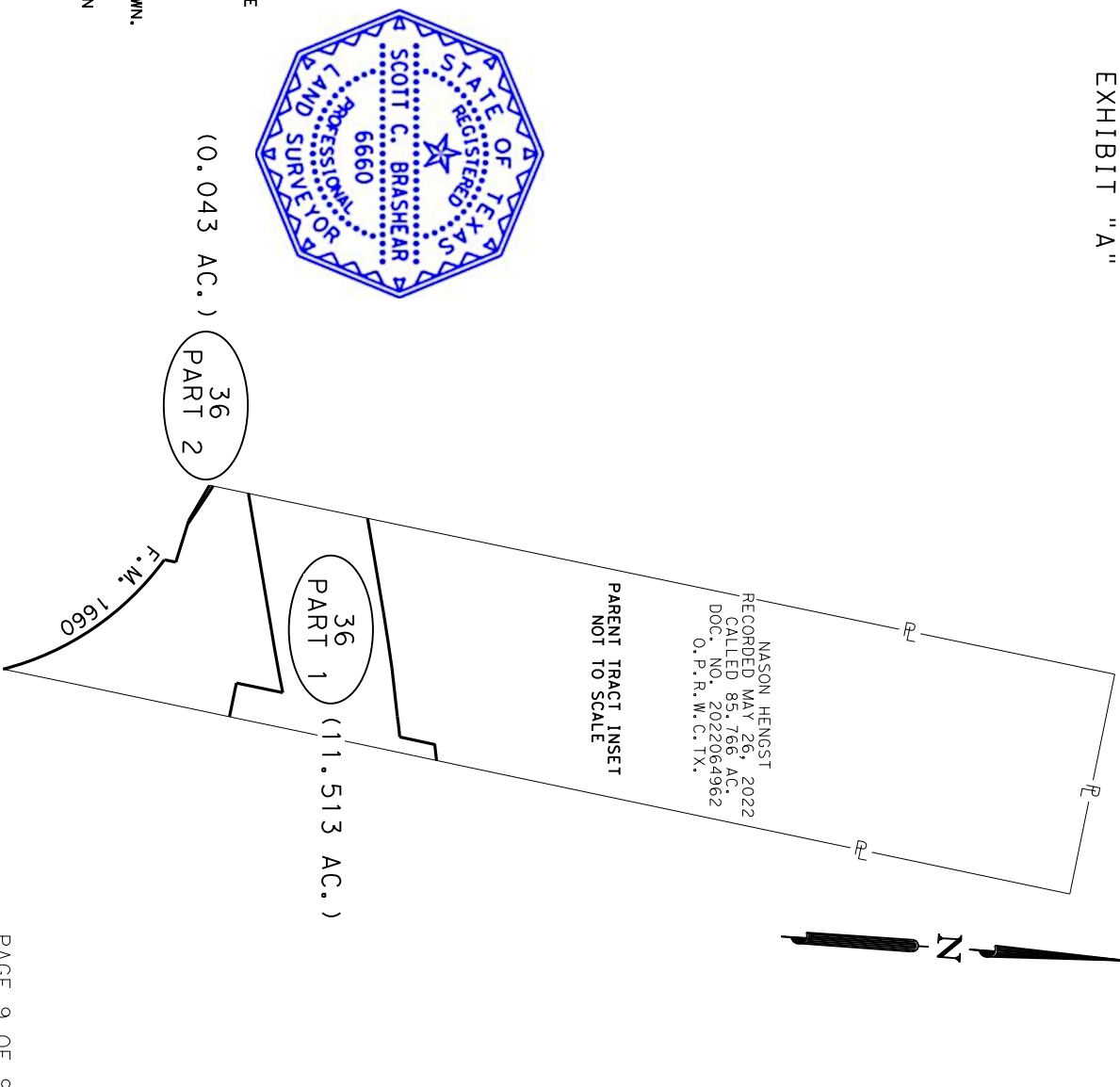
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY OF NO. T-159141, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 21, 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, 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.

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

DATE

EXHIBIT "A"



EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	11.271 AC. RIGHT

PAGE 9 OF 9
REF. FIELD NOTE NO. 49120
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT103-P-36-Part 1.dgn

SAM

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
NASON HENGST
TAX ID: R020606
PARCEL 36, PARTS 1 & 2
11.556 AC. (503,383 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 6
October 28, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 36

DESCRIPTION OF A 1.235 ACRE (53,779 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.235 ACRE (53,779 SQ. FT.) EASEMENT, 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 west line of a remainder of a called 143.5 acre tract of land, described in a deed to LPL Investments, LP, recorded in Document No. 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, 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 82°28'37" E, with the common line of said 25.000 acre tract and said 85.766 acre tract, a distance of 923.49 feet to a calculated point on the west line of Brushy Point Estates, recorded in Cabinet O, Slides 73-74, Plat Records Williamson County, Texas (P.R.W.C.TX.), for the northeast corner of said 85.766 acre tract;

THENCE S 07°53'30" W, departing the common line of said 25.000 acre tract and said 85.766 acre tract, with the common line of said 85.766 acre tract and said Brushy Point Estates Subdivision, a distance of 3,536.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,142.88, E=3,182,403.16) set 462.56 feet right of Southeast Loop E.C.S 295+77.54, for the southwest corner of Lot 8 of said Brushy Point Estates Subdivision, described as a called 5.000 acre tract in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX., same being the northwest corner of Lot 7 of said Brushy Point Estates Subdivision, described as a called 5.000 acre tract in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., and the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE, continuing with the common line of said 85.766 acre tract and said Brushy Point Estates Subdivision, the following two (2) courses and distances numbered 1-2:

- 1) S 07°53'30" W, a distance of 677.91 feet to a calculated point 1,093.65 feet right of Southeast Loop E.C.S. 293+29.99, and
- 2) S 07°40'35" W, passing at a distance of 200.89 feet a calculated point, and continuing for a total distance of 274.64 feet to a calculated point 1,349.70 feet right of Southeast Loop E.C.S. 292+30.66 on the existing north right-of-way line of Farm to Market (F.M.) 1660, a variable width right-of-way, as described in a deed to the State of Texas, recorded in Volume 386, Page 407, Deed Records of Williamson County, Texas, (D.R.W.C.TX.) and as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the southwest corner of Lot 2, of said Brushy Point Estates, described in a deed to Lindell Fair (1/2 interest), recorded in Document No. 9712600, Real Property Records of Williamson County, (R.P.R.W.TX.) and Pat J. Fair (1/2 interest), recorded in Document No. 2007045543, O.P.R.W.C.TX., same being the southeast corner of said 85.766 acre tract and the easement described herein, said point being the beginning of a curve to the left;

EXHIBIT “B”

County: Williamson
Parcel No.: DE-36
Tax ID: R020606
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 6
October 28, 2022

THENCE departing the common line of said Lot 2 and said 85.766 acre tract, with the existing north right-of-way line of said F.M. 1660 and said curve to the left, passing at an arc distance of 0.67 feet a 1/2" iron rod found, and continuing for a total arc length of 125.07 feet, through a delta 06°02'19", having a radius of 1,185.64 feet, and a chord that bears N 21°27'34" W, a distance of 125.01 feet to a calculated point 1,225.89 feet right of Southeast Loop E.C.S. 292+13.41, for the southwest corner of the easement described herein;

THENCE N 07°56'05" E, departing the existing north right-of-way line of said F.M. 1660, over and across said 85.766 acre tract, a distance of 843.42 feet to a calculated point 411.06 feet right of Southeast Loop E.C.S. 294+45.18 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein;

THENCE S 82°15'58" E, with the proposed south right-of-way line of Southeast Loop, over and across said 85.766 acre tract, a distance of 59.61 feet to the **POINT OF BEGINNING**, and containing 1.235 acres (53,779 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

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

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

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



S. C. R. 10/28/2022

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

ENGINEER'S CENTERLINE

CURVE DATA
 PI Stn 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'
 R = 812.81'
 PC Stn 268+88.78
 PT Stn 284+88.65

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

EXHIBIT "B"

P.O.C.
 300+07.27
 3,161.78' LT

S82°28'37"E
 923.49'
 (S82°19'43"E)
 (926.29')

LOT 20
 BRUSHY POINT ESTATES
 CAB. O, SLIDES 73-74
 P.R.W.C.TX.

