

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by HOGANWYATT, LP (referred to in this Contract collectively as "Grantor") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Grantee"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Grantor agrees to convey, and Grantee accepts, the tract(s) of land described as follows:

All of that certain 9.802 acre tract of land in Williamson County, being more particularly described in Exhibit "A" and Exhibit "D" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Grantor 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 situated on and attached to the Property described in Exhibit "A" and Exhibit "D" not otherwise agreed herein to be retained by Grantor, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II DEDICATION**

2.01. Grantor agrees to dedicate the Property to Grantee, free and clear of all liens and encumbrances, as consideration for the construction of a two-lane public road within the Property.

### **ARTICLE III GRANTEE'S OBLIGATIONS**

#### **Conditions to Grantee's Obligations**

3.01. The obligations of Grantee 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 Grantee at or prior to the Closing).

3.02. Grantor 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 Grantor prior to or as of the closing.

3.03. Grantee agrees the Property shall revert to the Grantor if the Grantee does not award a bid for the construction on the first phase of the road improvements in the dedicated right of way, known as the Southwest Seward Junction Loop, located within the Property and within thirty-six (36) months of conveyance.

3.04 Grantee will allow Grantor to construct at least six (6) access points along the Loop Road. There shall be at least three (3) driveway access points along the north side of the Loop Road, and at least three (3) driveway access points along the south side of the Loop Road. Access point's width and exact location will be determined at platting. Pedestrian access, vehicular access, and driveway locations and spacing along the Loop Road to be dictated by current criteria set forth by the governing agency at the time of development review and/or platting. Grantee shall also allow one median break along the Loop Road. The proposed Loop Road driveway access points and median break are set forth on Exhibit "B" of this contract. Grantee will provide utility sleeves under Loop Road for the two tracts fronting on HWY 183 ("TRACT 1" & "TRACT 2") for the benefit of Grantor or assigns. These sleeves will be large enough to accommodate electric lines, and communication cables needed to service the two tracts. Grantee and assigns will not be responsible for the associated costs of installing traffic lights. Exhibit "C" attached is a typical roadway cross section for the Project.

3.05 Grantee agrees to execute IRS Form 8283 Noncash Charitable Contributions part IV Donee Acknowledgment.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF GRANTOR**

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

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

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

#### **ARTICLE V CLOSING**

##### Closing Date

5.01. The Closing shall be held at the office of Georgetown Title, Round Rock office, on or before December 30, 2016, or at such time, date, and place as Grantor and Grantee 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").

#### Grantor's Obligations at Closing

5.02. At the Closing Grantor shall:

(1) Deliver to Grantee a duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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 Grantee pursuant to Article III hereof;
- (c) A provision requiring the Property revert back to the Grantor if the Grantee does not award a bid for the construction of the first phase of the road improvements on the right of way on the Property known as the Southwest Seward Junction Bypass within thirty-six (36) months of conveyance.
- (d) Any exceptions approved by Grantee in writing.

(2) Deliver to Grantee a Texas Owner's Title Policy at Grantee's sole expense, issued by Title Company, in Grantee's favor in an amount agreed to prior to Closing by Grantee, insuring Grantee's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Grantee, 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) Deliver to Grantee possession of the Property if not previously done.

#### Grantee's Obligations at Closing

##### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. 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, shall be paid by Grantee.

#### 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 Grantee.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Grantee.
- (3) All other closing costs shall be paid by Grantee.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY GRANTOR**

6.01. In the event Grantor shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Grantee's default, Grantor agrees to reimburse Grantee for its reasonable cost incurred as a result of this Contract.

### **ARTICLE VII BREACH BY GRANTEE**

7.01. In the event Grantee shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Owner's default, Grantee agrees to reimburse Owner for its reasonable cost incurred as a result of this Contract.

### **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 Grantor or Grantee, 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, Grantee is hereby advised that it should be furnished with or obtain a policy of title insurance or Grantee should have the abstract covering the Property examined by an attorney of Grantee's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is executed 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.

#### Agricultural Tenants

8.12. Grantee agrees to replace or reimburse Grantor and its agricultural tenants for damage done to any currently existing fences, driveways and crops at the reasonable fair market value. Grantor agrees to remove or otherwise cancel any agricultural leases which encumber the Property conveyed herein as the date of this transfer.

*[signature pages follow]*

**GRANTOR:**

HOGANWYATT, L.P.  
A Texas limited partnership

By: LandGP, LLC, it's General Partner

By: Philip Hogan  
Philip Hogan, President

Date: 12/9/16

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge

Address: 710 Main Street  
Georgetown, TX 78626

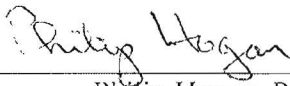
Date: \_\_\_\_\_



**GRANTOR:**

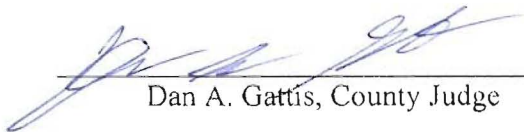
HOGANWYATT, L.P.  
A Texas limited partnership

By: LandGP, LLC, it's General Partner

By:   
Philip Hogan, President

Date: 12/9/16

**GRANTEE:**  
WILLIAMSON COUNTY, TEXAS

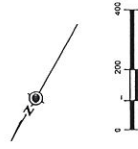
  
Dan A. Gattis, County Judge

Address: 710 Main Street  
Georgetown, TX 78626

Date: 12-22-2018

# EXHIBIT A

- 96.904 ACRES
- 9.802 ACRES
- PROPOSED R.O.W.
- PROPOSED EASEMENT



PRELIMINARY-  
SUBJECT TO CHANGE

WILLIAMSON  
COUNTY

EASEMENT EXHIBIT

**K-FRIESE  
+ ASSOCIATES**

1000 S. Lamar Avenue  
Suite 200  
Austin, Texas 78704  
Phone: 512.381.1100  
Fax: 512.381.1101  
www.kfriese.com

[illegible]

EASEMENT EXHIBIT  
HOGAN

**K•FRIESE  
+ ASSOCIATES**

1120 S. Central Expressway  
O'Fallon 2, Suite 100  
Austin, Texas 78746  
P = 512.338.1704 F = 512.338.1784  
TDD/Fax Number 5230  
www.kfries.com

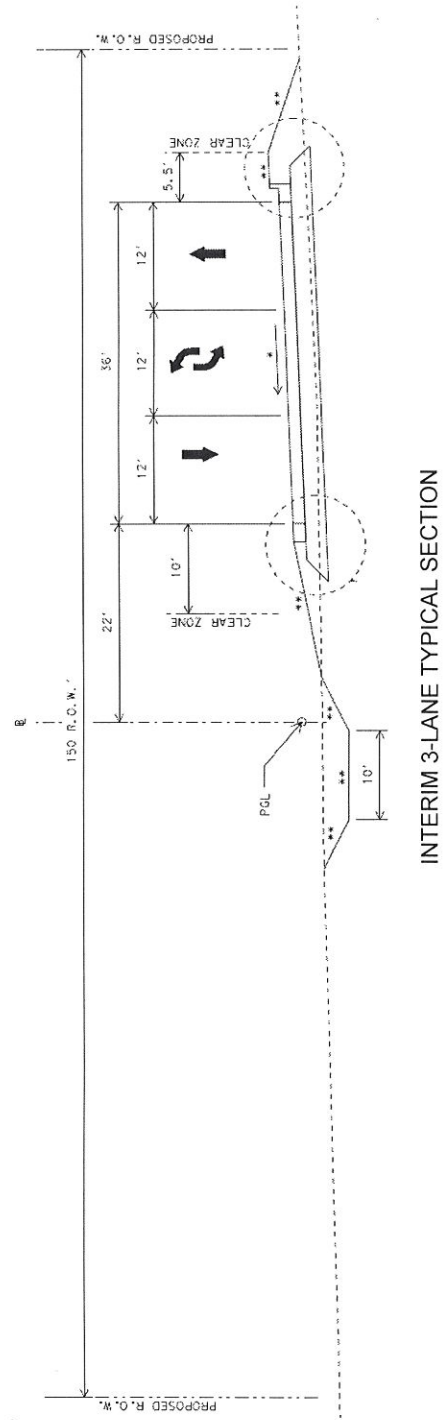
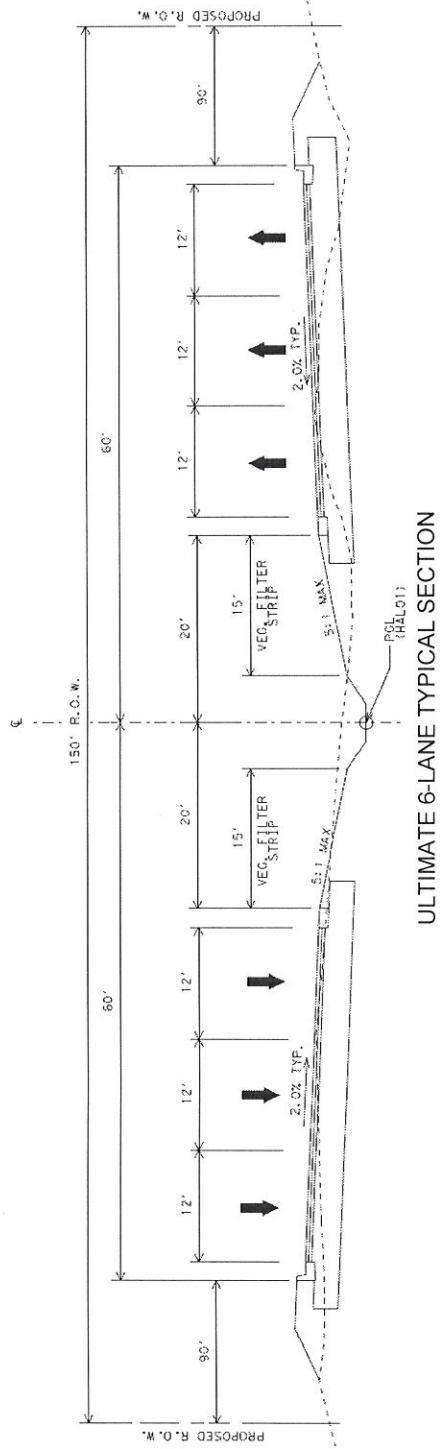
★ APPROXIMATE LOCATION OF DRIVEWAYS.  
ACTUAL LOCATION TO BE DETERMINED BY  
GOVERNING AGENCY AT THE TIME OF PLATTING  
AND/OR DEVELOPMENT APPROVAL.

PROPOSED R. O. W.

----- PROPOSED EASEMENT



# EXHIBIT C



## EXHIBIT D

**County:** Williamson  
**Parcel No.:** 2  
**Highway:** Seward Junction Southwest  
**Limits:** From: S.H. 29  
To: C.R. 263

### DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 9.802 ACRE (426,977 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.15 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO PHILIP HOGAN AND WIFE, GINA RAE HOGAN, RECORDED IN DOCUMENT NO. 2000007280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 9.802 ACRE (426,977 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 96.19 feet right of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.) 150+29.80, on the north line of said remainder of a called 117.15 acre tract, same being the south line of Lot 2, Block A, Capitol Aggregates, Ltd. Subdivision, a subdivision of record in Document No. 2008080708, O.P.R.W.C.TX., described as a called 171.664 acre tract of land in deed to Oldcastle Materials Texas Production Assets Company, LLC, and recorded in Document No. 2014042997, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears S 20°17'17" E, a distance of 13.64 feet;

**THENCE** N 69°16'09" E, with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, a distance of 21.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 150+32.58, on the proposed southwest right-of-way line of Seward Junction Southwest, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10206858.00, E:3068048.00) and the northwest corner of the parcel described herein;

1) **THENCE** N 69°16'09" E, departing the proposed southwest right-of-way line of said Seward Junction Southwest, continuing with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, passing at a distance of 75.83 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 150+43.35 on the proposed northeast right-of-way line of said Seward Junction Southwest, and continuing with said proposed northeast right-of-way line for a total distance of 151.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 150+55.89, said point being the beginning of a curve to the left, for the most northerly northeast corner of the parcel described herein,

**THENCE** departing the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, with the proposed northeast right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following five (5) courses and distances numbered 2-6:

- 2) With said curve to the left, an arc distance of 855.82 feet, through a central angle of 53°00'38", having a radius of 925.00 feet, and a chord that bears S 56°44'16" E, a distance of 825.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 159+81.10,

- 3) S 83°14'35" E, a distance of 693.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 166+74.70, said point being the beginning of a curve to the left,
  - 4) With said curve to the left, an arc distance of 449.48 feet, through a central angle of 27°50'28", having a radius of 925.00 feet, and a chord that bears N 82°50'11" E, a distance of 445.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 171+60.61,
  - 5) N 68°54'57" E, a distance of 220.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 173+81.55, and
  - 6) N 23°54'57" E, a distance of 35.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.02 feet left of SJS E.C.S. 174+06.57, on the existing west right-of-way line of U.S. Highway 183 (US 183), a variable width right-of-way, as conveyed to the State of Texas and recorded in Document No. 2010036026, O.P.R.W.C.TX., same being the east line of said remainder of a called 117.15 acre tract, for the most easterly northeast corner of the parcel described herein;
  - 7) **THENCE** S 21°02'37" E, departing the proposed northeast right-of-way line of said Seward Junction Southwest, with the existing west right-of-way line of said US 183 and the east line of said remainder of a called 117.15 acre tract, a distance of 211.99 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.97 feet right of SJS E.C.S. 174+06.42, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the most easterly southeast corner of the parcel described herein;
- THENCE** departing the existing west right-of-way line of said US 183, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following twelve (12) courses and distances numbered 8-19:
- 8) N 66°05'03" W, a distance of 35.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 173+81.45,
  - 9) S 68°54'57" W, a distance of 220.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 171+60.61,
  - 10) N 21°05'03" W, a distance of 12.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 171+60.61, said point being the beginning of a curve to the right,
  - 11) With said curve to the right, an arc distance of 522.36 feet, through a central angle of 27°50'28", having a radius of 1,075.00 feet, and a chord that bears S 82°50'11" W, a distance of 517.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 166+74.70,
  - 12) N 83°14'35" W, a distance of 223.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 164+50.81,
  - 13) S 51°45'25" W, a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 164+25.81,



- 14) S 06°45'25" W, a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 164+25.81, said point being the beginning of a curve to the right,
- 15) With said curve to the right, an arc distance of 206.90 feet, through a central angle of 15°06'06", having a radius of 785.00 feet, and a chord that bears S 14°18'28" W, a distance of 206.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 383.56 feet right of SJS E.C.S. 163+98.70,
- 16) S 20°48'42" E, a distance of 29.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 409.32 feet right of SJS E.C.S. 164+12.15,
- 17) S 64°12'42" E, a distance of 7.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.80 feet right of SJS E.C.S. 164+19.34, said point being the beginning of a curve to the right,
- 18) With said curve to the right, an arc distance of 175.30 feet, through a central angle of 42°44'22", having a radius of 235.00 feet, and a chord that bears S 42°50'31" E, a distance of 171.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 522.80 feet right of SJS E.C.S. 165+49.76, and
- 19) S 21°28'20" E, a distance of 16.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 537.18 feet right of SJS E.C.S. 165+57.48, on the existing north right-of-way line of County Road 263, a variable width right-of-way, no record information found, same being the south line of said remainder of a called 117.15 acre tract, for the most southerly southeast corner of the parcel described herein;
- 20) **THENCE** S 68°41'04" W, departing the proposed southwest right-of-way line of said Seward Junction Southwest, with the existing north right-of-way line of said County Road 263 and the south line of said remainder of a called 117.15 acre tract, a distance of 123.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 595.30 feet right of SJS E.C.S. 164+48.52, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the southwest corner of the parcel described herein, from which a 1/2-inch iron rod found on the existing north right-of-way line of said County Road 263 for the southwest corner of said remainder of a called 117.15 acre tract bears S 68°41'04" W, a distance of 1,006.50 feet to a calculated point, and S 69°02'59" W, a distance of 813.62 feet;
- THENCE** departing the existing north right-of-way line of said County Road 263, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following thirteen (13) courses and distances numbered 21-33:
  - 21) N 21°18'56" W, a distance of 7.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 588.74 feet right of SJS E.C.S. 164+45.02,
  - 22) N 60°03'31" E, a distance of 32.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 569.19 feet right of SJS E.C.S. 164+71.25, said point being the beginning of a curve to the left,
  - 23) With said curve to the left, an arc distance of 53.72 feet, through a central angle of 93°16'34", having a radius of 33.00 feet, and a chord that bears N 13°25'14" E, a distance of 47.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 521.53 feet right of SJS E.C.S. 164+76.82, said point being the beginning of a curve to the left,

- 24) With said curve to the left, an arc distance of 94.67 feet, through a central angle of  $30^{\circ}59'39''$ , having a radius of 175.00 feet, and a chord that bears  $N 48^{\circ}42'53'' W$ , a distance of 93.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 468.52 feet right of SJS E.C.S. 163+99.77,
- 25)  $N 64^{\circ}12'42'' W$ , a distance of 7.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 466.14 feet right of SJS E.C.S. 163+92.86,
- 26)  $S 72^{\circ}06'31'' W$ , a distance of 28.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 478.20 feet right of SJS E.C.S. 163+66.57, said point being the beginning of a curve to the right,
- 27) With said curve to the right, an arc distance of 119.49 feet, through a central angle of  $08^{\circ}43'16''$ , having a radius of 785.00 feet, and a chord that bears  $S 33^{\circ}31'09'' W$ , a distance of 119.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 584.78 feet right of SJS E.C.S. 163+12.82,
- 28)  $N 20^{\circ}05'08'' W$ , a distance of 146.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 453.66 feet right of SJS E.C.S. 162+46.46, said point being the beginning of a curve to the left,
- 29) With said curve to the left, having an arc distance of 283.09 feet, through a central angle of  $24^{\circ}23'26''$ , having a radius of 665.00 feet, and a chord that bears  $N 18^{\circ}57'09'' E$ , a distance of 280.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 163+05.81,
- 30)  $N 06^{\circ}45'25'' E$ , a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 163+05.81,
- 31)  $N 38^{\circ}14'35'' W$ , a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 162+80.81,
- 32)  $N 83^{\circ}14'35'' W$ , a distance of 299.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 159+81.10, said point being the beginning of a curve to the right, and

33) With said curve to the right, an arc distance of 1,019.66 feet, through a central angle of 54°20'46", having a radius of 1,075.00 feet, and a chord that bears N 56°04'11" W, a distance of 981.86 feet to the **POINT OF BEGINNING**, and containing 9.802 acres (426,977 sq. ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

§  
§  
§

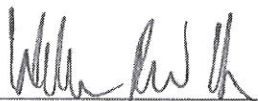
KNOW ALL MEN BY THESE PRESENTS:

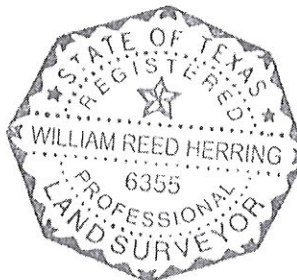
COUNTY OF TRAVIS

That I, William Reed Herring, 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 this the 15<sup>th</sup> day of September, 2016.

SURVEYING AND MAPPING, LLC.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

  
\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas





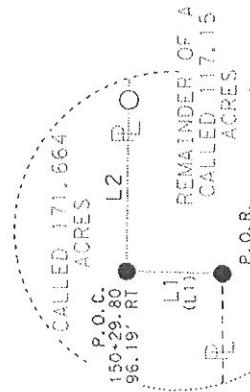
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ASSETS COMPANY, LLC  
CALLED 171.664 ACRES  
DOC. NO. 2014042997  
O.P.R.W.C.TX.

CAPITOL AGGREGATES,  
LTD. SUBDIVISION  
LOT 2, BLOCK A  
DOC. NO. 2008080708  
O.P.R.W.C.TX.

P.O.B.  
GRID COORDINATES  
N=1020858.00  
E=3068048.00  
150+32.58  
150+00 RT

SEE  
DETAIL "A"

(N70°55'02"E 1,338.67')



DETAIL "A"  
NOT TO SCALE

JOHN B. ROBINSON 521  
SURVEY, ABSTRACT 521

ENGINEER'S CENTERLINE

CURVE DATA  
PT STD 154+96.20  
N = 10,207,680.86  
E = 3,068,635.16  
Δ = 62°39'35" (LT)  
D = 05°43'46"  
LT = 1,093.62  
PT = 608.72  
PC = 1,000.00  
PC STD 148+87.48  
PT STD 159+81.10

LAND PARTNERSHIP NO. 1  
REMAINDER OF A  
CALLED 156.48 ACRES  
DOC. NO. 2004030001  
O.P.R.W.C.TX.

CHG SUBDIVISION  
LOT 1  
DOC. NO. 2008065392  
O.P.R.W.C.TX.



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

PHILIP HOGAN AND WIFE,  
GINA RAE HOGAN  
REMAINDER OF A  
CALLED 117.15 ACRES  
DOC. NO. 2000007280  
O.P.R.W.C.TX.

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED WILLIAMSON COUNTY
- 1/2" IRON ROD FOUND UNLESS NOTED
- COTTON SPINDLE SET
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF TEXAS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

PROPOSED ROW LINE

ENGINEER'S CENTERLINE

PROPOSED ROW LINE

MATCH LINE PAGE 7

PAGE 6 OF 11  
REF. FIELD NOTE NO. 30898\_LRI

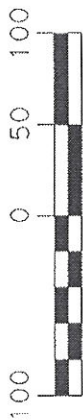
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EXISTING \* 106.552 AC. ACQUIRE 9.802 AC. REMAINING 33.251 AC. 101/63.493 AC. RIGHT

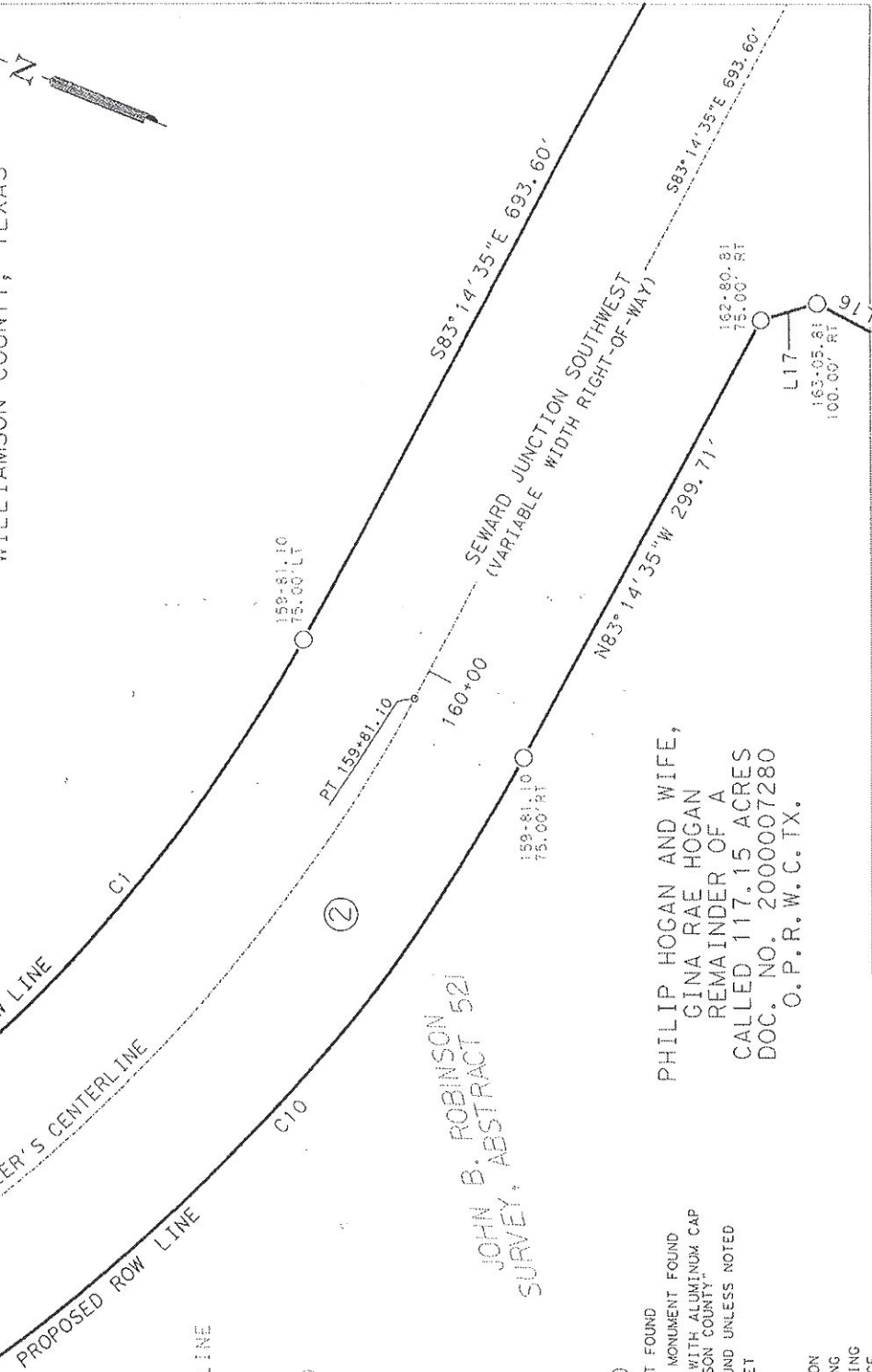


4801 Southwest Parkway  
Building Two, Suite 100  
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(512) 447-0575  
Fax: (512) 526-3029  
Texas Firm Registration No. 10084300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
PHILIP HOGAN AND WIFE  
GINA RAE HOGAN  
PARCEL 2  
9.802 AC. (426,977 SQ. FT.)



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



ENGINEER'S CENTERLINE

CURVE DATA  
 PI STG 154+96.20  
 N = 10,207,680.86  
 E = 3,068,635.16  
 Δ =  $62^{\circ}39'35''$  (LT)  
 D =  $05^{\circ}43'46''$   
 LT = 1,093.62'  
 RT = 608.72'  
 R = 1,000.00'  
 PC STG 148+87.48  
 PT STG 159+81.10

JOHN B. ROBINSON  
 SURVEY, ABSTRACT 521

LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ COTTON SPINDLE SET
- ⊙ CALCULATED POINT
- ⊠ PROPERTY LINE
- ⌒ RECORD INFORMATION
- ⌒ POINT OF BEGINNING
- ⌒ POINT OF COMMENCING
- ⌒ POINT OF REFERENCE
- ⌒ NOT TO SCALE
- ⌒ DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ⌒ OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- ⌒ OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ⌒ DISTANCE NOT TO SCALE
- ⌒ DEED LINE (COMMON OWNERSHIP)

PHILIP HOGAN AND WIFE,  
 GINA RAE HOGAN  
 REMAINDER OF A  
 CALLED 117.15 ACRES  
 DOC. NO. 2000007280  
 O.P.R.W.C. TX.

FILE: \\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plots\Parcel\_2-2.dgn  
 REF. FIELD NOTE NO. 30898-R1  
 PAGE 7 OF 11

EXISTING \*106.552 AC. ACQUIRE 9.802 AC. REMAINING 33.251 AC. LEFT 63.493 AC. RIGHT



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 526-5029  
 Texas Firm Registration No. 10064900

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 PHILIP HOGAN AND WIFE  
 GINA RAE HOGAN  
 PARCEL 2  
 9.802 AC. (426,977 SQ. FT.)



7 PAGE LINE MATCH

U.S. 183-  
STATE OF TEXAS  
(VARIABLE WIDTH RIGHT-OF-WAY) - DOC. NO. 2010036026  
O.R.R.W.C.TX.

LEGEND

■ CONCRETE MONUMENT FOUND  
 □ TYPE II CONCRETE MONUMENT FOUND  
 ○ ¾" IRON ROD SET WITH ALUMINUM CAP  
 STAMPED "WILLIAMSON COUNTY"  
 ● 1/2" IRON ROD FOUND UNLESS NOTED  
 ⊗ COTTON SPINDLE SET  
 △ CALCULATED POINT  
 ⊕ 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.T.X. DEED RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 O.R.W.C.T.X. OFFICIAL RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 DISTANCE NOT TO SCALE  
 DEED LINE (COMMON OWNERSHIP)

JOHN B. ROBINSON 521  
SURVEY, ABSTRACT

FILE: \\sampling\cus\PROJECTS\1015035736\100\Survey\02Base V8\Plots\Parcel\_2\_3.dgn REF: FIELD NOTE NO. 30696 PAGE 8 OF 11

EXISTING	*106,552 AC.	ACQUIRE	9,802 AC.	REMAINING	55,251 AC.	EFF/63.45 AC.	9,802 AC.

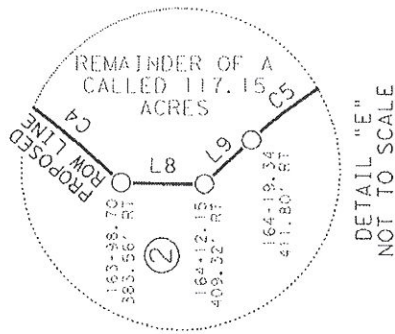
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
PHILIP HOGAN AND WIFE  
GINA RAE HOGAN  
PARCEL 2  
602 AC. (426,977 SQ. FT.)

## WATCH LINE PAGE 7

- PHILIP HOGAN AND WIFE,  
GINA RAE HOGAN  
REMAINDER OF A  
CALLED 117.15 ACRES  
DOC. NO. 2000007280  
O.P.R.W.C.TX.

JOHN B. ROBINSON  
ABSTRACT 52J  
SURVEY.



DETAIL "E"  
NOT TO SCALE



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



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Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
PHILIP HOGAN AND WIFE  
GINA RAE HOGAN  
PARCEL 2  
02 AC. (426, 977 SQ. FT.)

9.802 AC. (426,977 SQ. FT.)

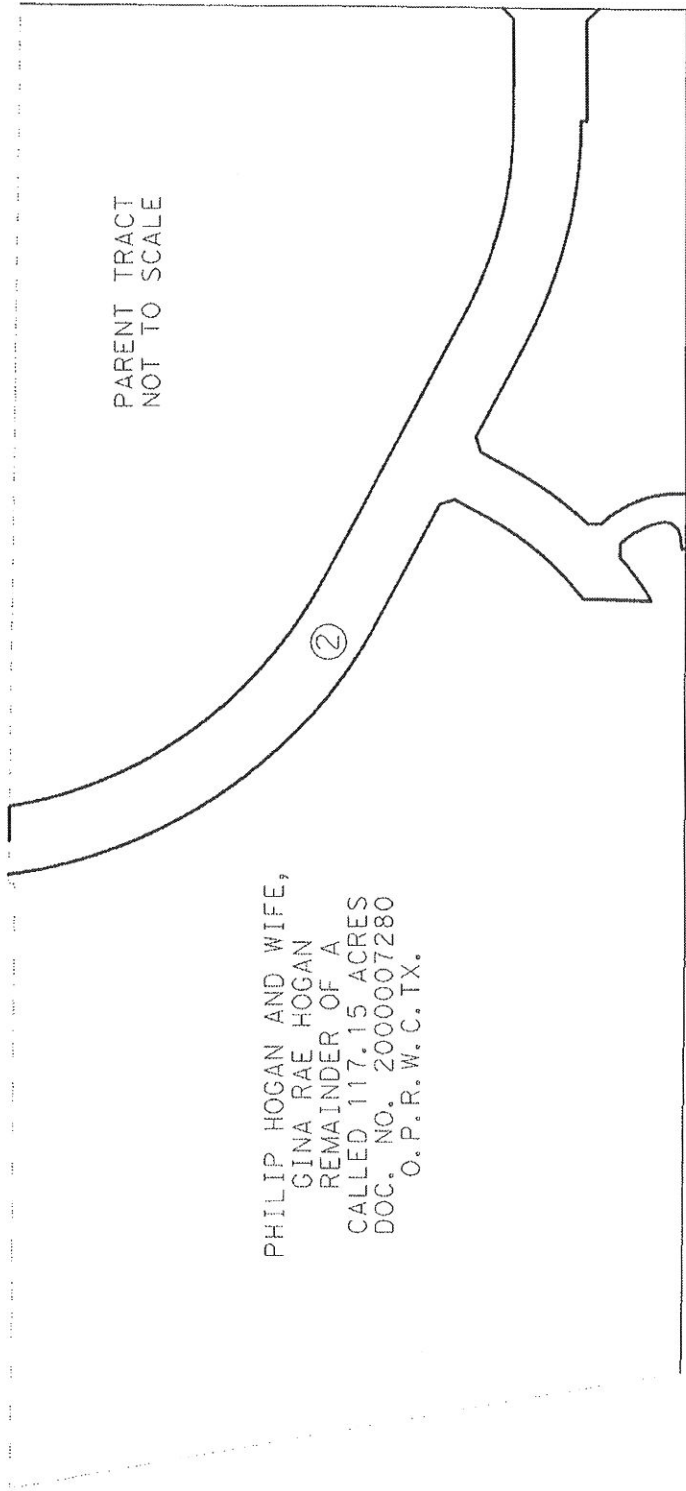
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REF. FIELD NOTE  
PAGE 9 OF 11  
NO. 50833\_R1

EXISTING	*106,552 AC.	ACQUIRE	9,802 AC.	REMAINING	53,257 AC.	EST. 763.493 AC.	9.06%
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10  
11  
12  
13  
14  
15  
16

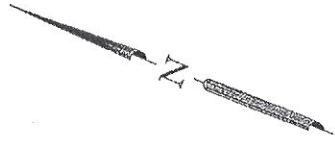
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PHILIP HOGAN AND WIFE,  
GINA RAE HOGAN  
REMAINDER OF A  
CALLED 117.15 ACRES  
DOC. NO. 2000007280  
O.P.R.W.C. TX.

PARENT TRACT  
NOT TO SCALE

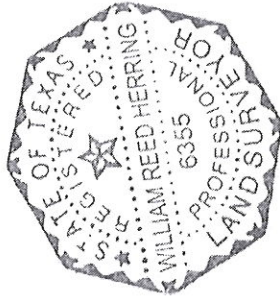


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REF. FIELD NOTE NO. 30896\_LR1  
PAGE 10 OF 11

EXISTING *106.552 AC.	ACQUIRE 9.802 AC.	REMAINING 33.261 AC. LEFT 163.493 AC. RIGHT
<p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10065300</p> <p><b>SAM</b> SURVEYING-AERIAL MAPPING-ENGINEERING</p>		
<p>RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF PHILIP HOGAN AND WIFE GINA RAE HOGAN PARCEL 2 9.802 AC. (426,977 SQ. FT.)</p>		

## CURVE TABLE

- CONCRETE MONUMENT FOUND  
TYPE II CONCRETE MONUMENT FOUND  
5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY,"  
1/2" IRON ROD FOUND UNLESS NOTED  
COTTON SPINDLE SET  
CALCULATED POINT  
PROPERTY LINE  
RECORD INFORMATION  
POINT OF BEGINNING  
POINT OF COMMENCING  
POINT OF REFERENCE  
NOT TO SCALE  
DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS  
OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS  
DISTANCE NOT TO SCALE  
DEED LINE (COMMON OWNERSHIP)



1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAD08 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U. S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SEWARD JUNCTION SOUTHWEST ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE & ASSOCIATES, INC. SCHEMATIC RECEIVED BY SAM, LLC IN JUNE, 2016.

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

\* AREA CALCULATED BY SAM, LLC.

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

W. B. L.

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

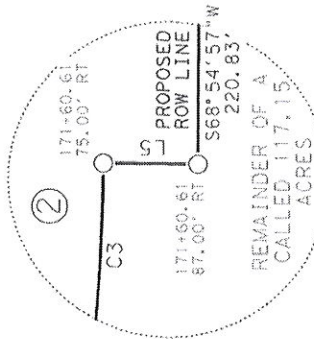
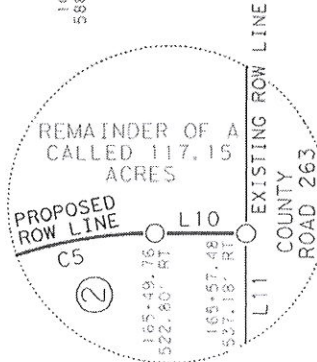
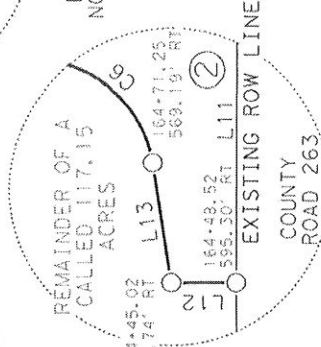
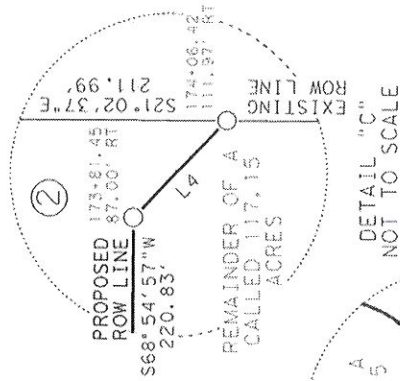
DATE 9/15/16



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

9.802 AC. (426,977 SQ. FT.)

NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	53°00'38"	925.00'	855.82'	825.62'	S56°44'16"E
C2	27°50'28"	925.00'	449.48'	445.07'	N82°50'11"E
C3	27°50'28"	1,075.00'	522.36'	517.24'	S82°50'11"W
C4	15°06'06"	785.00'	206.90'	206.30'	S14°18'28"W
C5	42°44'22"	235.00'	175.30'	171.26'	S42°50'31"E
C6	93°16'34"	33.00'	53.72'	47.98'	N13°25'14"E
C7	30°59'39"	175.00'	94.67'	93.52'	N48°42'53"W
C8	08°43'16"	785.00'	119.49'	119.37'	S33°31°09"W
C9	24°23'26"	665.00'	283.09'	280.36'	N18°57°09"E
C10	54°20'46"	1,075.00'	1,091.66'	981.86'	N56°04'11"W

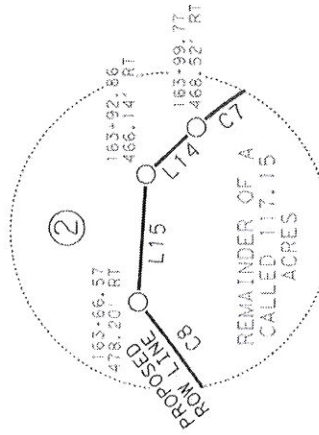


### DETAIL "C" LINE TABLE

NOTION OF SCALE IN ENGLISH

DETAIL "D"  
NOT TO SCALE

LINE NO.	BEARING	DISTANCE
L1	S20° 17' 17" E	13.64'
(L1)	(N18° 26' 08" W)	(13.61')
L2	N69° 16' 09" E	21.40'
L3	N23° 54' 57" E	35.38'
L4	N66° 05' 03" W	35.32'
L5	N21° 05' 03" W	12.00'
L6	S51° 45' 25" W	35.36'
L7	S06° 45' 25" W	79.04'
L8	S20° 48' 42" E	29.06'
L9	S64° 12' 42" E	7.60'
L10	S21° 28' 20" E	16.33'
L11	S68° 41' 04" W	123.49'
L12	N21° 18' 56" W	7.44'
L13	N60° 03' 31" E	32.71'
L14	N64° 12' 42" W	7.31'
L15	S72° 06' 31" W	28.93'
L16	N06° 45' 25" E	79.04'
L17	N38° 14' 35" W	33.36'



DETAIL "H"  
NOT TO SCALE

NOT TO SCALE

FILE: \\sampling\cus\PROJECTS\1015035736\100\Survey\02Base V8\Plots\Parcel -2--.dgn

REF. FIELD NOTE NO. 30898...R1

PAGE 11 OF 11

EXISTING	*106.552 AC.	ACQUIRE	9.802 AC.	REMAINING	33.257 AC. LEFT/63.493 AC. RIGHT

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
PHILIP HOGAN AND WIFE  
GINA RAE HOGAN  
PARCEL 2