

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 1S

COUNTY OF WILLIAMSON

§

Project: CR 110 S

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and MARK KAISER and DAVID GRANT KAISER (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 110 S and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of FIVE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED SEVENTY FOUR and 00/100 Dollars (\$585,774.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment, subject to the other conditions in paragraph 14. below. The parties agree that the sum tendered represents 90 percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the

Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered 9691-15-1113 issued July 20, 2015 by Texas American Title Company (Title Resources Guarantee Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 15, 2016.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: None.

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Mark Kaiser
MARK KAISER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Mark Kaiser, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

see attached A Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Yolo)

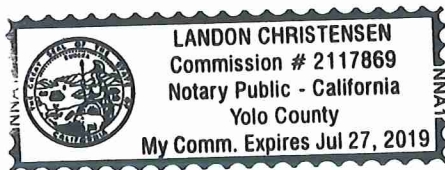
On 12/8/15 before me, Landon Christensen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark Kaiser
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

GRANTOR:

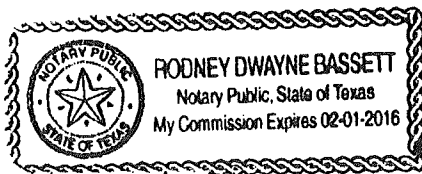
David Grant Kaiser
DAVID GRANT KAISER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 14th day of December, 2015 by David Grant Kaiser, in the capacity and for the purposes and consideration recited herein.



Rodney Dwayne Bassett
Notary Public, State of Texas
Printed Name: Rodney Dwayne Bassett
My Commission Expires:

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel No.: 1S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 1S

DESCRIPTION OF A 2.883 ACRE (125,568 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 38.673 ACRE TRACT OF LAND BELONGING TO GRANT AND MARK KAISER, AS DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2011065991 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 2.883 ACRE (125,568 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type II monument found 189.90 feet right of Engineer's Centerline Station (E.C.S.) 99+93.30, on the existing north right-of-way line of U.S. Highway 79 (a variable width right-of-way), TxDOT Strip Map, CSJ # 0204-01-052 & 0204-01-059 (unknown date), as conveyed to the State of Texas and recorded in Volume 304, Page 43 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the south line of said 38.673 acre tract, same being the beginning of a curve;

THENCE, with the existing north right-of-way line of said U.S. Highway 79 and the south line of said 38.673 acre tract, being a curve to the right, an arc distance of 45.90 feet, through a central angle of 02°20'41", having a radius of 7,629.71 feet, and a chord that bears S 75°48'03" W, a distance of 45.90 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 144.06 feet right of E.C.S. 99+92.53, said point being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N:10168546.21, E:3156830.60) of the parcel described herein, same being the beginning of a curve;

- 1) **THENCE**, with the existing north right-of-way line of said U.S. Highway 79 and the south line of said 38.673 acre tract, being a curve to the right, an arc distance of 144.14 feet, through a central angle of 01°04'57", having a radius of 7,629.71 feet, and a chord that bears S 76°32'50" W, a distance of 144.14 feet to a TxDOT Type II concrete monument found 0.08 feet left of E.C.S. 99+99.62;
- 2) **THENCE** N 52°28'52" W, with the existing north right-of-way line of said U.S. Highway 79 and the southwest line of said 38.673 acre tract, a distance of 64.04 feet to a TxDOT Type II concrete monument found 40.97 feet left of E.C.S. 100+41.02, said point being on the east right-of-way line of CR 110, (no record information found), same being the south corner of said 38.673 acre tract;

THENCE, with the existing east right-of-way line of said CR 110 and the west line of said 38.673 acre tract, the following three (3) courses and distances, numbered 3 through 5:

- 3) N 02°13'00" W, a distance of 335.22 feet to a 1/2" iron rod found 1.20 feet left of E.C.S. 103+71.67,
- 4) N 01°41'55" W, a distance of 574.94 feet to a 1/2" iron rod found 7.52 feet right of E.C.S. 109+46.62, and

- 5) N 03°12'37" W, a distance of 812.51 feet to a concrete monument found 2.25 feet left of E.C.S. 117+59.04, said point being the northwest corner of said 38.673 acre tract, same being the southwest corner of a called 79.47 acre tract of land described as Tract 3 in a deed to Siena Kyle Commercial, LP. and recorded in Document No. 2008000334, O.P.R.W.C.TX., from which a ½" iron rod found 1.56 feet left of E.C.S. 117+59.14, bears N 80°11'24" E, a distance of 0.70 feet, for a **POINT OF REFERENCE**;
- 6) **THENCE** N 87°24'05" E, with the common line of said 38.673 acre tract and 79.47 acre tract, a distance of 70.26 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 117+58.61, said point being on the proposed east right-of-way line of CR 110;

THENCE, over and across said 38.673 acre tract, with the proposed east right-of-way line of CR 110, the following five (5) courses and distances numbered 7 through 11:

- 7) S 02°56'12" E, a distance of 372.02 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 113+86.74, for the centerline PT, and the beginning of a curve,
- 8) Being a curve to right, an arc distance of 169.97 feet, through a central angle of 00°58'02", having a radius of 10,068.00 feet, and a chord that bears S 02°27'40" E, a distance of 169.97 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 112+17.92, for the centerline PC,
- 9) S 01°58'39" E, a distance of 660.44 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 105+57.48, for the centerline PT, and the beginning of a curve,
- 10) Being a curve to right, an arc distance of 477.19 feet, through a central angle of 09°46'30", having a radius of 2,797.00 feet, and a chord that bears S 06°51'54" E, a distance of 476.61 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 100+68.69, and

11) S 58°33'23" E, a distance of 105.66 feet to the **POINT OF BEGINNING**, and containing 2.883 acres (125,568 sq. ft.) of land, more or less

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

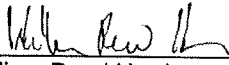
All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, William Reed Herring, 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 this the 21st day of October, 2015.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- Ⓡ RECORD INFORMATION
- Ⓡ PUBLIC UTILITY EASEMENT
- Ⓡ P.O.B. POINT OF BEGINNING
- Ⓡ P.O.C. POINT OF COMMENCING
- Ⓡ P.O.R. POINT OF REFERENCE
- Ⓡ P.C. POINT OF CURVATURE
- Ⓡ P.T. POINT OF TANGENCY
- Ⓡ P.I. POINT OF INTERSECTION
- Ⓡ 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)

U.S. HIGHWAY 79
VARIABLE WIDTH R.O.W.
CSJ. NO. 0204-01-052
& 0204-01-059
(UNKNOWN DATE)

STATE OF TEXAS
VOL. 304, PG. 43
D.R.W.C.TX.

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

100+41.02
40.97' LT

EXISTING ROW LINE
N02°13'00"W 335.22' (N00°34'51"E 384.29')

ENGINEER'S CENTERLINE

GRANT AND MARK KAISER
CALLED 38.673 ACRES
DOC. NO. 2011065991
O.P.R.W.C.TX.

1S

PC 99+92.47
N52°28'04"W
101+00

EXISTING ROW LINE

PROPOSED ROW LINE



GRAPHIC SCALE,
SCALE: 1" = 50'

WILLIAMSON COUNTY, TEXAS

N

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°20'41" (RT)	7,629.71'	45.90'	45.90'	S75°48'03"W
C2	01°04'57" (RT)	7,629.71'	144.14'	144.14'	S76°32'50"W
C4	09°46'30" (LT)	2,797.00'	477.19'	476.61'	S06°51'54"E

100+68.69
68.00' RT

P.O.B.
99+92.53
144.06' RT

GRID COORDINATES
N: 10168546.21
E: 3156830.60

P.O.C.
99+93.30
189.90' RT

R. MCNUIT SURVEY,
ABSTRACT 422

ENGINEER'S CENTERLINE

CURVE DATA
P.I. Sta 102+75.90
N 10,170,009.143
E 3,157,004.131
Δ = 11°17'58" (RT)
D = 01°59'59"
T = 283.43'
L = 565.01'
R = 2,865.00'
P.C. Sta 99+92.47
P.T. Sta 105+57.48

TIME: 11:12:03 PM
DATE: 10/20/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 15a.dgn

PAGE 3 OF 6
REF. FIELD NOTE NO. 17975

EXISTING	ACQUIRE	REMAINING
38.673 AC.	2.883 AC.	35.790 AC.



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
GRANT AND MARK KAISER
PARCEL 1S

2.883 AC. (125,568 SQ. FT.)

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

ENGINEER'S CENTERLINE N 01°58'39" W 660.44'

105±00

103+71.67
1.20' LT

GRANT AND MARK KAISER
CALLED 38.673 ACRES
DOC. NO. 2011065991
O.P.R.W.C.TX.

EXISTING ROW LINE N01°41'55"W 574.94'
(N00°29'14"E 573.53')

CPT 105+57.48

(1S)

S01°58'39"E 660.44'

PROPOSED ROW LINE

105+57.48
68.00' RT

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N02°13'00"W	335.22'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	09°46'30" (LT)	2,797.00'	477.19'	476.61'	S06°51'54"E

R. McNUTT SURVEY,
ABSTRACT 422

ENGINEER'S CENTERLINE

CURVE DATA
P.I. Sta 102+75.90
N 10,170,009.143
E 3,157,004.131
Δ = 11°17'58" (RT)
D = 01°59'59"
T = 283.43'
L = 565.01'
R = 2,865.00'
P.C. Sta 99+92.47
P.T. Sta 105+57.48



GRAPHIC SCALE,
SCALE: 1" = 50',
WILLIAMSON COUNTY, TEXAS



TIME: 11:02:07 PM
DATE: 10/20/2015
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PAGE 4 OF 6
REF. FIELD NOTE NO. 17975

EXISTING	38.673 AC.	ACQUIRE	2.883 AC.	REMAINING	35.790 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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

COUNTY ROAD 110

VARIABLE WIDTH ROW

(NO RECORD INFORMATION FOUND)

PC 112+17.92

ENGINEER'S CENTERLINE

N 01° 41' 55" W 574.94'
(N00° 29' 14" E 573.53')

109+46.62
7.52' RT

N03° 12' 37" W 812.51'
(N00° 33' 50" 812.91')

GRANT AND MARK KAISER
CALLED 38.673 ACRES
DOC. NO. 2011065991
O.P.R.W.C. TX.

(1S)

S01° 58' 39" E 660.44'

C3

PROPOSED ROW LINE

112+17.92
68.00' RT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00° 58' 02" (RT)	10,068.00'	169.97'	169.97'	S02° 27' 40" E



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

R. McNUTT SURVEY,
ABSTRACT 422

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 113+02.33
N 10,171,036.805
E 3,156,968.649
Δ = 00° 58' 02" (LT)
D = 00° 34' 23"
T = 84.41'
L = 168.82'
R = 10,000.00'
P.C. Sta 112+17.92
P.T. Sta 113+86.74

TIME: 11:08:51 PM
DATE: 10/20/2015
FILE: J:\1014035067\100\Survey\06Plots\Parcel 1Sc.dgn

PAGE 5 OF 6
REF. FIELD NOTE NO. 17975

EXISTING 38.673 AC. ACQUIRE 2.883 AC. REMAINING 35.790 AC. RIGHT



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

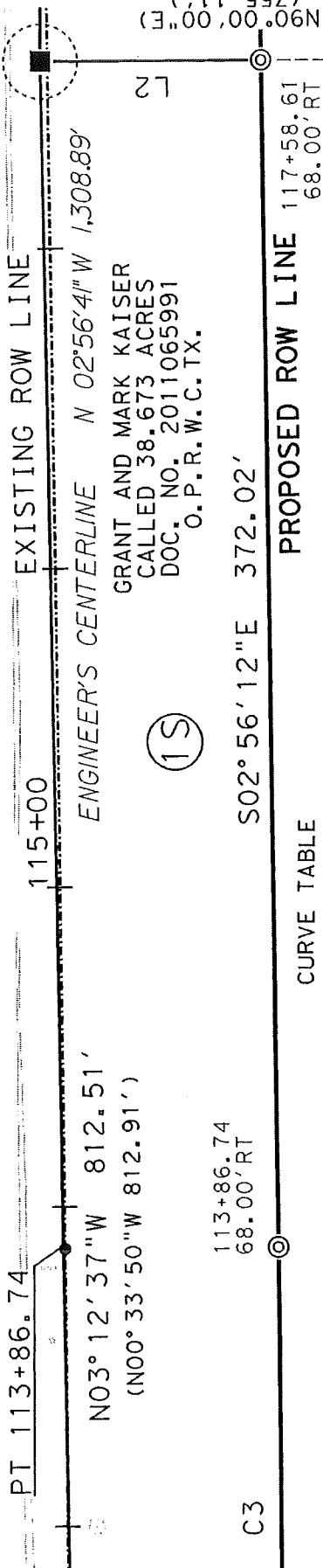
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

SEE
DETAIL "A"



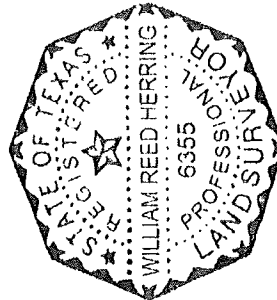
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°58'02" (RT)	10,068.00'	169.97'	169.97'	S02°27'40"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N87°24'05"E	70.26'
L3	N80°11'24"E	0.70'

R. McNUTT SURVEY,
ABSTRACT 422



NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAV98 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC, IN FEBRUARY, 2015.

4. AREA CALCULATED BY SAM, LLC. 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.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/21/2015
DATE



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GRANT AND MARK KAISER
PARCEL 1S
2.883 AC. (125,568 SQ. FT.)

NOT TO SCALE

TIME: 1:08:02 PM

DATE: 10/20/2015

FILE: J:\1014035067\100\Survey\06Plats\Parcel 1 Sd.dgn

PAGE 6 OF 6
REF. FIELD NOTE NO. 17975

EXISTING	ACQUIRE	REMAINING
38.673 AC.	2.883 AC.	35.790 AC.

SIENA KYLE COMMERCIAL, LP
CALLED 79.47 ACRES
TRACT 3 OF
DOC. NO. 2008000334
O.P.R.W.C.TX.