REAL ESTATE CONTRACT

Southeast Loop (Segment 2) Right of Way

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

ARTICLE I PURCHASE AND SALE

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

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

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$291,700.00).

Payment of Purchase Price

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

Special Provisions

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

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

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

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

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

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

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

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

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

ARTICLE V CLOSING

Closing Date

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

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

Purchaser's Obligations at Closing

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

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.

SELLER:

STARLIGHT HOMES TEXAS L.L.C.

3y:_____

Address: 10721 Research Blvd., Ste. B210

Austin, Texas 78759

Its: VP F. NANCE

Date: 09-29-2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

Address: 710 Main Street, Suite 101

Georgetown, Texas 78626

By:

Bill Gravell, Jr.

County Judge

Date: Oct 11, 2022

{W1176866.2}

EXHIBIT "A"

DESCRIPTION OF PROPERTY

{W1176866.2} Exhibit "A"

EXHIBIT "A"

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

Tax ID: R020596

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

PROPERTY DESCRIPTION FOR PARCEL 27_2

DESCRIPTION OF A 2.917 ACRE (127,048 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 110.56 ACRE TRACT OF LAND, DESCRIBED AS TRACT 3 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.917 ACRE (127,048 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 454.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 285+81.79 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 386, Page 389, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the northwest corner of a called 1.0 acre tract of land, described in a deed to the City of Hutto, Texas, recorded in Document No. 2008034765, O.P.R.W.C.TX., same being the northeast corner of said Tract 3;

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

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

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

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

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

FN 49180 SAM Job No. 61125

EXHIBIT "A"

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

Tax ID: $R0\overline{2}0596$

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

5) **THENCE** S 63°36'21" E, departing the common line of said Tract 3 and said 24.17 acre tract, with the existing south right-of-way line of said F.M. 1660, a distance of 579.46 feet to the **POINT OF BEGINNING**, and containing 2.917 acres (127.048 sq. ft.) of land, more or less.

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

Bearing Basis:

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

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.

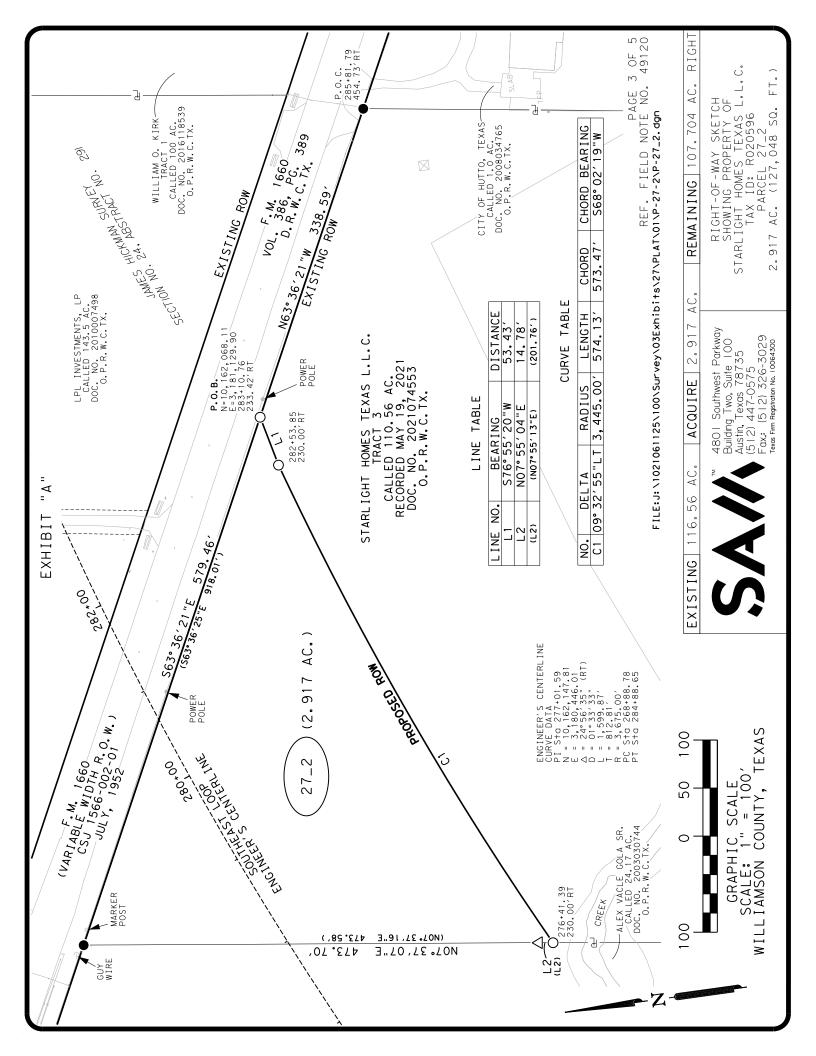
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC

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

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

FN 49180 SAM Job No. 61125



THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159148 ETSCED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022.

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

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

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

5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 3622 PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

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

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

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

3. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT) 10. DA WAIER/WASTEWAIER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS 1N. DOCUMENT NO. 2007099312, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, (DOES NOT AFFECT) DESCRIBED TEXAS.

15 AN FLECTRIC LINE EASEMENT EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES, CÓRPORATION AS DESCRIBED IN DOCUMENT NO 2010042890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNT, TEXAS. (DOES NOT AFFECT) 10. DOCUMENT NO. ZOO8030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AS DESCRIBED (DOES NOT AFFECT)

IDENCED IN THE CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT AS RESONAL PROPERTY LOCATED ON OR AFTIXED TO REAL PROPERTY RECORDED IN DOCUMENT OF REMOVAL OF 14050786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN SCORE, JOHN BIGON & WARD SCORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN JOHN BIGON & WARD SCORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN LIC AND ALL RIGHTS, RESTRICTIONS OR THE UNRECORDED LEASE AGREEMENT.)

17. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE BIGON IMPLEMENT COMPANY, INC. AS RECORDED IN DOCUMENT NO. 2019043482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

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

VOLUME 2463 PATE 483, OFF STIPULATIONS IN OIL SAS AND MINERAL LEASE RECORDED ON VOLUME 2463 PATE 483, OFF SALD INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED OF SUBSEQUENT TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST (3).

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALEREFRA RIGHTS IN CONNECTION WITH THE SAME BALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFRAM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 777, PAGE 744, DEED RECORDES, WILLIAMSON COUNTY TEXAS, TITLE TO SAID INSTRUMENT AND THE MESE ARCHED 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).

21. ALL REASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL HIGHNITES RELATING AND THE MINERAL STOCETHER WITH A LL RIGHTED PRIVICE PRIVICE RELATING THERE TO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE BOR NOT THERE WAY BE LEASES, GRANTS, EXCEPTIONS OF RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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

23. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS. THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE

24. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS HEREIN DEFINED.

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

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

BOUNDARIES OF

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FIELD NOTE NO. 49120 읶 J

116.56 AC. ACQUIRE

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

2 917

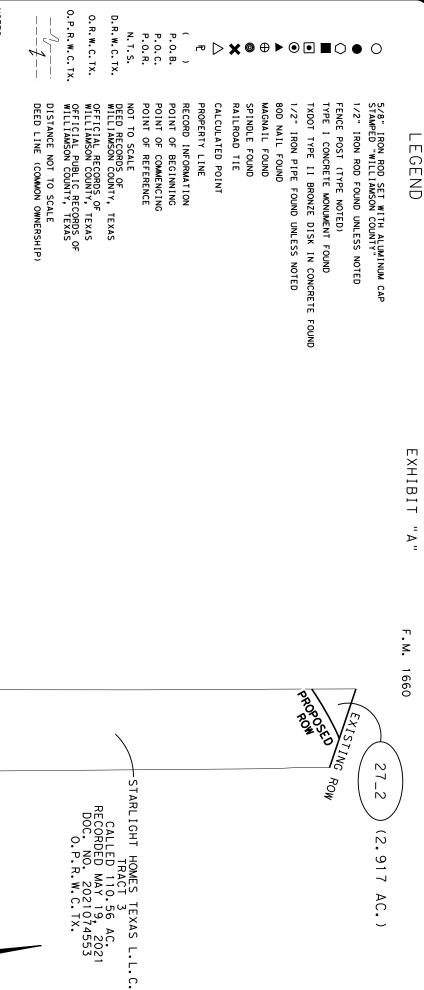
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RIG

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



NOTES:

.ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SUFFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

PARENT TRACT NOT TO SCALE

2.THIS SURVEY WAS COMPLETED WITH THE BENEFII OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY OF NO. T-159148, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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

SURVEY

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

AREA CALCULATED BY SAM, LLC.