LOT 10
 BRUSHY POINT ESTATES
 CAB. O, SLIDES 73-74
 P.R.W.C.TX.

LOT 9
 BRUSHY POINT ESTATES
 CAB. O, SLIDE 73
 P.R.W.C.TX.

DONALD G. LEE AND
 KATHERINE S. LEE
 CALLED 5.000 AC.
 DOC. NO. 2000027036
 O.P.R.W.C.TX.

LOT 8
 BRUSHY POINT ESTATES
 CAB. O, SLIDES 73
 P.R.W.C.TX.

LINE NO.	BEARING	DISTANCE
L1	S82°15'58"E	59.61'

LINE TABLE

PROPOSED ROW

JAMES HICKMAN SURVEY
 ABSTRACT NO. 291

SOUTHEAST LOOP
 ENGINEER'S CENTERLINE

290+00
 N76°28'25"E
 7,758.10'

285+00
 PT 284+88.65

STATE OF TEXAS
 VOL. 386, PG. 407
 D.R.W.C.TX.

NASON HENGST
 RECORDED MAY 26, 2022
 CALLED 85.766 AC.
 DOC. NO. 2022064962
 O.P.R.W.C.TX.

PROPOSED ROW
 (1.235 AC.)

DE-36

DRAINAGE EASEMENT
 N07°56'05"E
 843.42'

P.O.B.
 N=10,162,142.88
 E=3,182,403.16
 295+77.54
 462.56' RT
 S07°53'30"W
 677.91'

MATCH LINE 4 OF 6

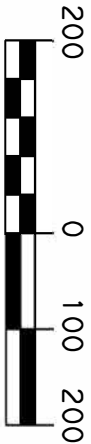
FILE: \\sdc\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\36-DE\PLAT\01\36-DE.dgn
 EXISTING 85.766 AC. ACQUIRE 0.000 AC. REMAINING 85.766 AC. RIGHT

PAGE 3 OF 6
 REF. FIELD NOTE NO. 49120

DRAINAGE EASEMENT SKETCH

SHOWING PROPERTY OF
 NASON HENGST
 TAX ID: R020606
 DE-36

1.235 AC. (53,779 SQ. FT.)



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



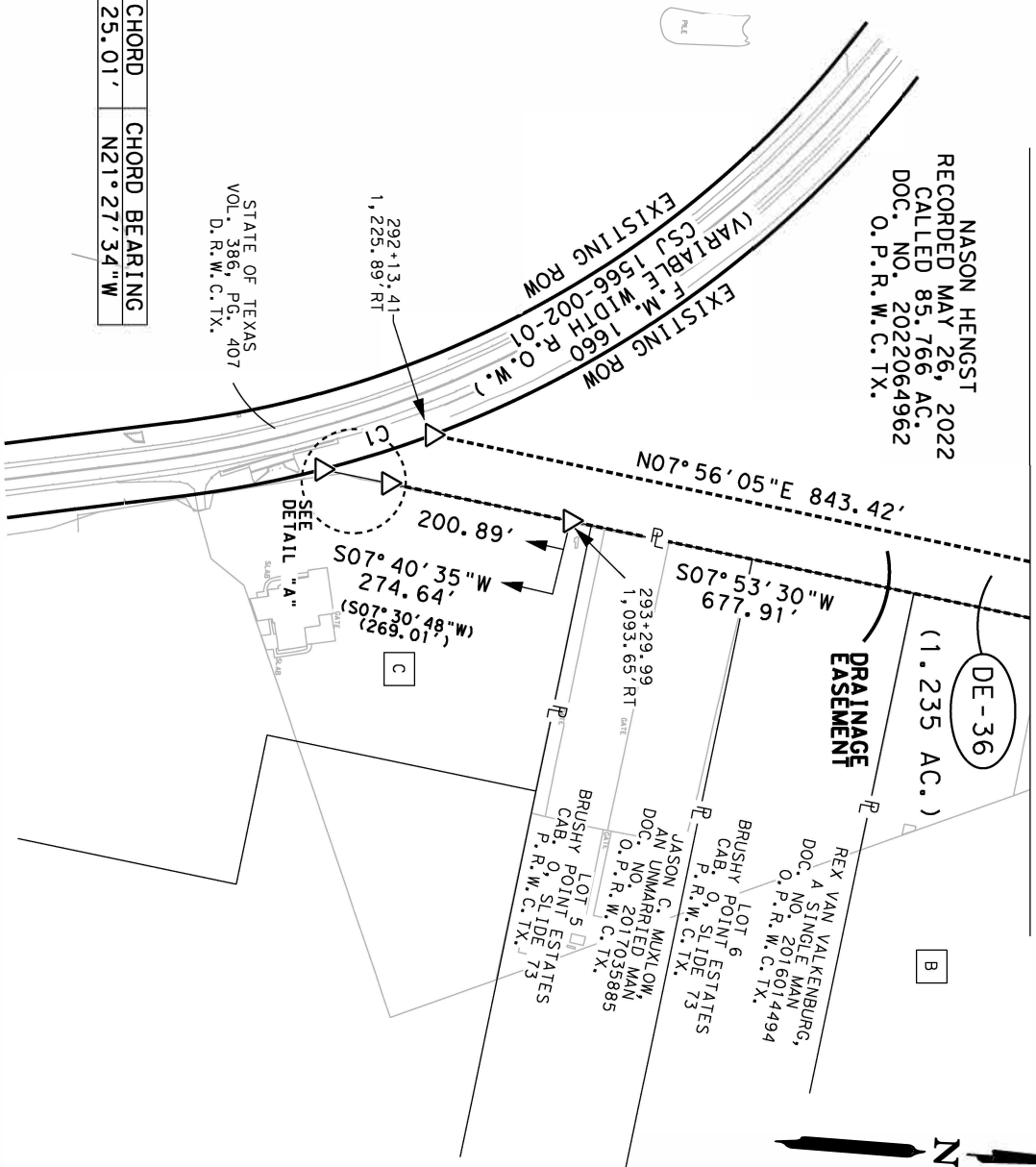
4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 FAX: (512) 326-3029
 Texas Firm Registration No. 10064300

EXHIBIT "B"

MATCH LINE 3 OF 6

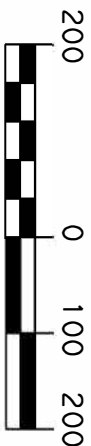
NASON HENGST
RECORDED MAY 26, 2022
CALLED 85,766 AC.
DOC. NO. 2022064962
O.P.R.W.C.TX.

JAMES HICKMAN SURVEY
ABSTRACT NO. 291



CURVE TABLE

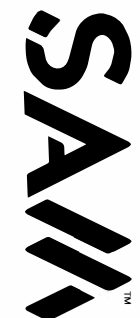
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°02'19"LT	1,185.64'	125.07'	125.01'	N21°27'34"W



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

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\36-DE\PLAT\01\VP-36-DE-2.dgn
EXISTING 85,766 AC. ACQUIRE 0.000 AC. REMAINING 85,766 AC. RIGHT

PAGE 4 OF 6
REF. FIELD NOTE NO. 49120



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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159141, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 27, 2022.

10. THE FOLLOWING MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 381, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 377, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 3. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 405 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXXATION DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019043508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
 5. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1082, PAGE 396, 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). (NOT A SURVEY MATTER)
 6. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1132, PAGE 157, 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). (NOT A SURVEY MATTER)
 7. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1469, PAGE 712, 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). (NOT A SURVEY MATTER)
 8. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1665, PAGE 296, 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). (NOT A SURVEY MATTER)
 9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HERUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN DOCUMENT NO. 2022064962 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)
- 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).
10. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
 11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

12. 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.)

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36-DE\PLAT\01\P-36-DE.2.dgn

PAGE 5 OF 6
REF. FIELD NOTE NO. 49120

EXISTING	85.766 AC.	ACQUIRE	0.000 AC.	REMAINING	85.766 AC.	RIGHT
----------	------------	---------	-----------	-----------	------------	-------



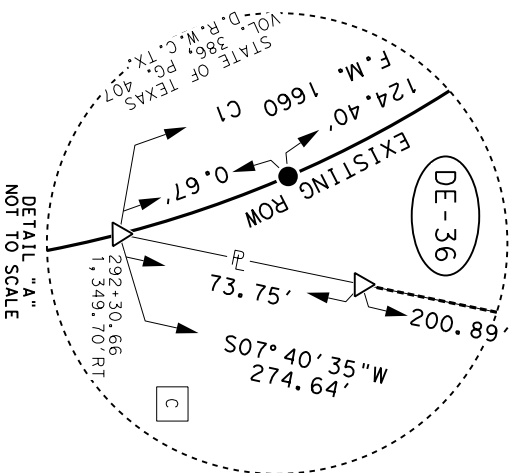
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

EXHIBIT "A"
B

- ANDRIA K. COPELAND AND
BRADON N. COPELAND
DOC. NO. 2018092034
O.P.R.W.C.TX.

LOT 7
BRUSHY POINT ESTATES
CALLED 5.000 ACRES
CAB. O, SLIDE 73
P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE

NASON HENGST
 RECORDED MAY 26, 2022
 CALLED 85.766 AC.
 DOC. NO. 2022064962
 O.P.R.W.C. TX.

PARENT TRACT
NOT TO SCALE

F.M. 1660

DE - 36
(1.235 AC.)

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.



EXISTING	85.766 AC.	ACQUIRE	0.000 AC.	REMAINING	85.766 AC. RIGHT
----------	------------	---------	-----------	-----------	------------------

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36-DE\PLAT\01\P-36-DE.2.dgn

PAGE 6 OF 6
REF. FIELD NOTE NO. 49120

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

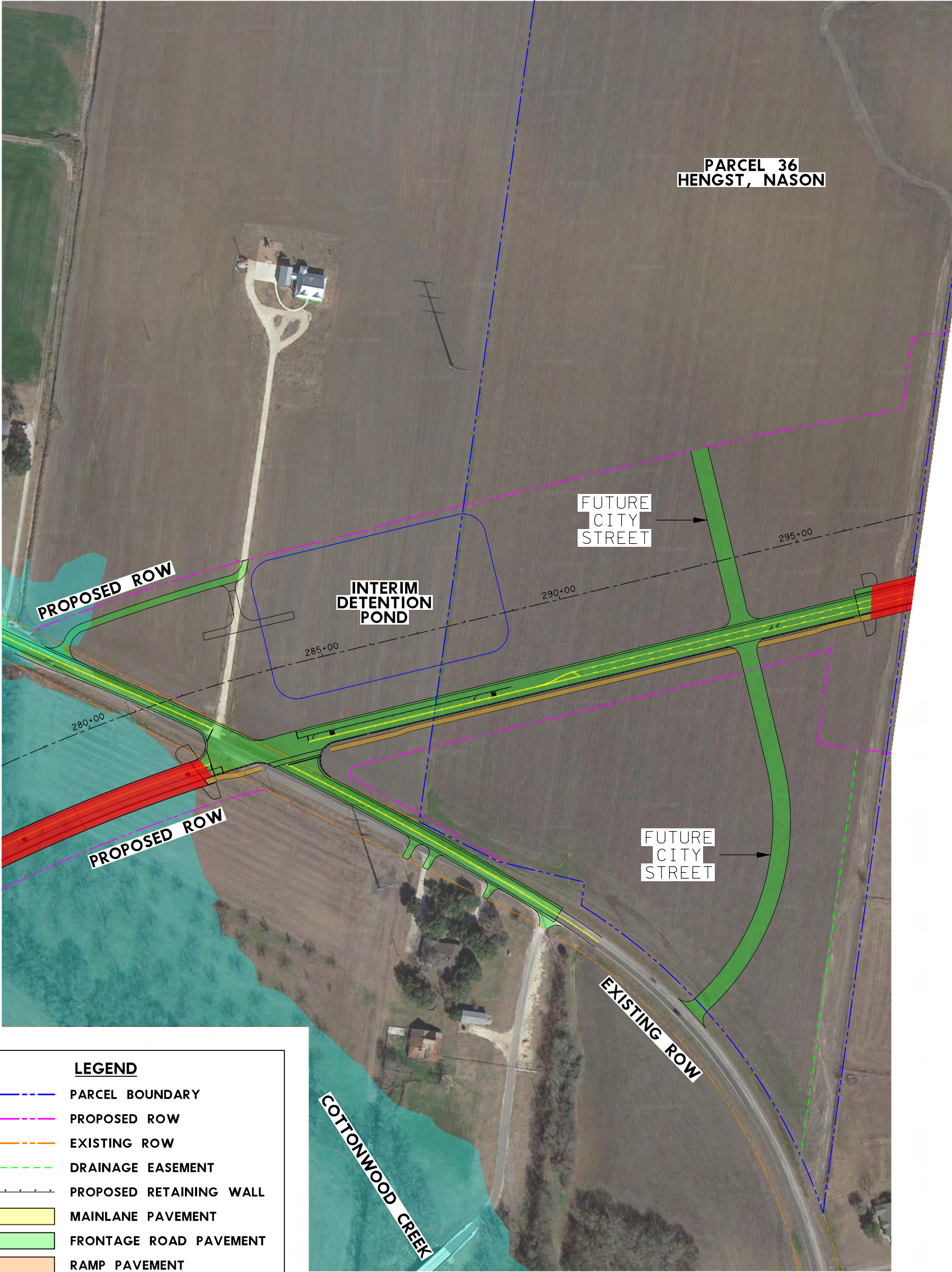
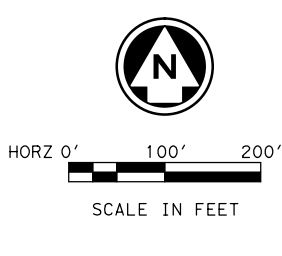
The SAI logo is displayed vertically on the right side of the page. It consists of the letters 'SAI' in a large, bold, sans-serif font, with a small 'TM' trademark symbol to the right of the 'I'.

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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
NASON HENGST
TAX ID: R020606
DE-36
1.235 AC. (53,779 SQ. FT.)

PRELIMINARY
SUBJECT TO CHANGE

EXHIBIT "C" (Page 1 of 2)



LEGEND

- PARCEL BOUNDARY
- PROPOSED ROW
- EXISTING ROW
- DRAINAGE EASEMENT
- PROPOSED RETAINING WALL
- MAINLANE PAVEMENT
- FRONTAGE ROAD PAVEMENT
- RAMP PAVEMENT
- BRIDGE
- SHARED USE PATH
- 100-YR FLOODPLAIN

PRELIMINARY
SUBJECT TO CHANGE

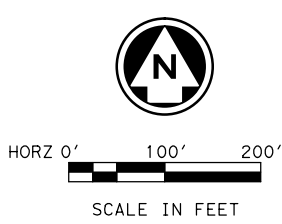


**SOUTHEAST LOOP ROUTE
HENGST, NASON
R020606**

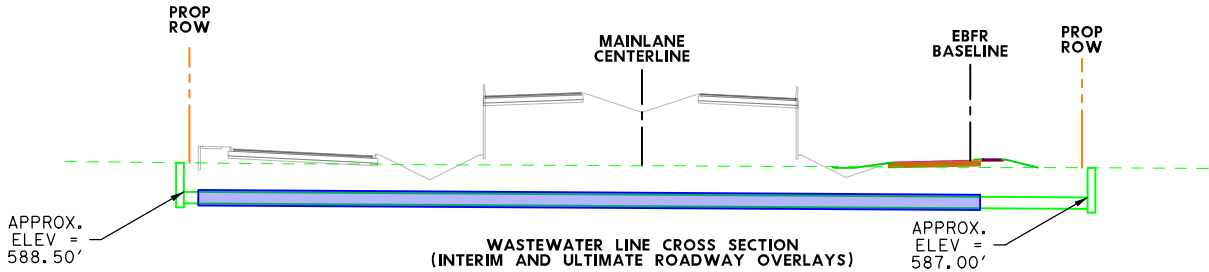
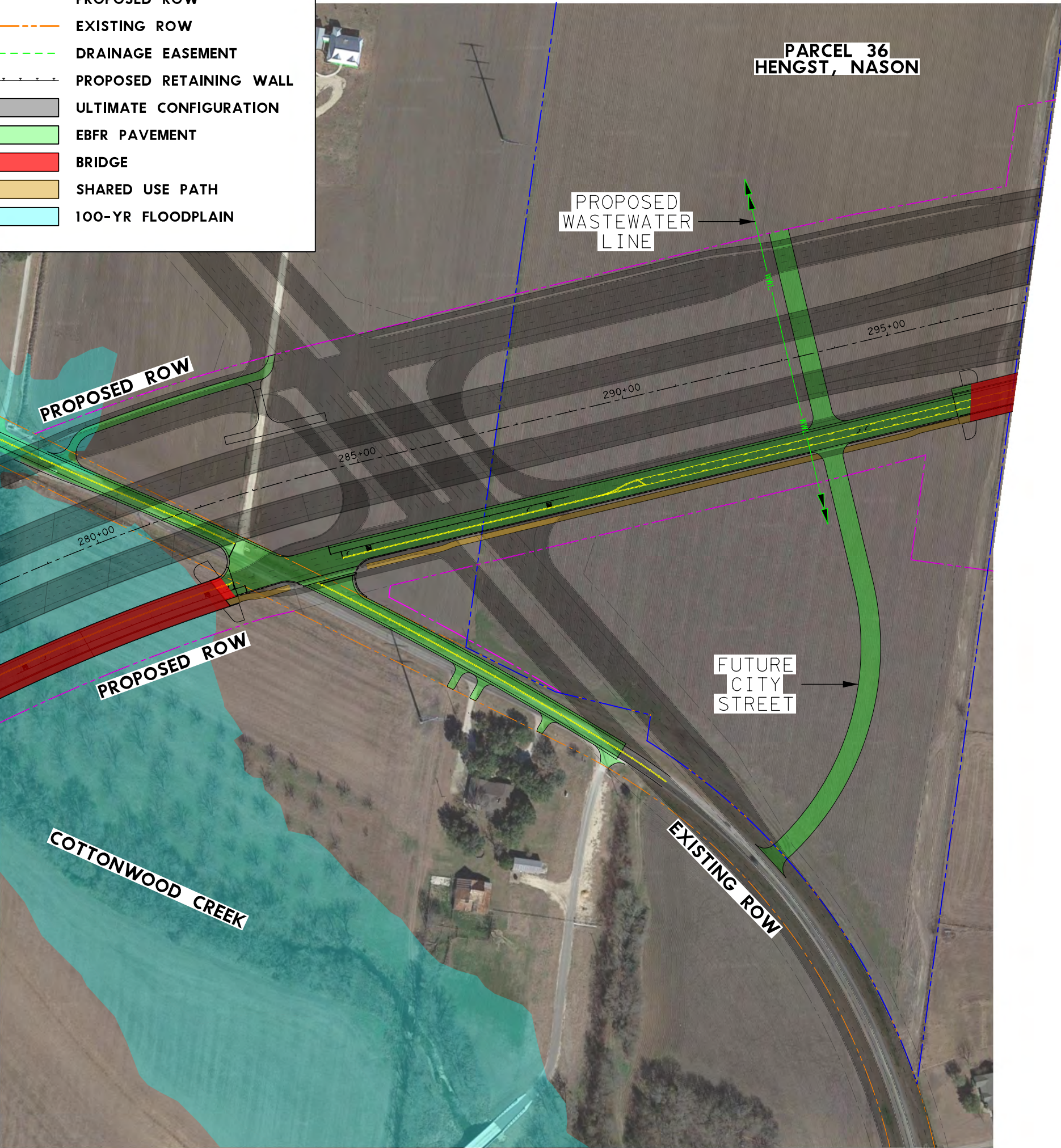
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
JMT
TBPE FIRM REG. NO. F-16341
ENGINEER: RYAN G. FRISENHAHN
P.E. NO. : 127743 DATE: 9/15/2023

PRELIMINARY
SUBJECT TO CHANGE

EXHIBIT "C" (Page 2 of 2)



- LEGEND**
- PARCEL BOUNDARY
 - PROPOSED ROW
 - EXISTING ROW
 - DRAINAGE EASEMENT
 - PROPOSED RETAINING WALL
 - ULTIMATE CONFIGURATION
 - EBFR PAVEMENT
 - BRIDGE
 - SHARED USE PATH
 - 100-YR FLOODPLAIN



- NOTES:
1. MINIMUM COVER FROM TOP OF CASING TO LOWEST POINT OF CROSSED GRADE MUST BE 3' FOR GRAVITY FLOW LINES OR 5' FOR PRESSURE FLOW LINES.
 2. APPROX. MAXIMUM DEPTH OF EXCAVATION AT THE CROSSING LOCATION IN THE INTERIM ROADWAY CONFIGURATION IS 1'.
 3. APPROX. MAXIMUM DEPTH OF EXCAVATION AT THE CROSSING LOCATION IN THE ULTIMATE ROADWAY CONFIGURATION IS 4'.
 4. ASSUMING GRAVITY FLOW, ABSOLUTE MINIMUM DEPTH FOR TOP OF CASING IS 7' BASED ON CURRENT ROADWAY DESIGN.
 5. ASSUMING GRAVITY FLOW, RECOMMENDED DEPTH TO TOP OF CASING IS 10' TO ACCOMMODATE STORM SEWER THAT MAY BE NEEDED IN THE ULTIMATE CONFIGURATION.
 6. CASING LIMITS SHOULD EXTEND BEYOND THE LIMITS OF ROADWAY PAVEMENT AND RETAINING WALLS. APPROX. LENGTH OF CASING IS 407'.

PRELIMINARY
SUBJECT TO CHANGE



SOUTHEAST LOOP ROUTE
HENGST, NASON
R020606

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
JMT
TBPE FIRM REG. NO. F-16341
ENGINEER: RYAN G. FRISENHAHN
P.E. NO.: 127743 DATE: 9/15/2023

EXHIBIT "D"

Parcel 36

DEED

Southeast Loop Right of Way (Segment 2)

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 **NASON HENGST a/k/a NASON GARRET HENGST**, not joined by my spouse as the property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, 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 those two certain tracts of land totaling 11.556 acres acre (503,383 sq. ft.) of land located in the James Hickman Survey, Abstract No. 291, Williamson County, Texas; being more particularly described by metes and bounds as follows and shown on the attached Exhibit "A," attached hereto and incorporated herein **(Parcel 36 Parts 1&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 the proposed roadway facilities of Grantee, its successors or assigns.

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 _____, 2023.

[signature page follows]

GRANTOR:

Nason Hengst a/k/a Nason Garret Hengst

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2023 by Nason Hengst a/k/a Nason Garret Hengst, 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:

DRAINAGE EASEMENT

Southeast Loop (Segment 2)

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

Nason Hengst a/k/a Nason Garret Hengst

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Notary Public, State of Texas

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

3.