

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** (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 tracts of land described as follows:

All of that certain 24.223 acres (1,055,154 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section 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 35 Part 1**"); and

All of that certain 1.272 acres (55,392 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("**Parcel 35 Part 2**");

together with all and singular the rights and appurtenances pertaining to Parcel 35 Part 1 and Parcel 35 Part 2, 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 and any improvements and fixtures thereon shall be the sum of FOUR MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$4,400,000.00) (the "Purchase Price").

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable from Purchaser to Seller in cash or other immediately available funds at the Closing (defined 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): None, except for the conditions set forth in Section 3.02, below.

#### **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 SUBDIVISION IMPROVEMENTS**

Purchaser acknowledges that Seller will retain land on both sides of the Property, which land is being entitled for development as a residential master-planned community pursuant to the Heritage Mill North Subdivision Preliminary Plat and the Heritage Mill South Subdivision Preliminary Plat (together, the "Preliminary Plats"), which are presently under review by Purchaser and the City of Hutto. Further, Purchaser acknowledges and agrees that the Preliminary Plats, as approved, will contemplate water lines, wastewater lines, dry utilities and temporary roadway and drainage facilities and related appurtenances in, under, over and across certain portions of the Property (collectively, the "Subdivision Improvements"). As additional consideration for the transactions contemplated in this Contract, Purchaser covenants and agrees not to withhold the issuance of plats, permits and approvals necessary for the installation, construction, development, operation and use of the Subdivision Improvements, as contemplated in the Preliminary Plats, so long as Seller or its successor complies with Purchaser's duly adopted and published rules and regulations governing such plats, permits and approvals and other applicable law. Purchaser acknowledges that Seller has entered into this Contract in reliance on the terms and provisions of this Article IV, which shall survive Closing and be enforceable by Seller pursuant to all remedies available to Seller at law or in equity, including but not limited to the remedies of specific performance of this Contract, mandamus, and injunction.

### **ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER**

5.01. 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) To the best of Seller's knowledge, 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.

5.02. The Property is being conveyed to Purchaser under threat of condemnation.

## **ARTICLE VI CLOSING**

### **Closing Date**

6.01. The Closing shall be held at the office of Texas National Title Company (the "Closing") on or before December 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 (which date is herein referred to as the "Closing Date").

### **Seller's Obligations at Closing**

6.02. At the Closing Seller shall:

(1) Deliver to Purchaser 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; and
- (b) All easements, restrictions, and reservations of record in the Official Public Records of Williamson County, Texas, which affect the Property herein conveyed, to the extent they are valid and subsisting.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Deliver to Purchaser possession of the Property.

### **Purchaser's Obligations at Closing**

6.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price in cash or other immediately available funds to Seller.

#### Prorations

6.04. General real estate taxes for the then current year relating the Property 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

6.05. 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) Recording fee for deed, deed preparation, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Seller and Purchaser shall each pay their own attorneys' fees.

### **ARTICLE VII 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, as Purchaser's sole remedy: (1) enforce specific performance of this Contract, as the actual damages would be difficult if not impossible to ascertain; or (2) terminate this Contract by written notice to Seller and the title company, whereupon the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser. Except as specifically set forth in this paragraph, Purchaser hereby waives any and all claims, damages, and liabilities against Seller in connection with this Contract.

### **ARTICLE VIII 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 terminate this Contract by written notice to Purchaser and the title company, whereupon the Escrow Deposit, if any, shall be forthwith delivered by the title company to Seller, 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. The remedy available to Seller in this Article VIII is in addition to other remedies specified elsewhere in this Agreement.

## **ARTICLE IX MISCELLANEOUS**

### Notice

9.01. 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

9.02. 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

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Contract.

### Legal Construction

9.04. 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, Amendments

9.05. 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. This Contract cannot be changed or amended except by written agreement signed by all the parties hereto.

### Time of Essence

9.06. Time is of the essence in this Contract.

### Gender

9.07. 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

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

#### Compliance

9.09 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

9.10 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

9.11 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.

[COUNTERPART SIGNATURE PAGES FOLLOW]

**SELLER:**

CLAYTON PROPERTIES GROUP, INC.,  
a Tennessee corporation doing business  
in Texas as BROHN HOMES

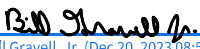
By:   
Adam B. Boeing, Vice President

Date: 12/13/23

Address: 6720 Vaught Ranch Road, Suite 200  
Austin, Texas 78730

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By   
Bill Gravell, Jr. (Dec 20, 2023 08:53 CST)  
County Judge

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

Date: Dec 20, 2023



## EXHIBIT "A"

County: Williamson  
Parcel No.: 35\_1  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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September 7, 2023

### PROPERTY DESCRIPTION FOR PARCEL 35\_1

DESCRIPTION OF A 24.223 ACRE (1,055,154 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 24.223 ACRE (1,055,154 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found 684.94 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 237+66.71 on the existing west right-of-way line of C.R. 163, a variable width right-of-way, no record information found, for the most easterly southeast corner of a remainder of a called 62.136 acre tract of land, described in a deed to Brookland Partners Ltd., recorded in Document No. 2017023816, O.P.R.W.C.TX., same being the northeast corner of a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX.;

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

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

S 08°20'19" W, a distance of 65.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 232+15.85 on the proposed north right-of-way line of Southeast Loop;

**THENCE** N 51°31'50" E, departing the existing west right of way line of said C.R. 163, with the proposed north right-of-way line of said Southeast Loop, over and across said C.R. 163, a distance of 57.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,508.31, E=3,176,887.78) set 147.00 feet left of Southeast Loop E.C.S. 232+73.69 on the existing east right-of-way line of said C.R. 163, 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. 163, with the proposed north right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) N 51°31'50" E, a distance of 2,983.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 262+56.86, said point being the beginning of a curve to the left,
- 2) With said curve to the left, passing at an arc distance of 260.72 feet, a calculated point 150.62 feet left of Southeast Loop E.C.S. 265+17.56, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 539.16 feet, through a delta of 03°17'36", having a radius of 9,380.00 feet, and a chord that bears N 49°53'02" E, a distance of 539.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 162.49 feet left of Southeast Loop E.C.S. 267+95.73, said point being the beginning of a curve to the right, and

EXHIBIT "A"

County: Williamson  
Parcel No.: 35\_1  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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September 7, 2023

- 3) With said curve to the right, an arc distance of 59.75 feet, through a delta of  $00^{\circ}52'36''$ , having a radius of 3,905.00 feet, and a chord that bears  $N 48^{\circ}40'32'' E$ , a distance of 59.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 165.50 feet left of Southeast Loop E.C.S. 268+55.36 on the common line of said 271.214 acre tract and of a called 61.40 acre tract of land, described as Tract 2 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, and the end of a C.O.A;

4) **THENCE**  $S 07^{\circ}48'42'' W$ , departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 271.214 acre tract and said Tract 2, a distance of 480.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 166.75 feet right of Southeast Loop E.C.S. 265+07.99 on the proposed south right-of-way line of said Southeast Loop, for the beginning of a C.O.A., and the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

**THENCE**, departing the common line of said 271.214 acre tract and said Tract 2, with the proposed south right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, passing at an arc distance of 156.28 feet, a calculated point 157.91 feet right of Southeast Loop E.C.S. 263+51.97, for the end of a C.O.A., and continuing for a total arc distance of 608.74 feet, through a delta of  $03^{\circ}43'06''$ , having a radius of 9,380.00 feet, and a chord that bears  $S 53^{\circ}23'23'' W$ , a distance of 608.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 258+99.68, and
- 6)  $S 51^{\circ}31'50'' W$ , a distance of 2,933.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 229+66.29 on the existing east right-of-way line of said C.R. 163, for the southwest corner of the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson  
Parcel No.: 35\_1  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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September 7, 2023

7) **THENCE N 07°48'24" 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. 163, a distance of 425.36 feet to the **POINT OF BEGINNING**, and containing 24.223 acres (1,055,154 sq. ft.) of land.

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* 9/7/2023  
Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

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

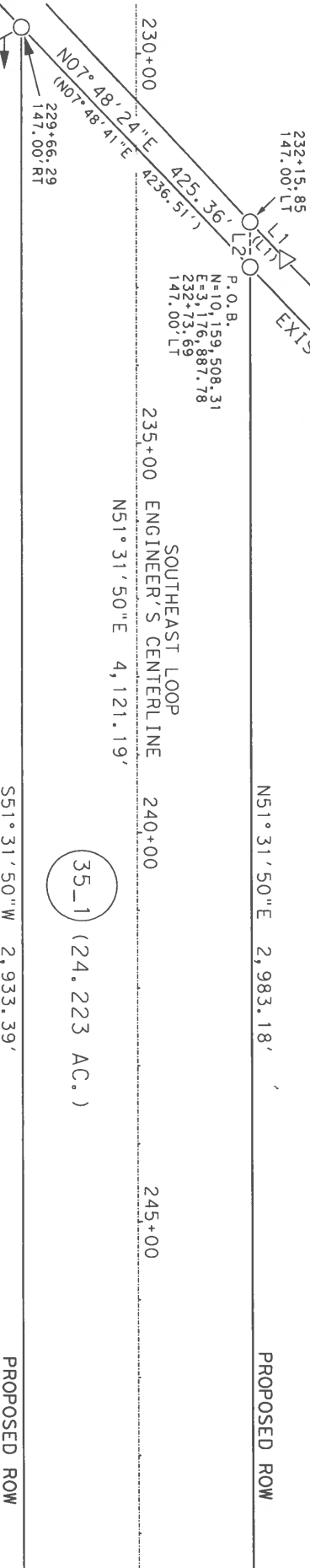
P.O.C.  
5/8"  
237+66.71  
684.94' LT

SWINDOLL  
INVESTMENTS LP  
TRACT TWELVE  
CALLED 10 ACRES  
DOC. NO. 2008093458  
O.P.R.W.C. TX.

507°06'19"W 704.08'  
(509°54'00"W 704.10')  
C.R. 163  
(VARIABLE WIDTH R.O.W.)  
NO RECORD INFORMATION FOUND

CLAYTON PROPERTIES GROUP INC.  
CALLED 271.214 ACRES  
RECORDED JANUARY 14, 2021  
DOC. NO. 2021007407  
O.P.R.W.C. TX.

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



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S08°20'19"W	65.88'
(L1)	(S11°08'00"W)	(789.16')
L2	N51°31'50"E	57.84'



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

FILE: \\scominc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\35\PLAT\04P-35-1.dgn

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REF. FIELD NOTE NO. 49164

EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	118.725 AC. LEFT



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  
CLAYTON PROPERTIES GROUP INC.  
TAX ID: R020588, R020620  
PARCEL 35-1  
24.223 AC. (1,055,154 SQ. FT.)

# EXHIBIT "A"

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 17' 36" LT	9,380.00'	539.16'	539.08'	N49° 53' 02" E
C2	00° 52' 36" RT	3,905.00'	59.75'	59.75'	N48° 40' 32" E
C3	03° 43' 06" LT	9,380.00'	608.74'	608.63'	S53° 23' 23" W

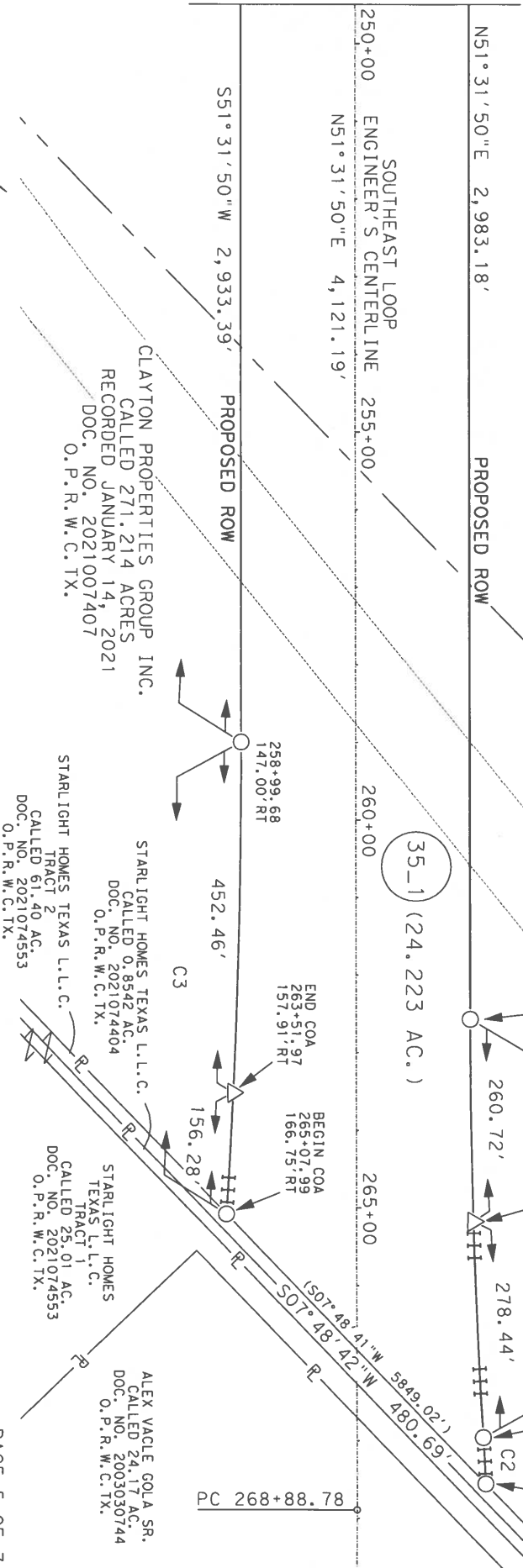
ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI Stn 276+88.71  
 N = 10,162,147.81  
 E = 3,180,446.01  
 Δ = 24° 56' 34.87" (RT)  
 D = 01° 33' 32.65"  
 L = 1,599.87'  
 T = 812.81'  
 R = 3,675.00'  
 PC Stn 268+88.78  
 PT Stn 284+88.65

JAMES HICKMAN SURVEY NO. 291  
 SECTION NO. 24, ABSTRACT NO. 291

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

APPROXIMATE LOCATION OF SURVEY LINE  
 100' PIPELINE EASEMENT  
 DOC. NO. 2007032546  
 O.P.R.W.C.TX.

MATCH LINE 4 OF 7



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04P-35.2.dgn

REF. FIELD NOTE NO. 49164  
 PAGE 5 OF 7

EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	118.725 AC. LEFT
				REMAINING	128.266 AC. RIGHT



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

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 CLAYTON PROPERTIES GROUP INC.  
 TAX ID: R020588, R020620  
 PARCEL 35-1  
 24.223 AC. (1,055,154 SQ. FT.)

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

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T559119 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 599 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 328, PAGE 337 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 262 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RESTRICTING COVENANTS AND PARTIAL RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2007032946, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
5. A WATERLINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 18 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
6. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 599, PAGE 609 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 892, PAGE 754 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. AN UNDERGROUND GAS SUPPLY PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2008001631 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
9. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO AS DESCRIBED IN DOCUMENT NO. 2008018623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
10. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC AS DESCRIBED IN DOCUMENT NO. 2016089861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PARTIAL ASSIGNMENT OF CONSENT AGREEMENT OF RECORD IN DOCUMENT NO. 2021094868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PETITION FOR CONSENT TO CREATION OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 OF RECORD IN DOCUMENT NO. 2021095825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE:\\sdcminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04P-35-1.dgn

PAGE 6 OF 7  
REF. FIELD NOTE NO. 49164

EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	118.725 AC. LEFT
				REMAINING	128.266 AC. RIGHT



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

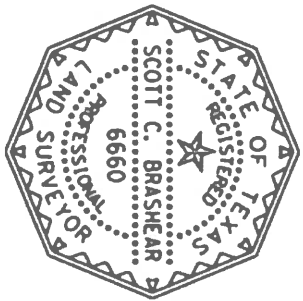
RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CLAYTON PROPERTIES GROUP, INC.  
TAX ID: R020588, R020620  
PARCEL 35-1  
24.223 AC. (1,055,154 SQ. FT.)

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE 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
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVOD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159119, 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.



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.

PAGE 7 OF 7

REF. FIELD NOTE NO. 49164

FILE: \\ssaminc\AUS\PROJECTS\1021061125\100\Survey\03EXHIBITS\35\PLAT\04VP-35.1.dgn

EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	118.725 AC. LEFT	REMAINING	128.266 AC. RIGHT
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4801 Southwest Parkway

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Fax: (512) 326-3029

Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CLAYTON PROPERTIES GROUP, INC.  
TAX ID: R020588, R020620  
PARCEL 35.1

24.223 AC. (1,055,154 SQ. FT.)

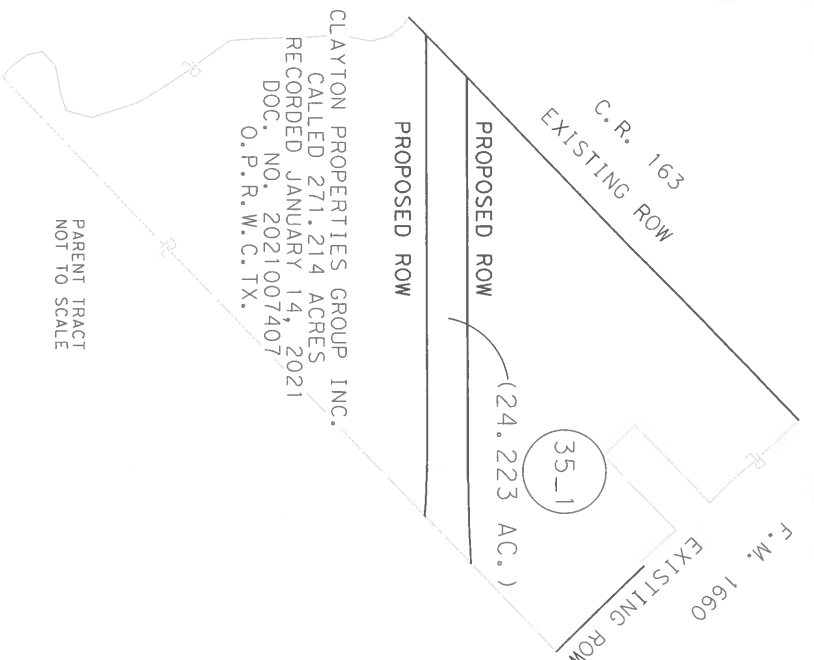
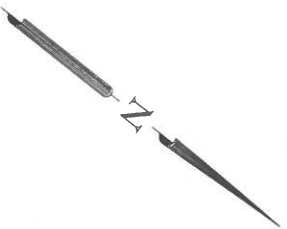


EXHIBIT "A"

DATE

9/7/2023

DATE

9/7/2023

DATE

9/7/2023

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9/7/2023

DATE



## EXHIBIT "B"

County: Williamson  
Parcel No.: 35\_2  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 6  
September 7, 2023

### PROPERTY DESCRIPTION FOR PARCEL 35\_2

DESCRIPTION OF A 1.272 ACRE (55,392 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.272 ACRE (55,392 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod with aluminum cap stamped "TXDOT" found 1,668.34 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 266+10.86 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Document No. 2016064888, O.P.R.W.C.TX., for an exterior ell corner of said 271.214 acre tract, said point being the beginning of a curve to the left;

**THENCE**, with the existing south right-of-way line of Southeast Loop, the following two (2) courses and distances:

With said curve to the left, an arc distance of 128.94 feet, through a delta of 07°06'13", having a radius of 1,040.00 feet, and a chord that bears S 79°06'22" E, a distance of 128.86 feet to a TXDOT Type II bronze disk in concrete found, and

S 82°38'46" E, a distance of 217.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,723.22, E=3,178,896.84) set 1,414.25 feet left of Southeast Loop E.C.S. 268+46.65 on the proposed north right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

**THENCE**, departing the proposed north right-of-way line of Southeast Loop, with the existing south right-of-way line of F.M. 1660, the following three (3) courses and distances numbered 1-3:

- 1) N 07°43'50" E, a distance of 35.02 feet to a TXDOT Type II bronze disk in concrete found on the existing south right-of-way line of F.M. 1660 as described in Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and in Volume 384, Page 612, D.R.W.C.TX., and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952,
- 2) S 82°29'06" E, a distance of 291.96 feet to a calculated point, and
- 3) S 82°49'21" E, a distance of 510.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 895.78 feet left of Southeast Loop E.C.S. 273+26.38 on the proposed north right-of-way line of Southeast Loop, for the most northerly northeast corner of the parcel described herein;

**THENCE**, departing the existing south right-of-way line of said F.M. 1660, with the proposed north right-of-way line of Southeast Loop, the following two (2) courses and distances numbered 4-5:

- 4) S 07°11'08" W, a distance of 25.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 875.89 feet left of Southeast Loop E.C.S. 273+13.44, said point being the beginning of a curve to the right,



EXHIBIT "B"

County: Williamson  
Parcel No.: 35\_2  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 6  
September 7, 2023

- 5) With said curve to the right, an arc distance of 150.43 feet, through a delta of 16°06'38", having a radius of 535.00 feet and a chord which bears S 37°04'52" E, a distance 149.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 726.60 feet left of Southeast Loop E.C.S 273+24.85 on the common line of said 271.214 acre tract and a called 61.40 acre tract described as Tract 2 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 221074553, O.P.R.W.C.TX., for the most easterly northeast corner of the parcel described herein;

6) **THENCE**, S 07°48'42" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 271.214 acre tract and said 61.40 acre tract, a distance of 223.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 556.60 feet left of Southeast Loop E.C.S 272+01.50 on the proposed north right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

**THENCE**, departing the common line of said 271.214 acre tract and said 61.40 acre tract, with the proposed north right-of-way line of Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 7-9:

- 7) N 12°51'46" W, a distance of 60.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 612.82 feet left of Southeast Loop E.C.S. 272+19.68, said point being the beginning of a curve to the left,
- 8) With said curve to the left, an arc distance of 394.69 feet, through a delta of 51°59'12", having a radius of 435.00 feet, and a chord that bears N 38°51'22" W, a distance of 381.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 992.45 feet left of Southeast Loop E.C.S. 271+90.70, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

County: Williamson  
Parcel No.: 35\_2  
Tax ID: R020588, R020620  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 3 of 6  
September 7, 2023

- 9) N 82°38'46" W, a distance of 610.07 feet to the **POINT OF BEGINNING**, and containing 1.272 acres (55,392 sq. ft.) of land.

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* 9/7/2023  
\_\_\_\_\_  
Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "B"

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°06'13"LT	1,040.00'	128.94'	128.86'	S79°06'22"E
(C1)	107°06'13"LT	(1,040.00')	(128.94')	(128.86')	(S79°06'05"E)
C2	16°06'38"RT	535.00'	150.43'	149.94'	S37°04'52"E
C3	51°59'12"LT	435.00'	394.69'	381.29'	N38°51'22"W

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°43'50"E	35.02'
(L1)	(N07°44'07"E)	(35.02')
L2	S07°11'08"W	25.56'
L3	S07°48'42"W	223.34'
(L3)	(S07°48'41"W)	(5,849.02')
L4	N12°51'46"W	60.03'

P.O.C.  
5/8" W/ALUMCAP  
STAMPED TXDOT  
266+10.86  
1,668.34' LT

P.O.B.  
N=10,162,723.22  
E=3,178,896.84  
268+46.65  
1,414.25' LT

DOC. NO. 2016064888  
O.P.R.W.C. TX.

F.M. 1660  
(VARIABLE WIDTH R.O.W.)  
CSJ 1566-002-01  
JULY, 1952  
VOL. 384, PG. 602  
D.R.W.C. TX.

APPROXIMATE LOCATION OF SURVEY LINE

100' PIPELINE EASEMENT  
DOC. NO. 2007032546  
O.P.R.W.C. TX.

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

CLAYTON PROPERTIES GROUP INC.  
CALLED 271.214 ACRES  
RECORDED JANUARY 14, 2021  
DOC. NO. 2021007407  
O.P.R.W.C. TX.

JAMES HICKMAN SURVEY NO. 291  
SECTION NO. 24, ABSTRACT NO. 291

STARLIGHT HOMES TEXAS L.L.C.  
TRACT 2  
CALLED 61.40 AC.  
DOC. NO. 2021074553  
O.P.R.W.C. TX.

ALEX VACLE GOLA SR.  
CALLED 24.17 AC.  
DOC. NO. 2003030744  
O.P.R.W.C. TX.

(1.272 AC.)

STARLIGHT HOMES TEXAS L.L.C.  
CALLED 25.01 AC.  
DOC. NO. 2021074553  
O.P.R.W.C. TX.

FILE: \\seminca\US\PROJECTS\1021061125\100\Survey\03\Exhibits\35\PLAT\04\B-35-3.dgn

EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT
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PAGE 4 OF 6  
REF. FIELD NOTE NO. 49642



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

**SAW**  
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  
CLAYTON PROPERTIES GROUP INC.  
TAX ID: R020588, R020620  
PARCEL 35-2  
1.272 AC. AC. (55,392 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
  1. ASSESSMENT AND PENALTIES WHICH MAY ACCRUE.
  2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 599 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
  3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 328, PAGE 537 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 262 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RESTRICTIVE COVENANTS AND PARTIAL RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2007032546, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
  5. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 18 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
  6. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 599, PAGE 609 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 892, PAGE 754 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
  8. AN UNDERGROUND GAS SUPPLY PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2008001631 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
  9. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO AS DESCRIBED IN DOCUMENT NO. 2008018623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
  10. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC AS DESCRIBED IN DOCUMENT NO. 2016089861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PARTIAL ASSIGNMENT OF, CONSENT AGREEMENT OF RECORD IN DOCUMENT NO. 2021094868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PETITION FOR CONSENT TO CREATION OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 OF RECORD IN DOCUMENT NO. 2021095825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\seminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04P-35.3.dgn

EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT
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**SAW**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX: (512) 326-3029

Texas Firm Registration No. 10084300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CLAYTON PROPERTIES GROUP, INC.  
TAX ID: R020588, R020620  
PARCEL 35-2  
1.272 AC. AC. (55,392 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
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

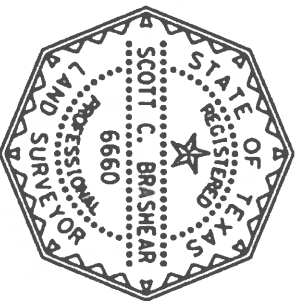
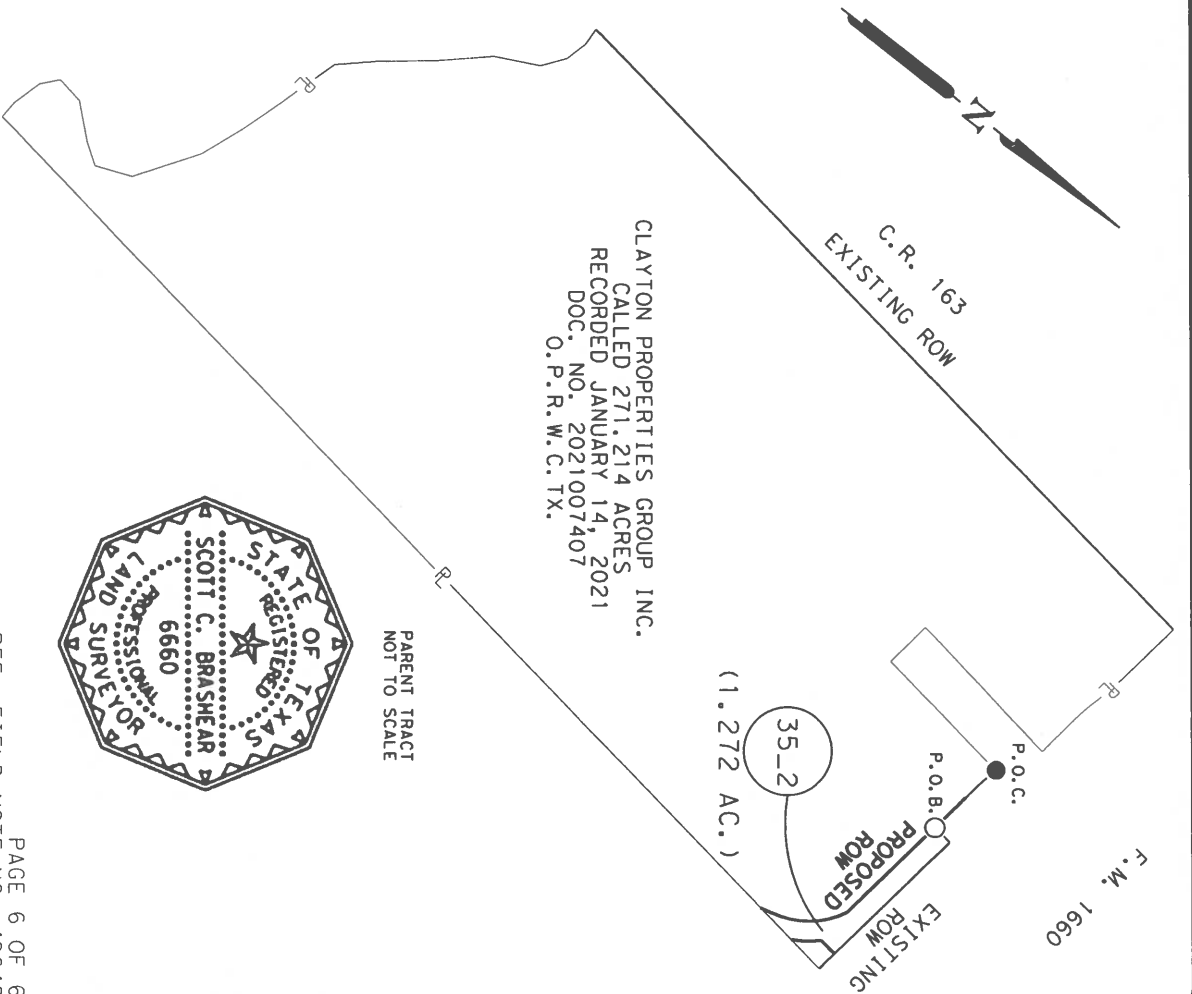
## NOTES:

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-159119, 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, WIRMIAN & 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

9/7/2023  
DATE



FILE: \\saminc\VAUS\PROJECTS\1021061125\100\Survey\03\exhibit\35\PLAT\04\p-35-3.dgn

EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT
----------	-------------	---------	-----------	-----------	------------------

**SAM**

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

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CLAYTON PROPERTIES GROUP, INC.  
TAX ID: R020588, R020620  
PARCEL 35-2  
1.272 AC. AC. (55,392 SQ. FT.)

# EXHIBIT "C"

Parcel 35

## **SPECIAL WARRANTY 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 **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**, 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** (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, and subject to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY (defined herein), has this day Sold and by these presents does Grant, Bargain, Sell and Convey unto Grantee, 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 (collectively, the "Property"):

All of that certain 24.223 acres (1,055,154 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section 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 35 Part 1**"); and

All of that certain 1.272 acres (55,392 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("**Parcel 35 Part 2**");

**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:**

**(a)** This conveyance is made subject to: **(i)** Visible and apparent easements not appearing of record;



(ii) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and (iii) 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. **(b)** 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 Property and upon the condition that none of such operations shall be conducted so near the surface of said Property 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 Property for the construction and maintenance of Southeast Loop/East Wilco Highway. **(c)** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including, without limitation, the water, soil and geology, the suitability thereof and of the Property for any and all activities and uses which Grantee may elect to conduct, the existence of any environmental hazards or conditions (including but not limited to the presence of asbestos or hazardous materials) or compliance with applicable environmental laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body; the conveyance of the Property is made on an “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” basis.

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 in the locations of the designated Control of Access Line (“COA”) set out in Exhibits “A” and “B”. 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.

**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, except as to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said Property 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, except as to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature page follows]*



**GRANTOR:**

CLAYTON PROPERTIES GROUP, INC.,  
a Tennessee corporation doing business  
in Texas as BROHN HOMES

By: \_\_\_\_\_  
Adam B. Boenig, Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2023 by Adam B. Boenig, 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: [INSERT]**

**Exhibit “A”**

**Exhibit “B”**