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

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

116.56 AC.

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

5 917

ACQUIRE | 2.917 RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.
TAX ID: R020596
PARCEL 27_2 **REMAINING** | 107.704 AC. PARCEL 27_; 0. (127,048)

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PAGE 5 OF 5 FIELD NOTE NO. 49120

RIGH

EXHIBIT "B"

DESCRIPTION OF SUBDIVISION R.O.W.

{W1176866.2} Exhibit "B"

EXHIBIT "B"

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

Tax ID: R020597, R392665 & R020598

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

To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 27_1

DESCRIPTION OF A 0.798 ACRE (34,740 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 25.01 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 61.40 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, O.P.R.W.C.TX., AND A PORTION OF A CALLED 0.8542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074404, O.P.R.W.C.TX.; SAID 0.798 ACRE (34,740 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BGE INC." found 347.39 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 271+04.91 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and in Volume 384, Page 612, D.R.W.C.TX., and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the northwest corner of a called 24.17 acre tract of land, described in a deed to Alex Vacle Gola Sr., recorded in Document No. 2003030744, O.P.R.W.C.TX., same being the most northerly northeast corner of said Tract 1;

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

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

FN 49180 SAM Job No. 61125

EXHIBIT "B"

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

Tax ID: R020597, R392665 & R020598

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

To: C.R. 404

- 3) **THENCE** N 07°48'42" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Tract 2 and said 271.214 acre tract, a distance of 573.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S 269+20.74 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;
- 4) **THENCE** departing the common line of said Tract 2 and said 271.214 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said Starlight Homes Texas L.L.C. tracts, an arc distance of 85.21 feet, through a delta 01°15'01", having a radius of 3,905.00 feet and a chord which bears N 52°39'14" E, a distance 85.21 feet to the **POINT OF BEGINNING**, and containing 0.798 acres (34,740 sq. ft.) of land, more or less.

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

Bearing Basis:

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

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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

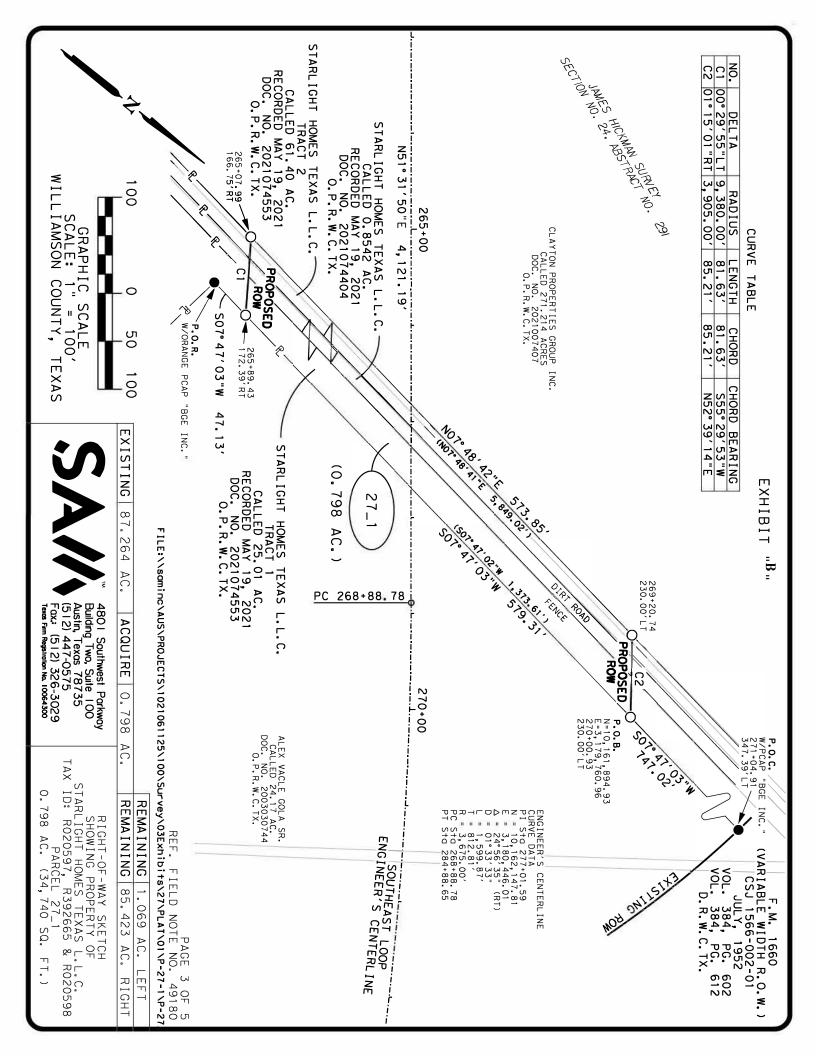
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC 4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735

TX. Firm No. 10064300

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

FN 49180 SAM Job No. 61125



EXHIBIT

THIS SUBVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T. 159148 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022.

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

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

A AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POMER & LIGHT COMPANY AS DESCRIBED IN VOLUME 35 AFFECT) WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT) 3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COWPANY AS DESCRIBED IN VOLUME 362 PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN VOLUME 386,

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

COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (CHANNEL TO PLOT, MAY AFFECT)

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

11. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCKMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

N. DA MATER/MASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS COMENT NO THE TOWN TO THE TEXAS AS LOCK NOT AFFECT? DESCRIBED TEXAS.

IN-DÓCUMENT NO TÉXAS AS DESCRIBED IN-DÓCUMENT NO TÓO 8030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT) 3. A WATET/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS N. DOCUMENT PO 2008030259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, IDOES NOT AFFECT) DESCRIBED TEXAS.

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

BALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN CLEASE AGREEMENT AS DENCED IN THE LANDLODG S SUBDADINATION OF THAT CERONSTRY TO REMOVAL OF DONAL PROPERTY LOCATED ON OR AFFIXED TO REAL PROPERTY RECORDED IN DOCUMENT NO. 1050788 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BY AND BETWEEN JOHN COUNTY TEXAS, BY AND BETWEEN THE PROPERTY OF TH

17. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E AUTHORIZING THE EXECUTION OF AN ANDEXELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE BIGON INFLEMENT COMPANY INC AS RECORDED IN DOCUMENT NO. 2019043482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

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

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

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, END HEREFORM AND CONNECTION WITH THE SCARL BALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFORM AND CONTY INSURED HEREUDEDTH AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 777, PAGE 744, DEED RECORDES, WILLIAMSON COUNTY TEXAS. TITLE TO SAID INSTRUMENT AND THE 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).

21. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITES OIL CAS AND OTHER MINERALS, TOCETHER WITH ALL RIGHTS, PRIVILEGES, AND MANUNITIES RELATING THE FUBLIC RECORDS WHETHER LISTED IN SCHEDULE BOR NOTHER HERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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

23. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR EXCEPTION OF THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE EXCEPTION OF REVIALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS. THE EXCEPTION MAY BE WOOLF LED TO MAKE SPECIFIC EXCEPTION TO THOSE MAINTS. THE EXCEPTION MAY BE WOOLF LED TO MAKE SPECIFIC EXCEPTION TO THOSE

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

25. ANY ENCROACHMENT, ENCLUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT OF 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)

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

4 49180 유

REF. FIELD NOTE NO.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibi+s\27\PLAT\01\P-27-1\P-27_1.dgn

Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 4801 Southwest Parkway (512) 326-3029 Registration No. 10064300 TAX RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
ID: R020597, R392665 & R020598
PARCEL 27_1 0

EXISTING | 87.264 AC.

ACQUIRE | 0.

. 798

AC.

REMAINING | 85.423

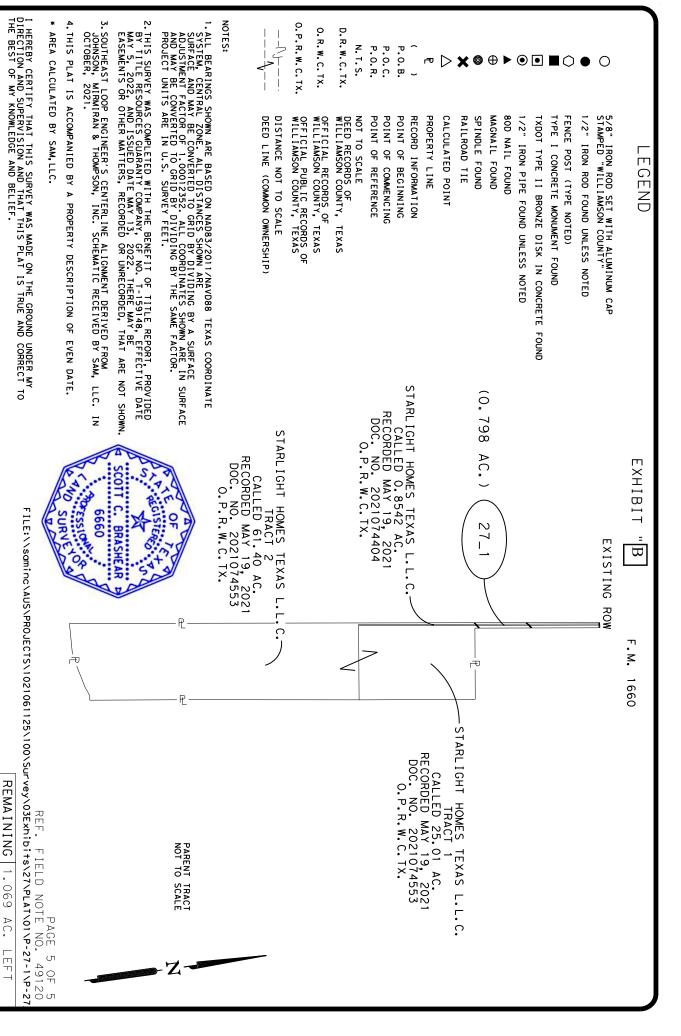
AC.

RIGH

REMAINING

1.069 AC.

LEFT



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

EXISTING | 87.264 AC.

ACQUIRE | 0.798

REMAINING | 85.423 AC.

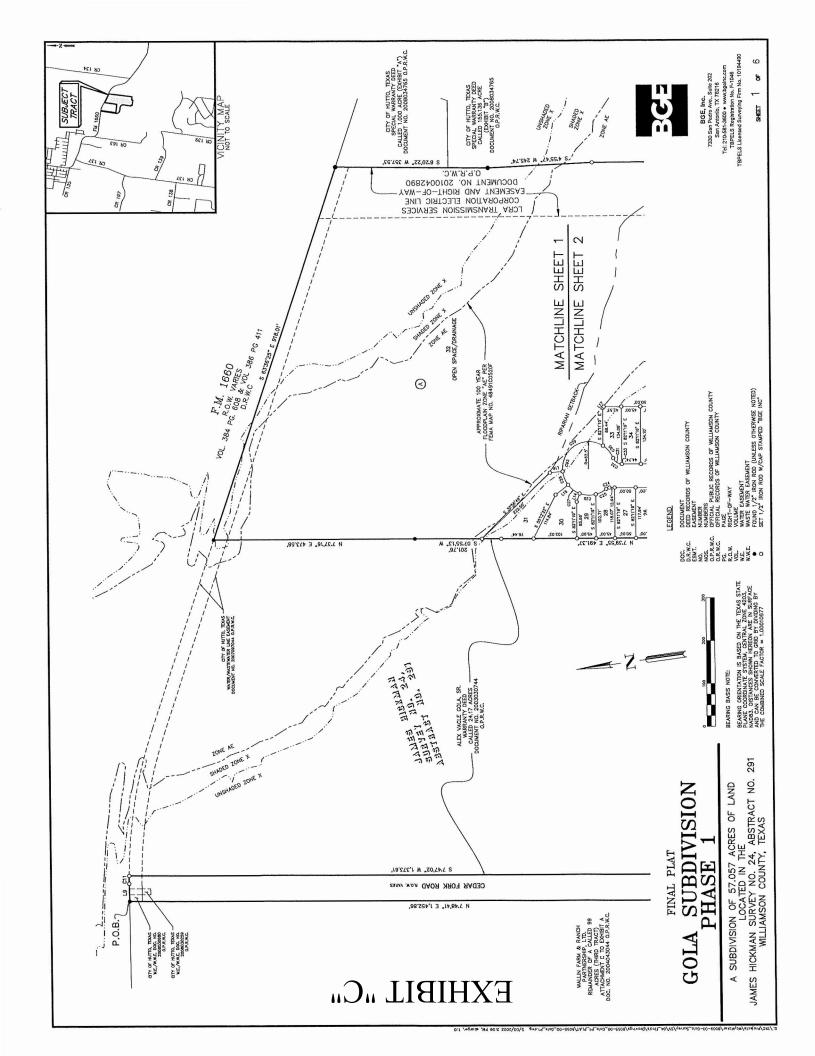
RIGHT

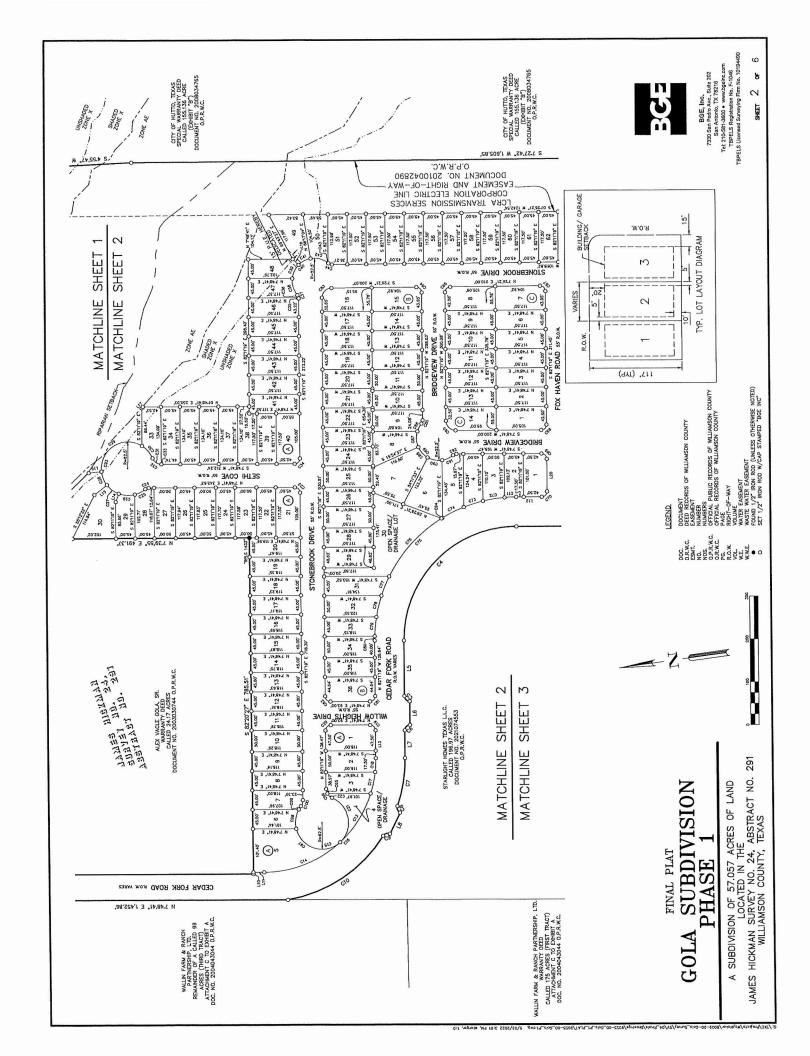
Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Frim Registration No. 10064300 4801 Southwest Parkway

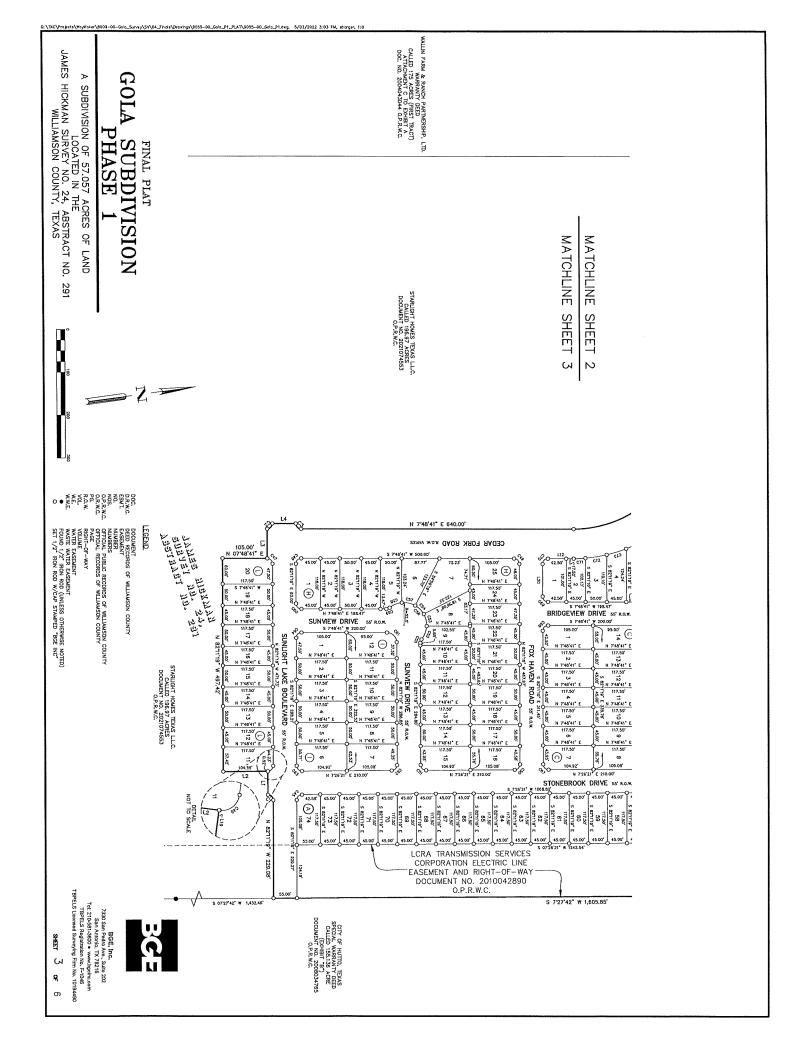
T A X RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
ID: R020597, R392665 & R020598
PARCEL 27_1 0 (34,740

EXHIBIT "C"

{W1176866.2} Exhibit "C"







62.50° 52.50° 52.50° 52.50° 22.50° 22.50°

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

SUBDIVISION PHASE 1

FINAL PLAT

| | İ | | | |
|--------|--------|------------|---------------|---------|
| 1.79' | 12,50 | 871'05" | S 8616'52" E | 1.78' |
| 6.88* | 12.50 | 31'31'49" | N 73'51'41" E | 6.79' |
| 8,66* | 12.50 | 39'42'54" | N 77'57'14" E | 8,49 |
| 41.65 | 52.50* | 45'27'02" | S 80'49'17" W | 40.56' |
| 35.66 | 52.50* | 38'55'03" | N 56'59'41" W | 34.98 |
| 154.91 | 52.50 | 169'03'29" | N 37'22'29" W | 104.52' |
| 32.82 | 52.50' | 35'49'13" | N 19'37'33" W | 32.29 |
| 43.77 | 52.50' | 47'46'25" | N 2270'16" E | 42.52 |
| 1.00" | 52.50 | 1'05'47" | N 46'36'22" E | 1.00* |
| 8,66 | 12,50' | 39'42'54" | S 2717'48" W | 8,49* |
| 19.55 | 12.50 | 89"37"40" | S 37"22"29" E | 17.62 |
| 19.55 | 12.50 | 89"37"40" | N 37'22'29" W | 17.62' |
| 19.63 | 12.50 | 90'00'00" | S 52'48'41" W | 17.68 |
| 19.63 | 12,50' | 90'00'00" | S 3711'19" E | 17.68' |
| 19.63 | 12.50 | 90'00'00" | S 52'48'41" W | 17.68' |
| 19.55' | 12.50 | 89'37'40" | N 37"22"29" W | 17.62' |
| | | | | |

| Maria | Table | Tabl

| 14.54 | S 6311'57' E | 37'58'45" | 22.50 | 14.91 | 00100 |
|-----------------|---------------|-------------|----------|------------|--------|
| 9,33 | 48"29"31" | 8.33.53 | 62.50 | 9.34 | 663 |
| 45,45 | | 42'38'43" | 62.50 | 46.52 | C98 |
| 107.82 | S 24'58'25" W | 11972'49" | 62.50' | 130.04 | C97 |
| 24.89* | S 6474'01" W | 67'09'19" | 22.50' | 26.37' | 960 |
| 11.41 | ₹ | 29"21"48" | 22.50* | 11.53' | C95 |
| 2.93 | N 23'28'59" W | 0'30'04" | 334.50 | 2.93 | C94 |
| 73,94' | | 287'27'54" | 62.50" | 313.58 | C93 |
| 8.49" | N 12'02'46" W | 39"42"54" | 12.50 | B.66* | C92 |
| 28.50' | S 16'09'10" E | 31'30'07" | 52.50° | 28.87 | C91 |
| 34.56' | S 18'48'57" W | 38'26'08" | 52.50 | 35,22' | 063 |
| 104.55 | S 52'48'41" W | 169"25"49" | 52.50 | 155.25 | 683 |
| 32.50' | S 56'03'42" W | 36'03'22" | 52.50 | 33.04 | CBB |
| 36.79 | N 85'23'51" W | 41'01'33" | 52.50' | 37.59' | C87 |
| 20.40 | N 53'40'44" W | 22"24'39" | 52.50' | 20.54 | C86 |
| 8.49 | S 6219'52" E | 39'42'54" | 12.50 | 8.66* | C85 |
| 17.74' | N 52'37'31" E | 90"22"20" | 12.50' | 19.72 | C84 |
| 31.72' | N 37"22"29" W | 89"37"40" | 22.50" | 35.20* | C83 |
| 17,68' | S 52'48'41" W | 30,00,00 | 12.50 | 19.63 | C82 |
| 17.68 | S 37'11'19" E | 00,00,00 | 12.50 | 19.63 | C81 |
| 10.00 | N 8119'56" W | 1'42'47" | 334.50 | 10.00' | 080 |
| 45.21 | N 76'36'01" W | 7"45"02" | 334.50 | 45.25' | C79 |
| 51.50* | N 6878'34" W | 8'49'51" | 334.50 | 51.55 | C78 |
| 48.70" | N 59'43'12" W | 8'20'55" | 334.50' | 48.74" | 077 |
| 183.35' | N 39'38'23" W | 31'48'43" | 334.50 | 185.72" | C76 |
| 473.05 | N 3771119" W | _00,00.06 | 334,50* | 525.43 | C75 |
| 55.76' | N 18'27'07" W | 9'33'41" | 334,50 | 55.82" | 074 |
| 47.17 | N 09'37'42" W | 8'05'10" | 334,50' | 47.21 | C73 |
| 50.63* | N 0174'41" W | 8*40*51* | 334.50 | 50.68' | C72 |
| 27.52 | N 05'27'12" E | 4*42*57* | 334,50 | 27.53' | C71 |
| 17.68' | S 3771'19" E | .00,00.06 | 12.50 | 19.63' | C70 |
| 17.68' | N 52'48'41" E | -00,00.06 | 12.50' | 19.63 | C69 |
| 17.68' | S 3771'19" E | 90'00'00" | 12.50 | 19.63' | C68 |
| 17.74 | N 52'37'31" E | 90"22"20" | 12.50' | 19.72' | C67 |
| 17.62' | N 37'22'29" W | 89'37'40" | 12.50' | 19.55 | C56 |
| 31.82 | S 52'48'41" W | _00,00,00 | 22.50 | 35,34' | C65 |
| 17.68' | S 3711'19" E | -00,00.06 | 12.50' | 19.63 | C6.4 |
| 17.74 | N 52'37'31" E | 90"22"20" | 12.50 | 19.72 | C63 |
| 17.62' | N 37722'29" W | 89"37"40" | 12.50 | 19.55 | C62 |
| 31.82' | S 52'48'41" W | 00,00,00 | 22.50 | 35.34' | C61 |
| 17.68' | 52'48'41" | ,00,00.06 | 12.50 | 19.63 | C60 |
| 8.49 | 12'02'46" | 39'42'54" | 12.50 | 8.66* | C59 |
| 30.92* | S 14'46'44" E | 3415'00" | 52.50 | 31.38 | CSB |
| 31.95 | S 20'03'44" W | 35"25'55" | 52.50' | 32.47 | 057 |
| 104.55 | S 52'48'41" W | 169"25"49" | 52.50 | 155,25 | C56 |
| 8.49 | 62"19"52" | 39"42"54" | 12.50 | 8,66 | C55 |
| 27.78' | 53'07'10" | 30'40'57" | 52.50' | 28.11 | Ç. |
| 28,90" | 84'26'17" | 31.57.18 | 52.50 | 29.28 | S I |
| 33,41 | N 61'01'44" W | 37"06"39" | 52.50 | 34.00 | C52 E |
| OLIONO DISTINUE | 777. 5 | מביים | 2 50,000 | Divolu | NOWBEN |
| CHORD DISTANCE | OSD SEASING | | DANIE | Troign Say | 0707 |
| | n | CURVE TABLE | | | |

LOT AREA TABLE

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LOT AREA TABLE R - RESIDENTIAL

O.S. - OPEN SPACE LOT AREA TABLE

O.S.D. - OPEN SPACE/DRAINAGE

LOT AREA TABLE

5

5,287 5,287 5,287 5,287

62.50° 22.50° 12.50°

507 292707 \$ 492137 E 134.98 |
508 4226217 \$ 132448 E 192.19 |
509 422620604 \$ 5654638 E 75.98 |
509 28559604 \$ 5654638 E 75.98 |
509 701527 \$ 7840237 E 375.46 |
509 700000 N 524644 E 17.68 |
509 9000000 N 850041 E 17.68 |
509 374731 \$ 493307 W 14.52 |
509 374731 \$ 493307 W 14.52 |
509 374731 \$ 104615 W 27.88 |
509 375640 N 120938 W 8.54 |
500 375160 \$ 104615 W 37.85 |
500 375170 \$ 104615 W 37.85 |
500 3739127 \$ 104615 W 37.85 |
500 3739128 \$ 104615 W 37.85 |
500 3739127 \$ 104615 W 37.85 |
500 3739128 \$ 1415438 W 34.08 |
500 352031 N 575933 E 37.94 |
500 673144 \$ 1413418 W 35.01 |
500 673114 \$ 1413418 W 35.01 |
500 6739117 \$ 5682816 W 3.26 |
500 6739117 \$ 5682818 W 3.26 |
5

12.50

265.50' 89'59'40" S 37'11'29" E

265.50' 11'04'20" S 69'37'17" E

62.50

1,099.88

0'57'36" N 82'14'06" W

18.43

42"26"21" S 13"24"49" E

192.19

1936'24" \$ 7223'07" E
83722'50" \$ 75'43'40" W
83722'50" N 07'39'10" W
47'44'44" \$ 25'28'13" E

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

CHORD 17.74' 17.68' 17.68' 17.68' 17.68' 17.68' 17.68' 113.91' 16.63' 270.75'

| _ | | , | | | | | | | | | | | | | | |
|--------------|-------------------------|--------------|--------------|-------------|-------------------|-------------------|---------------|------------------|---------------|------------------|--------------------|------------|---------------------|-----------------|-------------------|---|
| TOTAL | DRAINAGE/OPEN SPACE LOT | RIGHT-OF-WAY | RESIDENTIAL | DESCRIPTION | LAND | TOTAL LINEAR FEET | SUNVIEW DRIVE | BRIDGEVIEW DRIVE | FOXHAVEN ROAD | STONEBROOK DRIVE | WILLOW HEIGHTS DR. | SETHI COVE | HERITAGE MILL BLVD. | CEDAR FORK ROAD | STREET | |
| 170 | 5 | 1 | 168 | NO. | LAND USE SCHEDULE | | 55 FEET | 55 FEET | 55 FEET | 55 FEET | 55 FEET | 55 FEET | 55 FEET | VARIES | R.O.W. WIDTH | |
| 57.057 ACRES | 22.168 ACRES | 12.495 ACRES | 22,394 ACRES | ACREAGE | EDULE | 9,294 FEET | 667 FEET | 680 FEET | 555 FEET | 2,506 FEET | 227 FEET | 448 FEET | 875 FEET | 3,336 FEET | CENTERLINE LENGTH | |
| ES | Ľ | | s | | | | • | | ****** | | | | | | | _ |

ARC LENGTH

RADIUS

DELTA

DISTANCE

STREET NAMES

LINE TABLE

DELTA CHORD BEARING 90'22'20" S 52'37'31" W

CURVE TABLE

| LAND USE SCHEDULE | SCHEDU | н |
|-------------------------|--------|--------------|
| DESCRIPTION | NO. | ACREAGE |
| RESIDENTIAL | 168 | 22.394 ACRES |
| RIGHT-OF-WAY | 1 | 12.495 ACRES |
| DRAINAGE/OPEN SPACE LOT | 3 | 22.168 ACRES |
| TOTA: | 170 | 57.057 ACRES |

| 딚 | L19 | L18 | L17 | 118 | 15 | L14 | 13 | L12 | 5 | L10 | 5 | 6 | 5 | 6 | 5 | ٦ | E | <u> </u> | <u> </u> | Z | Γ |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|--------------|---------------|---------------|---------------|---------------|----------|---|
| ä | 9 | В | 7 | 6 | Ch. | ^ | и | 2 | | ٥ | | | Ì | | | | _ | | | NUMBER | |
| N 8271'19" W | N 07'26'21" E | N 52'26'21" E | S 40'20'32" E | S 01'44'14" W | S 29"54"58" E | S 61'34'10" E | S 82"1"19" E | N 07'48'41" E | S 07'48'21" W | S 82'20'27" E | S 82"46"22" E | N 55'57'45" W | N 821119" W | N 821119" W | N 8271"19" W | N 07'48'41" E | N 82"11"19" W | S 07"26"21" W | N 82'33'39" W | BEARING | |
| 76.00' | 0.52* | 19.00' | 3.70' | 29.93 | 37.54 | 20.45 | 65.00 | 60,00' | 25.04 | 4.11" | 41.30" | 55.00* | 65.00' | 55.00 | 129,64 | 55.00' | 69.00' | 104.56 | 55.00 | DISTANCE | |

| | L | | 1_ | 1_ | _ | 1 | | 1 | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |) | | ı |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|----------|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|----------|-------|-------|-------|-------|-------|-------|-------|-------|--------|-------|--------|--------|-------|-------|---|
| | 6,429 | 5,288 | 5,744 | 6,034 | 6,034 | 6,034 | 6,034 | 5,181 | 942,843 | 12,680 | 8,450 | 4,533 | 5,057 | 5,900 | 5,305 | 5,888 | 5,284 | 5,876 | 5,288 | 6,722 | 5,379 | 5,373 | 5,368 | 5,363 | 5,357 | 5,352 | 5,346 | 5,341 | 5,336 | 5,330 | 5,916 | 5,319 | 5,314 | 5,229 | 4,581 | 12,809 | 3,969 | 5,553 | 5,878 | |
| | 7 | 70 | 70 | 70 | 77 | 70 | 7 | 70 | 0.S.D. | R | R | R | R | R | 70 | 70 | 70 | 70 | R | D | 20 | 70 | R | 73 | 77 | 70 | 70 | 70 | 70 | 70 | 20 | 20 | 20 | 20 | 20 | æ | 0.S.D. | æ | 20 | L |
| | | | | | | | 74 | IJ | 12 | 7 | 70 | 69 | 68 | 67 | 88 | 85 | 54 | 23 | 52 | 61 | 60 | 59 | 58 | 57 | š | 8 | \$ | ដ | 52 | ñ | 50 | ŧ | ŧ | 47 | å | Ġ | ‡ | à | ħ | - |
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| | | | | | | | 6.430 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,278 | 5,236 | 6,623 | 4,898 | 4,827 | 5,287 | 5,287 | 5,287 | 5,287 | 5,287 | Ī |
| | | | | | | | 70 | 70 | 70 | 20 | 20 | 20 | 20 | 70 | 20 | 20 | æ | 20 | 20 | 70 | 70 | 70 | 70 | 20 | 20 | 20 | 20 | 70 | 20 | 70 | 70 | 20 | 20 | 20 | 20 | 20 | 20 | æ | 20 | _ |
| | | | | | ĸ | ႘ | 4 | ដ | H | ఆ | ä | 29 | 28 | 27 | 26 | 25 | 24 | 23 | 23 | 23 | 20 | 19 | iš | 17 | ő | 15 | 7 | ü | 12 | = | ő | 9 | 100 | 7 | ca | tr. | * | ш | 12 | |
| | | | | | B | 8 | 8 | | 8 | 80 | | 8 | В | В | 8 | B | 8 | 133 | 100 | В | 100 | В | 8 | В | 8 | В | В | ₩ | В | 13 | В | В | ₽ | В | В | œ | 120 | 8 | В | |
| | | | | | 6,676 | 5,310 | 5,900 | 5,393 | 6,402 | 6,461 | 18,843 | 5,713 | 5,288 | 5,875 | 5,288 | 5,875 | 5,287 | 5,288 | 5,287 | 5,288 | 5,288 | 5,288 | 5,288 | 5,287 | 6,400 | 6,563 | 5,288 | 5,288 | 5,288 | 5,875 | 5,287 | 5,715 | 6,321 | 10,193 | 8,252 | 6,515 | 5,247 | 5,274 | 4,555 | Ī |
| | | | | | 70 | 20 | 20 | 20 | 20 | 20 | O.S.D. | 20 | 20 | 20 | æ | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 70 | 20 | 20 | 20 | 20 | 20 | 20 | |
| 20 6 | ő ő | 17 | 16 | ij | 7 | ü | 12 | = | ᄗ | | | 12 | === | ő | ь | œ | 7 | 6 | U | 4 | ы | и | - | ᄓ | |] | 7 | ü | ñ | = | ä | 80 | æ | 7 | Ch. | s | * | u | 2 | |
| | | ٦ | ٦ | ٢ | ۳ | ٢ | ٢ | ٦ | BLOCK | LOT AREA | | - | - | - | - | - | - | - | | - | - | - | - | вгоск | LOT AREA | | c | ° | c | c | n | c | n | n | 0 | n | n | c | С | |
| 7,016 | 5,287 | 5,875 | 5,287 | 5,875 | 5,287 | 5,875 | 5,288 | 6,669 | SQ. FT. | EA TABLE | | 6,941 | 5,875 | 5,875 | 5,875 | 5,875 | 7,270 | 7.358 | 5,875 | 5,875 | 5,875 | 5,875 | 7,018 | SQ. FT. | EA TABLE | | 6,354 | 5,288 | 5,288 | 5,288 | 5,287 | 5,287 | 8,474 | 6,563 | 5,288 | 5,287 | 5,287 | 5,287 | 5,287 | |
| 20 7 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | TYPE | h | | 20 | æ | 20 | 70 | 20 | 20 | R | æ | 20 | 20 | æ | 20 | TYPE | h | | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | |

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 219-581-3800 • www.bgelnc.com
TBELIS Registration No. Fr-Ods
TBPELS Licensed Surveying Firm No. 10194490





RELID MOTES FOR A 57.057 AGRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 251, MILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 0.046 OF ONE AGRE TRACT OF LAND AS CONVEYED UNTO JOHAN CA, R. IN DOCUMENT NUMBER 2007681788, AND PORTIONS OF THE FOLLOWING: A CALLED 0.7 OF ONE AGRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 8914517, A CALLED 0.40575 OF ONE AGRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 8954812, A CALLED 1.406 AGRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 200303764 AND CORRECTED IN DOCUMENT NUMBER 2003108656, ALL RECORDED IN THE OFFEICH, PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 110.6633 AGRE TRACT OF LAND AS CONVEYED UNTO BIRD OF WILLIAMSON COUNTY, TRACK, AND A PORTION OF A CALLED 110.6633 AGRE TRACT OF LAND AS CONVEYED UNTO BIRD ON IMPLEMENT COMPANY, INC. IN VOLUME 777, PAGE 744 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 57.057 AGRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BECINNING at a 1/2—Inch iron rod with a cap stamped BCE INC" found on the south right—of—way line of F.M. 1660 (R.C.W. ~ Varies), as described in Volume 384, Page 608 and Valume 386, Page 1608 and Valume 386, Page 1608 by the Dead Reported of Williamson County, Teace, at the common corner of said 0.7 of one care tract and a called 49 acre tract of ind (Third Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Wallin Farm & Ranch Partnership, Ltd. in Document Number 2004/0244 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEDINNING of the herein described tract:

THENCE, S. 8246'22' E, coheddent with the common line of add right-of-way, and Q.7 of one occe tract, and 0.8575 of one occe tract and and 0.946 of one occe tract, a distance of 41,30 feet to a 1/2-heh from rod with a cap stamped '96E INC' set at the belighing of a none-tangent turne of the herein desarbed tract;

THENCE, curving to the right, continuing coincident with said common, with a radius of 1,099.88 feet, on are length of 18,43 feet to a 18,43 f

THENCE, S. 82720'27' E, coheldent with the common line of the 24.17 acre tract and adid 24.00 acre tract, a distance of 785.51 feat, to a 1/2-inch Iron rad with a cap stamped 'RPLS 1437' found on the west line of the determentioned 110.663 acre tract in the common corner of the 24.17 acre tract and the 24.00 acre tract for a re-entrant corner of the herein described tract;

THENCE, in a northerly direction, caincident with the common line of the 24.17 acre tract and sold 110.663 acre tract following three (3) courses:

1)N 0735'55" E, a distance of 491.37 feet to a 1/2-Inch Iron rod with a cop stamped "BGE INC" set for an angle point of the herein described tract;

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

3), 1073716" E, a distance of 473.58 feet to a 1/2-linch from rod found on the discementioned auth right-of-way of FM, 1650 at the common corner of the 24.17 acre tract and the 110.63 acre tract for a northerly corner of the horisin described tracts.

THENCE, S. 63'35'25' E, coincident with the common line of said right—of-way and the 110.653 ears tract, a distance of 918.01 feet to a 1/2-inch lorn and found at the common camer of the 110.653 ears' tract and a called 1.000 ears tract of land (Exhibit, "A) as conveyed unto the City of Hutto, Texas, in Occument Number 2008034765 of the Official Public Records of Williamson Country, Texas for the northeast corner of the harsh described tract:

THENCE, departing add common line, coincident with the common line of the 110.683 are treet, add 1,000 are treet and a called 185.186 are treet of land (Exhibit '8') as conveyed unto the City of Hutto, Texas in add Document Number 2000.024785, the following three 0,00 accuracy.

1)S 08'20'22" W, a distance of 357.53 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

2) S 04°55′47° W, a distance of 245.74 feet to a 1/2-inch fron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 072742" W, a distance of 1,605.85 fast to a 1/2-lach from red with a cap stamped '96E NO" set for the ceaterly southback corner of the herin described tract, from which a 1/2-lach from rod found at an angle point said common line beam's 0/2742" W, a distance of 1,42.46 feet;

THENCE, departing said common line, over and across the 110.663 acro tract the following eleven (11) courses: M. 8241'19" W, a distance of 229.08 feet to a 1/2—inch Iron rod with a cap stamped "80E INC" set for a point of curvature of the herein described tract;

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

bearing of S 52'37'31" W, and a chord distance of 17.74 feet to a 1/2-inch fron rod with a cap stamped '86E INC' set at the end of this curve for a corner of the herein described tract;

 N 82'33'39" W, a distance of 55.00 feet to a 1/2-Inch Iron rod with a cap stamped '8GE INC" corner of the herein described tract; set for a re-entrant

4) S 07'26'21" W, a distance of 104,56 feet to a 1/2—heth fron rod with a cap stamped "BCE INC" set for the most southerly southeast carner of the herein described tract;

stamped 'BGE INC" set for the

5) N 8271'19" W, a distance of 497.42 fact to a 1/2-inch iron rad with a cap southwesterly carner of the herein described tract;

N 0748'41" E, a distance of 105.00 feet to a 1/2-inch iron rad with a cap stamped "BCE INC" set for a re-entrant corner of the herein described tract;

7) N 8271'19" W, a distance of 59,00 feet to a 1/2-inch fron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

8) Curving to the left, with a radius of 12.50 feet, on are length of 19.63 feet, a central engle of 90°00'00" a chord bearing of N. 377116" W, and a chord distance of 17.88 feet to a 1/2-hash from rad with a cap sitemped "SCE, INC" set it the end of this curve of the haden described tract;

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

10Dunfing to the left, with a radius of 1250 feet, an are length of 1963 feet, a central ongle of 9000'00", a chood bearing of N 52'48'41". E, and a chord distance of 17,88 feet to a 1/2"-inch iron rod with a cop stamped '90E NO" set for a point of fangency of the hardin described freet:

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

THENCE, Curwing to the left, continuing over and across the 110,863 acre tract, crossing into the afarementioned 24.00 acre tract, with a radius of 285,50 feet, an arc length of 417,05 feet, a central angle of 90°00°00°, a chord bearing of 30°10°10°, a chord bearing of 30°10°10°. We are about distance of 375.47 feet to a 1/2-inch iron rad with a cap stamped 98°8 iNC° set for a point of tangency of the herein described tract;

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

1)N 82"1":19" W, a distance of 129.64 feet to a 1/2—inch Iran rad with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

Ourwing to the left, with a radius of 12.50 feet, on are length of 19.63 feet, a central angle of 90°00'00", a shord bearing of 8.52°484". W, and a child distance of 17.88 feet to a 1/2"-inch fron rad with a cop stamped "96°E NC" set of the end of this Larve of the harded destribed tracts.

N 8271719" W, a dictance of 55.00 feet to a 1/2-inch Iran rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

4) Curving to the left, with a radius of 1250 feet, an are length of 1953 feet, a central angle of 90°00'00", a chord bearing of N. 3771'19". W. and a chord distance of 17.88 feet to a 1/2-inch iran rad with a cap stamped "BCE INC" set for a point of tangency of the harein described tract;

5) N 8271 $^{\prime}$ 19" W, a distance of 65.00 feet to a $^{\prime}$ 2—heb fron rad with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

6) Curving to the right, with a radius of 34,50 feet, on are length of 14,47 feet, a central angle of 1938'24", a chard bearing of N 2722107" W, 113,91 feet to a 1/2—shoth law rad with a cap stamped "9GE INC" set for a point of fewere curvature of the herein described fract; 7) Curving to the left, with a radius of 12.50 feet, an are length of 18.19 feet, a central angle of 837250°, a chord bearing of 8.7574340° W, and a chord distance of 16.83 feet to a 1/2-inch fron rad with a cop stamped 1902 NC1 set to the end of this curve of the head of state of the end of this curve of the head of state of the set of this curve of the head of state.

8) N 55'57'45" W, a distance of 55.00 feet to a 1/2—inch Iron rod with a cap stamped '86E INC" set at the beginning of a non-tangent curve of the herein described tract;

6) Curving to the left, with a radius of 12.50 feet, an arc length of 18.19 feet, a central engle of 8372'50", a chood bearing of N. 07739'10" W, out a chord distance of 18.85 feet to a 1/2-inch fron rad with a cop stamped '90E NC' set for a point of reverse curvature of the health described toward.

INEXICE, curving to the right, continuing over and across the 24.00 acros tract, the alternantismed 0.2875 of one acrost tract and the alternantismed 0.27 of one across tract and the alternantismed 0.7 of one across tract, with a radius of 334.50 feet, on acrossing of 0.278.75 feet to a 1/2-linch trac rad with a caps stamped 1986 INEX set on the common like of said 0.7 of one across tract for a point of languary of the herein described tract;

THENCE, N 0748'41" E, caincident with said common line, a distance of 1,452.86 fect to the POINT OF BECINNING and containing 57.057 acres of land, more or less.



TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490 BGE, Inc.
7330 San Podro Avo., Suito 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com FINAL PLAT

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| KNOW ALL MEN BY THESE DRESENTS | Φ? | |
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THAT THAT STARLIGHT HOMES TEXAS, L.L.C., ACTING HEREN BY AND THROUGH ASHTON WOODS-MUSTIN DIVISION, BY ITS GENERAL PARTNER, KEITH PERSON, WICE PRESIDENT OF LIVAN, BEICH THE OWNER OF A CALLED THROUGH TEXAS TO THE THROUGH TEXAS OF THE OFFICIAL PUBLIC RECORDS OF MILLIAMSON COUNTY, TEXAS, ALL OUT OF THE LAWES SHELTON SURVEY, ABSTRACT NO, 560 WILLIAMSON COUNTY, TEXAS DES HEREBY SHEDWIDE 57,067 ACRES OF LIVAN IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

GOLA SUBDIVISION PHASE 1

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

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KEITH PEARSON, VICE PRESIDENT OF LAND ASHTON WOODS — AUSTIN DIVISION 10721 RESEARCH BLVD. 8—210 AUSTIN, TEXAS 78759

COUNTY OF WILLIAMSON STATE OF TEXAS

BETORE ME, THE UNDERSIONED AUTHORITY, PERSONALLY APPEARED NEITH PEARSON, NOTE PRESIDENT OF LAND KNOWN. TO ME TO BE THE PRESON WHOSE NAME IS SUBSICIABED TO THE FOREGOING INSTRUMENT AND ACKNOWNEDGED TO ME THAT HE DECENTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES

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

, TIMOTHY M. HOLLMID, AM JUTHORIZZO UNDER THE LAMS OF THE STATE OF TEXAS, TO PRACTICE THE PROPESSION OF ENGINEERING, AND DO HERREY CERTIFY THAT THE PLAY IS FEASIBLE FROM AN DIGINEERING STANDPINIT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

BGE, INC. 1701 DIRECTORS BOULEVARD, SUITE 1000 AUSTIN, TX 78744 TIMOTHY M. HOLLAND, P.E. UCENSED PROFESSIONAL ENGINEER NO. 94848

DATE

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LANS OF THE STATE OF TEXAS, TO PACKTOCE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTETY HAIT THS PLAT IS TRUE AND CORRECT, THAT THIS PROPERTY HAIT THIS PLATE OF BCE, INC ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE FOUND OR CORRECTLY SET UPON COMPLETION

LIMINARY, THIS DOCUMENT SHALL NOT RECORDED FOR ANY PURPOSE AND IN NOT BE USED OR VIEWED OR RELIED ON AS A FINAL SURVEY DOCUMENT

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

FINAL PLAT

SUBDIVISION PHASE 1

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

GENERAL NOTES:

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203 NAD83, COMBINED SCALE FACTOR = 1.00010977
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO THE UDC
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- Ćμ A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
- IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEM THE STREETS WIST BE A MINIMUM OF 33 FEET WIDE. IF THE STREET'S ARE LESS THAN 33 FEET IN WOTH FIRE LANE SIGNAGE IS REQUIRED. (2018 APPENDIX D SCC. 103.5 D103.6.2)
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- 10. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- 11. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE
- ü THIS TRACT IS WININ CITY OF HUTTO WATER COM SERVICE AREA, AND CITY OF HUTTO WASTEWATER COM SERVICE AREA, WHERE AND WASTEWATER WALL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE NOTHING TO THIS SITE. THE CITY OF HUTTO ASSAURE NO DELICATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE. Street lighting shall be provided by the developer in conformance with the udc requirements, as amended.
- 14. A PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 17 ANNUAL CHANCE FLOODPLAIN.
- 15. THE SUBJECT PROPERTY LES IN LINEAUDE DONE "Y, (AREAS DETENMED TO BE CUTING THE 0.2% ANNUAL CHANGE FLOOD; AREAS VALUED ZOME, "Y, (AREAS OF DZZ ANNUAL CHANGE FLOOD; AREAS OF IZ ANNUAL CHANGE FLOOD; AREA OF IZED THE SUBJECT TO FLOOD HE PARKE FLOOD AND ADMIT FLOOD ELEVATION DETENMEND, AS DELIVENTED ON THE FLOOD BENJEMMED FAILE AND RESPONSITED AND AND ADMIT FLOOD AND ADMIT FLOOD AND ADMIT FLOOD AND ADMIT FLOOD AND BUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DECEMBER 20, 2019, ALL FLOODY-LIN BUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DECEMBER 20, 2019, ALL FLOODY-LIN BUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT
- IE IN GROER TO PROMOTE DRAWNER AMY FROM A STRUCTIBET, THE SLAB ELFAYIONS SHALL BE BUILT AT LEAST ONE (1) FROT ABOVE THE SURROMONING ROBOMD AND SHOULD BE CRANDED MAY FROM THE STRUCTURE AT A SLOPE OF 1/2! PER FOOT FOR A DISTANCE OF AT LEAST TEX (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- on—site stormwater detention facilities will be provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100—year storm events.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

19.

- 20. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL LOT SHALL BE BASED ON THE DRAINAGE REPORT
- 13 NO STRUCTURES WAY BE BUILT WITHIN THE RIPARIAN SETBACK PER THE HUTTO UDC, AS AMENDED.

PLANNING AND ZONING COMMISSION CHAIR:

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| HIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ON THE | |
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DAY OF

| RICHARD HUDSON | | |
|----------------|--|--|
| DATE | | |

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

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

| MILLIAMSON | NANCY RIST |
|---------------|---------------------------|
| COUNTY, TEXAS | STER, CLERK, COUNTY COURT |

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BGE, Inc.
7330 San Pedro Ave, Sulite 202
San Antonio, TX, 78216
Tel; 219-581-3500 • www.bgeln.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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EXHIBIT "D"

FORM OF USE AND POSSESSION AGREEMENT FOR TRANSPORTATION PURPOSES

EXHIBIT "D"

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

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY PURPOSES

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

This Possession and Use Agreement For Transportation/Utility Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and STARLIGHT HOMES TEXAS L.L.C. (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of portions of the Grantor's property for the purpose of constructing the Southeast Loop (Segment 2) Project and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit "A") and made a part of this Agreement by reference (the "Property").

- 1. For the consideration from the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others reasonably deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor and Grantee covenants pursuant to the terms and obligations of that certain Southeast Loop (Segment 2) Estate Contract Right of Way Real between , 2022 (the "Real Estate Contact"), and otherwise with the parties dated warranties and obligations under this Agreement, the County and Grantor agree to allow construction of the Roadway Construction Project within the Property, which is to be dedicated or otherwise conveyed as public road right of way until such time as such recorded conveyance is complete. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

- 3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").
- 4. Grantor warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all liens, claims or encumbrances granted or permitted by Grantor against the Property from and after the Effective Date, unless caused by the County and except as set forth on the Gola Plat, as identified in the Real Estate Contract.
- 5. Intentionally Deleted.
- 6. Intentionally Deleted.
- 7. Intentionally Deleted.
- 8. The purpose of this Agreement is solely to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor and Grantee to continue background preparation and completion of final recording of the proposed Gola Plat, as identified in the Real Estate Contract.
- 9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
- 10. Intentionally Deleted.
- 11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 12. It is agreed the County will record this document.
- 13. Other conditions: N/A
- 14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration (if any) recited herein:

Tenants: N/A

15. At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance, pursuant to the terms of the Real Estate Contract.

[signature pages follow]

| GRANTOR: | |
|--|--|
| STARLIGHT HOMES TEXAS L.L.C. | |
| By: | |
| Name: | |
| Its: | _ |
| | |
| <u>ACK</u> | KNOWLEDGMENT |
| STATE OF | |
| COUNTY OF | |
| This instrument was acknowledged byrecited herein. | pefore me on, in the capacity and for the purposes and consideration |
| | |
| | |
| | |

Notary Public, State of Texas

| COUNTY: | |
|---|--|
| WILLIAMSON COUNTY, TEXAS | |
| By: Bill Gravell, Jr. County Judge | |
| ACKNOWLE | EDGMENT |
| | |
| STATE OF TEXAS COUNTY OF WILLIAMSON | |
| This instrument was acknowledged before by Bill Gravell, Jr., Williamson County Judge consideration recited herein. | me one, in the capacity and for the purposes and |
| ——Nota | ry Public, State of Texas |

EXHIBIT "E"

FORM OF DEED

EXHIBIT "E"

Parcel 27P2

DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS \$

COUNTY OF WILLIAMSON \$

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

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

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

| GRANTOR: | |
|---------------------------|---|
| STARLIGHT TEXAS HOMES L.I | L.C. |
| By: | |
| Name: | |
| Its: | |
| | |
| | ACKNOWLEDGMENT |
| STATE OF | § |
| COUNTY OF | § |
| | vledged before me on this the day of,, in the capacity and for the purposes and |
| | Notary Public, State of |
| | Sheets & Crossfield, PLLC 309 East Main |
| | Round Rock, Texas 78664 |
| | S: Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626 |

AFTER RECORDING RETURN TO: