

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SWINDOLL INVESTMENTS, LP** (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 4.091 acre (178,215 square foot) tract of land, out of and situated in the Mathias Wilbarger Survey, Section No. 15, Abstract No. 663, and the William Gatlin Survey, Section No. 23, Abstract No. 271, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 44**);

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, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SIX HUNDRED THOUSAND and 00/100 Dollars (\$600,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.03. As additional compensation for the purchase of the Property, Purchaser shall deliver as part of the Closing of this transaction an executed Permit for Pass Across County Roadway document (the "Permit") in the form as set out in Exhibit "B" attached hereto and incorporated 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 best of Seller's knowledge:

(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 May 31, 2023, 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 the right of way 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.

(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 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 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”.

- (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.
- (b) Deliver the executed Permit.

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) 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.

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 June 1, 2023 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 roadway 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:

SWINDOLL INVESTMENTS, LP

By: Darlene Swindoll Hello

Address: 8518 Cahill Dr #37

Name: Darlene Swindoll Hello

Austin TX 78729

Its: President

Date: 4-25-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: *Bill Gravell*
Bill Gravell (May 3, 2023 09:43 CDT)
Bill Gravell, Jr.
County Judge

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

Date: May 3, 2023

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Tax ID: R311807, R311809
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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October 20, 2022

PROPERTY DESCRIPTION FOR PARCEL 44

DESCRIPTION OF A 4.091 ACRE (178,215 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, AND THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWELVE IN A DEED TO SWINDOLL INVESTMENTS LP, RECORDED DECEMBER 30, 2008 IN DOCUMENT NO. 2008093458, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND A PORTION OF A REMAINDER OF A CALLED 10 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SWINDOLL INVESTMENTS LP, RECORDED MAY 10, 2017 IN DOCUMENT NO. 2017041967, O.P.R.W.C.TX.; SAID 4.091 ACRE (178,215 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 5/8-inch iron rod found 684.94 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 237+66.71 on the existing west right-of-way line of C.R. 163, a variable width right-of-way, no record information found, for the most easterly southeast corner of a remainder of a called 62.136 acre tract of land, described in a deed to Brookland Partners Ltd., recorded in Document No. 2017023816, O.P.R.W.C.TX., same being the northeast corner of said Tract Twelve;

THENCE, with the existing west right-of-way line of said C.R. 163, the following two (2) courses and distances:

S 07°06'19" W, a distance of 704.08 feet to a calculated point, and

S 08°20'19" W, a distance of 65.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,472.32, E=3,176,842.49) set 147.00 feet left of Southeast Loop E.C.S. 232+15.85 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 08°20'19" W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the existing west right-of-way line of said C.R. 163, a distance of 429.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 229+02.68 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE, departing the existing west right-of-way line of said C.R. 163, with the proposed south right-of-way line of said Southeast Loop, over and across said Tract Twelve, the following two (2) courses and distances numbered 2-3:

- 2) S 51°31'50" W, a distance of 135.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 227+67.59, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right, and

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Tax ID: R311807, R311809
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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October 20, 2022

- 3) With said curve to the right, an arc distance of 256.30 feet, through a delta of $06^{\circ}03'47''$, having a radius of 2,422.00 feet, and a chord that bears $S\ 54^{\circ}33'43''\ W$, a distance of 256.18 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 in the center of Brushy Creek, for the southwest corner of the parcel described herein;

THENCE, departing the proposed south right-of-way line of said Southeast Loop, with the centerline of said Brushy Creek, the following four (4) courses and distances numbered 4-7:

- 4) $N\ 58^{\circ}22'32''\ W$, a distance of 34.49 feet to a calculated point, for an angle corner of the parcel described herein,
- 5) $N\ 60^{\circ}06'39''\ W$, a distance of 46.15 feet to a calculated point, for an angle corner of the parcel described herein,
- 6) $N\ 57^{\circ}59'10''\ W$, a distance of 63.37 feet to a calculated point, for an angle corner of the parcel described herein, and
- 7) $N\ 58^{\circ}42'55''\ W$, a distance of 189.79 feet to a calculated point 147.00 feet left of Southeast Loop E.C.S. 223+68.46 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 left;

THENCE, departing the centerline of said Brushy Creek, with the proposed north right-of-way line of said Southeast Loop, over and across said Swindoll Investments LP tracts, the following two (2) courses and distances numbered 8-9:

- 8) With said curve to the left, an arc distance of 373.35 feet, through a delta of $10^{\circ}03'08''$, having a radius of 2,128.00 feet, and a chord that bears $N\ 56^{\circ}33'24''\ E$, a distance of 372.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 227+67.59, for an angle corner of the parcel described herein, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
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October 20, 2022

- 9) N 51°31'50" E, a distance of 448.26 feet to the **POINT OF BEGINNING**, and containing 4.091 acres (178,215 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 §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

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



Sent C.R. 10/20/2022

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

EXHIBIT "A"

ENGINEER'S CENTERLINE
CURVE DATA
PI Std 219+09.65
N = 101.158, 480.19
E = 3,175.830, 14
Δ = 45°49'27" (LT)
D = 02°31'07"
L = 1,819.51'
T = 961.56'
R = 2,275.00'
PC Std 209+48.08
PT Std 227+67.59

WILLIAM GATLIN SURVEY
SECTION NO. 23, ABSTRACT NO. 271

SWINDOLL INVESTMENTS LP
REMAINDER OF A CALLED 10.0 AC.
RECORDED MAY 10, 2017
DOC. NO. 2017041967
O.P.R.W.C. TX.

SWINDOLL INVESTMENTS LP
TRACT TWELVE
CALLED 10 ACRES
RECORDED DECEMBER 30, 2008
DOC. NO. 2008093458
O.P.R.W.C. TX.

BROOKLAND PARTNERS LTD
REMAINDER OF A CALLED 62.136 ACRES
DOC. NO. 2017023816
O.P.R.W.C. TX.

P.O.B.
N=10,159,472.32
E=3,176,842.49
232+15.85
147.00' LT

P.O.C.
5/8"
237+66.71
684.94' LT

CONREEN CANTLEY
CALLED 6.298 AC.
DOC. NO. 2021038593
O.P.R.W.C. TX.

JG FAMILY TRUST
REMAINDER OF A
CALLED 22.457 AC.
DOC. NO. 1996058337
O.P.R.W.C. TX.

MATHIAS WILBARGER SURVEY
SECTION NO. 15, ABSTRACT NO. 663

APPROXIMATE LOCATION OF
CENTERLINE OF
BRUSHY CREEK

SOUTHEAST LOOP
ENGINEER'S CENTERLINE 230+00

44 (4.091 AC.)

EXISTING ROW
(VARIABLE C.R. 163
NO RECORD INFORMATION FOUND
151°08'00"W 789.16'
508°20'19"W 429.55'
EXISTING ROW
N51°31'50"E
4,121.19'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°06'19"W	704.08'
(L1)	(S09°54'00"W)	(704.10')
L2	S08°20'19"W	65.88'
L3	S51°31'50"W	135.09'
L4	N58°22'32"W	34.49'
L5	N60°06'39"W	46.15'
L6	N57°59'10"W	63.37'
L7	N58°42'55"W	189.79'

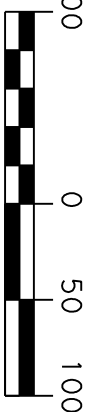
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°03'47"RT	2,422.00'	256.30'	256.18'	S54°33'43"W
C2	10°03'08"LT	2,128.00'	373.35'	372.87'	N56°33'24"E

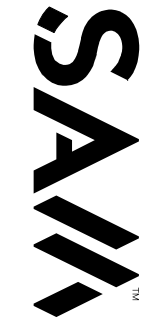
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REF. FIELD NOTE NO. 49148

EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	9.846 AC. LEFT
				REMAINING	1.062 AC. RIGHT



GRAPHIC SCALE
SCALE: 1" = 100'
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
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159156, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 15, 2022, AND ISSUED DATE FEBRUARY 25, 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. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
2. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 235, PAGE 189 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 601 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 558 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 299, PAGE 446 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
6. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 372, PAGE 306 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
7. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 390, PAGE 27 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 624, PAGE 265 AND VOLUME 624, PAGE 267 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED. (LOAN POLICY ONLY)
10. 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 HUTO OF RECORD IN VOLUME 888, PAGE 609 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
11. ALL TERMS AND CONDITIONS CONCERNING THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF) AS DESCRIBED IN THAT AFFIDAVIT OF RECORD IN VOLUME 1346, PAGE 54 AND VOLUME 1352, PAGE 524 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. AN OIL, GAS, AND MINERAL LEASE DATED DECEMBER 30, 1981 EXECUTED BY ANNIE M. SWINDOLL, G.W. AND NANETTE SWINDOLL AND JAMES A. AND MARGARET ANN CRISLIP AS LESSOR TO AND WITH LOGOS OIL INC. AS LESSEE AND RECORDED IN VOLUME 862, PAGE 932 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

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).

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND 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 MINERAL INTEREST THAT ARE NOT LISTED.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT 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)

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REF. FIELD NOTE NO. 49148

EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	9.846 AC. LEFT
				REMAINING	1.062 AC. RIGHT



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
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE 1 CONCRETE MONUMENT FOUND
- ◼ TXDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ◻ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. 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 TITLE RESOURCES GUARANTY COMPANY, OF NO. T-159156, EFFECTIVE DATE FEBRUARY 15, 2022, AND ISSUED DATE FEBRUARY 25, 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, WIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
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

EXHIBIT "A"

JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
CALLED 5.097 AC.
DOC. NO. 2017062412
O.P.R.W.C.TX.

A

SWINDOLL INVESTMENTS LP
REMAINDER OF A CALLED 10.0 AC.
RECORDED MAY 10, 2017
DOC. NO. 2017041967
O.P.R.W.C.TX.

SWINDOLL INVESTMENTS LP
TRACT TWELVE
CALLED 10 ACRES
RECORDED DECEMBER 30, 2008
DOC. NO. 2008093458
O.P.R.W.C.TX.

PARENT TRACT
NOT TO SCALE

PROPOSED ROW

44 (4.091 AC.)

PROPOSED ROW

EXISTING ROW
C.R. 163

CENTERLINE OF
BRUSHY CREEK



EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	9.846 AC. LEFT	REMAINING	1.062 AC. RIGHT
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PAGE 6 OF 6
REF. FIELD NOTE NO. 49148



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
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

10/20/2022

DATE

EXHIBIT "B" TO CONTRACT

PERMIT FOR PASS ACROSS COUNTY ROADWAY

(ALL ROADWAY CLASSES)

PLEASE PRINT OR TYPE INFORMATION

DATE PERMIT ISSUED

Southeast Loop (Segment 2)
ROADWAY IDENTIFICATION

PERMIT NUMBER

Sta. 11230+25 to Sta. 11231+50
APPROX. ROADWAY BASELINE STA. OF CROSSING

From CR 137 to CR 404
LOCATION OF SUBJECT ROADWAY

List any attachments or items referenced such as "Engineering Estimates," Plans", "Drawings" or "Specification Items."

Exhibit "A": Southeast Loop Segment 2 Phase 1 Roadway Plan & Profile Sheet with Pass Right Span Crossing Location identification

Williamson County, Texas, hereinafter called "County", hereby authorizes the use and maintenance of a Pass under the subject roadway to:

SWINDOLL INVESTMENTS LP
NAME OF GRANTEE

AREA CODE

TELEPHONE NUMBER

8518 Cahill Drive, #37
ADDRESS

Austin Texas 78729
CITY STATE ZIP

The following County Representative will be notified forty-eight (48) hours prior to starting any construction in or affecting County right of way or property.

Williamson County Engineer

512-943-3330
COUNTY TELEPHONE NUMBER

3151 S.E. Inner Loop, Suite B
COUNTY ADDRESS

Georgetown, Texas 78626
CITY STATE ZIP

The permit is subject to the following conditions:

1. The design or use of this Pass will be in conformance with County policies, plans and specifications approved by County.
2. All work in the County right of way in connection with the construction, maintenance, and any future modifications of the Pass will be approved and supervised by County.
3. The Grantee will hold harmless County and its agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
4. The Grantee shall have no right of assignment whatsoever to the whole or any part of the Pass without prior written approval from the County, which shall not be unreasonably withheld, conditioned, or delayed, nor to erect any improvements thereon other than those listed within this Permit.
5. It is expressly understood that the use and maintenance of this Pass shall be limited to use as an unpaved pedestrian and passenger vehicle and/or animal crossing under the elevated portions of the proposed Southeast Loop facility main lanes and any frontage roads, should such be constructed, in the location as described herein and/or as shown in the attached Exhibit "A", and shall expire upon the cessation of use by said Grantee and will be subject to such regulations as are determined by the County to be necessary in the interest of public safety and in compliance with approved engineering principles and practice.
6. Grantee shall provide fences, gates and cattle guards as required by the County to pass livestock or other animals across the County right of way.
7. The Grantee shall at all times allow access and egress to the Pass by the County for necessary inspection and maintenance of any facility or other such activities as may be required within the roadway right of way. The County will also be solely responsible for determining what amount of maintenance and repair is routine maintenance for which the County is responsible and what portion of maintenance and repair is attributed to use by the Grantee for which the Grantee is responsible.
8. It is agreed and understood that said Pass shall not be used as an access to present or future residential and/or commercial development.
9. It is expressly understood that County does not purport hereby to grant any right, claim, title, or easement in or upon this roadway, and it is further understood that County may terminate this permit if it is determined by the Williamson County Engineer that it interferes or conflicts with the operation, maintenance, use or safety of the roadway or any other property owned by the County, its successors or assigns, or that Grantee failed to comply with any term of this agreement, if such defect or failure is not adequately cured by Grantee within thirty (30) days following written notice of such defect and potential termination, subject to extensions by County.

10. Should disputes arise as to the parties' obligations, the County's decision shall be final and binding.
11. This Permit becomes effective when signed by the County and shall continue through perpetuity unless modified by mutual agreement of both parties or unless terminated by the County as hereinafter provided.

I, the undersigned, hereby agree to comply with the terms and conditions set out in this permit for installation, maintenance, operation and/or use of a Pass across county road right of way.

SIGNATURE OF GRANTEE

DATE OF SIGNATURE

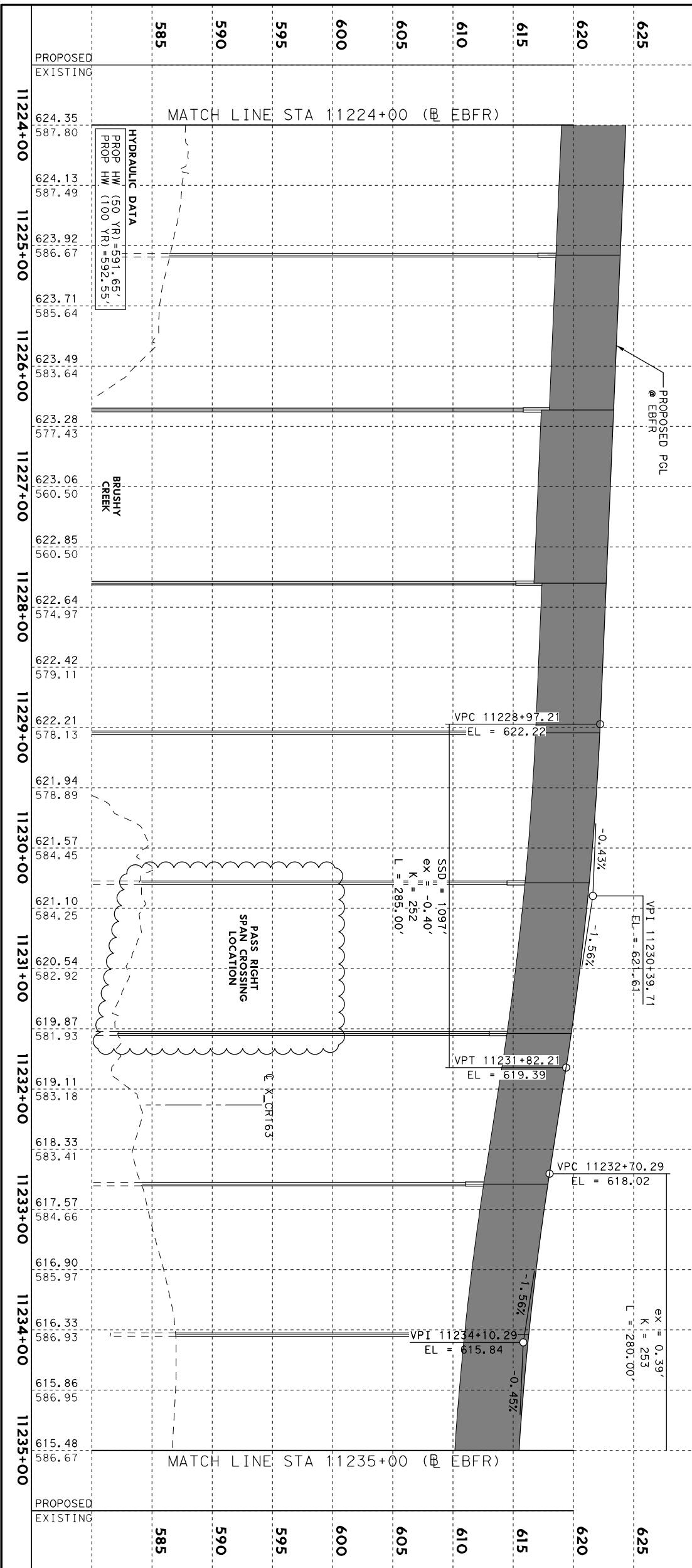
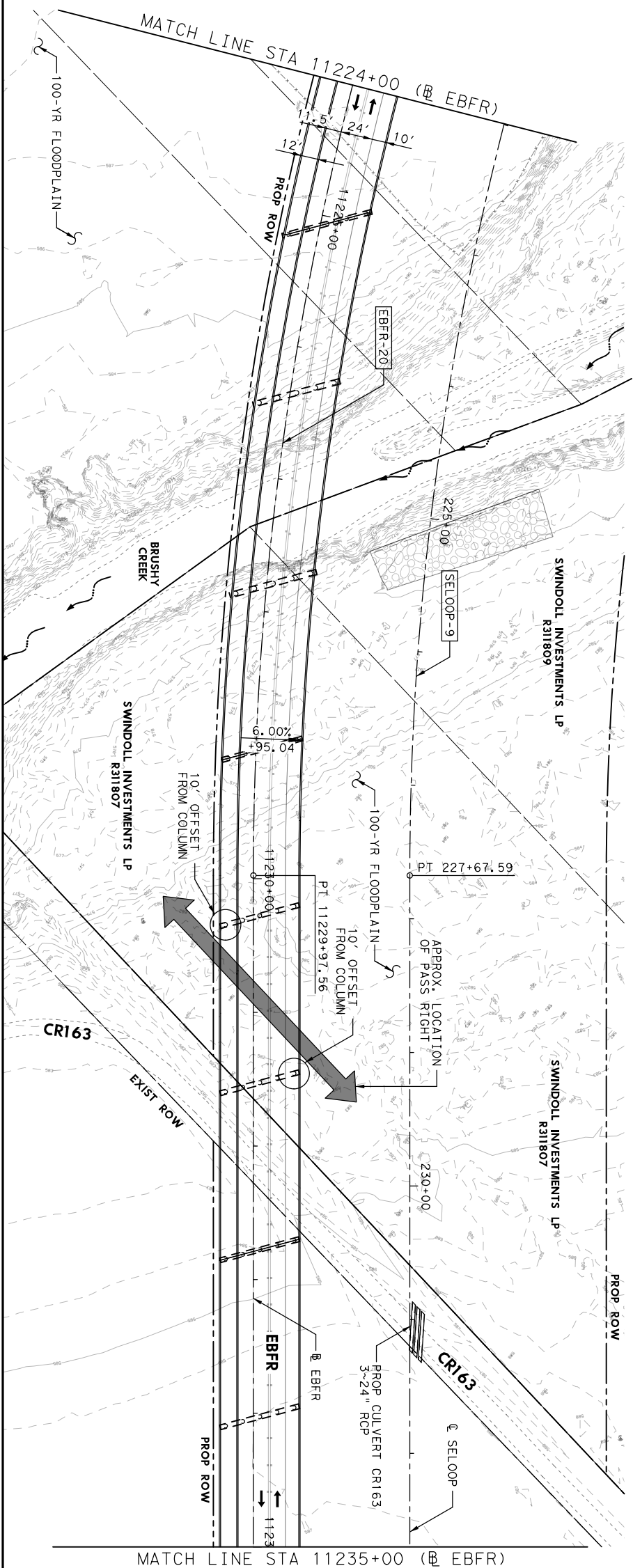
SIGNATURE OF WITNESS

DATE OF SIGNATURE

SIGNATURE OF WILLIAMSON COUNTY ENGINEER

DATE OF SIGNATURE

EXHIBIT "A" TO PERMIT FOR PASS



LEGEND

- XXXXX-X
CURVE ID LABEL
2" OVERLAY
EXISTING LANE
PROPOSED LANE
PROPOSED RETAINING WALL
EXISTING ROW
PROPOSED ROW

NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF CURB NOMINAL FACE OF RAIL, OR EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
2. PASS SHALL BE UNPAVED AND SHALL MAINTAIN A MINIMUM BUFFER OF 10' TO PROPOSED BRIDGE COLUMNS.

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES

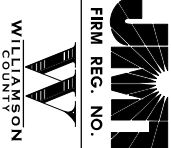
JNT
TBE FIRM REG. NO. F-16341

ENGINEER: RYAN G. FRIESENHAHN

P.E. NO.: 127743 DATE: 2/10/23

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TBPE FIRM REG. NO. F-16341



SOUTHEAST LOOP SEGMENT 2 PHASE 1 EASTBOUND FRONTAGE ROAD ROADWAY PLAN & PROFILE

STA 11224+00 TO STA 11235+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
JMT1			SE LOOP
GRAHARTS	STATE	DISTRICT	SHEET NO.
JMT	TEXAS		1
JMT	CONTROL	SECTION	
CHECK		JOB	
JMT			

EXHIBIT "C" TO CONTRACT

DEED

Southeast Loop (Section 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 **SWINDOLL INVESTMENTS LP**, 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"):

A 4.091 ACRE (178,215 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, AND THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS.; SAID PARCEL AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN **(PARCEL 44)**.

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 the proposed roadway and related facilities upon the Property.

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 _____, 2023.

[signature page follows]

GRANTOR:

SWINDOLL INVESTMENTS LP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023
by _____, the _____ of Swindoll Investments LP, in
the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

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