

**REAL ESTATE CONTRACT**  
East Wilco Highway Segment 2

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD., AND SPARROW FIELDS PROPERTIES, LTD.**, (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:

fee simple in and to all of that certain 26.005 acres (1,132,778 square foot) tract of land, out of and situated in the Massillon Farley Survey, Section No. 25, Abstract No. 238, and the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 47**); and

grading temporary construction easement interest only in that certain 0.157 acre (6,835 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 47TCE Part 1-2**);

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

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The gross Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller as a result of this acquisition, shall be the sum of THREE MILLION SIX HUNDRED THOUSAND and 00/100 Dollars (\$3,600,000.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes between the parties which was recorded as Document No. 2022124759 of the Official Records of Williamson County, Texas, Purchaser has previously paid Seller the amount of THREE MILLION SIXTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR and 00/100 Dollars (\$3,065,144.00), which amount was to be credited against the final purchase price or settlement amount for acquisition of the Property.

**Therefore, the net portion of the Purchase Price now due and owing from Purchaser at closing is FIVE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SIX and 00/100 Dollars (\$534,856.00).**

#### Payment of Purchase Price and Additional Compensation

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

#### Special Provisions

2.03. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the remaining property of Seller outside of the Property conveyed herein ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow final permitted drive locations from the proposed Southeast Loop/East Wilco Highway facility (the "*Project*") to each side of Seller's Other Property in the locations approximately as shown on Exhibit "B". Provided the Seller's proposed driveways satisfy the written Access Rules at the time of the application, Williamson County agrees to permit driveways at least in the locations shown on Exhibit "B". Williamson County further agrees to divide its retention pond at approximately STA 318+50 as shown on Exhibit "E" to accommodate the Seller's planned driveway. Any driveway permit sought by Seller for access to Seller's Other Property to the Project shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules or other applicable regulatory jurisdiction governing the Seller's Other Property, including but not limited to a possible right/left turn deceleration lane. If and when the Project is expanded to additional lanes or other divided frontage road design segment, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "*Right Turn Requirements*"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of the proposed divided frontage road configuration (the "*Project Expansion*") with any application for driveway permit before the Project Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Project Expansion. This paragraph shall survive closing and the agreements made in this paragraph are additional consideration for the transaction contemplated 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 October 15, 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) a duly executed and acknowledged Special Warranty Deed ("Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and (b) a duly executed and acknowledged Grading Temporary Construction Easement ("Easement") to the portion of the Property described in Exhibit "B"; conveying such stated interests in the Property to Purchaser free and clear of any and all monetary liens and restrictions, except for the following:

- (i) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (ii) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (iii) 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. The Easement shall be in the form as shown in Exhibit "D" 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;
  - (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) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.
- (4) 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 and Additional Compensation.

### Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee simple 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) Special Warranty 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.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

**(a)PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE,**

**COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;**

**(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.**

**(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND**

**(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.**

*[signature pages follow]*



**SELLER:**

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: CA Walsh

Address: \_\_\_\_\_

Name: Clayton Walther

Title: Member Manager

Date: 9-22-23

**SELLER:**

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties, GP, LLC, its General Partner

By: Debra Foster

Name: Debra Foster

Title: Member Manager

Date: 9-22-23

**SELLER:**

CLARENDOR CAPITAL, LTD.

By: <sup>dm</sup>Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris


Name: Sharon Morris

Title: Member Manager

Date: 9-22-2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell Jr. (Oct 19, 2023 10:27 CDT)  
Bill Gravell, Jr.  
County Judge

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

Date: Oct 19, 2023

EXHIBIT "A"

County: Williamson  
Parcel No.: 47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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September 14, 2022

**PROPERTY DESCRIPTION FOR PARCEL 47**

DESCRIPTION OF A 26.005 ACRE (1,132,778 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, AND THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD. IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD. IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 26.005 ACRE (1,132,778 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 Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

**THENCE** N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 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 **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following seven (7) courses and distances numbered 1-7:

- 1) S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74, for the southeast corner of the parcel described herein,
- 2) S 79°14'40" W, passing at a distance of 603.26 feet a calculated point 299.95 feet right of Southeast Loop E.C.S. 328+65.19, for the beginning of a Control of Access (C.O.A.), passing at a distance of 1,054.93 feet a calculated point 278.12 feet right of Southeast Loop E.C.S. 324+14.05, for the end of a C.O.A., and continuing for a total distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,
- 3) N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,

EXHIBIT "A"

County: Williamson  
Parcel No.: 47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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September 14, 2022

- 4) With said curve to the left, an arc length of 59.79 feet, through a delta of  $00^{\circ}21'55''$ , having a radius of 9,380.00 feet, and a chord which bears  $S 76^{\circ}39'22'' W$ , a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01,
  - 5)  $S 76^{\circ}28'25'' W$ , passing at a distance of 628.74 feet a calculated point 175.00 feet right of Southeast Loop E.C.S. 316+10.27, for the beginning of a C.O.A., and continuing for a total distance of 1,542.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left,
  - 6) With said curve to the left, an arc length of 38.45 feet, through a delta of  $00^{\circ}14'05''$ , having a radius of 9,380.00 feet, and a chord which bears  $S 76^{\circ}21'22'' W$ , a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the end of a C.O.A, and
  - 7)  $S 41^{\circ}41'34'' W$ , a distance of 171.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 273.13 feet right of Southeast Loop E.C.S. 305+17.03 on the existing east right-of-way line of County Road (C.R.) 134, a variable width right-of-way, no record information found, for the southwest corner of the parcel described herein;
  - 8) **THENCE**  $N 07^{\circ}46'20'' E$ , departing the proposed south right-of-way line of said Southeast Loop, with the existing east right-of-way line of said C.R. 134, a distance of 480.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+91.73 on the proposed north right-of-way line of 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 existing east right-of-way line of said C.R. 134, with the proposed north right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following nine (9) courses and distances numbered 9–17:
- 9) With said curve to the left, an arc length of 4.91 feet, through a delta of  $00^{\circ}01'48''$ , having a radius of 9,380.00 feet, and a chord which bears  $N 76^{\circ}29'19'' E$ , a distance of 4.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+96.64,
  - 10)  $N 76^{\circ}28'25'' E$ , passing at a distance of 1,299.75 feet a calculated point 175.00 feet left of Southeast Loop E.C.S. 319+96.40, for the beginning of a C.O.A., and continuing for a total distance of 1,361.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 320+57.69,
  - 11)  $N 48^{\circ}04'31'' W$ , a distance of 121.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 319+88.83,
  - 12)  $N 76^{\circ}28'25'' E$ , a distance of 510.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 324+98.83,



EXHIBIT "A"

County: Williamson  
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- 13) S 48°04'31" E, a distance of 55.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.54 feet left of Southeast Loop E.C.S. 325+30.13, said point being the beginning of a curve to the left,
- 14) With said curve to the left, passing at an arc distance of 241.40 feet a calculated point 240.20 feet left of Southeast Loop E.C.S. 327+71.29, for the end of a C.O.A., and continuing for a total arc length of 358.21 feet, through a delta of 02°11'59", having a radius of 9,330.00 feet, and a chord which bears N 73°35'08" E, a distance of 358.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 247.59 feet left of Southeast Loop E.C.S. 328+87.87,
- 15) S 48°04'31" E, a distance of 58.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.81 feet left of Southeast Loop E.C.S. 329+20.77, said point being the beginning of a curve to the left,
- 16) With said curve to the left, an arc length of 34.93 feet, through a delta of 00°12'48", having a radius of 9,380.00 feet, and a chord which bears N 72°11'56" E, a distance of 34.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet left of Southeast Loop E.C.S. 329+55.60, said point being the beginning of a curve to the right, and
- 17) With said curve to the right, an arc length of 356.92 feet, through a delta of 02°09'59", having a radius of 9,440.00 feet, and a chord which bears N 73°10'31" E, a distance of 356.90 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 common line of said 389.542 acre tract and said 107.22 acre tract, for the northeast corner of the parcel described herein;

**THENCE** departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 389.542 acre tract and said 107.22 acre tract, the following two (2) courses and distances numbered 18-19:

- 18) S 07°50'20" W, a distance of 416.78 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, and

**THIS SPACE INTENTIONALLY LEFT BLANK**



EXHIBIT "A"

APPROXIMATE SURVEY  
— LINE — LOCATION



NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'55" (LT)	9,380.00'	59.79'	59.79'	S76°39'22"W
C4	02°11'59" (LT)	9,330.00'	358.21'	358.19'	N73°35'08"E
C5	00°12'48" (LT)	9,380.00'	34.93'	34.93'	N72°11'56"E
C6	02°09'59" (RT)	9,440.00'	356.92'	356.90'	N73°10'31"E

## CURVE TABLE

<b>EXISTING</b>	107.22 AC.	<b>ACQUIRE</b>	26.005 AC.	<b>REMAINING</b>	43.099 AC. RIGHT
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REF. FIELD NOTE NO. 49170

SAI<sup>TM</sup>

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
"SPARROW FIELDS"  
PROPERTY, LTD.,  
"SPARROW FIELDS"  
PROPERTY, LTD.,  
& CLARENDON CAPITAL, LTD.  
TAX ID: R620630  
PARCEL 47  
26.005 AC. (1,132,778 SQ. FT.)

26.005 AC. (1,132,778 SQ. FT.)

# EXHIBIT "A"

C.R. 134  
(VARIABLE WIDTH R.O.W.)  
(NO RECORD INFORMATION FOUND)

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	S76°28'25"W	1,542.37'
L4	S41°41'34"W	171.88'

JAMES HICKMAN  
SURVEY NO. 24  
ABSTRACT NO. 291

N76°28'25"E  
510.00'

N48°04'31"W  
121.41'

N76°28'25"E 1,361.04'

1,299.75'

PROPOSED ROW

BEGIN COA  
319°56'40"  
175.00' LT

N76°28'25"E  
7,758.10'

310+00

315+00

320+00

SE LOOP  
ENGINEER'S CENTERLINE

47 (26.005 AC.)

MATCH LINE SHEET 5 OF 8

L3

PROPOSED ROW

BEGIN COA  
316°10'27"  
175.00' RT

913.63'

628.74'

EXISTING ROW

305+17.03  
273.13' RT

L4

C2

END COA  
306°58'20"  
175.08' RT

306°56'64"  
175.00' RT

EXISTING ROW

305+17.03  
273.13' RT

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	00°14'05" (LT)	9,380.00'	38.45'	38.45'	S76°21'22"W

A



WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03EXHIBITS\47\PLAT\03P-47-R1.2.dgn

PAGE 6 OF 8  
REF. FIELD NOTE NO. 49170

**SAM**

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

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC. LEFT
				43.099 AC. RIGHT	

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF

BIGSKY CAPITAL, LTD., SPARROW FIELDS  
PROPERTIES, LTD.,  
& CLARENDON CAPITAL, LTD.

TAX ID: R620630  
PARCEL 47


26.005 AC. (1,132,778 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONDUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 29, 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. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, 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 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 202119750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
8. 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.
9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS, THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
12. 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.
13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
14. 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)

FILE:\\samInc\AUS\PROJECTS\1021061125\100\Survey\03\enb\bits\47\PLAT\03P-47-R1-2 .dgn

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC. LEFT
<div>  <div> 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 <small>Texas Firm Registration No. 10064300</small> </div> </div>					
<div> RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., &amp; CLARENDOR CAPITAL, LTD. TAX ID: R620630 PARCEL 47 </div>					
				REMAINING	43.099 AC. RIGHT

BIGSKY CAPITAL, LTD. (2.863333%)

TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191281  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)

TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191282  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.

(2.863333%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191283  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.

(30.470%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191284  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.

(2.863334%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191285  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.

(30.470%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191286  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.



# 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
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊕ 80D NAIL FOUND
- ⊗ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- ⊗ CALCULATED POINT
- ⊗ 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.E.D. 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
- ⊗ DEED LINE (COMMON OWNERSHIP)
- ⊗ DISTANCE NOT TO SCALE

## 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-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 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, MIRAMIRAN & 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*

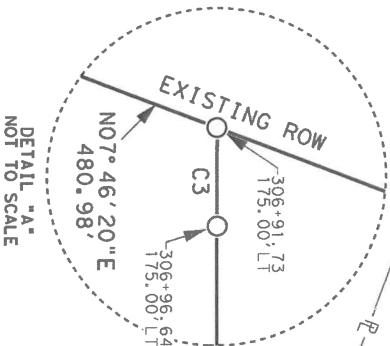
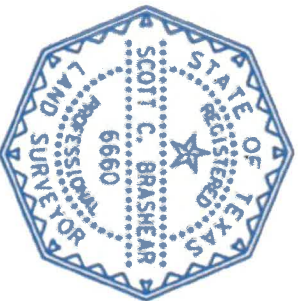
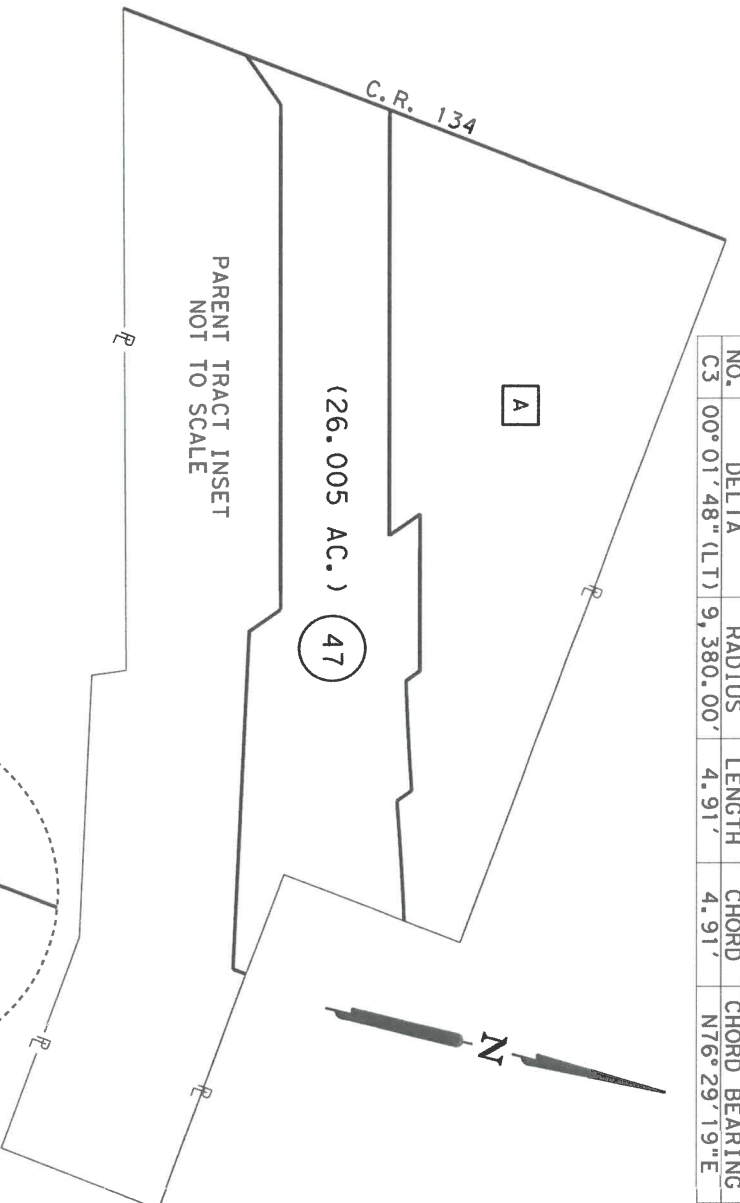
9/14/2022

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

DATE

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00° 01' 48" (LT)	9,380.00'	4.91'	4.91'	N76° 29' 19" E



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03EXhibits\47\PLAT\03P-47-R1-2.dgn

PAGE 8 OF 8  
REF. FIELD NOTE NO. 49170

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC. LEFT
				REMAINING	43.099 AC. RIGHT

**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  
BIGSKY CAPITAL, LTD., SPARROW FIELDS  
& CLARENDON CAPITAL, LTD.  
TAX ID: R620630  
PARCEL 47  
26.005 AC. (1,132,778 SQ. FT.)

EXHIBIT "A-1"

County: Williamson  
Parcel No.: TCE-47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 10  
September 14, 2022

**PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 47**

**Part 1- 0.028 ac. (1,237 sq. ft.)**

DESCRIPTION OF A 0.028 ACRE (1,237 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 0.028 ACRE (1,237 SQ. FT.) EASEMENT, 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 113.6 acre tract of land, described in a deed to Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

**THENCE** N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 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) 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;

**THENCE** departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances:

S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74,

S 79°14'40" W, a distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15, and

N 48°04'31" W, a distance of 110.07 feet to a calculated point (Surface Coordinates: N=10,163,050.61, E=3,184,990.80) 185.24 feet right of Southeast Loop E.C.S. 323+05.72, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the left;

EXHIBIT "A-1"

County: Williamson  
Parcel No.: TCE-47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 10  
September 14, 2022

**THENCE** departing the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 1–3:

- 1) With said curve to the left, an arc length of 66.71 feet, through a delta of 00°24'29", having a radius of 9,370.00 feet, and a chord which bears S 76°40'39" W, a distance of 66.71 feet to a calculated point 185.00 feet right of Southeast Loop E.C.S. 322+39.01,
- 2) S 76°28'25" W, a distance of 55.40 feet to a calculated point 185.00 feet right of Southeast Loop E.C.S. 321+83.61, for the southwest corner of the easement described herein, and
- 3) N 58°31'35" W, a distance of 14.14 feet to a calculated point 175.00 feet right of Southeast Loop E.C.S. 321+73.61 on the proposed south right-of-way line of said Southeast Loop, for the northwest corner of the easement described herein;

**THENCE** with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 4–6:

- 4) N 76°28'25" E, a distance of 65.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01, said point being the beginning of a curve to the right;
- 5) With said curve to the right, an arc length of 59.79 feet, through a delta of 00°21'55", having a radius of 9,380.00 feet, and a chord which bears N 76°39'22" E, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, for the northeast corner of the easement described herein, and
- 6) S 48°04'31" E, a distance of 12.20 feet to the **POINT OF BEGINNING**, and containing 0.028 acres (1,237 sq. ft.) of land.

EXHIBIT "A-1"

County: Williamson  
Parcel No.: TCE-47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 3 of 10  
September 14, 2022

**Part 2- 0.129 ac. (5,598 sq. ft.)**

DESCRIPTION OF A 0.129 ACRE (5,598 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 0.129 ACRE (5,598 SQ. FT.) EASEMENT, 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 113.6 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 southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

**THENCE** N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 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) 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;

**THENCE** departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following five (5) courses and distances:

S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74,

S 79°14'40" W, a distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,

N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,



EXHIBIT "A-1"

County: Williamson  
Parcel No.: TCE-47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 4 of 10  
September 14, 2022

With said curve to the left, an arc length of 59.79 feet, through a delta of  $00^{\circ}21'55''$ , having a radius of 9,380.00 feet, and a chord which bears  $S\ 76^{\circ}39'22''\ W$ , a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01, and

$S\ 76^{\circ}28'25''\ W$ , a distance of 1,305.40 feet to a calculated point (Surface Coordinates:  $N=10,162,739.64$ ,  $E=3,183,654.35$ ) 175.00 feet right of Southeast Loop E.C.S. 309+33.61, for the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

**THENCE** departing the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 1-3:

- 1)  $S\ 31^{\circ}28'25''\ W$ , a distance of 28.28 feet to a calculated point 195.00 feet right of Southeast Loop E.C.S. 309+13.61, for the southeast corner of the easement described herein,
- 2)  $S\ 76^{\circ}28'25''\ W$ , a distance of 216.97 feet to a calculated point 195.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left, and
- 3) With said curve to the left, an arc length of 67.48 feet, through a delta of  $00^{\circ}24'47''$ , having a radius of 9,360.00 feet, and a chord which bears  $S\ 76^{\circ}16'01''\ W$ , a distance of 67.48 feet to a calculated point 195.24 feet right of Southeast Loop E.C.S. 306+29.16 on the proposed south right-of-way line of said Southeast Loop, for the southwest corner of the easement described herein;

**THENCE** with the proposed south right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 4-6:

- 4)  $N\ 41^{\circ}41'34''\ E$ , a distance of 35.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the northwest corner of the easement described herein, said point being the beginning of a curve to the right,
- 5) With said curve to the right, an arc length of 38.45 feet, through a delta of  $00^{\circ}14'05''$ , having a radius of 9,380.00 feet, and a chord which bears  $N\ 76^{\circ}22'21''\ E$ , a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, and



EXHIBIT "A-1"

County: Williamson  
Parcel No.: TCE-47  
Tax ID: R620630  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 5 of 10  
September 14, 2022

- 6) N 76°28'25" E, a distance of 236.97 feet to the **POINT OF BEGINNING**, and containing 0.129 acres (5,598 sq. ft.) of land.

**Part 1 0.028 ac. (1,237 sq. ft.)**

**Part 2 0.129 ac. (5,598 sq. ft.)**

**Total 0.157 ac. (6,835 sq. ft.)**

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

Bearing Basis:

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

THE STATE OF TEXAS

§  
§

KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS §

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

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

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300

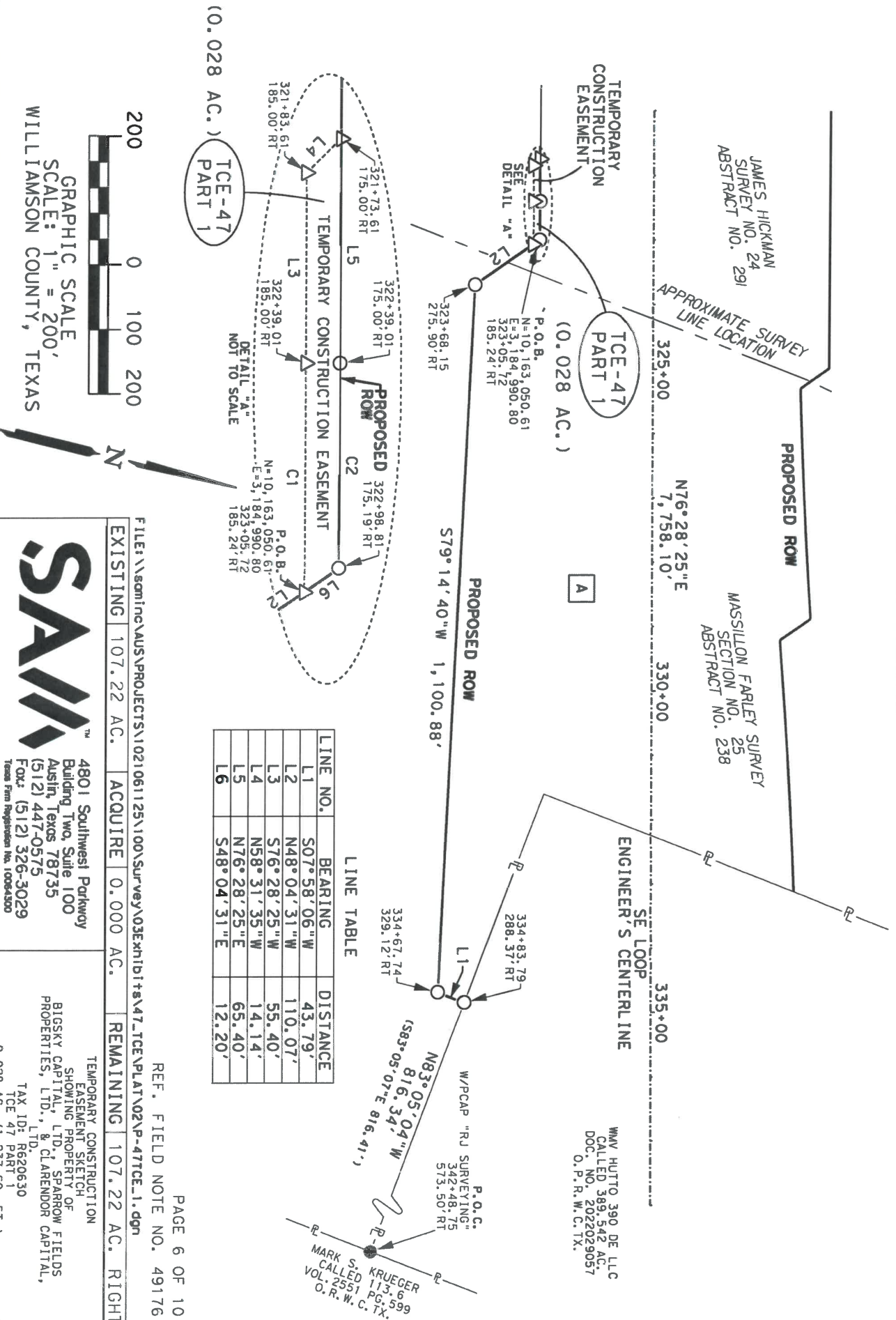


  
Scott C. Brashear Date 9/14/2022  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

CURVE TABLE

EXHIBIT "A.1"

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°24'29"LT	9,370.00'	66.71'	66.71'	S76°40'39"W
C2	00°21'55"RT	9,380.00'	59.79'	59.79'	N76°39'22"E



**SAW**

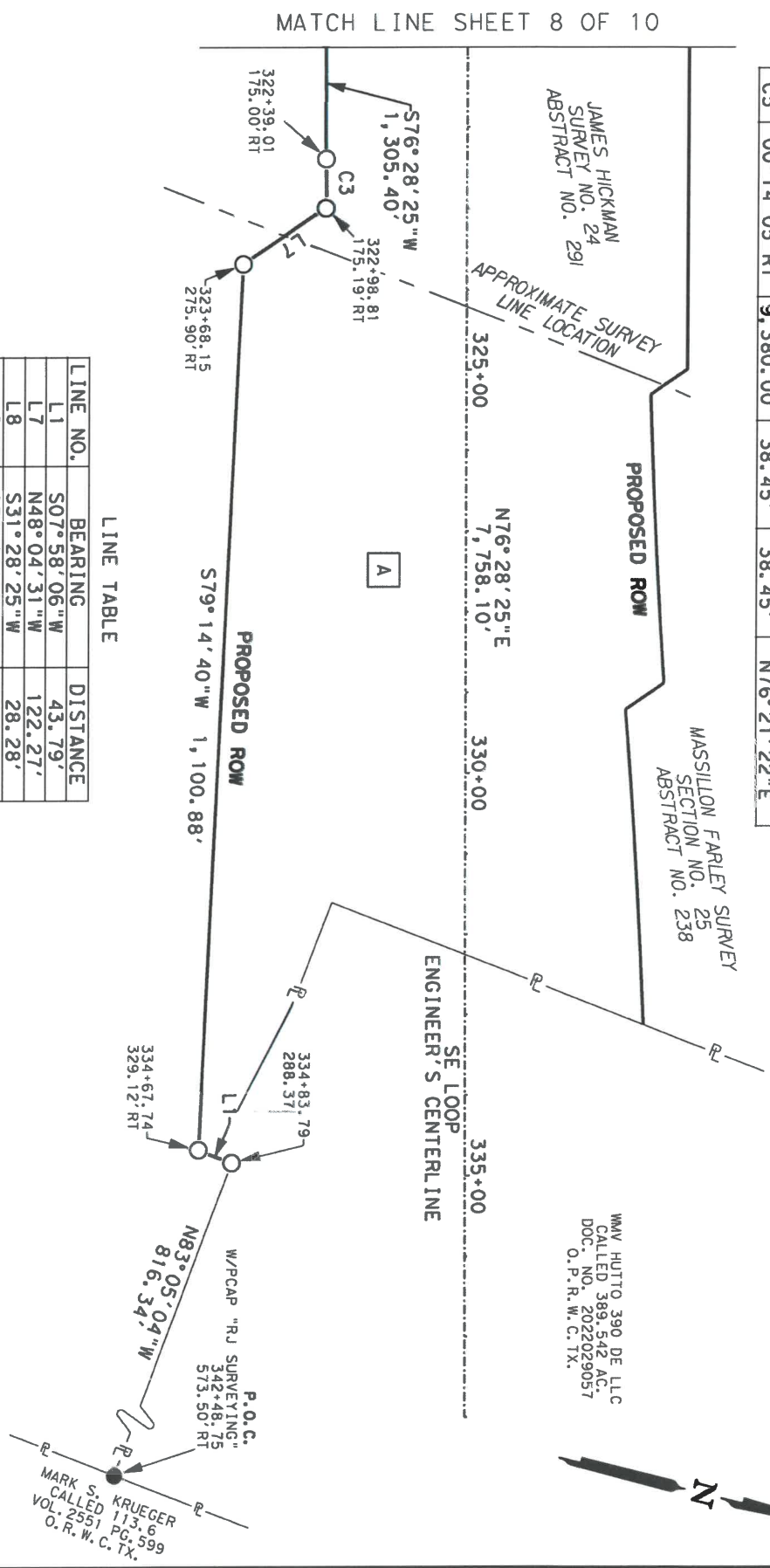
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
BIGSKY CAPITAL, LTD., SPARROW FIELDS  
PROPERTIES, LTD., & CLARENDON CAPITAL,  
TAX ID# R620630  
TCE 47 PART 1  
O. 028 AC. (1,237 SQ. FT.)

# CURVE TABLE

## EXHIBIT "A-1"

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°21'55"LT	9,380.00'	59.79'	59.79'	S76°39'22"W
C4	00°24'47"LT	9,360.00'	67.48'	67.48'	S76°16'01"W
C5	00°14'05"RT	9,380.00'	38.45'	38.45'	N76°21'22"E



### LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06"W	43.79'
L7	N48°04'31"W	122.27'
L8	S31°28'25"W	28.28'
L9	S76°28'25"W	216.97'
L10	N41°41'34"E	35.35'
L11	N76°28'25"E	236.97'



FILE: \\somi\nc\AUS\PROJECTS\1021061125\100\Survey\03EXHIBITS\47\_TCE\PLAT\02XP-47TCE-2.dgn  
 EXISTING 107.22 AC. ACQUIRE 0.000 AC. REMAINING 107.22 AC. RIGHT

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

TEMPERARY CONSTRUCTION  
 EASEMENT SKECH  
 SHOWING PROPERTY OF  
 BIGSKY CAPITAL, LTD., SPARROW FIELDS  
 PROPERTIES, LTD., & CLARENDON CAPITAL,  
 LTD.  
 TAX ID: R620630  
 TCE 47 PART 2  
 0.129 AC. (5,598 SQ. FT.)

# EXHIBIT "A-1"

JAMES HICKMAN  
SURVEY NO. 24  
ABSTRACT NO. 291

A

C.R. 134  
(VARIABLE WIDTH R.O.W.)  
(NO RECORD INFORMATION FOUND)

PROPOSED ROW

EXISTING ROW

EXISTING ROW

TEMPORARY  
CONSTRUCTION  
EASEMENT

TCE-47  
PART 2  
(0.129 AC.)

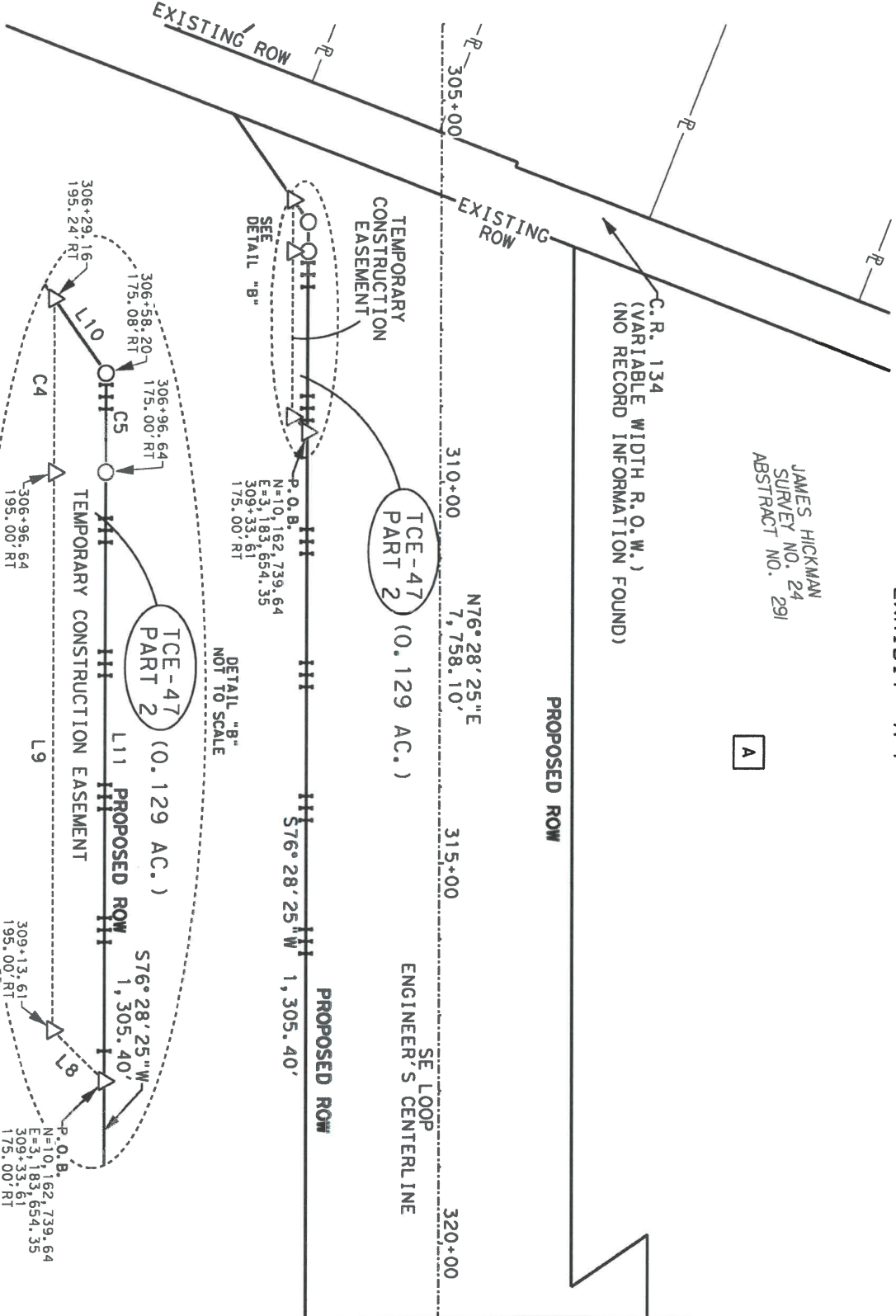
SE LOOP  
ENGINEER'S CENTERLINE

P.O.B.  
N=10, 162, 739.64  
E=3, 183, 654.35  
309+33.61  
175.00' RT

DETAIL "B"  
NOT TO SCALE

PROPOSED ROW

MATCH LINE SHEET 7 OF 10



WILLIAMSON COUNTY, TEXAS

FILE: \\sami\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\47-TCE\PLAT\02VP-47TCE-3.dgn  
EXISTING 107.22 AC. ACQUIRE 0.000 AC. REMAINING 107.22 AC. RIGHT

PAGE 8 OF 10  
REF. FIELD NOTE NO. 49176

**SAMI**

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

TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
BIGSKY CAPITAL, LTD., SPARROW FIELDS  
PROPERTIES, LTD., & CLARENDON CAPITAL,  
TAX ID: R620630  
TCE 47 PART 2  
0.129 AC. (5,598 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 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. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, 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 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)
7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 2021189750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
8. 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.
9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
12. 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.
13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
14. 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)

A

BIGSKY CAPITAL, LTD. (2.8633333%)

TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191281  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)

TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191282  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.

(2.8633333%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191283  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.

(30.470%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191284  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.

(2.863334%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191285  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.

(30.470%)  
TRACT 5  
CALLED 107.22 AC.  
DOC. NO. 2021191286  
RECORDED DECEMBER 17, 2021  
O.P.R.W.C.TX.

EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT
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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

TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
BIGSKY CAPITAL, LTD. & SPARROW FIELDS  
PROPERTIES, LTD., & CLARENDOR CAPITAL,  
LTD.  
TAX ID: R620630  
TCE 47 PART 1 & 2  
0.157 AC. (6,835 SQ. FT.)



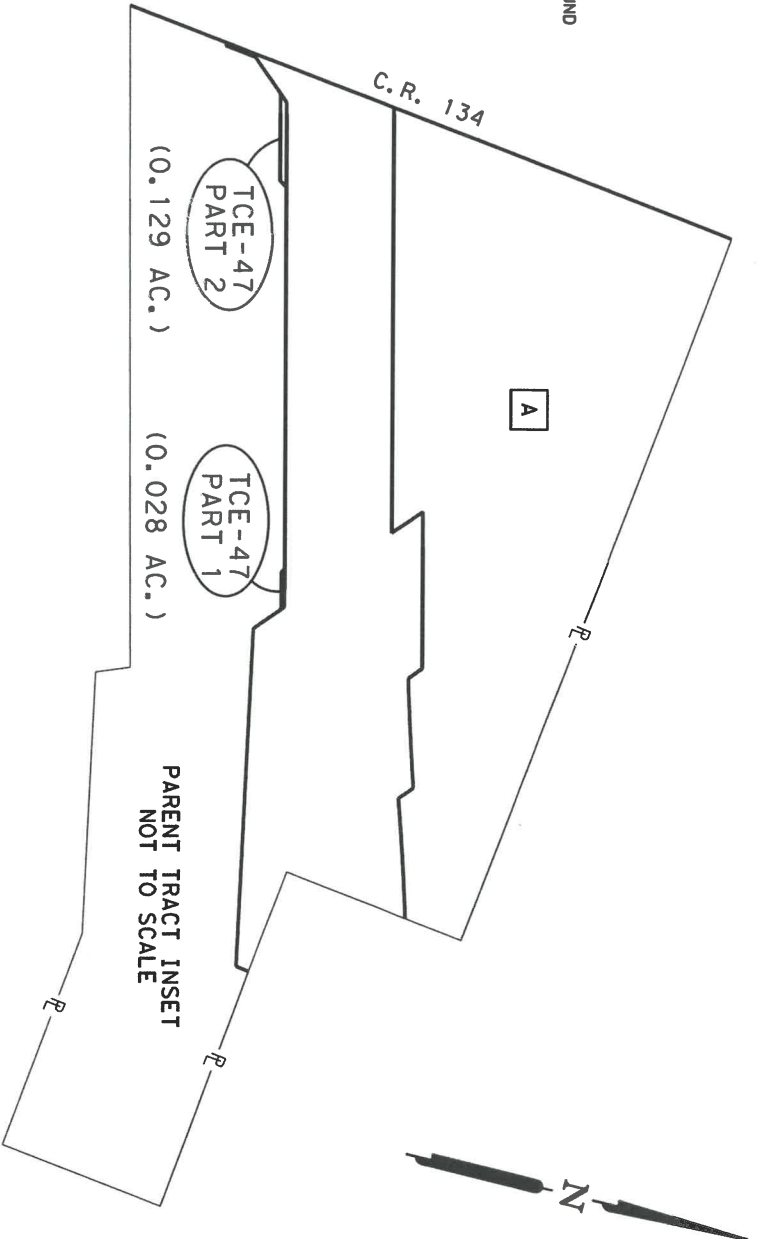
# LEGEND

- 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
- ⊕ 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
- DEED LINE (COMMON OWNERSHIP)
- DISTANCE NOT TO SCALE

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 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, MIRAMIRAN & 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.



EXISTING 107.22 AC. ACQUIRE 0.000 AC. REMAINING 107.22 AC. RIGHT

PAGE 10 OF 10  
REF. FIELD NOTE NO. 49176

TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
BIGSKY CAPITAL, LTD. SPARROW FIELDS  
PROPERTIES, LTD., & CLARENDON CAPITAL,  
LTD.



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

TAX ID: R620630  
TCE 47 PART 1 & 2  
0.157 AC. (6,835 SQ. FT.)

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

DATE

9/14/2022

# EXHIBIT "B"



# EXHIBIT "C"

Parcel 47

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

All of that certain 26.005 acres (1,132,778 square foot) tract of land, out of and situated in the Massillon Farley Survey, Section No. 25, Abstract No. 238, and the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 47).

**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.

**CONTROL OF ACCESS:** Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line ("COA") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 22 day of Sept., 2023.

*[signature page follows]*



**GRANTOR:**

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: CA Walsh

Name: Clayton Walther

Its: Member Manager

**ACKNOWLEDGMENT**

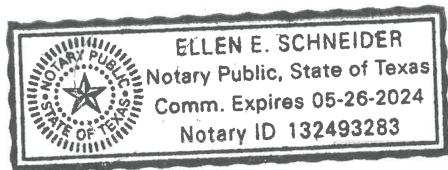
STATE OF TEXAS

COUNTY OF Travis

§  
§  
§

This instrument was acknowledged before me on this the 22 day of September, 2023 by Clayton Walther, in the capacity and for the purposes and consideration recited therein.

Ellen E. Schneider  
Notary Public, State of Texas



**GRANTOR:**

CLARENDOR CAPITAL, LTD.

By: <sup>sun</sup>Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris

Name: Sharon Morris

Its: Member Manager

**ACKNOWLEDGMENT**

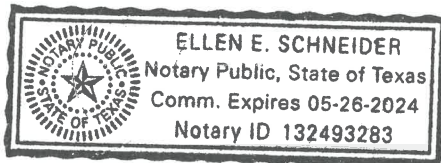
STATE OF TEXAS

COUNTY OF Travis

§  
§  
§

This instrument was acknowledged before me on this the 22 day of September, 2023 by Sharon Morris, in the capacity and for the purposes and consideration recited therein.

Ellen E. Schneider  
Notary Public, State of Texas





**GRANTOR:**

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties GP, LLC, its General Partner

By: Debra Foster

Name: Debra Foster

Its: Member Manager

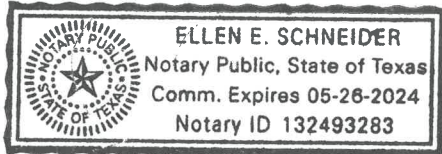
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Travis

§  
§  
§

This instrument was acknowledged before me on this the 22 day of September, 2023 by Debra Foster, in the capacity and for the purposes and consideration recited therein.



Ellen E. Schneider  
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 "D"

Parcel 47TCE

## **GRADING TEMPORARY CONSTRUCTION EASEMENT**

Southeast Loop (Segment 2)

### **KNOW ALL PERSONS BY THESE PRESENTS:**

That **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD., AND SPARROW FIELDS PROPERTIES, LTD.** (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway or other ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the 22 day of September, 2023.

*[signature page follows]*

**GRANTOR:**

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: CH Walls

Name: Clayton Walther

Its: Member Manager

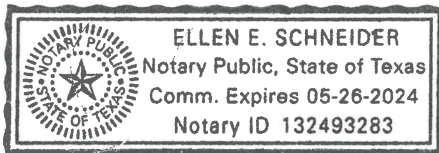
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Clayton Walther, in the capacity and for the purposes and consideration recited therein.



Ellen E. Schneider  
Notary Public, State of Texas

**GRANTOR:**

CLARENDOR CAPITAL, LTD.

By: <sup>sm</sup>Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris

Name: Sharon Morris

Its: Member Manager

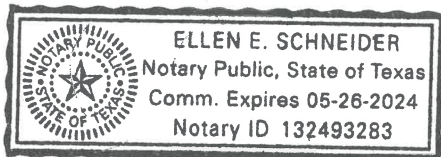
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Sharon Morris, in the capacity and for the purposes and consideration recited therein.



Ellen E. Schneider  
Notary Public, State of Texas

**GRANTOR:**

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties GP, LLC, its General Partner

By: Debra Foster

Name: Debra Foster

Its: Member Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

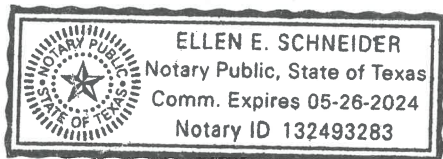
COUNTY OF Travis

§

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Debra Foster, in the capacity and for the purposes and consideration recited therein.

Ellen E. Schneider

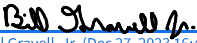
Notary Public, State of Texas





**ACCEPTED AND AGREED BY GRANTEE:**

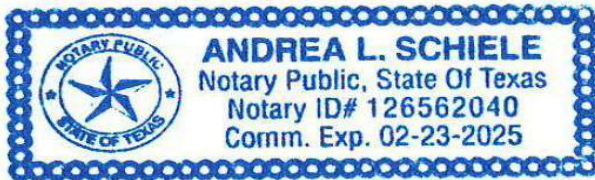
WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr.  
County Judge

**Acknowledgment**

State of Texas                   §  
                                          §  
County of Williamson       §

This instrument was acknowledged before me on December 27, 2023 by  
Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and  
consideration recited herein.





\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

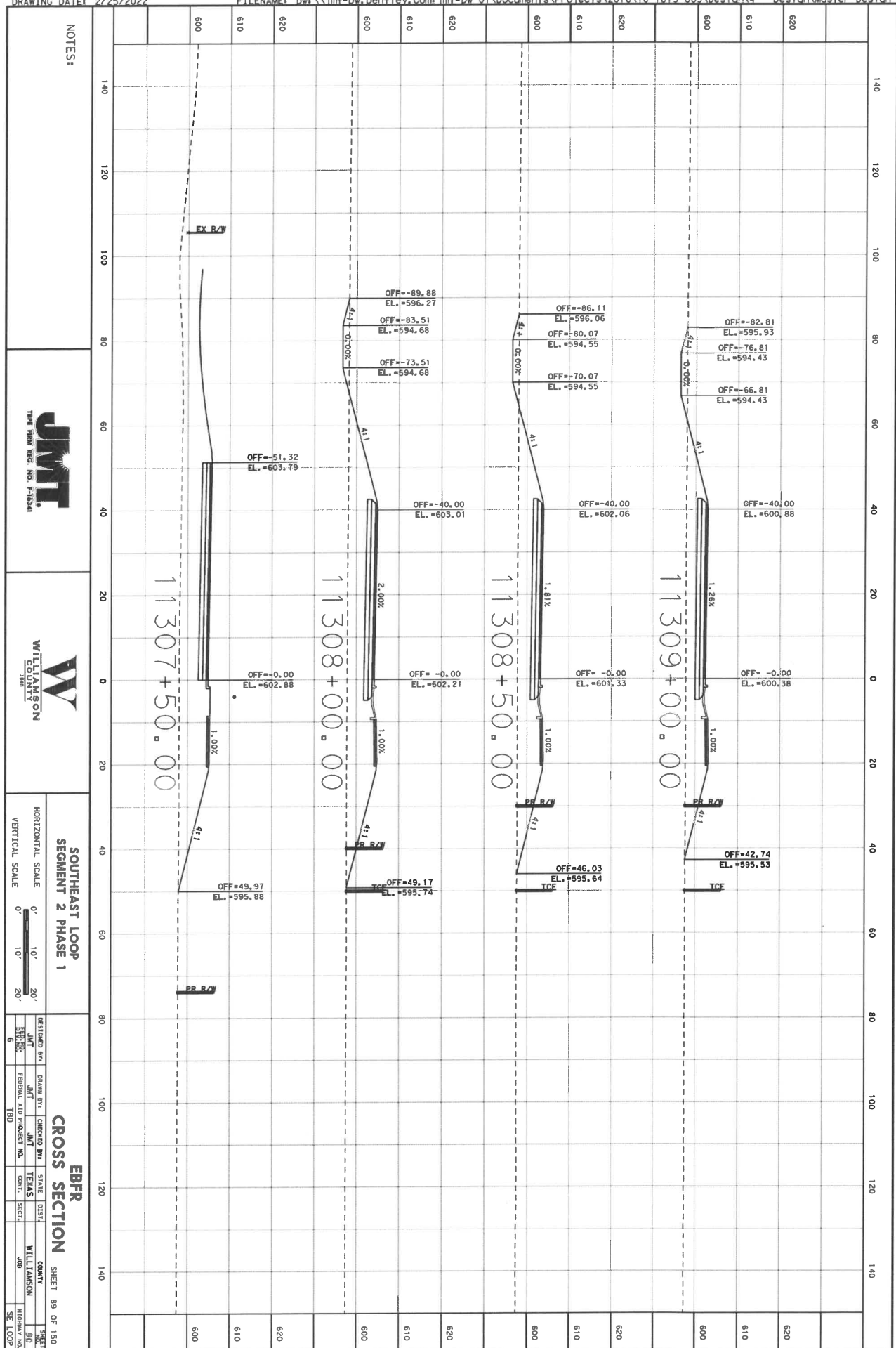
Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "B" TO TCE (Page 1 of 4)

DRAWING DATE: 2/25/2022

FILENAME: pw:\int-pw.bentley.com\int-pw-01\Documents\Projects\2016\16-1813-005\Design4 - Design\Master Design File



NOTES:



SOUTHEAST LOOP  
SEGMENT 2 PHASE 1

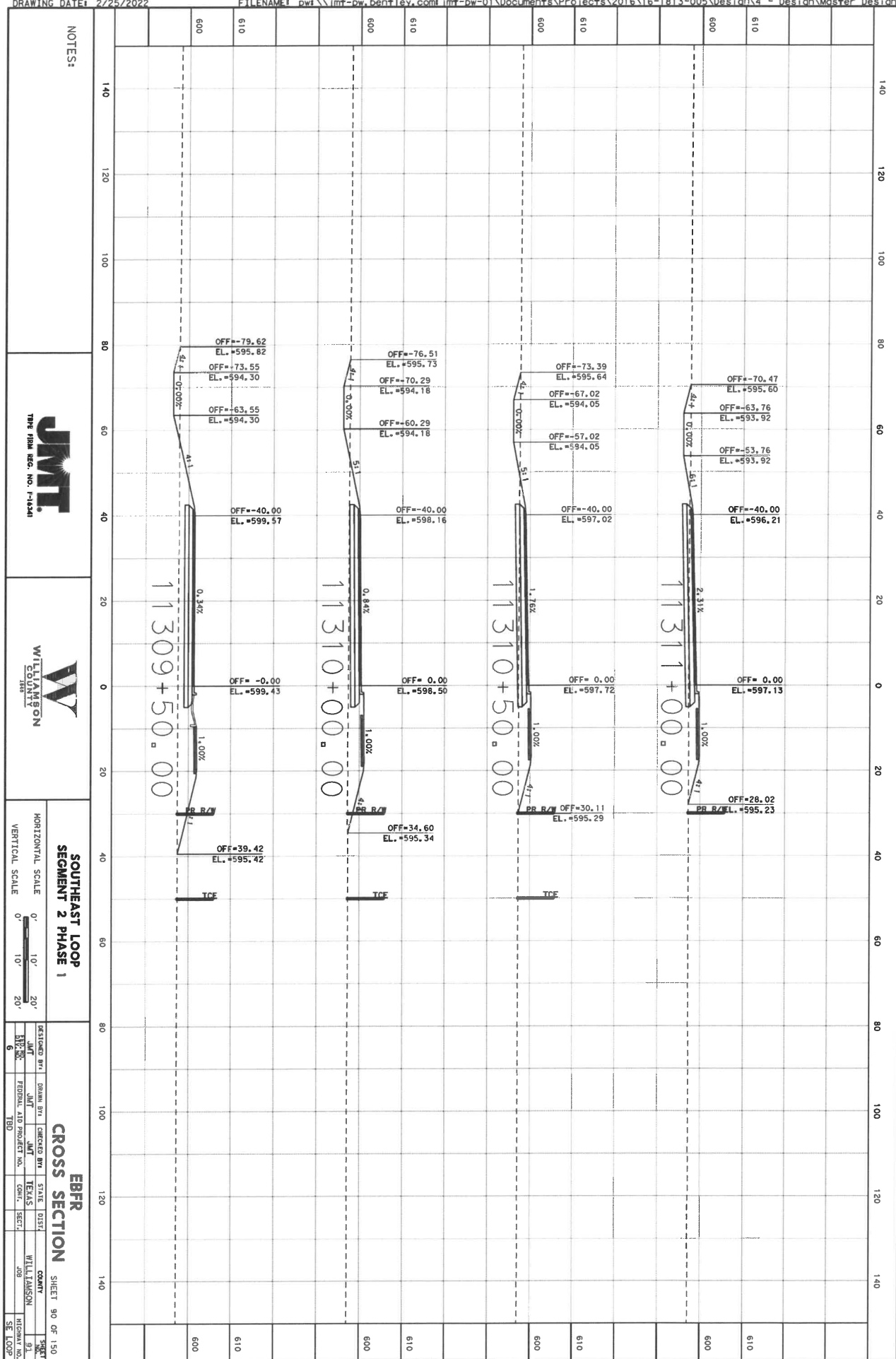
EBFR  
CROSS SECTION

SHEET 89 OF 150

HORIZONTAL SCALE  
VERTICAL SCALE  
0' 10' 20'

DESIGNED BY: JMT  
CHECKED BY: JMT  
STATE: TEXAS  
COUNTY: WILLIAMSON  
SHEET NO.: 89  
PROJECT NO.: 16-1813-005  
SECTION: SE LOOP

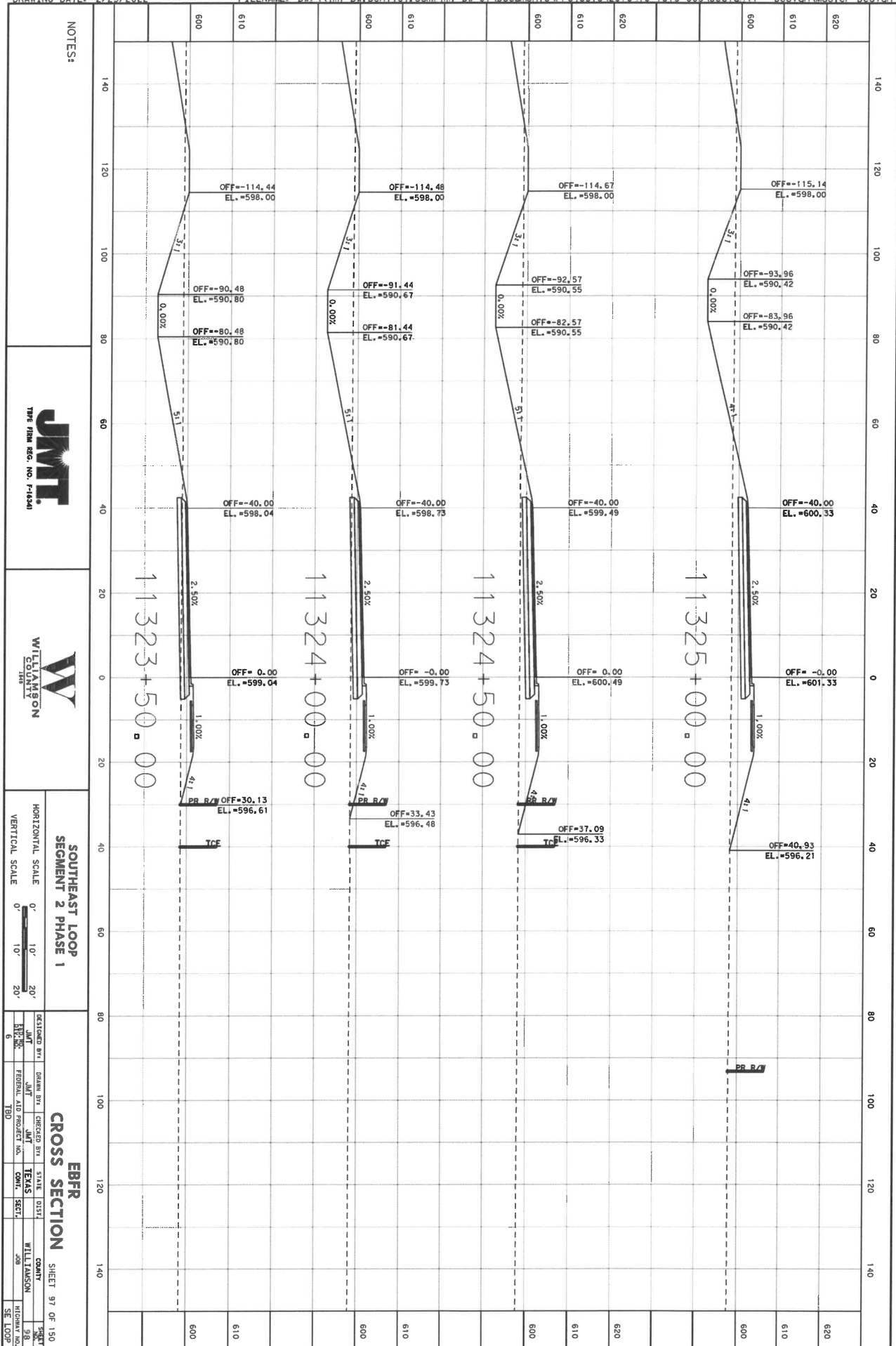
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# EXHIBIT "B" TO TCE (Page 3 of 4)

DRAWING DATE: 2/25/2022

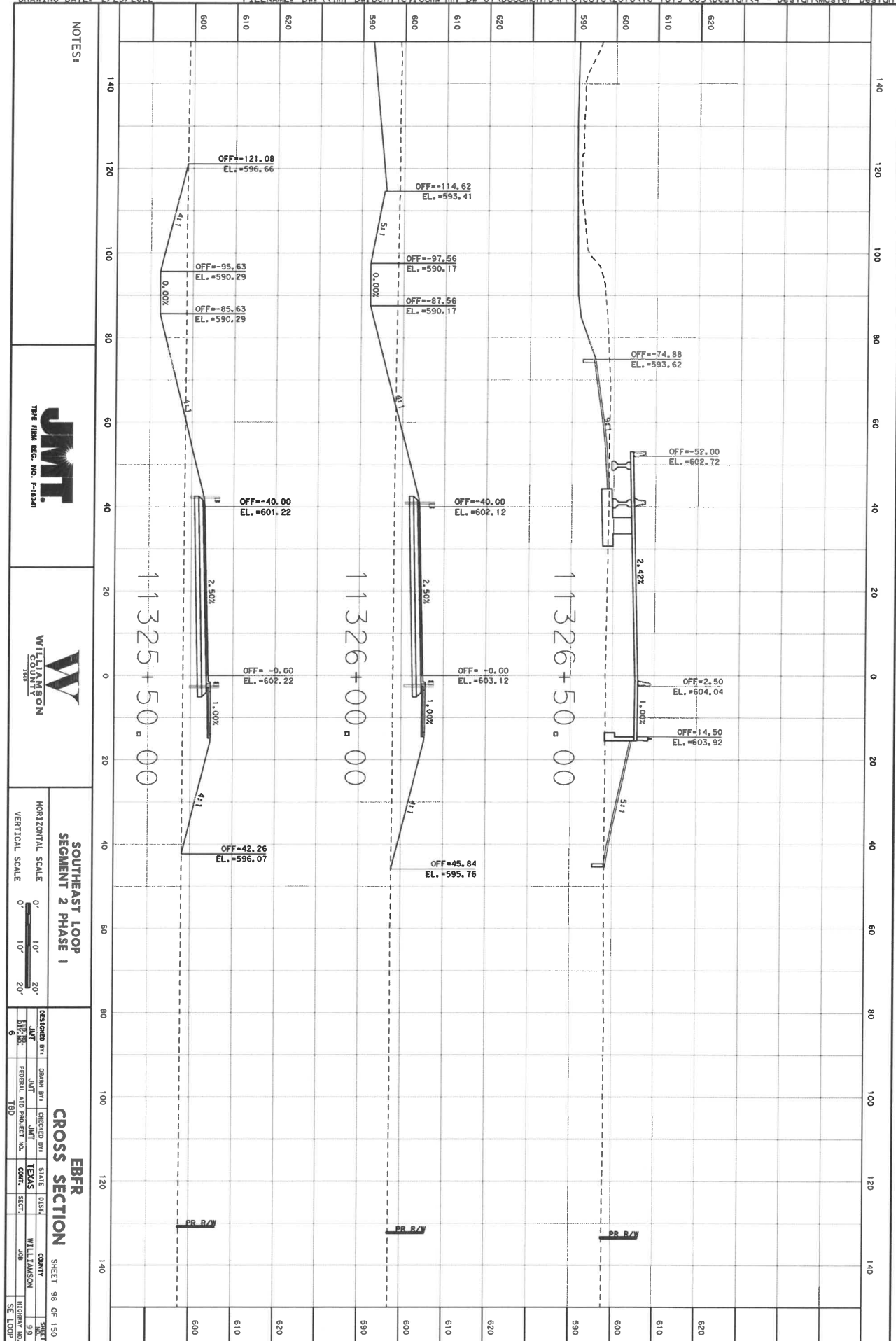
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# EXHIBIT "B" TO TCE (Page 4 of 4)

DRAWING DATE: 2/25/2022

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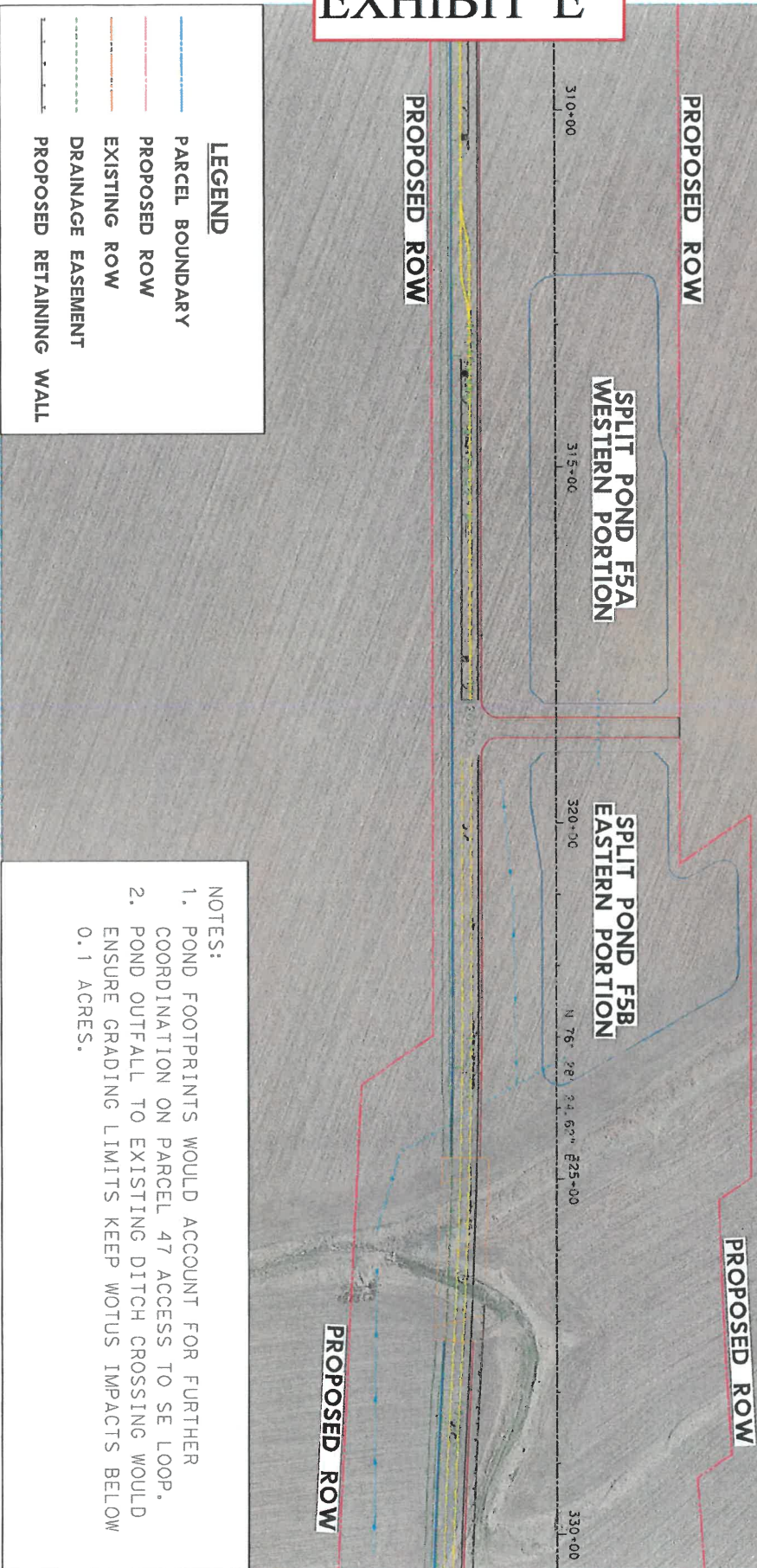




0' 100' 200'  
SCALE IN FEET

**PRELIMINARY**  
SUBJECT TO CHANGE

## EXHIBIT "E"



### LEGEND

- PARCEL BOUNDARY
- PROPOSED ROW
- EXISTING ROW
- DRAINAGE EASEMENT
- PROPOSED RETAINING WALL

### NOTES:

1. POND FOOTPRINTS WOULD ACCOUNT FOR FURTHER COORDINATION ON PARCEL 47 ACCESS TO SE LOOP.
2. POND OUTFALL TO EXISTING DITCH CROSSING WOULD ENSURE GRADING LIMITS KEEP WOTUS IMPACTS BELOW 0.1 ACRES.



## SE LOOP SEGMENT 2 PHASE 1 DETENTION POND EXHIBITS DETENTION PONDS F5A-B

**PRELIMINARY**

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



ENGINEER: RYAN G. GRIESENHAIN  
P.E. NO.: 127743 DATE: 6/14/2023