

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SIMON HOMES, INC.** (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 1.919 acres (83,600 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16, Abstract No. 261, and the Mathias Wilbarger Survey, Abstract No. 663, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 58**); and

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 interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of **THREE HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$320,000.00)**.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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 December 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, 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 to Purchaser shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to 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.

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

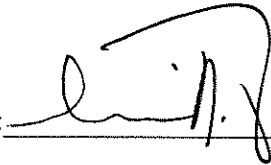
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 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 Southeast Loop/East Wilco Highway (Segment 2) 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:

SIMON HOMES, INC.

By: 

Address: 450 Lockhaven Dr.

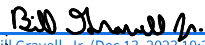
Name: mario D. cruz Houston, Tx 77073

Title: President

Date: 12-6-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr. (Dec 13, 2023 10:33 CST)
Bill Gravell, Jr.
County Judge

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

Date: Dec 13, 2023

EXHIBIT "A"

County: Williamson
Parcel No.: 58
Tax ID: R021374
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 58

DESCRIPTION OF A 1.919 ACRE (83,600 SQ. FT.) PARCEL OF LAND LOCATED IN THE CHARLES J. GERLACH SURVEY, SECTION NO. 16, ABSTRACT NO. 261, AND THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 16.747 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SIMON HOMES, INC., A TEXAS CORPORATION, RECORDED NOVEMBER 23, 2021 IN DOCUMENT NO. 2021178546, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.919 ACRE (83,600 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 874.24 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 196+67.49 on the existing east right-of-way line of C.R. 137, a variable width right-of-way, no record information found, for the northwest corner of said 16.747 acre tract;

THENCE, with the existing east right-of-way line of said C.R. 137, the following two (2) courses and distances:

S 07°37'57" W, a distance of 161.47 feet to a calculated point, and

S 07°55'30" W, a distance of 396.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,081.25, E=3,173,642.19) set 316.04 feet left of Southeast Loop E.C.S 196+62.75 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing east right-of-way line of said C.R. 137, with the proposed north right-of-way line of said Southeast Loop, over and across said 16.747 acre tract, the following eleven (11) courses and distances numbered 1-11:

- 1) S 82°38'43" E, a distance of 28.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,
- 2) S 07°21'17" W, a distance of 36.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 279.16 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,
- 3) S 37°11'11" E, a distance of 64.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.44 feet left of Southeast Loop E.C.S 197+36.44, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 145.86 feet, through a delta of 00°53'05", having a radius of 9,445.00 feet, and a chord that bears S 81°09'43" E, a distance of 145.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.66 feet left of Southeast Loop E.C.S 198+82.25, for an angle corner of the parcel described herein,

EXHIBIT "A"

County: Williamson
Parcel No.: 58
Tax ID: R021374
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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September 27, 2022

- 5) S 80°43'10" E, a distance of 170.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 223.93 feet left of Southeast Loop E.C.S 200+52.65, for an angle corner of the parcel described herein,
- 6) S 80°05'40" E, a distance of 87.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 220.06 feet left of Southeast Loop E.C.S 201+39.61, for an angle corner of the parcel described herein,
- 7) S 82°31'04" E, a distance of 73.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 219.90 feet left of Southeast Loop E.C.S 202+13.18, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,
- 8) With said curve to the right, an arc distance of 40.40 feet, through a delta of 04°03'01", having a radius of 571.50 feet, and a chord that bears S 80°29'33" E, a distance of 40.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 218.38 feet left of Southeast Loop E.C.S 202+53.54, for an angle corner of the parcel described herein, said point being the beginning of a curve to the left,
- 9) With said curve to the left, an arc distance of 225.10 feet, through a delta of 01°22'37", having a radius of 9,366.50 feet, and a chord that bears S 79°09'21" E, a distance of 225.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 204.68 feet left of Southeast Loop E.C.S 204+78.22, for an angle corner of the parcel described herein,
- 10) N 48°08'56" E, a distance of 140.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 310.73 feet left of Southeast Loop E.C.S 205+69.74, for an angle corner of the parcel described herein, and
- 11) S 80°46'44" E, a distance of 138.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 306.22 feet left of Southeast Loop E.C.S 207+08.14 on the proposed north right-of-way line of said Southeast Loop, same being the common line of said 16.747 acre tract and a called 20.92 acre tract of land, described in a deed to Bland B. Davis, Jr. and Susan J. Davis, husband and wife, recorded in Document No. 9658603, O.R.W.C.TX., for the northeast corner of the parcel described herein;
- 12) **THENCE** S 07°34'43" W, continuing with the proposed north right-of-way line of said Southeast Loop, passing at a distance of 109.95 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 196.27 feet left of Southeast Loop E.C.S 207+07.71, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 16.747 acre tract and said 20.92 acre tract a total distance of 148.39 feet to a 1/2-inch iron rod found, for the northeast corner of a called 8.114 acre tract of land, described in a deed to Jacaruso Holdings LLC, recorded in Document No. 2017078585, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southeast corner of said 16.747 acre tract and the parcel described herein;

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

SIMON HOMES, INC.,
A TEXAS CORPORATION
CALLED 16.747 AC.
RECORDED NOVEMBER 23, 2021
DOC. NO. 2021078546
O.R. W. C. TX.

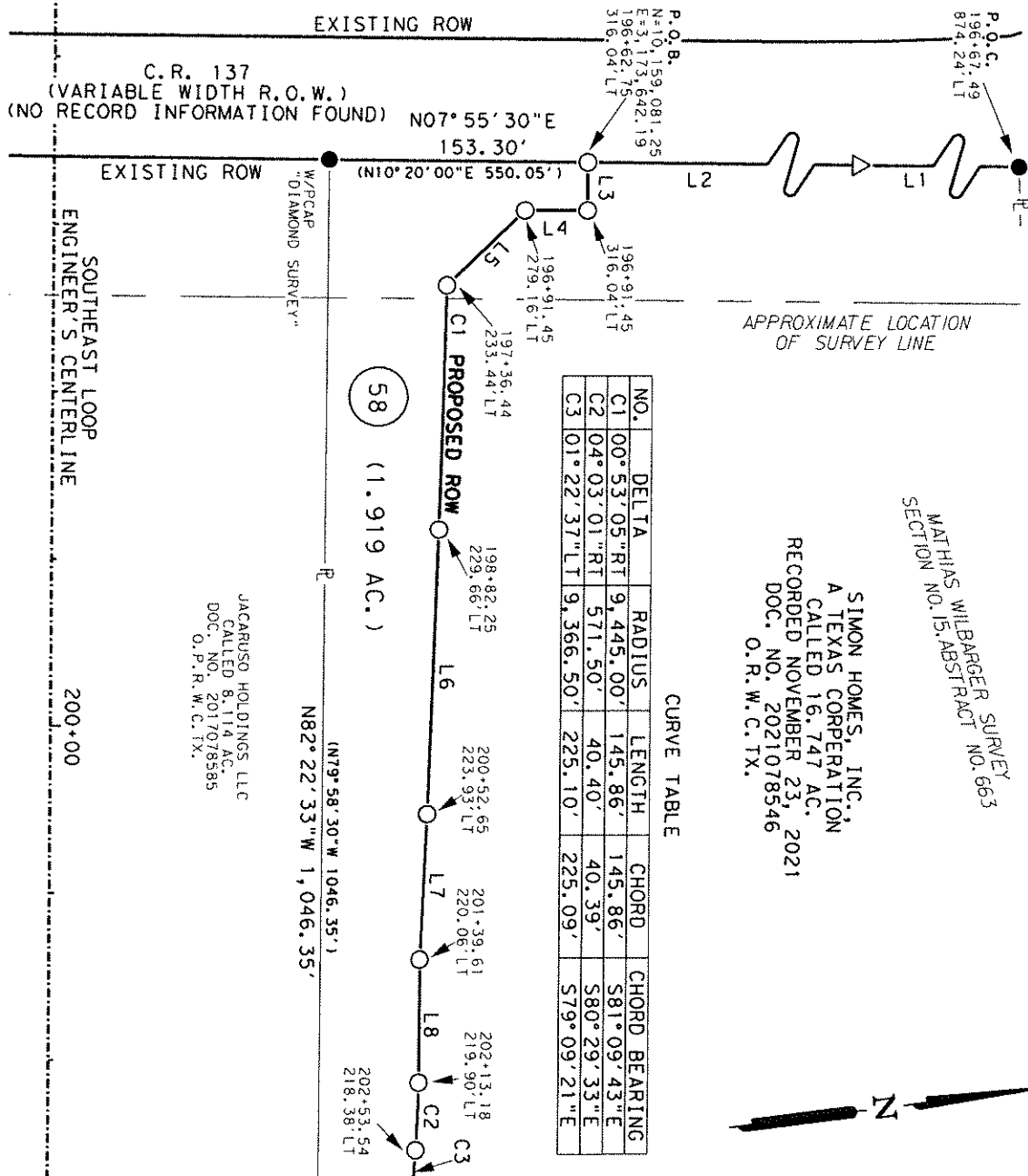
CHARLES J. GERLACH SURVEY
SECTION NO. 16, ABSTRACT NO. 261

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°53.05"RT	9,445.00'	145.86'	145.86'	S81°09'43"E
C2	04°03.01"RT	571.50'	40.40'	40.39'	S80°29'33"E
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07° 37' 57" W	161.47'
L2	S07° 55' 30" W	396.75'
L3	S82° 38' 43" E	28.70'
L4	S07° 21' 17" W	36.88'
L5	S37° 11' 11" E	64.14'
L6	S80° 43' 10" E	170.50'
L7	S80° 05' 40" E	87.05'
L8	S82° 31' 04" E	73.57'

LINE TABLE



MATCH LINE 5 OF 7

PAGE 4 OF 7
TE NO. 49111

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EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

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

SAITM

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

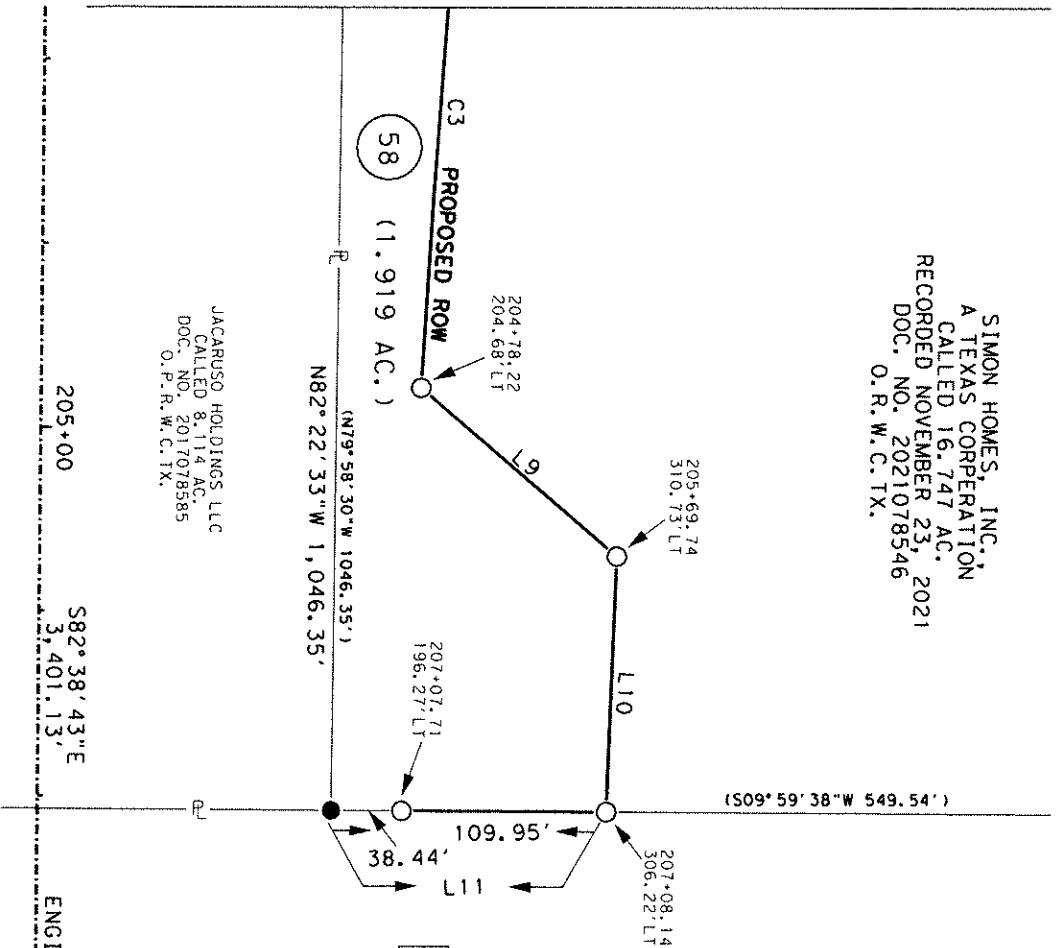
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "A"

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

SIMON HOMES, INC.,
A TEXAS CORPORATION
CALLED 16.747 AC.
RECORDED NOVEMBER 23, 2021
DOC. NO. 2021078546
O.R.W.C. TX.

BLAND B. DAVIS, JR.
AND SUSAN J. DAVIS,
HUSBAND AND WIFE
CALLED 20.92 AC.
DOC. NO. 9658603
O.R.W.C. TX.



LINE TABLE

LINE NO.	BEARING	DISTANCE
L9	N48°08'56"E	140.08'
L10	S80°46'44"E	138.47'
L11	S07°34'43"W	148.39'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

JACARUSO HOLDINGS, LLC
CALLED 8.114 AC.
DOC. NO. 2017078585
O.P.R.W.C. TX.

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

FILE: \\sminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\58\PLAT\02VP-58-2.dgn

PAGE 5 OF 7
REF. FIELD NOTE NO. 49111

EXISTING 16.7471 AC. ACQUIRE 1.919 AC. REMAINING 14.828 AC. LEFT



WILLIAMSON COUNTY, TEXAS

SAM

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIMON HOMES, INC.,
A TEXAS CORPORATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1-159163, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (THE MOST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. A WATER AND/OR FLOOD CONTROL EASEMENT GRANTED TO BRUSHY CREEK WCID #1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROAD EASEMENT AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 236 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 928, PAGE 701 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A WATER LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 650, PAGE 808 AND VOLUME 718, PAGE 15 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER LINE EASEMENT GRANTED TO WILLIAM O. NELSON AND BETTYE DIXON NELSON AS DESCRIBED IN VOLUME 737, PAGE 864 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 801, PAGE 257 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

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

9. SUBJECT TO THE RESERVATION OF A STATED UNDIVIDED 1/4TH ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY AS RETAINED IN AN INSTRUMENT OF RECORD IN VOLUME 868, PAGE 275 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

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).

10. 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, ARE NOT BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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

12. 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\03Exhibit\58\PLAT\02\VP-58.1.dgn

REF. FIELD NOTE NO. 491111

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EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC.	LEFT
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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
SIMON HOMES, INC.,
A TEXAS CORPORATION
TAX ID: R021374
PARCEL 58

1.919 AC. (83,600 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ⊙ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 800 NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊙ SPINDLE FOUND
- ⊙ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- () RECORD INFORMATION
- 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-159162, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, 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
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

Scott C. Brashear

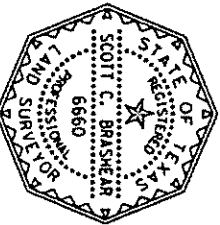
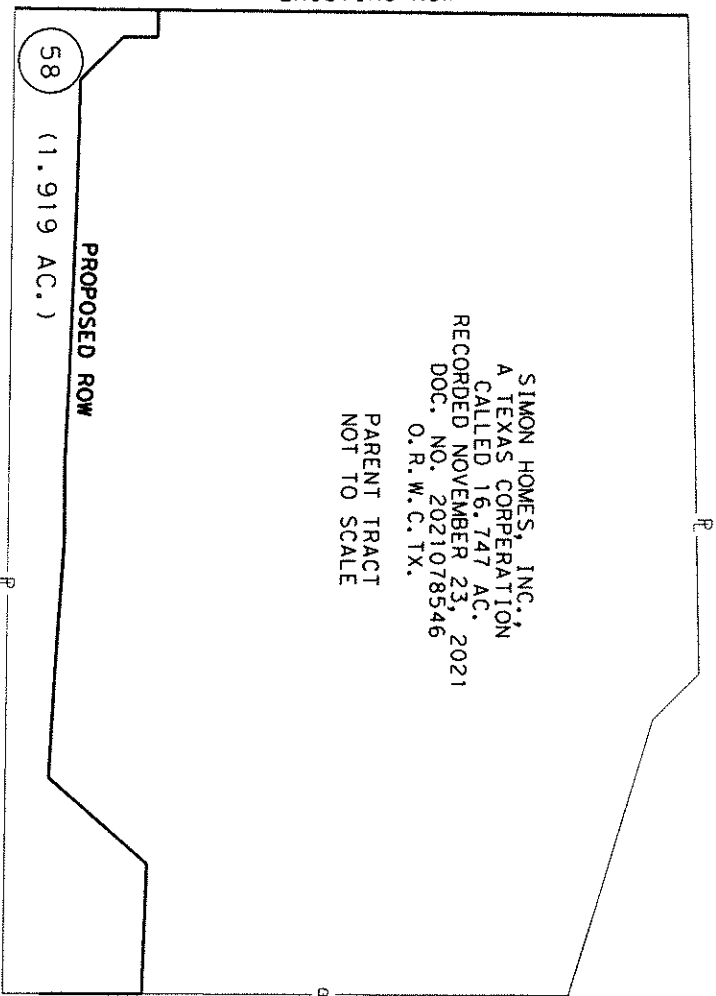
9/27/2022

DATE

C. R. 137

EXISTING ROW

EXHIBIT "A"



FILE: \\sominco\AUS\PROJECTS\1021061125\100\Survey\036\hlp\ts\58\PLAT\02\p-58.1.dgn

EXISTING 16.7471 AC. ACQUIRE 1.919 AC. REMAINING 14.828 AC. LEFT

SAM

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIMON HOMES, INC.,
A TEXAS CORPORATION
TAX ID: R021374
PARCEL 58

1.919 AC. (83,600 SQ. FT.)

PAGE 7 OF 7
REF. FIELD NOTE NO. 49111

EXHIBIT "B"

Parcel 58

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 **SIMON HOMES, INC.**, 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 1.919 acres (83,600 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16, Abstract No. 261, and the Mathias Wilbarger Survey, Abstract No. 663, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 58**)

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 roadway facilities and related appurtenances of Grantee and its successors or assigns.

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 _____, 202____.

[signature page follows]

GRANTOR:

SIMON HOMES, INC.

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____,
202__ by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: