

REAL ESTATE CONTRACT

County Road 404 Realignment

THIS REAL ESTATE CONTRACT ("Contract") is made by **3349 LAND GROUP, LLC** (referred to in this Contract as "Seller") 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 of land described as follows:

Being a 21.341 acre (929,614 square foot) parcel of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 19**);

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be 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 upon the Property, and any damage to or curative costs for the remaining property of Seller, shall be the sum of FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars (\$4,415,670.00).

Payment of Purchase Price

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

Special Provisions

2.03. Seller reserves the right to, at any time prior to Closing, convey the Property to the Seller's members or owners in exchange for such members or owners' agreement to assume or otherwise be bound by all of Seller's obligations in this Contract. Seller shall promptly notify Purchaser of any such transfer pursuant to this section.

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

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein 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 Longhorn Title Company on or before November 10, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas 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 the following:

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

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) 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 Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.

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 Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction 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 party incurring same respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 404 realignment improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

3349 LAND GROUP, LLC

By: Randall Jones

Address: PO Box 1458

Name: RANDALL JONES

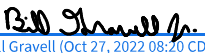
MASON TX
76856

Its: MANAGING MEMBER

Date: 10/13/22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Oct 27, 2022 08:20 CDT)
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Oct 27, 2022

Exhibit "A"

Parcel 19

DEED
County Road 404 Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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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 **3349 LAND GROUP, LLC**, 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"):

Being a 21.341 acre (929,614 square foot) parcel of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 19**)

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 its successors or assigns, 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 County Road 404/Future County Road and related appurtenances.

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

This deed is being delivered in lieu of condemnation.

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

[signature pages follow]

GRANTOR:

3349 LAND GROUP, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "B"

County: Williamson
Tax ID: R019449
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

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September 9, 2022

PROPERTY DESCRIPTION FOR PARCEL R019449

DESCRIPTION OF A 21.341 ACRE (929,614 SQ. FT.) PARCEL OF LAND LOCATED IN THE WATKINS NOBLES SURVEY, SECTION NO. 30, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 121.12 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO 3349 LAND GROUP, LLC, RECORDED APRIL 3, 2007 IN DOCUMENT NO. 2007027439, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 21.341 ACRE (929,614 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-inch iron pipe found 1,778.12 feet right of County Road (C.R.) 404 Engineer's Centerline Station (E.C.S.) 270+04.96, for the southeast corner of said remainder of a called 121.12 acre tract;

THENCE N 07° 20'59" E, with the east line of said remainder of a called 121.12 acre tract, a distance of 1,742.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,252.88, E=3,195,461.03) set 229.67 feet right of C.R. 404 E.C.S. 260+51.08 on the proposed south right-of-way line of C.R. 404, also being the west line of a called 85.681 acre tract of land, described in a deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, Deed Records of Williamson County, Texas (D.R.W.C.TX.), with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX., for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said remainder of a called 121.12 acre tract and said 85.681 acre tract, with the proposed south right-of-way line of said C.R. 404, over and across said remainder of a called 121.12 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) With said curve to the left, an arc distance of 498.81 feet, through a delta of 15°19'28", having a radius of 1,865.00 feet, and a chord that bears N 74°48'46" W, a distance of 497.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 238.72 feet right of C.R. 404 E.C.S. 254+86.39,
- 2) N 82°28'30" W, a distance of 1,080.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.89 feet right of C.R. 404 E.C.S. 243+88.83, said point being the beginning of a curve to the left, and
- 3) With said curve to the left, an arc distance of 983.66 feet, through a delta of 49°47'15", having a radius of 1,132.00 feet, and a chord that bears S 59°30'35" W, a distance of 953.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 802.76 feet right of C.R. 404 E.C.S. 236+51.84 on the existing east right-of-way line of Farm to Market (F.M.) 3349, a variable width right-of-way, described to Williamson County, Texas in Document No. 2021148167, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

EXHIBIT "B"

County: Williamson
Tax ID: R019449
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

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4) **THENCE** N 07°39'59" E, departing the proposed south right-of-way line of said C.R. 404, with the existing east right-of-way line of said F.M. 3349, a distance of 917.08 feet to a calculated point 114.32 feet left of C.R. 404 E.C.S. 236+54.11, for the southwest corner of a remainder of a called 1.137 acre tract of land, described in said deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, D.R.W.C.TX. with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 121.12 acre tract and the parcel described herein;

5) **THENCE** S 82°28'22" E, departing the existing east right-of-way line of said F.M. 3349, with the common line of said remainder of a called 1.137 acre tract and said remainder of a called 121.12 acre tract, a distance of 2,320.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 152.62 feet left of C.R. 404 E.C.S. 259+43.81 on the west line of said 85.681 acre tract, for the southeast corner of said remainder of a called 1.137 acre tract, same being the northeast corner of said remainder of a called 121.12 acre tract and the parcel described herein;

THIS SPACE LEFT INTENTIONALLY BLANK

EXHIBIT "B"

County: Williamson
Tax ID: R019449
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

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September 9, 2022

6) **THENCE** S 07°20'59" W, departing the common line of said remainder of a called 1.137 acre tract and said remainder of a called 121.12 acre tract, with the common line of said 85.681 acre tract and said remainder of a called 121.12 acre tract, passing at a distance of 35.34 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 118.33 feet left of C.R. 404 E.C.S. 259+51.81, and continuing for a total distance of 396.37 feet to the **POINT OF BEGINNING**, and containing 21.341 acres (929,614 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 coordinates shown hereon 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

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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 9/9/2022

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

LEGEND

5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"

1/2" IRON ROD FOUND UNLESS NOTED

FENCE POST (TYPE NOTED)

TYPE I CONCRETE MONUMENT FOUND

TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND (UNLESS NOTED)

1/2" IRON PIPE FOUND UNLESS NOTED

BOD NAIL FOUND

MAGNAIL FOUND

SPINDLE FOUND

RAILROAD TIE

CALCULATED POINT

PROPERTY LINE

RECORD INFORMATION

POINT OF BEGINNING

POINT OF COMMENCING

POINT OF REFERENCE

NOT TO SCALE

DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS

DISTANCE NOT TO SCALE

DEED LINE (COMMON OWNERSHIP)



NOTES:

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

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2200577, EFFECTIVE DATE AUGUST 12, 2022, AND ISSUED DATE, AUGUST 22, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. CR 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM RPS GROUP SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2022.

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.

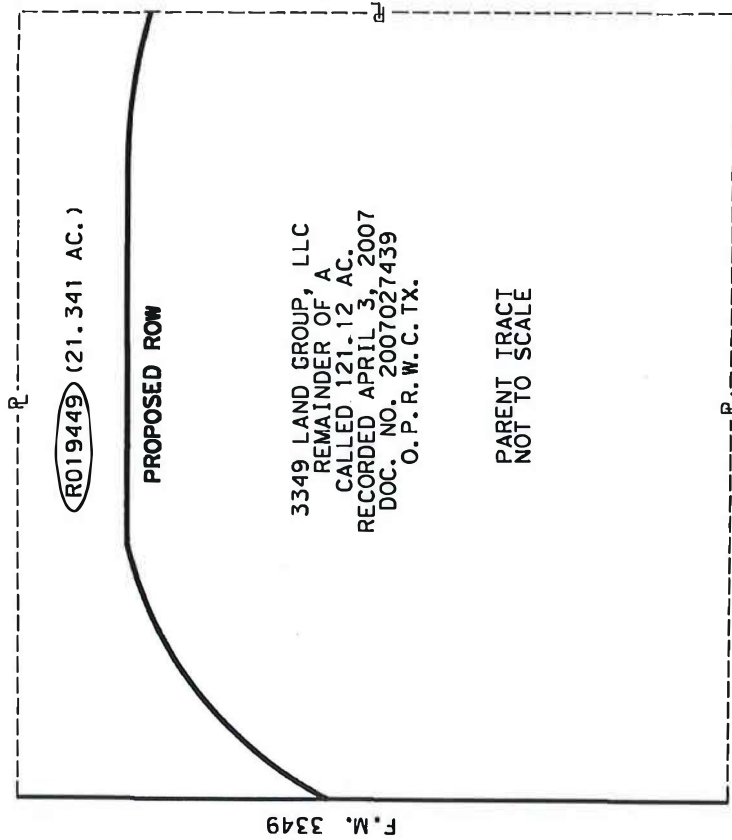
Scott C. Brashear

9/9/2022

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

DATE

EXHIBIT "B"



A

HENRY H. HOLUBEC, JR. AND WIFE
NANCY RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
REMAINDER OF A
CALLED 1.137 AC.
VOL. 1051, PG. 818
D. R. W. C. TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C. TX.

B

HENRY H. HOLUBEC, JR. AND WIFE
NANCY RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
CALLED 85.681 AC.
VOL. 1051, PG. 818
D. R. W. C. TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE
OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C. TX.

FILE: \\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\VP-R019449 Land Group
EXISTING *113.679 AC. ACQUIRE 21.341 AC. REMAINING 92.338 AC. RIGHT
PAGE 4 OF 10
REF. FIELD NOTE NO. 49079
R019449 Land Group

SAM

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 612200577, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 12, 2002, AND ISSUED DATE AUGUST 22, 2022.

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.):

A. EASEMENT DATED JANUARY 16, 1954, EXECUTED BY CARL STROMBERG ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 367, PAGE 479, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. EASEMENT DATED FEBRUARY 15, 1960, EXECUTED BY CARL STROMBERG ET AL TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 529, PAGE 44, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. RIGHT OF WAY EASEMENT DATED AUGUST 20, 1974, EXECUTED BY WILBERT VORWERK AND JOYCE VORWERK TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 597, PAGE 995, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. RESOLUTION BY THE CITY OF TAYLOR DATED JUNE 18, 1985, RECORDED IN VOLUME 1200, PAGE 616, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

E. GATE VALVE EASEMENT DATED JUNE 21, 1989, EXECUTED BY WILBERT VORWERK TO KOCH REFINING COMPANY, RECORDED IN VOLUME 1796, PAGE 138, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

F. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

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

H. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

I. RIGHTS OF PARTIES IN POSSESSION.

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

FILE: \\somin\inc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019449 Land Group\019449 Land Group PAGE 5 OF 10
REF. FIELD NOTE NO. 49079
EXISTING *113.679 AC. ACQUIRE 21.341 AC. REMAINING 92.338 AC. RIGHT



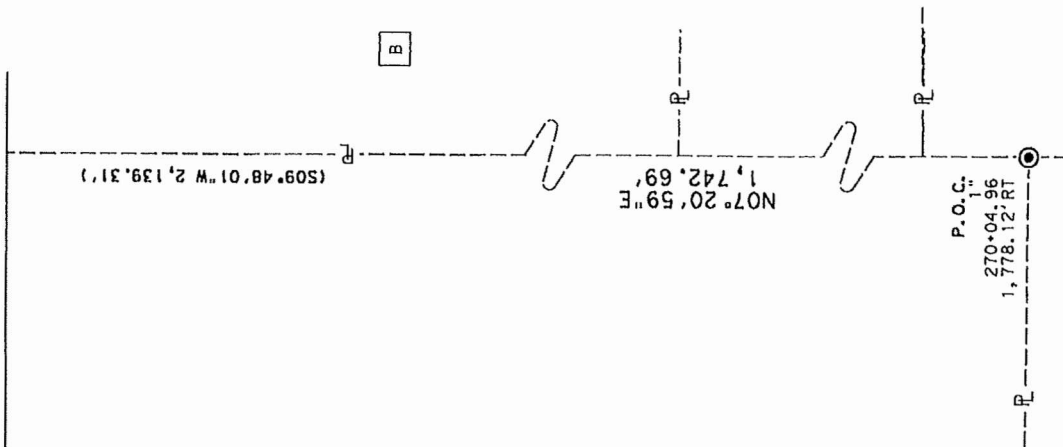
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

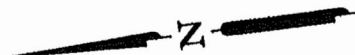
MATCH LINE SHEET 7 OF 10

SECTION NO. 30
WATKINS NOBLES NO. 484

3349 LAND GROUP, LLC
REMAINDER OF A
CALLED 121.12 AC.
RECORDED APRIL 3, 2007
DOC. NO. 2007027439
O. P. R. W. C. TX.



WILLIAMSON COUNTY, TEXAS



FILE: \\saminco\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\VP-R019449 Land Group\R019449 Land Group
PAGE 6 OF 10
REF. FIELD NOTE NO. 49079
EXISTING *113.679 AC. ACQUIRE 21.341 AC. REMAINING 92.338 AC. RIGHT

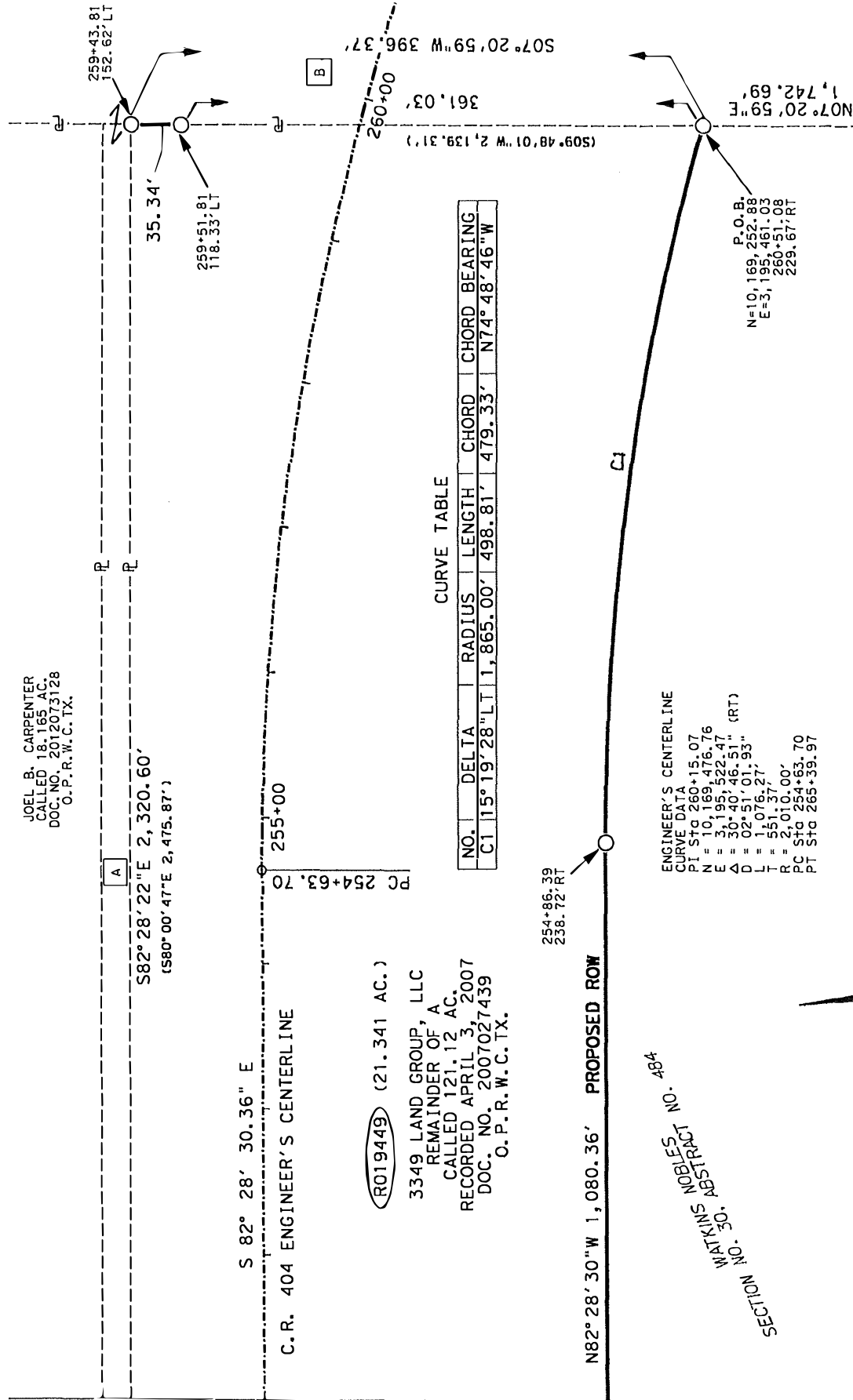
SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

JOEL B. CARPENTER
CALLED 18.165 AC.
DOC. NO. 2012073128
O.P.R.W.C. TX.



MATCH LINE SHEET 8 OF 10

MATCH LINE SHEET 6 OF 10

PAGE 7 OF 10

REF. FIELD NOTE NO. 49079
FILE: \\saminc\nc\PROJECTS\1021060291\100\Survey\03Exhibits\NP-R019449 Land Group\R019449 Land Group

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TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

WATKINS NOBLES NO. 484
SECTION NO. 30, ABSTRACT

JOEL B. CARPENTER
CALLED 18.165 AC.
DOC. NO. 2012073128
O.P.R. W. C. TX.

REINA R. ALVAREZ
AND JESUS G. SARINANA
CALLED 5.289 AC.
DOC. NO. 2021070616
O.P.R. W. C. TX.

GARLAND BRUCE CLARK
AND CYNTHIA A. CLARK
CALLED 5.289 AC.
DOC. NO. 2003061287
O.P.R. W. C. TX.

CHARLES BARR AND
WIFE ROSA BARR
REMAINDER OF
A CALLED 15.00 AC.
VOL. 552, PAGE 303
D.R. W. C. TX.

MATCH LINE SHEET 7 OF 10

MATCH LINE SHEET 10 OF 10

S 82° 28' 22" E 2,320.60'
(S 80° 00' 47" E 2,475.87')

S 82° 28' 30.36" E
250.00

C.R. 404 ENGINEER'S CENTERLINE
(R019449) (21.341 AC.)

3349 LAND GROUP, LLC
REMAINDER OF A
CALLED 121.12 AC.
RECORDED APRIL 3, 2007
DOC. NO. 2007027439
O.P.R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PT Sta 245+40.53
N = 10,169,742.97
E = 3,194,077.29
Δ = 03° 32' 59" (LT)
D = 05° 30' 52"
L = 64.37'
T = 32.20'
R = 1,039.00'
PC Sta 245+08.33
PT Sta 245+72.70

243+88.83
229.89' RT

PROPOSED ROW

N 82° 28' 30" W 1,080.36'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	49° 47' 15" LT	1,132.00'	983.66'	953.00'	S 59° 30' 35" W

MATCH LINE SHEET 9 OF 10

PAGE 8 OF 10
REF. FIELD NOTE NO. 49079
Land Group R019449 Land Group

EXISTING * 113.679 AC. ACQUIRE 21.341 AC. REMAINING 92.338 AC. RIGHT

4801 Southwest Parkway
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SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)



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

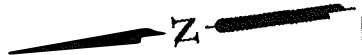


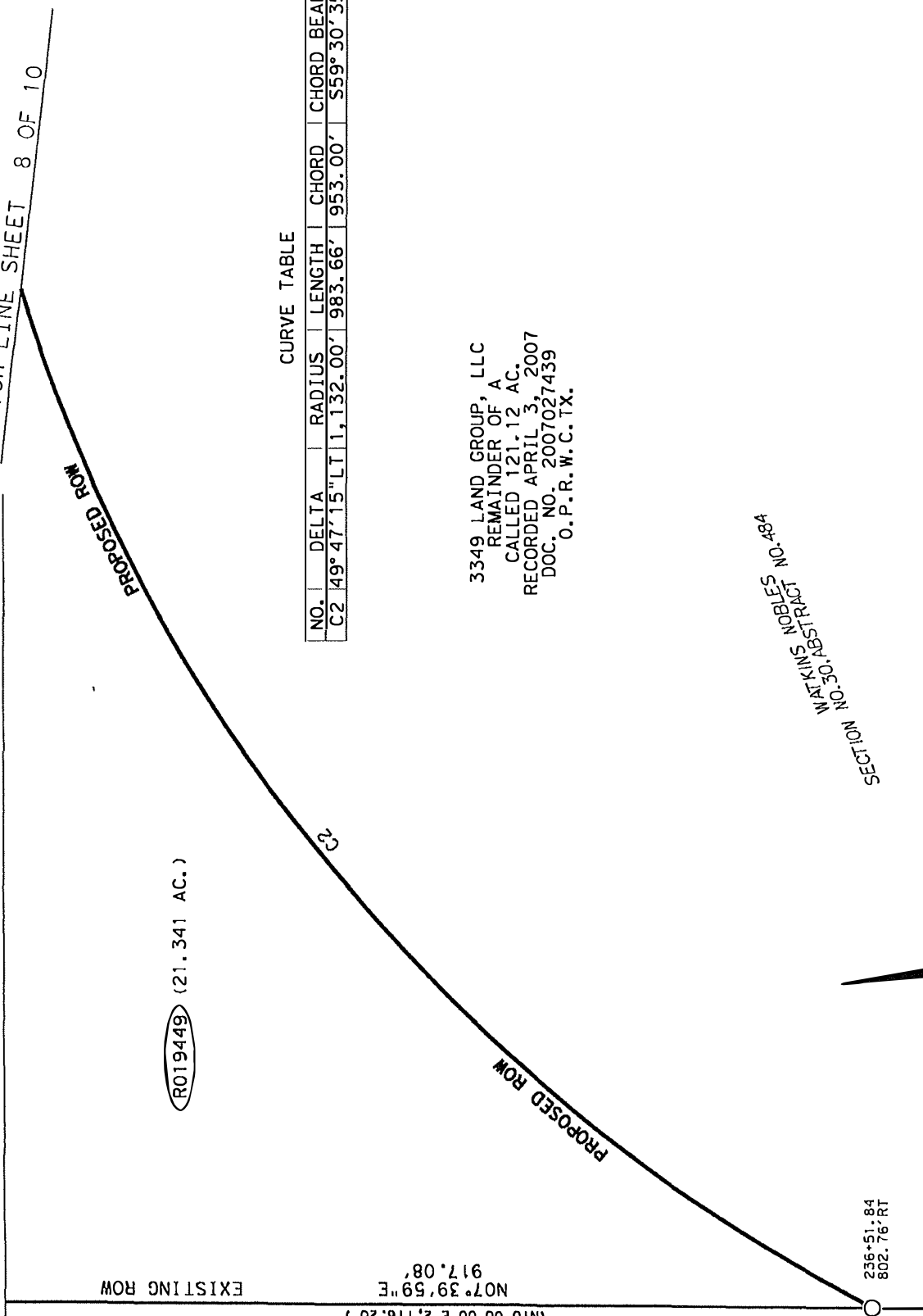
EXHIBIT "B"

MATCH LINE SHEET 10 OF 10

MATCH LINE SHEET 8 OF 10

F.M. 3349
(VARIABLE WIDTH R.O.W.)
CSJ 3486-001-03

WILLIAMSON COUNTY, TEXAS
CALLED 7.512 AC.
DOC. NO. 2021148167
O.P.R.W.C.TX.



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
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3349 LAND GROUP, LLC
REMAINDER OF A
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DOC. NO. 2007027439
O.P.R.W.C.TX.

SECTION NO. 30, ABSTRACT
WATKINS NOBLES NO. 484



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

FILE: \\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019449 Land Group\R019449 Land Group
PAGE 9 OF 10
REF. FIELD NOTE NO. 49079
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SAM

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

CHARLES BARR AND
WIFE, ROSA BARR
REMAINDER OF
A CALLED 15.00 AC.
VOL. 832, PAGE 303
D.R. W.C. TX.

51 CARPENTER, LLC
CALLED 1.752 AC.
DOC. NO. 2021165304
O.P.R. W.C. TX.

CORRECTED IN
DOC. NO. 2021189730
O.P.R. W.C. TX.

WILLIAMSON COUNTY, TEXAS
CALLED 0.072 AC.
DOC. NO. 2021097796
O.P.R. W.C. TX.

F.M. 3349
CSJ 3486-001-03
(VARIABLE WIDTH R.O.W.)

MATCH LINE SHEET 8 OF 10

S 82° 28' 22" E 2,320.60'
(S 80° 00' 47" E 2,475.87')

(R019449) (21.341 AC.)

S 82° 28' 30.36" E

C.R. 404 ENGINEER'S CENTERLINE

ENGINEER'S CENTERLINE
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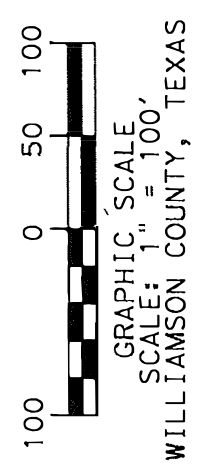
WILLIAMSON COUNTY, TEXAS
CALLED 7.512 AC.
DOC. NO. 2021148167
O.P.R. W.C. TX.

235+00

N 07° 39' 59" E 917.08'
(N 10° 00' 00" E 2,116.20')

MATCH LINE SHEET 9 OF 10

PAGE 10 OF 10
REF. FIELD NOTE NO. 49079
Land Group R019449 Land Group



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SECTION NO. 30-03-0001
WILLIAMSON COUNTY, TEXAS
NOBLES NO. 484