

REAL ESTATE CONTRACT

Southeast Loop/East Wilco Highway (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CSW HUTTO 63, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 12.060 acres acre (525,347 sq. ft.) tract of land located in the Massillon Farley Survey, Section No. 25, Abstract No. 238, 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 37)**; and

Drainage Easement interest only to that certain 0.270 acre (11,748 square feet) tract of land, more or less, being out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein **(Parcel 37DE)**;

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 FIFTY-SIX THOUSAND SIX HUNDRED FIFTEEN and 00/100 Dollars (\$2,056,615.00). Pursuant to the terms of that certain Possession and Use Agreement affecting the Property which was recorded as Document No 2023001805 of the Official Records of Williamson

County, Texas, Purchaser has previously paid \$1,117,276, which amount was to be offset from any final purchase price to be paid for the Property. **Therefore, the net Purchase price now due and owing from Purchaser is NINE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED THIRTY-NINE and 00/100 Dollars (\$939,339.00).**

Payment of Purchase Price

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

Special Provisions/Additional Compensation

2.03. **Driveways.** As an obligation which shall survive the Closing of this transaction, as part of the construction of proposed East Wilco Highway Segment 2 interim roadway improvements Purchaser shall cause driveways to be constructed between the edge of proposed roadway pavement and the edge of the acquired right of way Property in the locations and in substantial compliance with the plans and specifications as shown in Exhibit "C" attached hereto and incorporated herein. By execution of this Agreement Seller also agrees to allow Seller, its agents and contractors to temporarily access the remaining property of Seller only in the limited locations and time period as reasonably necessary to carry out the obligations of this paragraph.

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 September 1, 2024, 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", 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 simple 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.

[signature page follows]

SELLER:

CSW HUTTO 63, LP

By: 
Robert O'Farrell (Aug 2, 2024 14:56 CDT)

Address: 175 Taylor Ranch Rd

Name: Robert O'Farrell

Austin TX 78717

Title: Member

Date: Aug 2, 2024

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.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 12.060 ACRE (525,347 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 63.478 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CSW HUTTO 63, LP, RECORDED OCTOBER 19, 2022 IN DOCUMENT NO. 2022119847, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 12.060 ACRE (525,347 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 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of said remainder of a called 63.478 acre tract, for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE LLC., and recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the northeast corner of a called 107.22 acre tract of land, described as Tract 5 in the following deeds to Bigsky Capital, LTD., recorded in Document No. 2021191281 (2.863333%), O.P.R.W.C.TX. and in Document No. 202119282 (30.470%), O.P.R.W.C.TX., and to Sparrow Fields Properties, LTD. in Document No. 2021191283 (2.863333%), O.P.R.W.C.TX. and in Document No. 2021191284 (30.470%), O.P.R.W.C.TX., and to Clarendor Capital, LTD. in Document No. 2021191285 (2.863334%), O.P.R.W.C.TX. and in Document No. 2021191286 (30.470%), O.P.R.W.C.TX.

THENCE N 08°01'44" E, with the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, a distance of 365.56 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,163,489.57, E=3,187,021.80) set 233.50 feet right of Southeast Loop E.C.S 343+83.05 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 08°01'44" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, a distance of 503.14 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345+67.91 on the proposed north right-of-way line of Southeast Loop, for the southwest corner of a called 16.000 acre tract of land, described in a deed to Evins Properties, LP, recorded in Document No. 2022119849, O.P.R.W.C.TX., for the northwest corner of said remainder of a called 63.478 acre tract and of the parcel described herein;

THENCE departing the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, the following six (6) courses and distances numbered 2 – 7:

- 2) N 76°12'05" E, a distance of 114.58 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 346+82.49,
- 3) N 76°28'25" E, a distance of 479.05 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 351+61.53,
- 4) N 77°54'20" E, a distance of 200.06 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. 353+61.53,

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Highway: Southeast Loop
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- 5) N 76°28'25" E, a distance of 269.51 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. 356+31.05,
- 6) N 07°48'09" E, a distance of 214.67 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 429.96 feet left of Southeast Loop E.C.S. 357+09.12, and
- 7) S 82°11'51" E, a distance of 42.26 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 414.59 feet left of Southeast Loop E.C.S. 357+48.49 on the common line of said remainder of a called 63.478 acre tract and of a called 70.731 acre tract of land, described as Tract 1 in a deed to 3349 Business Holdings, recorded in Document No. 2022001628, O.P.R.W.C.TX., as corrected in Document No. 202207155, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

8) **THENCE** S 07°47'00" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said remainder of a called 63.478 acre tract and said 70.731 acre tract, a distance of 724.10 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+85.34 on the proposed south right-of-way line of said Southeast Loop, for the southwest corner of said 70.731 acre tract, same being the northwest corner of a called 72.092 acre tract of land, described in a deed to Hwy 3349 Holdings, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX., also being the southeast corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 63.478 acre tract and said 70.731 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, the following five (5) courses and distances numbered 9 – 13:

- 9) S 76°28'25" W, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+41.87,
- 10) N 07°48'09" E, a distance of 32.21 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. 354+53.58,
- 11) S 76°28'25" W, a distance of 877.17 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. 345+76.41, said point being the beginning of a curve to the right,
- 12) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord which bears S 73°16'59" W, a distance of 62.89 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. 345+13.62, and

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13) S 76°28'25" W, a distance of 130.56 feet to the **POINT OF BEGINNING**, and containing 12.060 acres (525,347 sq. ft.) of land.

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.

****Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.**

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

FN 49159

SAM Job No. 61125

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N76°12'05"E	114.58'
L2	N77°54'20"E	200.06'
L3	N76°28'25"E	269.51'
L4	N07°48'09"E	214.67'
L5	S82°11'51"E	42.26'
L6	S76°28'25"W	43.48'
L7	N07°48'09"E	32.21'
L8	S76°28'25"W	130.56'

EXHIBIT "A"

50' WIDE PIPELINE EASEMENT
DOC. NO. 2022089857
O.P.R.W.C. TX.

EVINS PROPERTIES, LP
CALLED 16,000 AC.
DOC. NO. 2022119849
O.P.R.W.C. TX.

3349 BUSINESS HOLDINGS, LLC
TRACT 1
CALLED 70,731 AC.
DOC. NO. 2022001628
O.P.R.W.C. TX.
CORRECTED IN
DOC. NO. 2022071555
O.P.R.W.C. TX.

WMV HUTTO 390 DE LLC
CALLED 389,542 AC.
DOC. NO. 2022029057
O.P.R.W.C. TX.

20' WIDE INGRESS/EGRESS EASEMENT
VOL. 2551, PG. 559
VOL. 1993, PG. 164
VOL. 0, R.W.C. TX.
VOL. 853, PG. 562
D.R.W.C. TX.

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

37 (12.060 AC.)

P.O.B.
**N=10, 163, 489.57
E=3, 187, 021.80
343+83.05
233.50' RT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°22'51"RT	565.00'	62.92'	62.89'	S73°16'59"W

MASSILLON FARLEY SURVEY
SECTION NO. 25.38
ABSTRACT NO. 2328

CSW HUTTO 63, LP.
REMAINDER OF A
CALLED 63,478 AC.
RECORDED OCTOBER 19, 2022
DOCUMENT NO. 2022119847
O.P.R.W.C. TX.

DRAINAGE EASEMENT

CHASE GERLACK NO. 260
SURVEY NO. 26, ABSTRACT

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 37 PLAT 02 P-37.

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REF. FIELD NOTE NO. 49159

EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC. LEFT
				REMAINING	22.882 AC. RIGHT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 SQ. FT.)



EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023.

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

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

2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 828, PAGE 130 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY ASSIGNMENT AND CONVEYANCE RECORDED IN VOLUME 848, PAGE 293, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; FURTHER AFFECTED BY AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED IN DOCUMENT NO. 2017016002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND FURTHER AFFECTED BY THAT AMENDMENT TO EASEMENT FILED IN DOCUMENT NO. 2022089857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

4. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 853, PAGE 562 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

5. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 1993, PAGE 164 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

6. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 2551, PAGE 599 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2015101676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K, AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARK STEPHEN KRUEGER OF RECORD IN DOCUMENT NO. 2019030448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

10. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF 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). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

11. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

12. RIGHTS OF PARTIES IN POSSESSION (OWNER'S POLICY ONLY)
13. 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: \\sminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37\PLAT\02\p-37.dgn

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REF. FIELD NOTE NO. 49159

EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC.	LEFT
				REMAINING	22.882 AC.	RIGHT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 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
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

A

BIGSKY CAPITAL, LTD. (2.863333)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
O.P.R.W.C.TX.

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

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

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

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

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

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. 1-159142, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

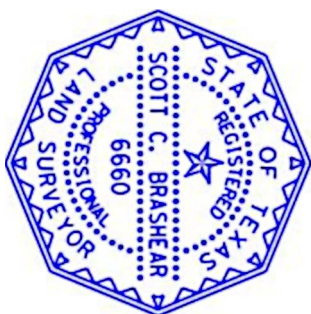
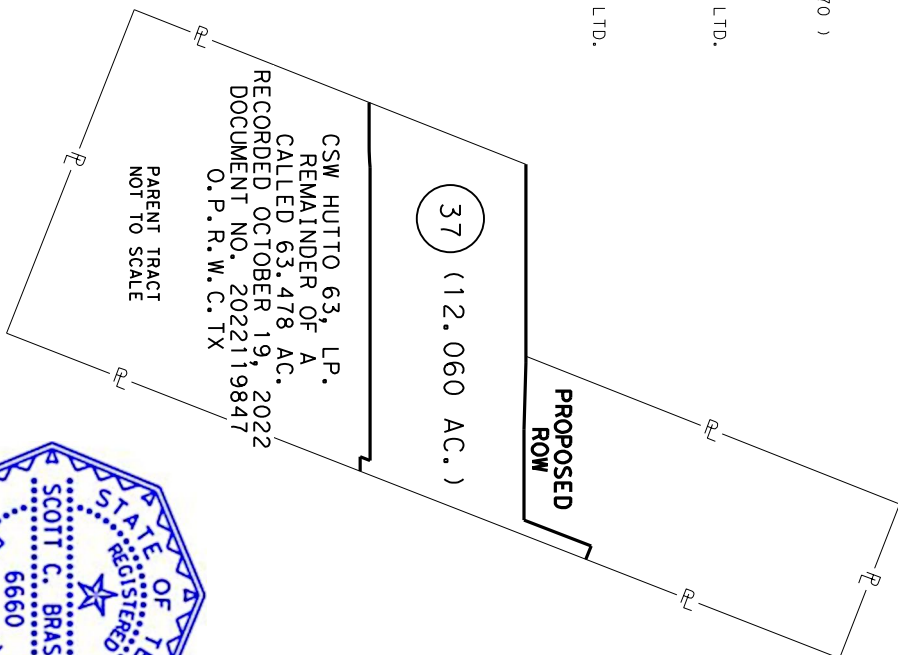
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC.	LEFT
EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	22.882 AC.	RIGHT

PAGE 6 OF 6
REF. FIELD NOTE NO. 49159

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

1/10/2023

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78755
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
January 12, 2023

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 37

DESCRIPTION OF A 0.270 ACRE (11,748 SQ. FT.) EASEMENT LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, BEING A PORTION OF A REMAINDER OF A CALLED 63.478 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CSW HUTTO 63, LP, RECORDED OCTOBER 19, 2022 IN DOCUMENT NO. 2022119847, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.270 ACRE (11,748 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 with a yellow plastic cap stamped "PAPEDAWSON" found 4,466.47 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 338+44.48 on the east line of a tract of land, described in a deed to Roy Lessner and Mary Wynette Lessner as Trustees of the Roy Lessner and Mary Wynette Lessner Trust, recorded in Document No. 2018049538, O.P.R.W.C.TX., for the northwest corner of a called 55.847 acre tract of land, described in a deed to Isaac W. Norman, recorded in Volume 2052, Page 828, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the most westerly southwest corner of a called 390.024 acre tract of land, described in a deed to HWY 3349 Holdings, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX.;

THENCE N 07°47'00" E, with the common line of said Lessner tract and said 390.024 acre tract, a distance of 4,217.57 feet to a calculated point (Surface Coordinates: N=10,163,426.76, E=3,188,059.40) 537.26 feet right of Southeast Loop E.C.S 353+77.19, on the common line of said remainder of a called 63.478 and of a called 72.092 acre tract of land, described in a deed to HWY 3349 Holdings, LLC., recorded in Document No. 2022040581, O.P.R.W.C.TX., for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the common line of said 72.092 acre tract and said remainder of a called 63.478 acre tract of land, over and across said remainder of a called 63.478 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°11'51" W, a distance of 40.60 feet to a calculated point 522.50 feet right of Southeast Loop E.C.S 353+39.37, for the southwest corner of the easement described herein, and
- 2) N 07°48'09" E, a distance of 281.80 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+41.87 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein;

3) **THENCE** N 76°28'25" E, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, a distance of 43.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+85.34, for the southwest corner of a called 70.731 acre tract of land, described as Tract 1 in a deed to 3349 Business Holdings, recorded in Document No. 2022001628, O.P.R.W.C.TX., as corrected in Document No. 2022071555, O.P.R.W.C.TX., same being the northwest corner of said 72.092 acre tract, also being the northeast corner of the easement described herein;

EXHIBIT “B”

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
January 12, 2023

4) **THENCE** S 07°47'00" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 72.092 acre tract and said remainder of a called 63.478 acre tract, a distance of 297.61 feet to the **POINT OF BEGINNING**, and containing 0.270 acres (11,748 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.

****Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.**

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

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

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

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




 1/12/2023
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "B"

MASSILLON FARLEY NO. 238
SURVEY NO. 25. ABSTRACT NO.

CSW HUTTO 63, LP.
REMAINDER OF A
CALLED 63.478 AC.
RECORDED OCTOBER 19, 2022
DOCUMENT NO. 2022119847
O.P.R.W.C. TX

ROY LESSNER AND MARY WYNETTE LESSNER
AS TRUSTEES OF THE ROY AND
MARY WYNETTE LESSNER TRUST
DOC. NO. 2018049538
O.P.R.W.C. TX.

P.O.C.
W/YELLOW PCAP
"PAPEDAWSON"
338+44.48
4,466.47' RT

HWY 3349
HOLDINGS, LLC
REMAINDER OF A
CALLED 390.024 AC.
DOC. NO. 2022040581
O.P.R.W.C. TX.

ISAAC W. NORMAN
CALLED 55.847 AC.
VOL. 2052, PG. 828
O.R.W.C. TX.

CHASE GERLACK NO. 260
SURVEY NO. 26. ABSTRACT NO.

P.O.B.
N=10,163.426.76
E=3,188.059.40
353+77.19
537.26' RT

HWY 3349
HOLDINGS, LLC
CALLED 72.092 AC.
DOC. NO. 2022040581
O.P.R.W.C. TX.

DE-37
(0.270 AC.)

DRAINAGE
EASEMENT

353+39.37
522.50' RT

**354+41.87
260.00' RT

PROPOSED ROW

APPROXIMATE LOCATION OF SURVEY LINE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°47'00"E	4,217.57'
(L1)	(N07°47'08"E)	(4,440.05')
L2	N82°11'51"W	40.60'
L3	N07°48'09"E	281.80'
L4	N76°28'25"E	43.48'
L5	S07°47'00"W	297.61'

3349 BUSINESS
HOLDINGS, LLC
CALLED 70.731 AC.
DOC. NO. 2022001628
O.P.R.W.C. TX.
CORRECTED IN
DOC. NO. 2022071555
O.P.R.W.C. TX.

353+00
SOUTHEAST LOOP
ENGINEER'S CENTERLINE
N76°28'25"E
7,158.10'
355+00

FILE: \\somin\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37.TCE\PLAT\02DE-37.dgn
EXISTING *47.383 AC. ACQUIRE 0.000 AC. REMAINING 47.383 AC. RIGHT

PAGE 3 OF 5
REF. FIELD NOTE NO. 49254

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
DE-37



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

0.270 AC. (11,748 SQ. FT.)

100 0 50 100



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

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023.

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

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

2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 828, PAGE 130 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND CONVEYANCE RECORDED IN VOLUME 848, PAGE 293, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; FURTHER AFFECTED BY AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED IN DOCUMENT NO. 2017016002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND FURTHER AFFECTED BY THAT AMENDMENT TO EASEMENT FILED IN DOCUMENT NO. 2022089857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 853, PAGE 562 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 1993, PAGE 164 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 2551, PAGE 559 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2019101616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K, AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUITO AND MARK STEPHEN KRUEGER IN DOCUMENT NO. 2019050448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

10. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF 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). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

11. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
13. 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: \\somin\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37.TCE\PLAT102\DE-37.dgn

PAGE 4 OF 5
REF. FIELD NOTE NO. 49254

EXISTING	*47.383 AC.	ACQUIRE	0.000 AC.	REMAINING	47.383 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUITO 63, LP.
TAX ID: R020548
DE-37

0.270 AC. (11,748 SQ. FT.)

LEGEND

EXHIBIT "B"

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

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/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, GF NO. T-159142, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023. 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.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

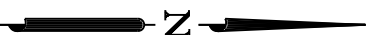
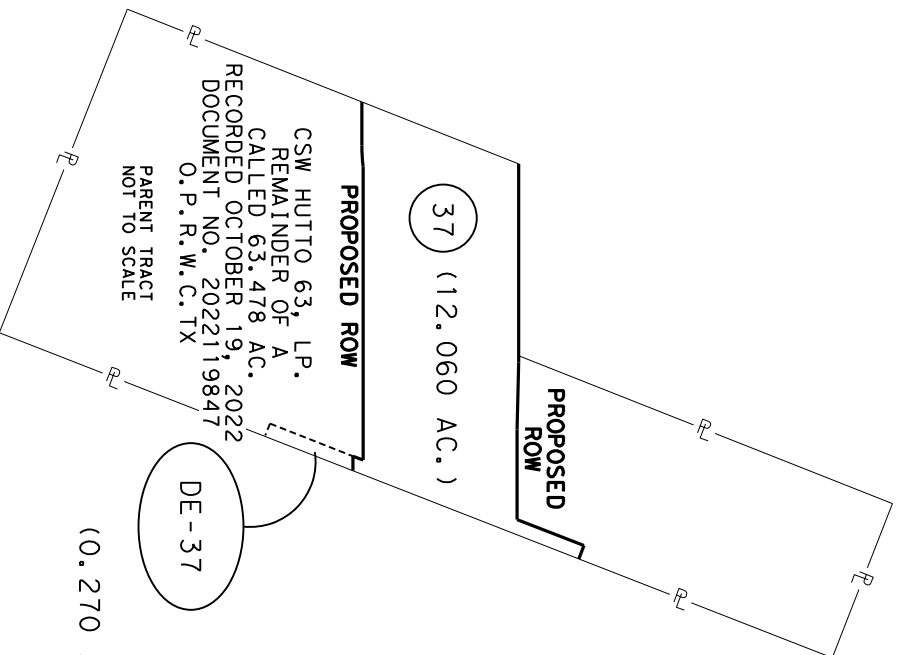
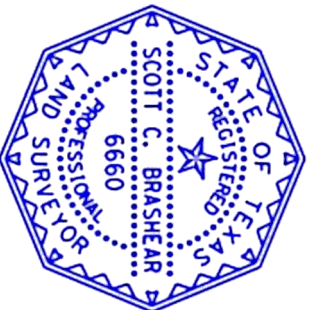
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

1/12/2023

FILE: \\sami\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\ts\37.TCE\PLAT\02\DE-37.dgn

EXISTING *47.383 AC. ACQUIRE 0.000 AC. REMAINING 47.383 AC. RIGHT



SAMI

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

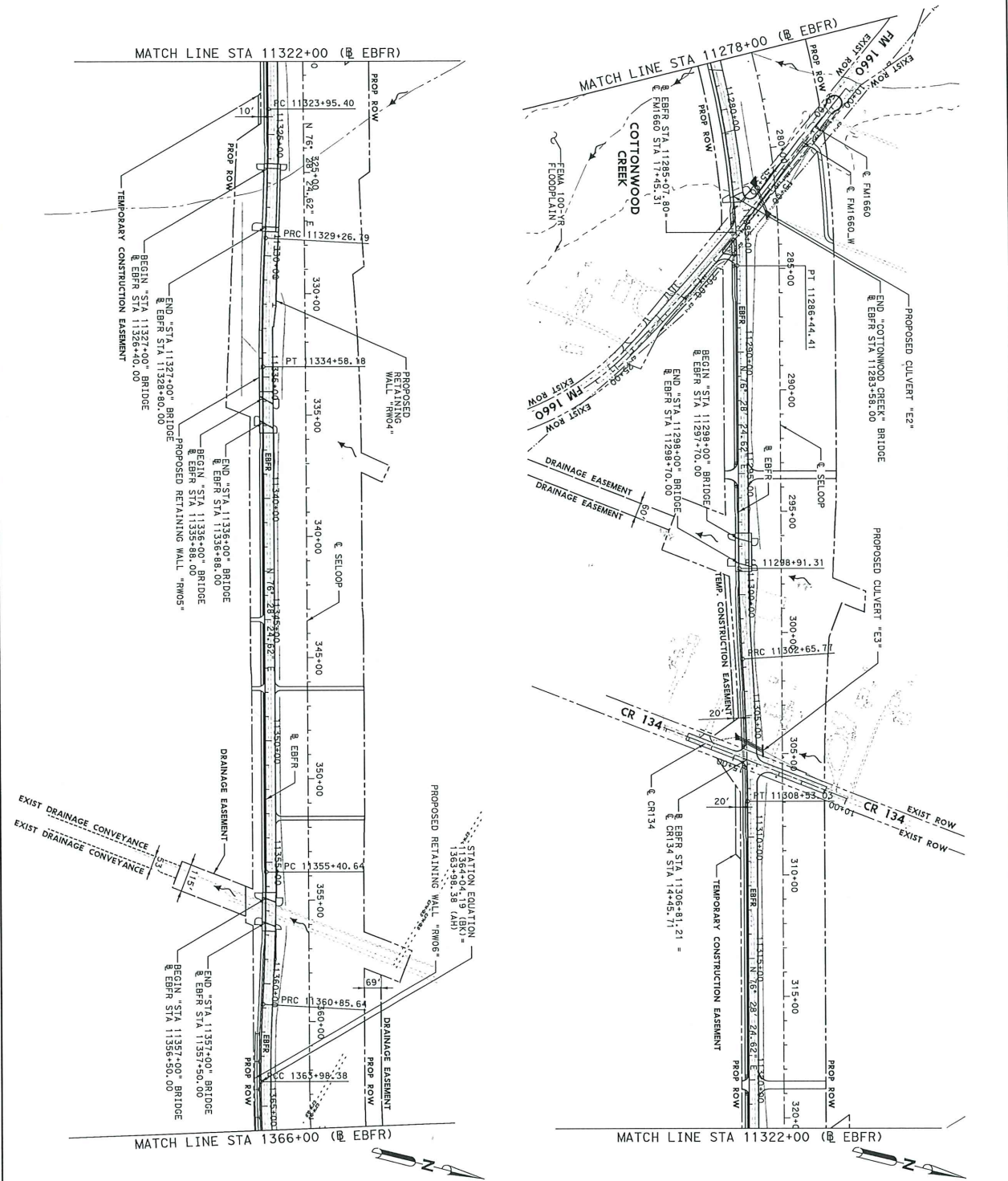
DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUTO 63, LP.
TAX ID: R020548
DE-37
0.270 AC. (11,748 SQ. FT.)

PAGE 5 OF 5
REF. FIELD NOTE NO. 49254

EXHIBIT "C"

DRAWING DATE: 6/30/2024

FILENAME: pw:\jmt-pw.bentley.com\jmt-pw-01\Documents\Projects\2016\16-1813\16-1813-005\Design\4 - Design\Plan Set\1. General\Project Layouts\SELOOP_SEG2_PH1_S_PRJ_LYT_02.dgn

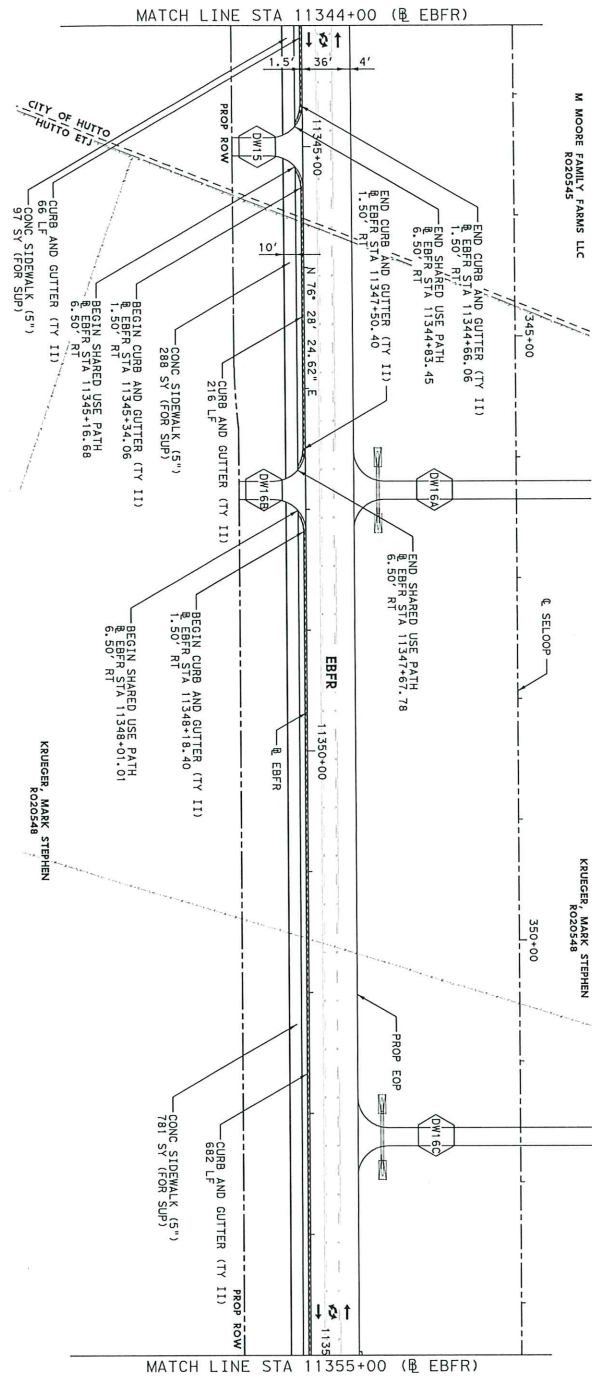
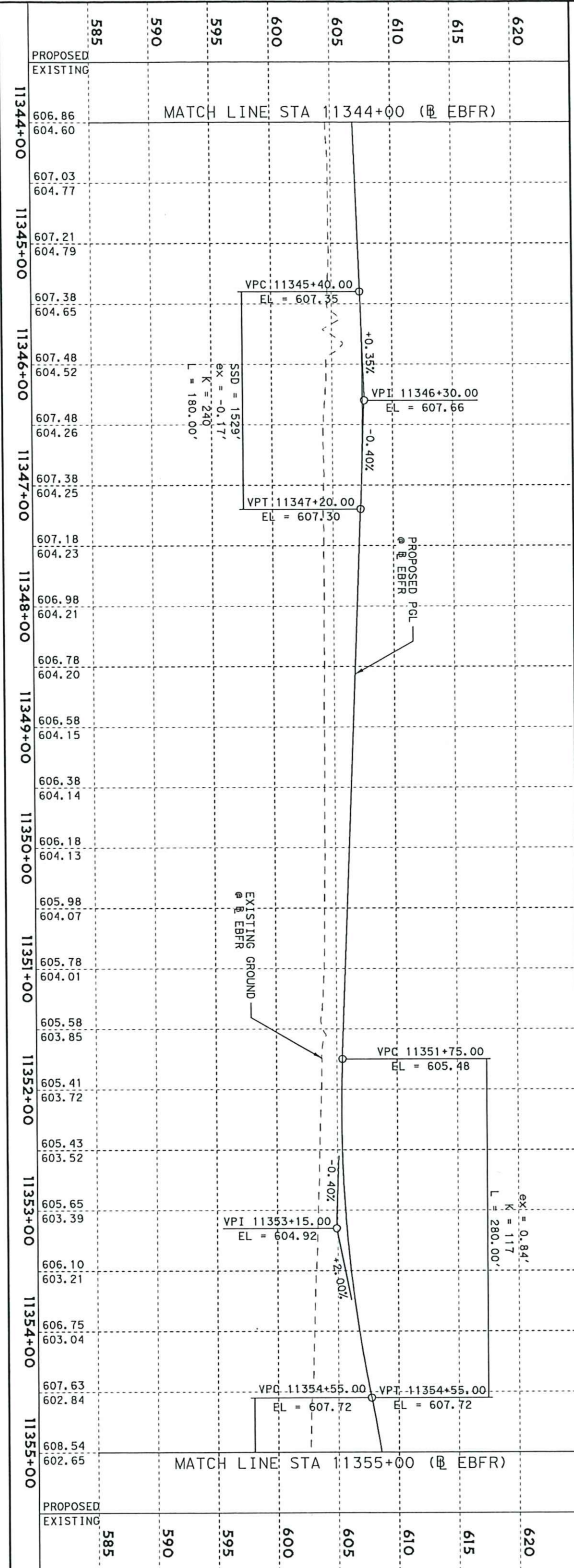


WILCO TYPE FROM REG. NO. 7-10241		WILCO EAST WILCO HWY SEG 2 PH 1	
PROJECT LAYOUT STA 11278+00 TO STA 1366+00		SHEET 2 OF 3	
SCALE: 1" = 400'	FEDERAL AID PROJECT NO.	STATE	SECTION
DATE: 6/30/2024	NO.	WILLIAMSON	208
DESIGNED BY: JMT	STATE	WILLIAMSON	208
CHECKED BY: JMT	CONTROL	SECTION	208



- NOTES:**
1. REFER TO SURVEY CONTROL DATA SHEETS FOR PROJECT CONTROL POINT LOCATIONS AND H/V CONTROL REFERENCE.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR MORE INFORMATION.
 3. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LAYOUTS, AND ELSEWHERE IN THE PLANS, ARE APPROXIMATE AND ARE BASED ON OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.





- NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
 3. REFER TO SUPERELEVATION TRANSITION SUMMARY FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 4. REFER TO APPLICABLE PLAN AND PROFILE SHEETS FOR ADDITIONAL INFORMATION REGARDING RETAINING WALLS, DRAINAGE, UTILITIES, AND DRAINAGE LAYOUTS FOR ADDITIONAL INFORMATION.
 5. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

LEGEND

- XXXX-X CURVE ID LABEL
- 2" OVERLAY
- EXISTING LANE
- PROPOSED LANE
- PROPOSED RETAINING WALL
- EXISTING ROW
- PROPOSED ROW

SCALE

HORIZ 0" = 25' 50' 100'

VERT 0" = 5' 10'

SCALE IN FEET 10'

**EAST WILCO HWY SEG 2 PH 1
 EASTBOUND FRONTAGE ROAD
 ROADWAY PLAN & PROFILE**

STA 11344+00 TO STA 11355+00

SCALE 1" = 100' H, 1" = 10' V

SHEET 15 OF 23

DATE 6/30/2024

DESIGNED BY JMT

CHECKED BY JMT

DATE 6/30/2024

PROJECT NO. 16-1813-005

CLIENT TEXAS

DESIGNER WILLIAMSON

JOB 218

WILCO

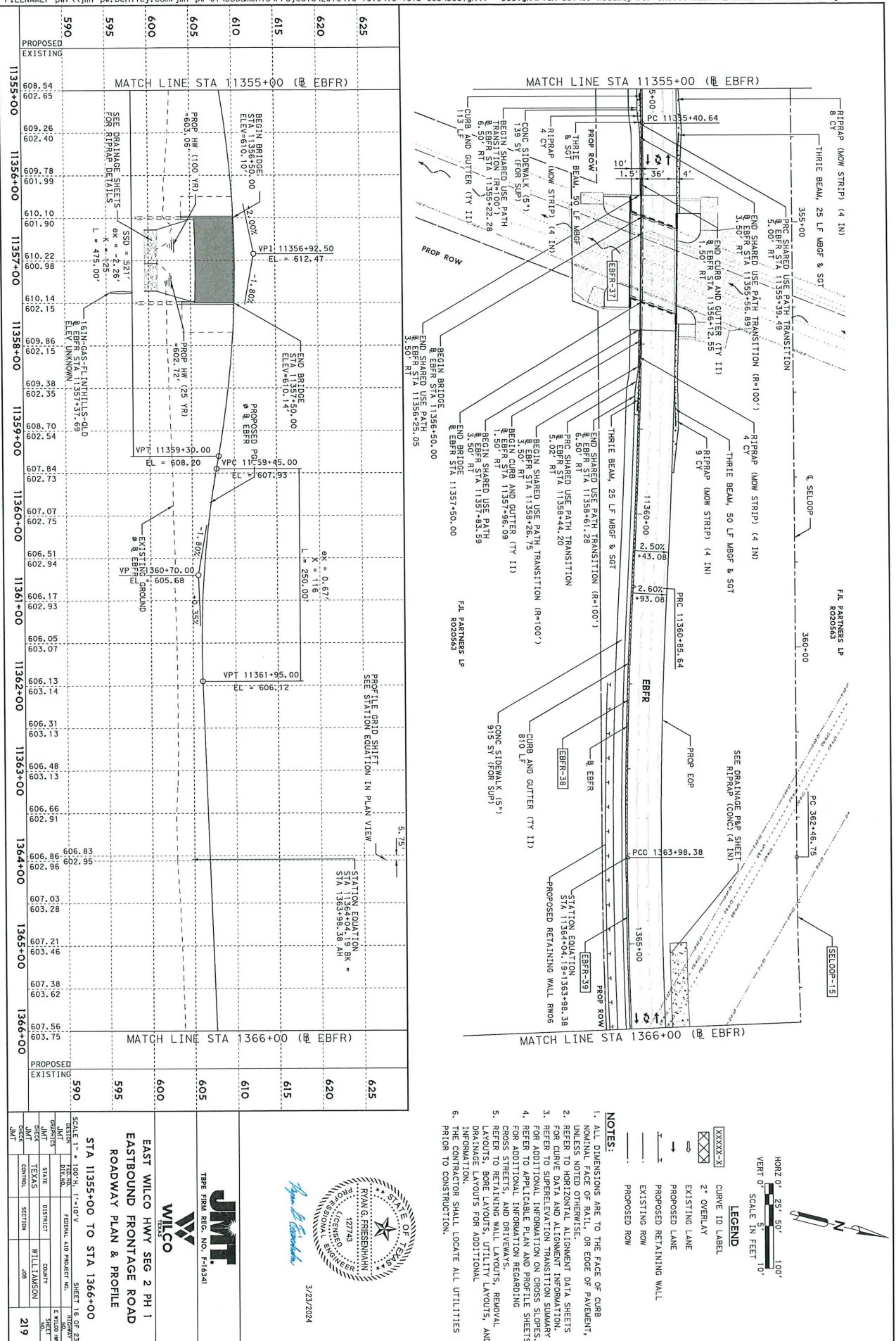
STATE OF TEXAS

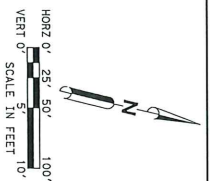
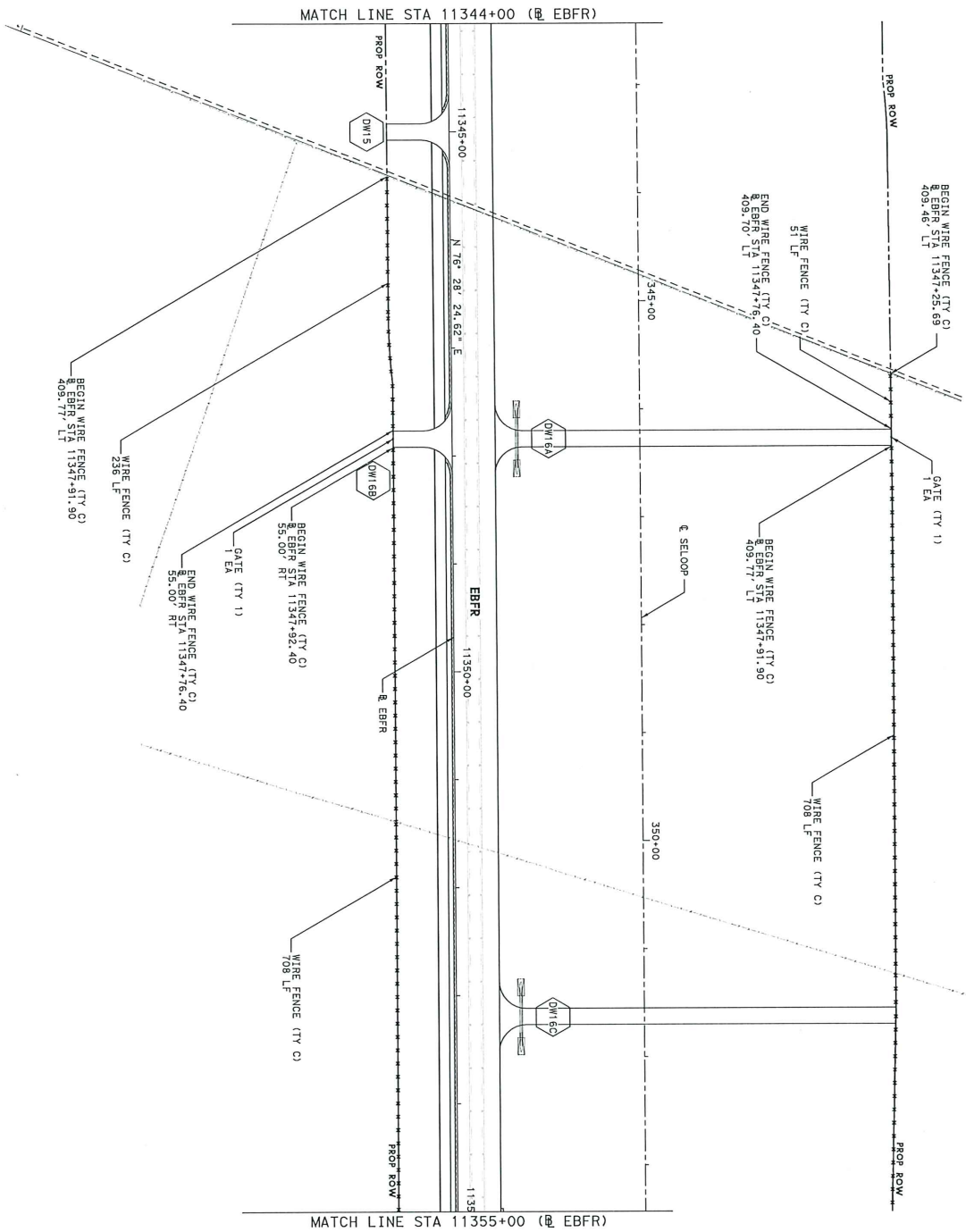
JOSEPH A. REGORA, JR.

REGISTERED PROFESSIONAL ENGINEER

6/30/2024

THE FIRM REG. NO. F-16341





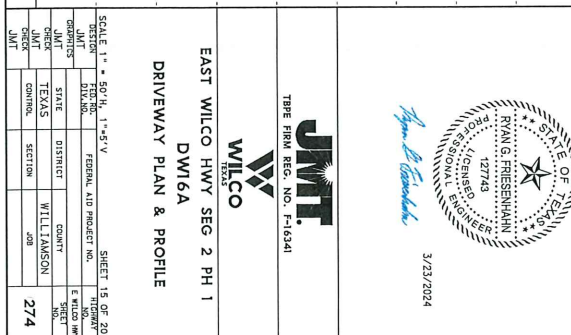
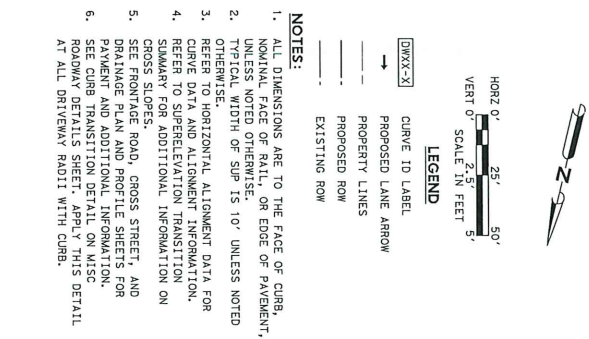
LEGEND

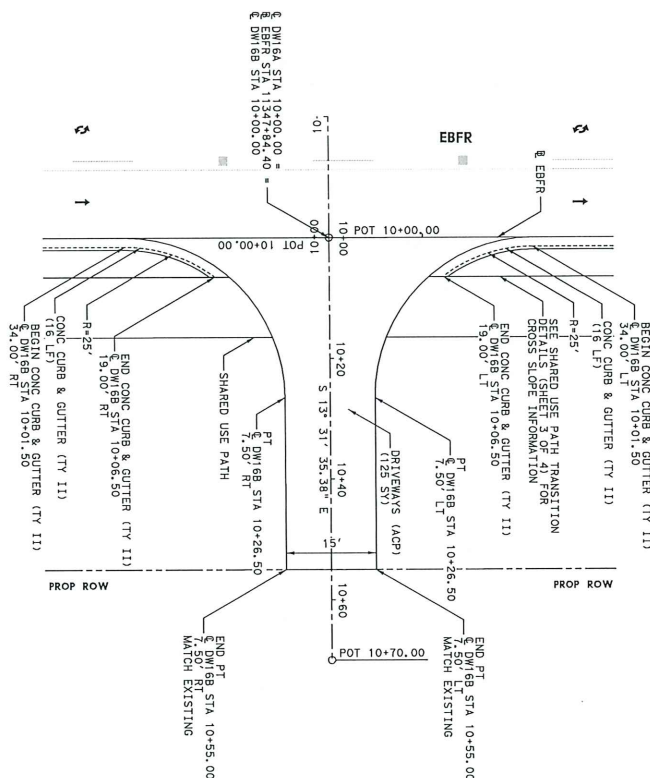
- NOTES:**
1. THE CONTRACTOR SHALL PLACE THE FENCE ON THE PROPOSED ROW LINE, WHERE SHOWN IN THE PLANS.
 2. PRIOR TO FENCE PLACEMENT THE CONTRACTOR SHALL STAKE THE PROPOSED ROW LINE AND RECEIVE APPROVAL OF THE PROPOSED FENCE ALIGNMENT.
 3. THE CONTRACTOR SHALL OBTAIN THE PROPOSED ROW DOCUMENTS FROM THE COUNTY.
 4. PAYMENT FOR ROW STAKING IS SUBSIDIARY TO FENCING.



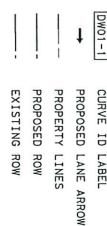
6/20/2024

JMT		TYPE FIRM REG. NO. F-16241	
WILCO			
EAST WILCO HWY SEG 2 PH 1 EASTBOUND FRONTAGE ROAD FENCE LAYOUT			
STA 11344+00 TO STA 11355+00			
SCALE: 1" = 100'	DESIGNER: JMT	CHECKER: JMT	SHEET 19 OF 21
DRAWN: JMT	STATE: TEXAS	DISTRICT: WILLIAMSON	NO. 249
DATE: 6/20/2024	CONTROL: SECTION	JOB	





1. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.
2. TYPICAL WIDTH OF SLIP IS 10' UNLESS NOTED OTHERWISE.
3. REFER TO HORIZONTAL ALIGNMENT DATA FOR CURVE DATA AND ALIGNMENT INFORMATION.
4. REFER TO SUPPLEMENTAL INFORMATION FOR ADDITIONAL INFORMATION ON STANDARD FOR PAVEMENT.
5. SEE FRONTAGE ROAD, PROFILE SHEET, AND DRAINAGE PLAN AND PROFILE SHEETS FOR PAVEMENT AND ADDITIONAL INFORMATION.
6. SEE CURB TRANSITION DETAIL ON MISC. ROADWAY DETAILS SHEET. APPLY THIS DETAIL AT ALL DRAINAGE ROAD WITH CURB.



DW01-1

→ PROPOSED LANE ARROW

PROPERTY LINES

EXISTING ROW



Japan L. Otsuoka

JMT.
TYPE FIRM REG. NO. F-1634

TBPE FIRM REG. NO. F-16341

WILCO
TEXAS

EAST WILCO HWY SEG 2 PH 1

DWM16B

DRIVEWAY PLAN & PROFILE

SCALE 1" = 20'H, 1"=2'V

SCALE 1" = 20'H, 1"=2'V

SHEET 16 OF 20

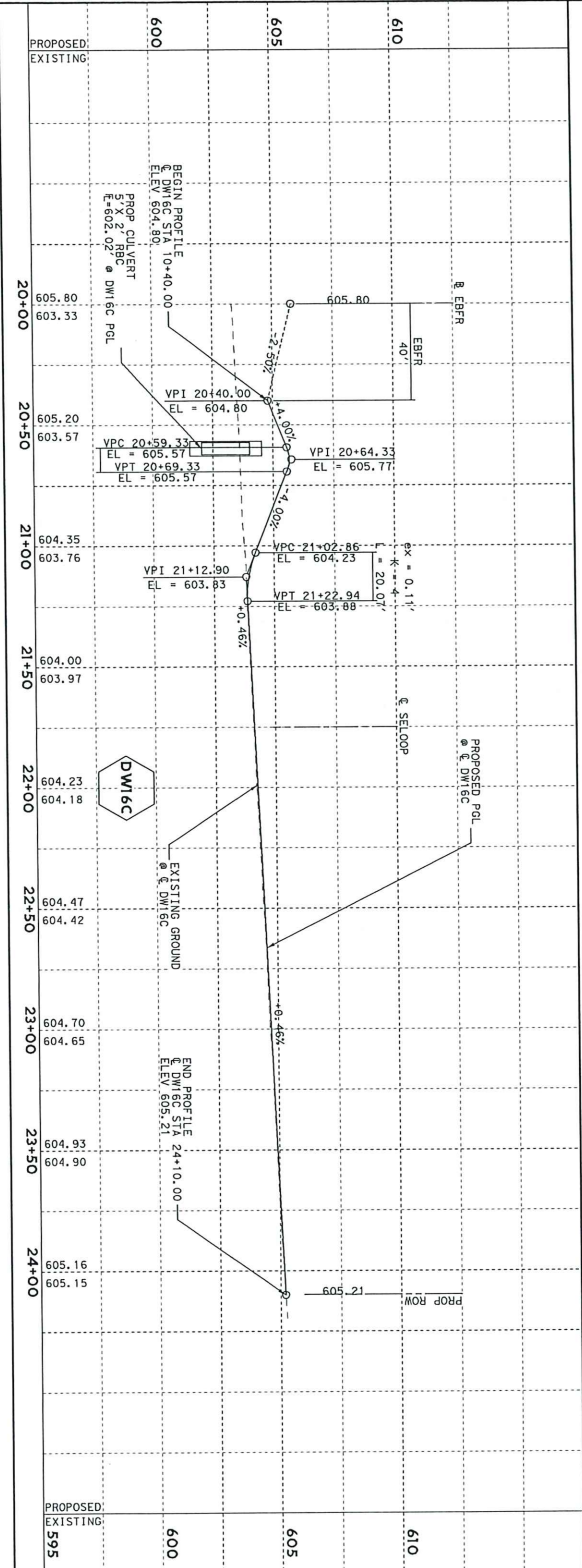
JMT	GRAPHICS
E MILCO	

JM#	STATE	DISTRICT	COUNTY	NO.
CHECK	TEXAS		WILLIAMSON	

CM I		
CHECK	CONTROL	SECTION
		JOB

275

JMT				
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SCALE: 1" = 50' H, 1" = 5' V		SHEET 164 OF 210	
DESIGN	JMT	PROJECT NO.	16-1813-005
CHECK	JMT	SECTION	275A
DATE	7/9/2024	BY	JMT
STATE	TEXAS	COUNTY	WILLIAMSON
DISTRICT	WILLIAMSON	SHEET NO.	275A
PROJECT	WILLIAMSON	DATE	7/9/2024

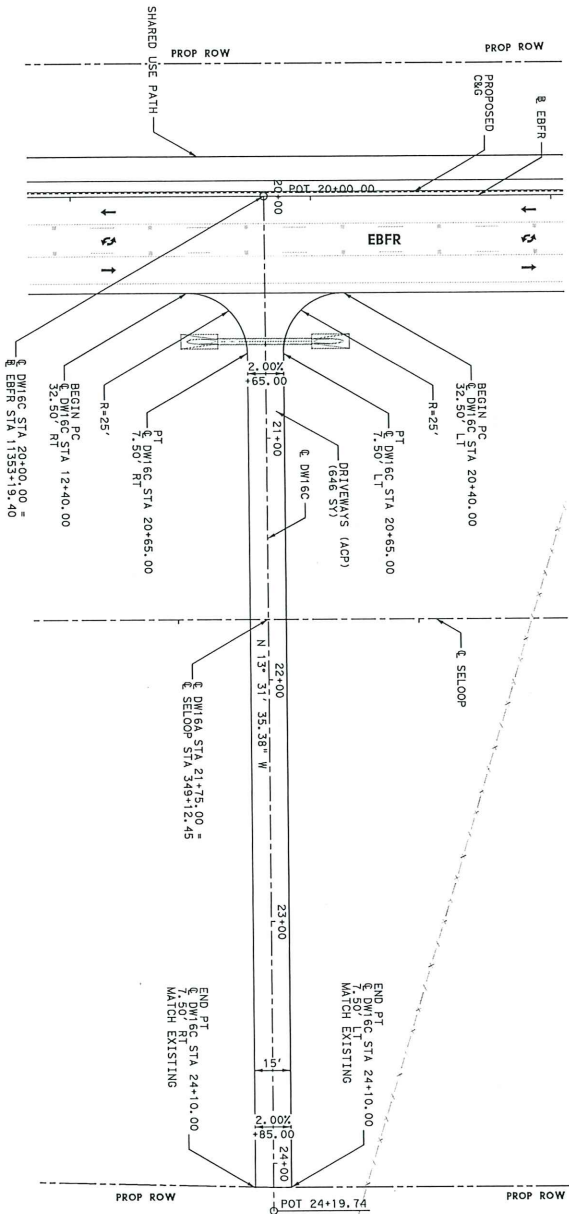
EAST WILCO HWY SEG 2 PH 1
 DW16C
 DRIVEWAY PLAN & PROFILE



TYPE FROM REG. NO. F-16341



7/9/2024



- NOTES:**
- ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.
 - TYPICAL WIDTH OF SUP IS 10' UNLESS NOTED OTHERWISE.
 - REFER TO HORIZONTAL ALIGNMENT DATA FOR CURVE DATA AND ALIGNMENT INFORMATION.
 - REFER TO SUPERELEVATION INFORMATION SUMMARY FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 - DESIGN ROAD CROSS STREET AND DRIVEWAY PLAN AND PROFILE SHEETS FOR PAYMENT AND ADDITIONAL INFORMATION. SEE CURB TRANSITION DETAIL ON MISC. ROADWAY DETAILS SHEET. APPLY THIS DETAIL AT ALL DRIVEWAY RADI WITH CURB.

- LEGEND**
- DW16C-X CURVE ID LABEL
 - PROPOSED LANE ARROW
 - PROPERTY LINES
 - PROPOSED ROW
 - EXISTING ROW

HORIZ. 0" = 25'
 VERT. 0" = 5'
 SCALE IN FEET



EXHIBIT "D"

Parcel 37

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 **CSW HUTTO 63, LP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 12.060 acre (525,347 square foot) tract of land in the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 37)**

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 Grantee's roadway facilities and appurtenances.

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 _____, 2024.

[signature page follows]

GRANTOR:

CSW HUTTO 63, LP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, 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:

EXHIBIT "E"

DRAINAGE EASEMENT

Southeast Loop (Segment 2)

THE STATE OF TEXAS

'

'

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

'

That **CSW HUTTO 63, LP**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.270 acre (11,748 square foot) tract of land, more or less, being out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 37DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

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 _____, 2024.

[signature page follows]

CSW HUTTO 63, LP

By:_____

Name: _____

Its: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in the capacity and for the purposes and consideration recited herein.

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.