

PROPERTY EXCHANGE CONTRACT

This Property Exchange Contract ("**Contract**") is made by and between **WILLIAMSON COUNTY, TEXAS** ("**County**"), and **CSW SR HUTTO, LLC**. ("**CSW**").

RECITALS

- A. County is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit A** attached hereto and incorporated herein, comprising 1.057 acres, more or less ("**County Tract**").
- B. CSW is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit B** attached hereto and incorporated herein, comprising 0.662 acre, more or less ("**CSW Tract**").
- C. County desires to exchange the County Tract to CSW and CSW desires to exchange the CSW Tract to County.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, County and CSW agree as follows.

1. **Exchange.** County will deed the County Tract to CSW, CSW will deed the CSW Tract to the County, pursuant to the form of Exchange Deed approved by the parties.
2. **Consideration.** The consideration for each party's conveyance of the Tract it owns is the receipt of title to the Tract it is acquiring.
3. **Escrow.** Upon full execution hereof, a copy of this Contract shall be delivered to Independence Title Company ("**Title Company**"), attention: Julia Bechara, 203 W. Main Street, Suite A, Pflugerville, Texas 78660, jbechara@independencetitle.com.
4. **Effective Date of this Contract.** The effective date of this Contract ("**Effective Date**") will be deemed the date when a fully executed copy of this Contract is deposited with the Title Company, as evidenced by the date of receipt inserted by Title Company beneath its signature.
5. **Title Commitments.** Within thirty (30) days after the Effective Date of this Contract, Title Company will deliver to County and CSW commitments for Title Insurance ("**Title Commitments**") covering the County Tract, and the CSW Tract, respectively, issued by the Title Company showing matters affecting title to the respective Tracts which will appear in the owner's policies of title insurance, together with copies of all recorded documents constituting exceptions under the Title Commitments. The insured amount for the County Tract will be \$115,000. The insured amount for the CSW Tract will be \$72,000.

6. **Surveys.** If not previously provided, within fourteen (14) days after the Effective Date, County will deliver to CSW current surveys ("**Surveys**") of the Tracts, prepared on the ground by a registered surveyor.

7. **Title and Survey Objections.** County and CSW will each have fifteen (15) days after receiving the Title Commitment and Survey for the Tract or Tracts such party is to acquire, whichever is received last, to notify the owner of the applicable Tract of any matters contained in the Title Commitment or Survey that it finds objectionable ("**Objection Notice**"). Any matters in the Title Commitment or Survey to which the acquiring party does not so object, or matters objected to which are cured or for which such objections are waived, will be deemed "**Permitted Exceptions.**"

8. **Closing.** The exchange of the Tracts will be closed ("**Closing**") at the office of the Title Company on or before June 15, 2018.

9. **Closing Obligations.**

a) County Closing Obligations. At the Closing, County will: (i) execute, acknowledge, and deliver to CSW the Exchange Deed conveying to CSW good and indefeasible title in fee simple to the County Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years and any Permitted Exceptions covering the County Tract; (ii) deliver possession of the County Tract to CSW; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of tax is not required in connection with this transaction; and (iv) execute and deliver such other documents that may be reasonably required by the Title Company to close this transaction. The Deed shall be in the form as shown in **Exhibit C** attached hereto and incorporated herein.

b) CSW Closing Obligations. At the Closing, CSW will: (i) execute, acknowledge, and deliver to County the Exchange Deed conveying to County good and indefeasible title in fee simple to the CSW Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years, and any Permitted Exceptions covering the CSW Tract; (ii) deliver possession of the CSW Tract to County; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of taxes is not required in connection with this transaction; and (iv) execute and deliver such other documents as may be reasonably required by the Title Company to close this transaction. The Deed shall be in the form as shown in **Exhibit D** attached hereto and incorporated herein.

c) Title Policies. County will furnish to CSW a standard owner's title policy issued by Title Company covering the County Tract in the amount of \$115,000. CSW will furnish to County a standard owner's title policy issued by Title Company covering the CSW Tract in the amount of \$72,000.

d) Tax Certificates. Title Company will deliver tax certificates or other evidence showing there are no delinquent taxes levied or assessed against either Tract as of Closing.

10. **Closing Costs.** Closing costs and prorations will be allocated as follows:

- a) **Taxes.** Each party shall assume responsibility for the taxes of the Tract received for the year of transfer. Any taxes resulting from a change in use or ownership of the Tracts will be the responsibility of the acquiring party. These obligations survive Closing.
- b) **Fees.** All costs for the Surveys will be paid for by County. All costs for the base premiums for the Title Policies, recording of the Exchange Deeds, the tax certificates and any escrow fee charged by Title Company will be paid for by County. All other recording costs will be paid for by the party incurring them as will any additional Title Policy costs or premiums incurred at the request of such party. Each party will be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

11. **Representations.** County and CSW each represent to the other the following matters with regard to the Tract which it owns:

- a) **Contracts:** Except as shown in the Permitted Exceptions, the Tract is not in whole or in part encumbered by any lease or occupancy agreement which would be binding after Closing;
- b) **Proceedings:** The Tract is not subject to any litigation, administrative or other legal proceedings, and to the best of the owner's knowledge no such actions or proceedings have been commenced or threatened;
- c) **Compliance:** To the owner's actual knowledge, without independent inspection, the Tract is in compliance with applicable laws, and has not been used for the generation, manufacturing, storage, disposal or transport of any hazardous or toxic substances or materials;
- d) **Authority:** The person(s) signing this Contract has the full right, power and authority to enter this Contract on behalf of the owner; and
- e) **Taxes:** To the best of the owner's knowledge, the Tract is not subject to any additional ad valorem taxes related to the year of Closing or prior years arising out of a change in the use or ownership thereof.

12. **Property Conditions.** EACH PARTY ACKNOWLEDGES THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE TRACT, IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS WHICH MAY HAVE BEEN MADE BY THE OTHER PARTY OR ITS EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES. EACH PARTY IS ACQUIRING ITS TRACT IN ITS "AS-IS" CONDITION, WITH ALL DEFECTS, IF ANY, ACCEPTED. EACH PARTY WAIVES ALL RIGHTS WHICH IT HAS OR MAY HAVE IN THE FUTURE WITH REGARD TO (AND THE OTHER PARTY DISCLAIMS) ALL WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY OR FITNESS OR A PARTICULAR PURPOSE. EACH PARTY ACKNOWLEDGES THAT IT HAS AND WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT ALL ASPECTS OF THE

TRACT. FURTHER, NEITHER PARTY WILL BE LIABLE FOR FALSE OR INACCURATE INFORMATION CONTAINED IN ANY DOCUMENTS OR INFORMATION PREPARED BY THIRD PARTIES. EACH PARTY AGREES THAT THE TERMS OF THIS SECTION 12 ARE A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT.

13. **Notices.** Any notice or communication to be given hereunder will be given by placing the notice or communication in the United States mail, certified or registered, properly stamped or by Federal Express or other reputable overnight delivery service which evidences receipt, and addressed to the address shown on the signature pages hereof; or such other address as the respective party may direct in writing to the other, or by facsimile or personal delivery to such address by a party, and such notice or designation will be deemed to be received upon the first to occur of receipt or three (3) days after such notice is placed in the mail, upon the next following business day if by overnight carrier, or upon actual receipt if by delivery service or facsimile.

14. **Default.** In addition to the remedy provided herein, in the event either party fails or refuses to perform in accordance with the terms of this Contract, through no fault of the other parties, then the non-defaulting party will give written notice of such default to the defaulting party, and if the default is not cured within ten (10) days after such notice, then the non-defaulting party will have, as its sole and exclusive remedy, the right to either terminate this Contract or enforce specific performance.

In the event of litigation between the parties regarding this Contract, the party prevailing in such litigation will be entitled to receive from the non-prevailing party all attorney's fees and court costs incurred by the prevailing party in such litigation.

15. **Real Estate Commission.** The parties represent to one another that they have not engaged any real estate broker or agent or any other person to whom a real estate commission, finder's fee, or other compensation would be owing on account of this transaction. Each party will indemnify and hold the other harmless from any and all other claims for real estate commissions, finder's fees and/or similar fees, to the extent such claims are based on their alleged actions.

16. **Entire Agreement.** This Contract contains all agreements between the parties, and any agreement not contained herein will be recognized by the parties.

17. **Binding Effect.** This Contract will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

18. **Assignability.** This Contract is not assignable.

19. **Date for Performance.** In the event any date for performance hereunder falls on a Saturday, Sunday or legal holiday, then such date for performance will be automatically extended to be the next following business day.

20. **District Notice.** If the subject Tracts are situated within a utility district subject to the provisions of Section 50.301 of the Texas Water Code, then at or prior to the Closing, the party conveying such Tract will agree to give the acquiring party written notice as required by such statute and the other party agrees to sign and acknowledge the notice to evidence receipt thereof.

21. **Time.** Time is of the essence in the performance of this Contract.

22. **Execution.** To facilitate execution, this Contract may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same Contract.

23. **Applicable Law and Venue.** The construction and validity of this Contract will be governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

24. **Notice Regarding Possible Annexation.** If the land that is the subject of this Contract is located outside the limits of a municipality, the land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, the parties hereto should contact all municipalities located in the general proximity of the land for further information.

25. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the land is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

26. **Future Access.** As an obligation and representation which shall survive the Closing of this transaction, County represents and agrees that the CSW Tract shall be allowed and permitted to have driveway access to (1) existing CR 138, and (2) the proposed Corridor A-1 frontage road improvements, if any, at locations to be determined by Williamson County, its successors or assigns at the time of application for permit to construct such roadway improvements. Such driveway access improvements must otherwise comply with any applicable access management or design criteria rules of the governing jurisdiction at the time of construction. CSW, its successors and assigns, agree that if any permitted driveway to the existing CR 138 roadway facility is required to be relocated in order to comply with the requirements for connecting to the proposed Corridor A-1 improvements, the cost of such relocation and reconstruction shall be the sole responsibility of the owner of the CSW property as a prerequisite for any continued or final driveway permit approval to such improvements.

[signature pages follow]

COUNTY:

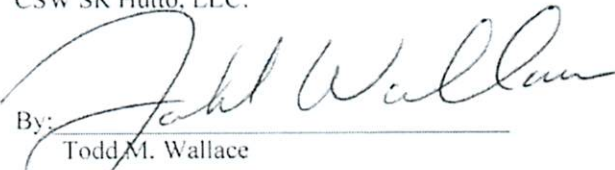
WILLIAMSON COUNTY, TEXAS

By:  _____
Dan A. Gattis, County Judge

Date: 8-26-2015

CSW:

CSW SR Hutto, LLC.

By:  _____
Todd M. Wallace

Its: Manager _____

Date: 4/12/18

COUNTY:

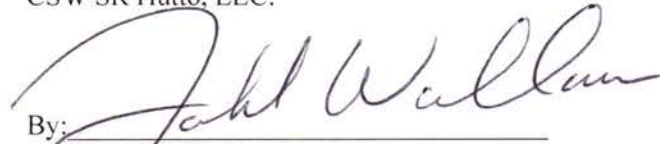
WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

CSW:

CSW SR Hutto, LLC.

By: 

Todd M. Wallace

Its: Manager

Date: 4/12/18

TITLE COMPANY RECEIPT OF PROPERTY EXCHANGE CONTRACT

The undersigned Title Company hereby acknowledges receipt of this Agreement.

TITLE COMPANY:

Independence Title Company

By: _____

Name: _____

Title: _____

Date of Execution by Title Company: _____, 2018

203 W. Main Street, Suite A
Pflugerville, Texas 78660
Attn: Julia Bechara

EXHIBITS:

A—County Tract

B—CSW Tract

C—County Deed to CSW

D—CSW Deed to County

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.057 ACRE (46,054 SQUARE FOOT), TRACT OF LAND SITUATED IN THE N. D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, SAID 1.057 ACRE TRACT BEING A PORTION OF THAT CALLED 4.63 ACRE TRACT OF LAND DESCRIBED BY DEED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017003804 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.057 ACRE (46,054 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found, having grid coordinates of: N=10157182.57, E=3164454.32, in the southerly boundary line of the remainder of that called 10.006 acre tract of land conveyed to Gary Oswald Sills by instrument recorded in Document No. 2003120486 of the Official Public Records of Williamson County, Texas, and described in Volume 827, Page 791 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the remainder of that called 5.000 acre tract of land conveyed to Nelda Carol Phelps by instrument recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of said 4.63 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which a 3/4" ID iron pipe found, being the northeasterly corner of said remainder of 5.000 acre tract, same being the southeasterly corner of said remainder of 10.006 acre tract, bears S 87°54'30" E, at distance of 339.87 feet;

- 1) **THENCE**, departing said remainder of 10.006 acre tract, with the common easterly boundary line of said 4.63 acre tract and the westerly boundary line of said remainder of 5.00 acre tract, S 07°36'46" W, for distance of 293.86 feet to an iron rod with plastic cap stamped "RPLS 4933" set for the southeasterly corner of the herein described tract, and from which an iron rod with aluminum cap stamped "TxDOT" in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 138 (variable width ROW) bears S 07°36'46" W, at distance of 301.70 feet;
- 2) **THENCE**, departing said common boundary line, through the interior of said 4.63 acre tract, along a non-tangent curve to the right, having a delta angle of 26°56'06", a radius of 822.00 feet, an arc length of 386.43 feet, and a chord which bears N 38°05'45" W, for distance of 382.88 feet to an iron rod with plastic cap stamped "RPLS 4933" set in the common northerly boundary line of said 4.63 acre tract and the southerly boundary line of said remainder of 10.006 acre tract, for the northwesterly corner of the herein described tract, and from which, a 3/4" ID iron pipe found, being the northwesterly corner of said 4.63 acre tract, same being in the southerly boundary line of said remainder of 10.006 acre tract bears N 87°54'30" W, at distance of 64.70 feet;
- 3) **THENCE**, with said common boundary line, S 87°54'30" E for a distance of 275.34 feet to the **POINT OF BEGINNING**, containing 1.057 acres (46,054 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 7 June 2017
M. Stephen Truesdale Date

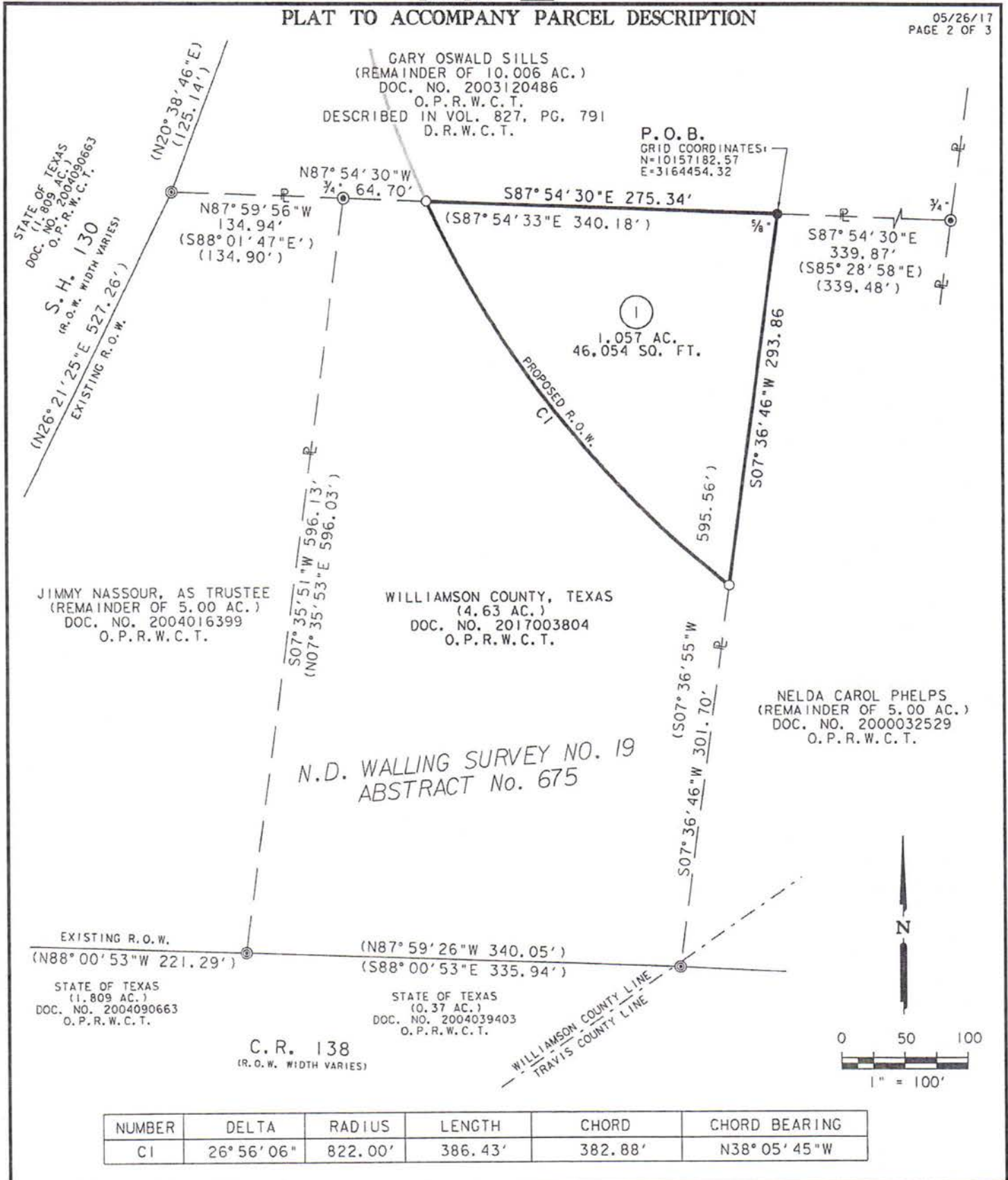
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/26/17
PAGE 2 OF 3



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	26° 56' 06"	822.00'	386.43'	382.88'	N38° 05' 45" W

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

SCALE 1" = 100'	PROJECT CR 138	COUNTY WILLIAMSON
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PARCEL I

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	∇ DENOTES COMMON OWNERSHIP
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B. POINT OF BEGINNING
⊗ 1/2" IRON PIPE FOUND UNLESS NOTED	P.O.R. POINT OF REFERENCE
○ IRON ROD STAMPED "RPLS-4933" SET	N.T.S. NOT TO SCALE
⊙ IRON ROD FOUND W/ TXDOT ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
△ CALCULATED POINT	WILLIAMSON COUNTY, TEXAS
€ CENTER LINE	O.R.W.C.T. OFFICIAL RECORDS
ℙ PROPERTY LINE	WILLIAMSON COUNTY, TEXAS
() RECORD INFORMATION	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
— LINE BREAK	WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.
 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



M. Stephen Truesdale June 2017

M. STEPHEN TRUESDALE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681

	ACRES	SQJARE FEET
ACQUISITION	1.057	46,054
CALC/DEED AREA	4.63	201,683
REMAINDER AREA	3.573	155,629

PARCEL PLAT SHOWING PROPERTY OF		
WILLIAMSON COUNTY, TEXAS		
SCALE	PROJECT	COUNTY
1" = 100'	CR 138	WILLIAMSON

PARCEL I

EXHIBIT B

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.662 ACRE (28,840 SQUARE FOOT), TRACT OF LAND SITUATED IN THE N. D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, SAID 0.662 ACRE TRACT BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.006 ACRE TRACT OF LAND DESCRIBED BY DEED TO GARY OSWALD SILLS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003120486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN VOLUME 827, PAGE 791 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO INCLUDING THE REMAINDER PORTION (0.029 ACRES) OF THAT CALLED 1.00 ACRE TRACT OF LAND (BEING A PORTION OF SAID 10.006 ACRE TRACT) DESCRIBED BY DEED TO SAID GARY OSWALD SILLS BY INSTRUMENT RECORDED IN VOLUME 1281, PAGE 193 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.662 ACRE (28,840 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set having grid coordinates of N = 10157192.62, E = 3164179.19, in the southerly boundary line of said remainder of 10.006 acre tract, same being in the northerly boundary line of that called 4.63 acre tract conveyed to Williamson County by instrument recorded in Document No. 2017003804 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and POINT OF BEGINNING of the herein described tract, and from which a 5/8" iron rod found, being the northeasterly corner of said 4.63 acre tract, same being the northwesterly corner of the remainder of that called 5.00 acre tract of land conveyed to Nelda Carol Phelps by instrument recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas, bears S 87°54'30" E, at distance of 275.34 feet;

- 1) **THENCE**, with the common northerly boundary line of said 4.63 acre tract and the southerly boundary line of said remainder of 10.006 acre tract, **N 87°54'30" W**, for distance of **64.70** feet to a 3/4" ID iron pipe found for the northwesterly corner of said 4.63 acre tract, same being the northeasterly corner of the remainder of that called 5.00 acre tract of land conveyed to Jimmy Nassour, as Trustee by instrument recorded in Document No. 2004016399 of the Official Public Records of Williamson County, Texas, and from which an iron rod with aluminum cap stamped "TxDOT" found in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 138 (variable width ROW) bears, with the common boundary line between said 4.63 acre tract and said remainder of 5.00 acre (Nassour) tract, **S 07°35'51" W**, at distance of 596.13 feet;
- 2) **THENCE**, departing said 4.63 acre tract, with the common northerly boundary line of said remainder of 5.00 acre (Nassour) tract and the southerly boundary line of said remainder of 10.006 acre tract **N 87°59'56" W**, for distance of **134.94** feet to an iron rod with aluminum cap stamped "TxDOT" found in the existing easterly ROW line of State Highway (S.H.) 130 (variable width ROW), for the southwestly corner of said remainder of 10.006 acre tract and the herein described tract, and from which an iron rod with aluminum cap stamped "TxDOT" found in said existing easterly ROW line, same being the westerly boundary line of said remainder of 5.00 acre (Nassour) tract bears **S 26°21'27" W**, at distance of 527.26 feet;
- 3) **THENCE**, departing said remainder of 5.00 acre (Nassour) tract, with the common existing easterly ROW line of S.H. 130 and the westerly boundary line of said remainder of 10.006 acre tract, **N 20°38'48" E**, for distance of **125.14** feet a calculated point, being in the southerly boundary line of said remainder of 1.00 acre tract, and from which, a 1/2" iron rod found, being the southeasterly corner of said remainder of 1.00 acre bears **S 87°46'37" E** at a distance of 28.43 feet;
- 4) **THENCE**, continuing with said existing easterly ROW line of S.H. 130, same being the westerly boundary line of said remainder of 1.00 acre tract, **N 20°38'48" E**, for distance of **89.53** feet to a calculated angle point, being in the easterly boundary line of said remainder of 1.00 acre tract;

THENCE, departing said remainder of 1.00 acre tract, continuing with said existing easterly ROW line of S.H. 130, same being the westerly boundary line of said remainder of 10.006 acre tract, the following two (2) courses:

- 5) N 20°38'48" E, for distance of 51.58 feet to a calculated angle point;
- 6) N 27°27'33" E, for distance of 67.81 feet to an iron rod with plastic cap stamped "RPLS 4933" set, for the northerly corner of the herein described tract, and from which the calculated northwesterly corner of said remainder of 10.006 acre tract, same being the southwesterly corner of the remainder of that called 6.772 acre tract conveyed to Gary O. Sills and Dennis M. Sills by instrument recorded in Volume 827, Page 805 of the Deed Records of Williamson County, Texas, bears, with said existing easterly ROW line of S.H. 130, N 27°27'33" E, at distance of 14.96 feet;
- 7) THENCE, departing said existing easterly ROW line of S.H. 130, through the interior of said remainder of 10.006 acre tract, along a non-tangent curve to the left, having a delta angle of 22°48'17", a radius of 822.00 feet, an arc length of 327.17 feet, and a chord which bears S 13°13'33" E, for distance of 325.02 feet to the POINT OF BEGINNING, containing 0.662 acres (28,840 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 7 June 2017
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

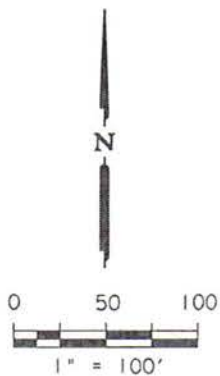


EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/24/17
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22° 48' 17"	822.00'	327.17'	325.02'	S13° 13' 33"E



GARY O. SILLS &
DENNIS M. SILLS
(REMAINDER OF 6.772 AC.)
VOL. 827, PG. 805
D. R. W. C. T.

N.D. WALLING SURVEY NO. 19
ABSTRACT No. 675

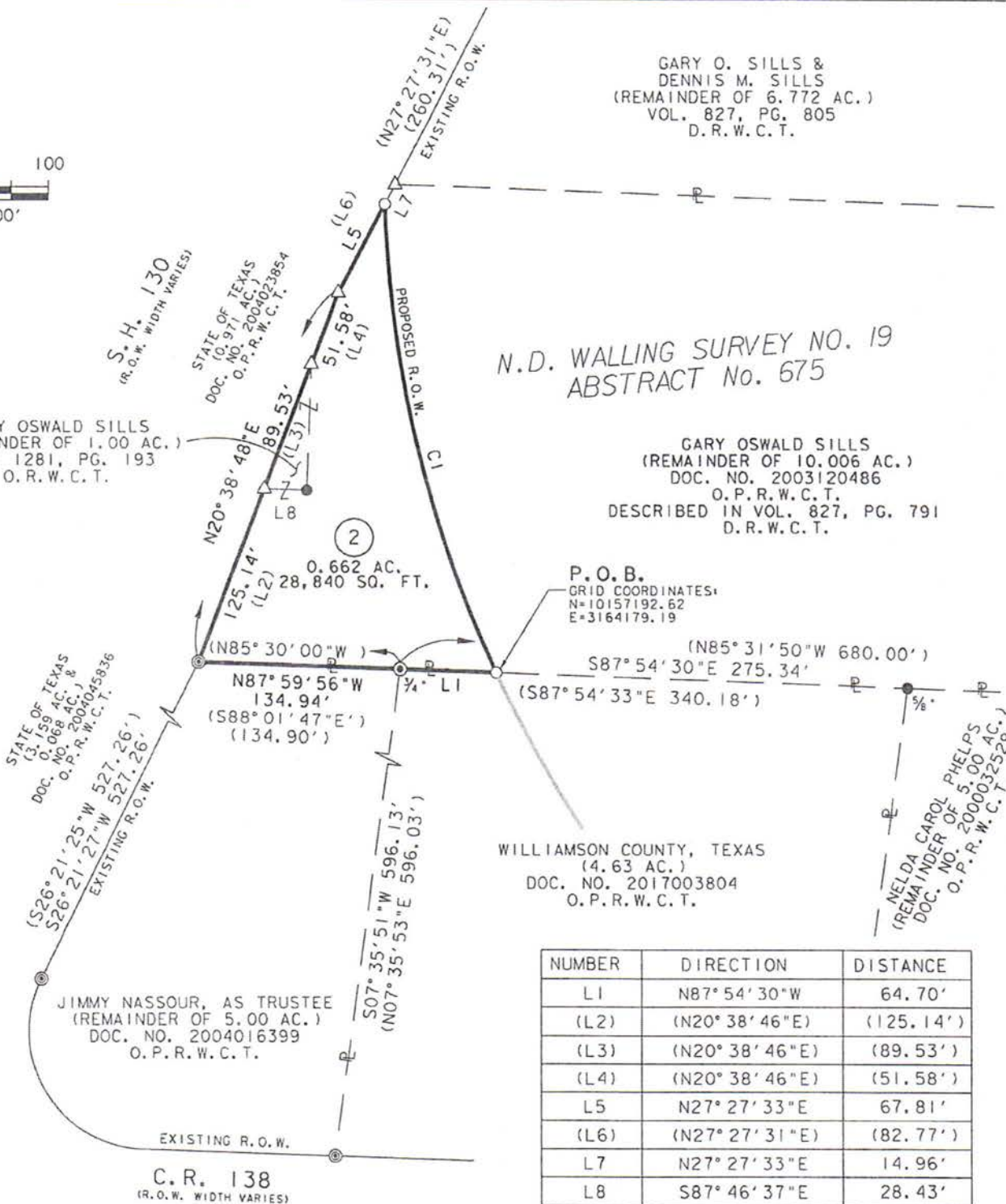
GARY OSWALD SILLS
(REMAINDER OF 10.006 AC.)
DOC. NO. 2003120486
O. P. R. W. C. T.
DESCRIBED IN VOL. 827, PG. 791
D. R. W. C. T.

GARY OSWALD SILLS
(REMAINDER OF 1.00 AC.)
VOL. 1281, PG. 193
O. R. W. C. T.

P. O. B.
GRID COORDINATES:
N=10157192.62
E=3164179.19

WILLIAMSON COUNTY, TEXAS
(4.63 AC.)
DOC. NO. 2017003804
O. P. R. W. C. T.

NELDA CAROL PHELPS
(REMAINDER OF 5.00 AC.)
DOC. NO. 2000032529
O. P. R. W. C. T.



NUMBER	DIRECTION	DISTANCE
L1	N87° 54' 30"W	64.70'
(L2)	(N20° 38' 46"E)	(125.14')
(L3)	(N20° 38' 46"E)	(89.53')
(L4)	(N20° 38' 46"E)	(51.58')
L5	N27° 27' 33"E	67.81'
(L6)	(N27° 27' 31"E)	(82.77')
L7	N27° 27' 33"E	14.96'
L8	S87° 46' 37"E	28.43'

INLAND U
GEODETICS L L
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GARY OSWALD SILLS

PARCEL 2

SCALE
1" = 100'

PROJECT
CR 138

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP
- ⊗ 1/2" IRON PIPE FOUND UNLESS NOTED
- IRON ROD STAMPED "RPLS-4933" SET
- ⊕ IRON ROD FOUND W/ TXDOT ALUMINUM CAP
- △ CALCULATED POINT
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- ⌈ DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 7 June 2017



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	0.662	28,840
CALC/DEED AREA	5.808	252,996
REMAINDER AREA	5.146	224,156

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PARCEL PLAT SHOWING PROPERTY OF
GARY OSWALD SILLS

SCALE 1" = 100'	PROJECT CR 138	COUNTY WILLIAMSON
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PARCEL 2

EXHIBIT "C"

EXCHANGE DEED

County Tract

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 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 WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the grant of title to certain property to Grantor of even date herewith, and other good and valuable consideration to Grantor in hand paid by CSW SR HUTTO, LLC, hereinafter referred to as "Grantee", 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 Grantee, 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:

All of that certain 1.057 acre (46,054 square foot) tract of land situated in the N.D. Walling Survey No. 19, Abstract No. 675, Williamson County, Texas, said tract being additionally described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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.

EXHIBIT "D"

EXCHANGE DEED

CSW Tract

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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NOW, THEREFORE, KNOW MEN BY THESE PRESENTS:

That CSW SR HUTTO, LLC, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the grant of title to certain property to Grantor of even date herewith, and other good and valuable consideration to Grantor in hand paid by WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantee", 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 Grantee, 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:

All of that certain 0.662 acre (28,840 square foot) tract of land situated in the N.D. Walling Survey No. 19, Abstract No. 675, Williamson County, Texas, said tract being additionally described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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.

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

CSW SR HUTTO, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2018, by _____, in the capacity and for the purposes and consideration recited herein.

Signature

Notary Public, State of _____

After recording please return to: