

Parcel 41 + 41R

REAL ESTATE CONTRACT

Southeast Loop (Segment 2)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WMV HUTTO 390 DE, 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(s) of land described as follows:

All of that certain 13.433 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41**); and

All of that certain 3.988 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; which tract Purchaser shall cause at its sole expense to be more particularly described by metes and bounds to be attached to the final conveyance deed at Closing, and the location of which is otherwise shown in Exhibit "B", attached hereto and incorporated herein (**Parcel 41R**);

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 Exhibits "A-B" 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, any improvements upon the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-FOUR and 00/100 Dollars (\$2,276,574.00).

Payment of Purchase Price

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

**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

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 described in Exhibit "A" 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 Texas National Title Company on or before January 31, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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").

Notwithstanding the proceeding, closing shall occur no later than March 15, 2023.

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 Exhibits "A-B", free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed 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 be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the 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 respectively as incurred.

**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 January 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility adjustment or installation and construction activities associated with the proposed Southeast Loop 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:

WMV HUTTO 390 DE, LLC

By: 
77AFBAEB05B3417...

Address: 3310 North Capital of
Texas Hwy, Suite 202

Name: Holt Dunlop

Austin, Texas. 78746

Its: Manager

Date: January 24, 2023 | 2:52 PM PST

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Valerie Covey
Williamson County Commissioner

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

Date: Feb 14, 2023

EXHIBIT "A"

County: Williamson
 Parcel No.: 41
 Tax ID: R020555, R020545
 Highway: Southeast Loop
 Limits: From: C.R. 137
 To: C.R. 404

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 September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 41

DESCRIPTION OF A 13.433 ACRE (585,141 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 389.542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WMV HUTTO 390 DE, LLC, RECORDED MARCH 7, 2022 IN DOCUMENT NO. 2022029057, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 13.433 ACRE (585,141 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 "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mart S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the most easterly northeast corner of a called 107.22 acre tract of land, described as Tract 5 in a deed to Clarendor Capital, LTD., recorded in Document No. 2021191286, O.P.R.W.C.TX., same being the southeast corner of said 389.582 acre tract;

THENCE N 83°05'04" W, with the common line of said 107.22 acre tract and said 389.582 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the most southerly southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 107.22 acre tract and said 389.582 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°41'40" W, a distance of 346.36 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, for the southwest corner of said 389.582 acre tract and the parcel described herein, and
- 2) N 07°50'20" E, a distance of 416.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 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;

THENCE departing the common line of said 107.22 acre tract and said 389.582 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following eight (8) courses and distances numbered 3-10:

- 3) With said curve to the right, an arc distance of 343.53 feet, through a delta of 02°05'06", having a radius of 9,440.00 feet, and a chord that bears N 75°18'03" E, a distance of 343.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.98 feet left of Southeast Loop E.C.S. 336+55.35,
- 4) N 11°18'32" E, a distance of 130.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.08 left of Southeast Loop E.C.S. 337+10.01,

EXHIBIT "A"

County: Williamson
 Parcel No.: 41
 Tax ID: R020555, R020545
 Highway: Southeast Loop
 Limits: From: C.R. 137
 To: C.R. 404

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 September 27, 2022

- 5) S 77°30'40" E, a distance of 74.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 315.61 feet left of Southeast Loop E.C.S. 337+76.52,
- 6) S 11°18'32" W, a distance of 94.34 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. 337+36.90,
- 7) N 76°28'25" E, a distance of 559.65 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. 342+96.55, said point being the beginning of a curve to the right,
- 8) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord that bears N 73°16'59" E, a distance of 62.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+59.34
- 9) N 76°28'25" E, a distance of 7.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+66.75, and
- 10) N 76°12'05" E, a distance of 201.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345.67.91 on the common line of said 63.6 acre tract and said 389.582 acre tract, for the northeast corner of the parcel described herein;
- 11) **THENCE** S 08°01'44" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 63.6 acre tract and said 389.582 acre tract, a distance of 503.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 343+83.05 on the proposed south right-of-way line of said Southeast Loop, for the most easterly southeast corner of the parcel described herein;
- THENCE** departing the common line of said 63.6 acre tract and said 389.582 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following three (3) courses and distances numbered 12-14:
- 12) S 76°28'25" W, a distance of 694.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 336+88.26,
- 13) S 78°00'48" W, a distance of 181.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 228.64 feet right of Southeast Loop E.C.S. 335+07.31, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

GABRIEL M. ESPINO
AND MIRNA ESPINO
CALLED 9.996 ACRES
DOC. NO. 2018067712
O.P.R.W.C.TX.

WMV HUTO 390 DE, LLC
CALLED 389.542 ACRES
RECORDED MARCH 7, 2022
DOC. NO. 2022029057
O.P.R.W.C.TX.

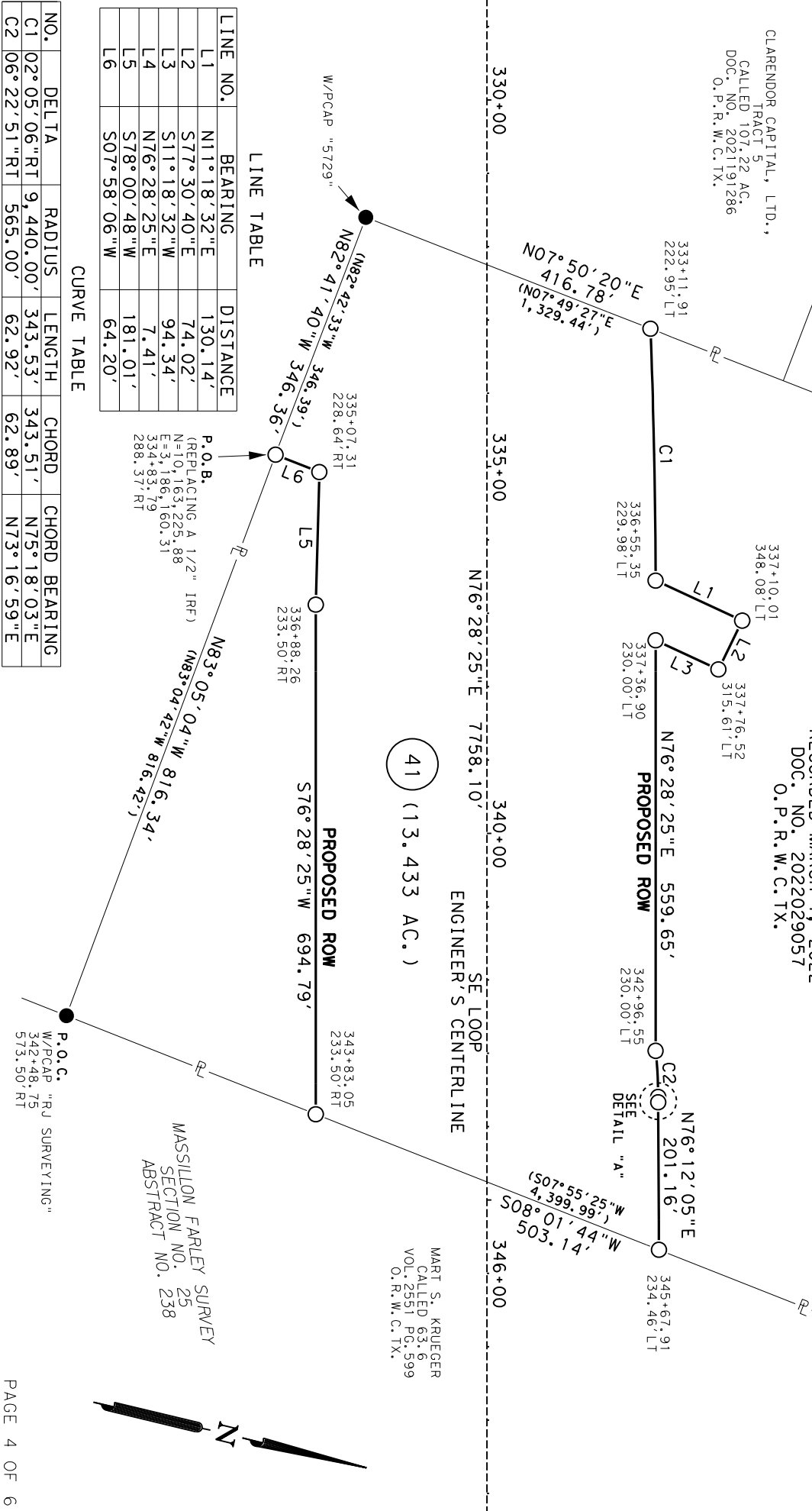
CLARENDOR CAPITAL, LTD.,
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
O.P.R.W.C.TX.

41 (13.433 AC.)

ENGINEER'S CENTERLINE

SE LOOP

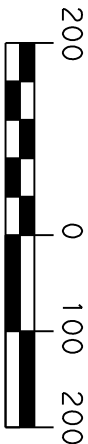
MART S. KRUEGER
CALLED 63.8
VOL. 2551 PG. 599
O.P.R.W.C.TX.



LINE NO.	BEARING	DISTANCE
L1	N11°18'32"E	130.14'
L2	S77°30'40"E	74.02'
L3	S11°18'32"W	94.34'
L4	N76°28'25"E	7.41'
L5	S78°00'48"W	181.01'
L6	S07°58'06"W	64.20'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°05'06"RT	9,440.00'	343.53'	343.51'	N75°18'03"E
C2	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

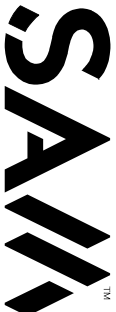


GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC. LEFT
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REF. FIELD NOTE NO. 49156
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585, 141 SQ. FT.)

MASSILLON FARLEY SURVEY
SECTION NO. 25
ABSTRACT NO. 238

EXHIBIT "A"

SCHEDULE B:

- THIS SURVEY HEREON WAS PREPARED IN CONDUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159153, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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.):
1. INGRESS/EGRESS EASEMENT TO AND FROM WATER WELL, AS DESCRIBED IN VOLUME 232, PAGE 91 AND VOLUME 259, PAGE 176, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 351, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 597, PAGE 991, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
4. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
5. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 8, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
6. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 828, PAGE 128 AND ASSIGNED IN VOLUME 848, PAGE 291, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
7. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 830, PAGE 364, DEED RECORDS; AND BEING FURTHER AFFECTED BY SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT RECORDED IN VOLUME 2174, PAGE 461, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015079038, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
9. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015090545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
10. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2015100565, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2016072554, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION ACCEPTING THE PETITION OF CERTAIN PROPERTY OWNERS TO BE INCLUDED IN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF HUTTO OF RECORD IN VOLUME 885, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN TEMPORARY WORK SPACE AGREEMENT DATED MAY 21, 1992, AS EVIDENCED BY SUBORDINATION OF LIEN TO A GRANT OF EASEMENT AND TEMPORARY WORK SPACE DATED NOVEMBER 13, 1992, RECORDED IN VOLUME 2220, PAGE 803, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
14. SUBJECT TO ANY AND ALL RIGHTS AND PRIVILEGES EXISTING OR WHICH MAY LATER EXIST BY VIRTUE OF THAT PORTION OF THE PROPERTY BEING USED AS A CEMETERY; INCLUDING, BUT NOT LIMITED TO THE RIGHTS TO SEPULCHER AND INTERMENT AND TO THE RIGHTS OF INGRESS AND EGRESS IN AND TO THE SAID CEMETERY; AS DISCLOSED BY DEED DATED SEPTEMBER 24, 1902, RECORDED IN VOLUME 102, PAGE 307, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
15. 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 AS HEREIN DEFINED.
16. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
17. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

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REF. FIELD NOTE NO. 49156

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EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC.	LEFT
					3.988 AC.	RIGHT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41

13.433 AC. (585, 141 SQ. FT.)

LEGEND

EXHIBIT "A"

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

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159153, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * AREA CALCULATED BY SAM, LLC.

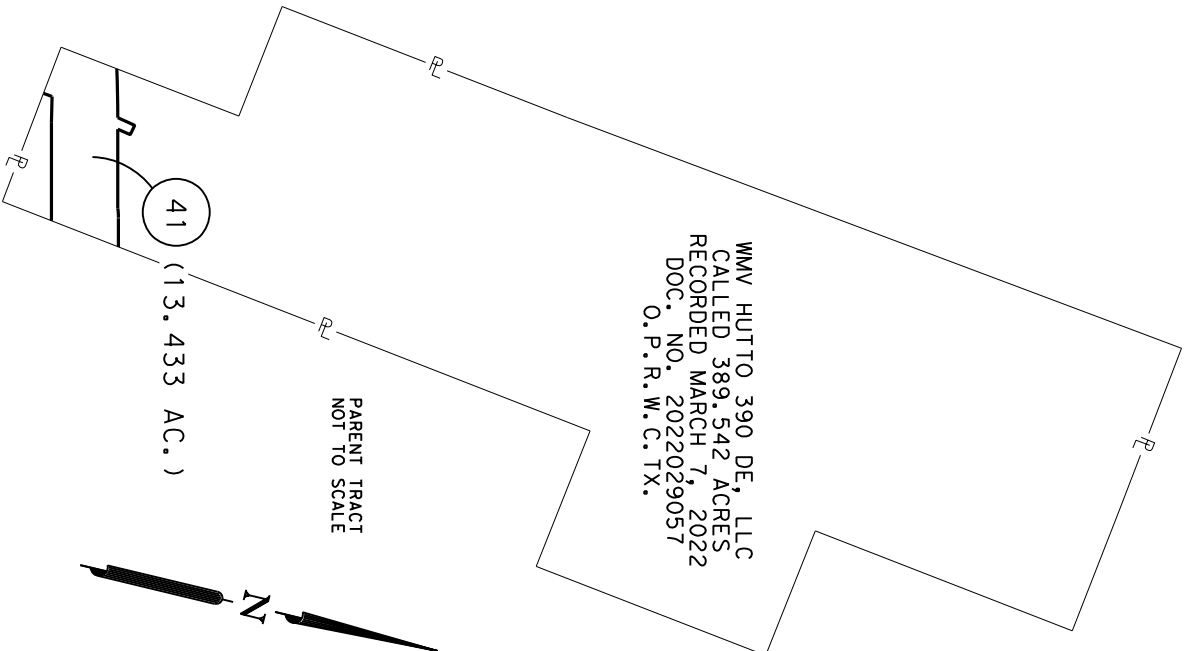
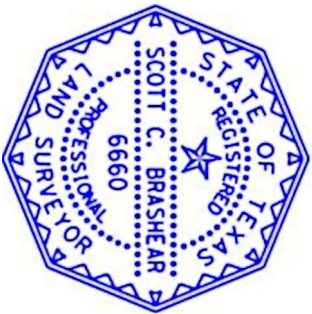
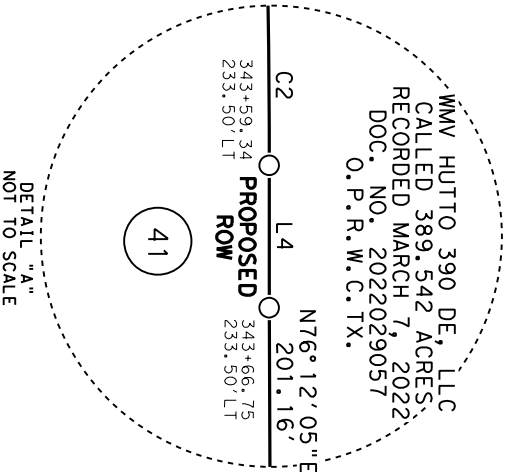
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE: \\sami\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\PLAT\01P-41.dgn

Scott C. Brashear

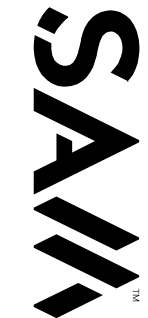
9/27/2022

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

DATE



EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585, 141 SQ. FT.)

EXHIBIT "B"

EXHIBIT "B"

GABRIEL M. ESPINO
AND MIRNA ESPINO
CALLED 9.996 ACRES
DOC. NO. 2018067712
O.P.R.W.C.TX.

WMV HUTO 390 DE, LLC
CALLED 389.542 ACRES
RECORDED MARCH 7, 2022
DOC. NO. 2022029057
O.P.R.W.C.TX.

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

MART S. KRUEGER
CALLED 63.8
VOL. 2551 PG. 599
O.P.R.W.C.TX.

MASSILLON FARLEY SURVEY
SECTION NO. 25
ABSTRACT NO. 238

P.O.C. "RJ SURVEYING"
W/PCAP "5729"
342+48.75
573.50' RT

FILE: \\sominc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\ P4101\ P41dgn REF. FIELD NOTE NO. 49156
PAGE 4 OF 6

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N11°18'32"E	130.14'
L2	S77°30'40"E	74.02'
L3	S11°18'32"W	94.34'
L4	N76°28'25"E	7.41'
L5	S78°00'48"W	181.01'
L6	S07°58'06"W	64.20'

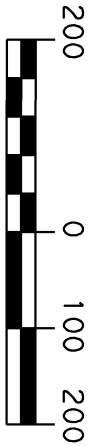
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°05'06"RT	9,440.00'	343.53'	343.51'	N75°18'03"E
C2	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

3.998 ac. remainder to be
purchased by County

SE LOOP
ENGINEER'S CENTERLINE

41 (13.433 AC.)



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585, 141 SQ. FT.)

EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC. LEFT
				REMAINING	3.988 AC. RIGHT

EXHIBIT "C"

Parcel 41 + 41R

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 **WMV HUTTO 390 DE, 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 those certain tracts or parcels 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 13.433 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41**); and

All of that certain 3.988 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 41R**);

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 and/or the State of 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 Grantee's roadway improvements and related facilities.

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

The Property described in Exhibit "A" to this deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

WMV HUTTO 390 DE, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

 $\mathcal{S}$

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 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: