

DEVELOPMENT AGREEMENT

This Agreement is made by and between Williamson County, Texas, ("County") and Taylor Independent School District ("TISD") to be effective the ____ day of _____, 2016 (the "Effective Date").

WHEREAS, TISD owns that certain tract of land described on Exhibit A attached hereto ("TISD Property");

WHEREAS, TISD and has entered into a Possession and Use Agreement for Transportation Purposes with the County dated _____ ("PUA");

WHEREAS, the PUA provides the County with the right of possession and use of a portion of the District's Property for the purpose of the construction of a portion of the proposed Bill Pickett Trail roadway and Williamson County Events Center driveway ("Roadway Property"), as set forth in such PUA;

WHEREAS, the consideration for TISD granting the possession, use, and ultimately the conveyance of the Roadway Property to the County, the County agrees and intends to construct certain driveway facilities on TISD Property ("Driveway Facilities");

WHEREAS, the parties hereto desire to enter into an agreement regarding the construction of the Driveway Facilities, the purpose of which is to specifically provide additional access to and from TISD Property to and from the proposed Bill Pickett Trail roadway to alleviate potential traffic congestion and provide for a safer, more efficient traffic flow to and from the District Property to public rights-of way, including the proposed new Bill Pickett Trail roadway.

NOW THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated and acknowledged, the parties hereto agree as follows:

1. Construction of Driveway Facilities. The County agrees to construct the Driveway Facilities in the easement area described in the Temporary Construction Easement attached hereto as Exhibit B, with the completion of such construction being on or before August 12, 2016. The maps attached to Exhibit B noting the easement area will be replaced with fieldnotes of a new survey of the temporary easement area upon completion of same. The County agrees to provide the fieldnotes for such easement area, at the County's cost and expense, to the District by no later than 20 days after the execution of this Development Agreement. The Driveway Facilities shall be constructed pursuant to and in accordance with the requirements of TISD as set forth on Exhibit C attached hereto, as provided herein, and as set forth in the Temporary Construction Easement attached hereto ("County's Construction Obligations"). Subsequent to

the final, timely completion of the County's Construction Obligations, and acceptance of same by TISD in writing, TISD shall reimburse the County for a portion of the total cost of the construction of the Driveway Facilities ("TISD's Reimbursement Obligation"), provided, however, in no event shall TISD's Reimbursement Obligation exceed a maximum of \$30,000.00. TISD's Reimbursement Obligation is entirely contingent upon the satisfactory and timely completion of the County's Construction Obligations. If the County's Construction Obligations are met as provided herein, then and in such event the County shall provide invoices and written verification of the construction costs associated with its construction of the Driveway Facilities, and TISD shall provide payment to the County of TISD's Reimbursement Obligations as set forth herein within 60 days of its receipt of such invoices and written verification of costs from the County.

2. Conveyance. Subsequent to the final, timely completion of the County's Construction Obligations, and acceptance of same by TISD in writing, TISD shall convey that certain property described on Exhibit D attached hereto by the form of deed provided in the PUA. The County agrees and covenants that the County will not open, provide for, or allow Bill Picket Trail to be used as a public right of way prior to the satisfactory, substantial completion of the Driveway Facilities, acceptable to TISD as indicated by TISD in writing.

3. Assignment. This Agreement shall not be assignable by the County without the prior written consent of TISD, which consent shall not be unreasonably withheld, provided however no assignment will release or discharge the County from any duty or responsibility under this Agreement.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

6. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

7. Integration. This Agreement is the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth

herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice may also be given in any other reasonable manner and shall be effective only if and when received at the address of the addressee. Any address for notice may be changed by written notice delivered as provided herein.

TISD: Taylor Independent School District
Attn: Superintendent of Schools
3101 N. Main Street, Suite 104
Taylor, Texas 76574

The County: _____

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for referenced only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

11. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in Williamson County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

13. Insurance Requirements. The County shall be required to carry and maintain insurance coverage in the types and amounts as follows:

Workmen's Compensation: All liability arising out of the County's employment of workers and anyone for whom the County shall be liable for Worker's Compensation claims.

Employer's Liability: \$1,000,000.00

Commercial General Liability:

Each Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00

Products and Completed Operations \$1,000,000.00

Property Damage \$1,000,000.00 (each occurrence)
\$2,000,000.00 (aggregate)

Independent Contractors (same limits as above)

Contractual Liability (same limits as above)

Automobile Liability:

Bodily Injury/Property Damage \$1,000,000.00 combined single limit

Property Damage \$1,000,000.00 each occurrence

Umbrella/Excess Liability: \$3,000,000.00

All Risk Builders Risk against the perils of fire, lightning, wind storm, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount of 100% of the value of the improvements including transit and materials stored off site.

A copy of a certificate of insurance, a certificate of authority to self-insure, or a coverage agreement is required from the time the County commences its Construction Obligations until such construction has been completed.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

TAYLOR INDEPENDENT SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

Exhibits:

Exhibit A: TISD Property

Exhibit B: Temporary Easement

Exhibit C: TISD Required Driveway Facilities Specifications

Exhibit D: Property to be conveyed to County

EXHIBIT A
TISD PROPERTY

Being 50 acres of land, more or less, out of the W. J. Baker Survey, Abstract 65, Williamson County, Texas, described in deed to Taylor Independent School District, dated September 14, 1989, recorded in Volume 1821, Page 469, Official Records of Williamson County, Texas.

DRAFT

EXHIBIT B

TEMPORARY EASEMENT

[Such easement area to be further defined upon the provision of a survey.]

TEMPORARY CONSTRUCTION EASEMENT

Taylor ISD Driveway Construction

KNOW ALL PERSONS BY THESE PRESENTS:

That TAYLOR INDEPENDENT SCHOOL DISTRICT (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of constructing and/or reconstructing a driveway connection between the proposed Bill Pickett Trail roadway improvements ("Project") and the existing roadways on the remaining property of Grantor, and any associated grading and drainage therewith, in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The removal and/or construction by Grantee of any improvements, driveway, curbs, parking lot, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein and shall be done in accordance with the terms and conditions of that certain Development Agreement by and between Taylor Independent School District and Williamson County, Texas, dated _____, 2016.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", Grantee shall, at its expense, on or before August 12, 2016, restore any Property injured or damaged by Grantee's use of the easement area and activities thereon, including specifically landscaping, irrigation, parking, pavement, signage, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of six (6) months after the beginning of the work upon the Property, or (b) on the date of completion of construction of the Project.

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

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

At no time during the grant of this easement shall Grantee, its agents or contractors be allowed to store machinery or materials within the easement area unattended or during periods where no active construction work is being performed in the right of way adjacent to the easement area.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ day of _____, 2016.

TAYLOR INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: Anita Volek
Title: President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared Anita Volek, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Taylor Independent School District; that she was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on _____, 2016; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2016.

Notary Public, State of Texas

EXHIBIT A

[Insert fieldnote description upon completion of survey]

EXHIBIT "A"

CONSTRUCTION
EASEMENT-
PARKS

CONSTRUCTION
EASEMENT-
ROADWAY

CONSTRUCTION
EASEMENT
- TAYLOR ISD
DRIVEWAY

TAYLOR INDEPENDENT
SCHOOL DISTRICT

TAYLOR INDEPENDENT
SCHOOL DISTRICT PARCEL
1"=200'
20160128

EXHIBIT "A"

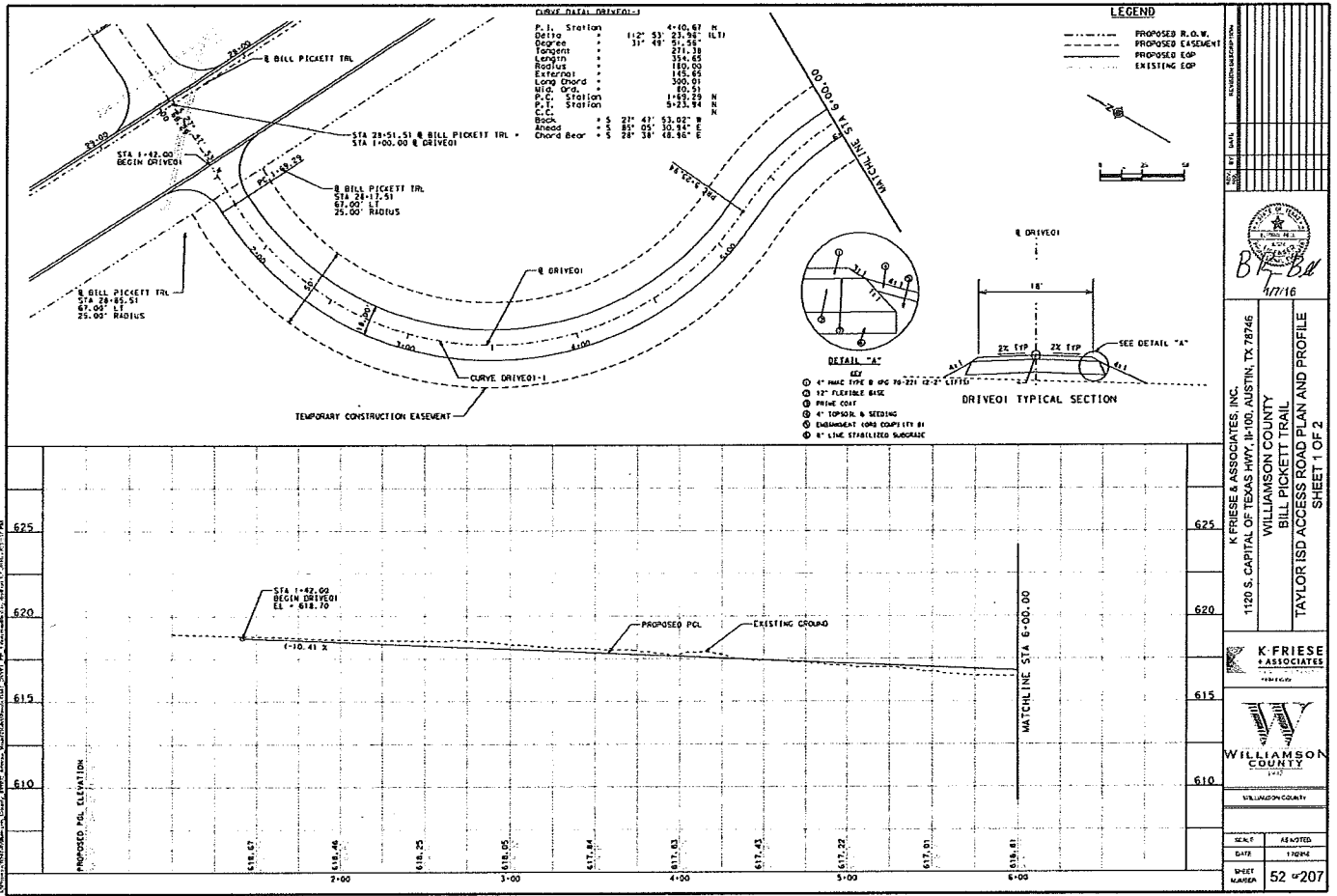
CONSTRUCTION
EASEMENT -
PARKS

CONSTRUCTION
EASEMENT -
ROADWAY

CONSTRUCTION
EASEMENT
- TAYLOR ISD
DRIVEWAY

TAYLOR INDEPENDENT
SCHOOL DISTRICT

TAYLOR INDEPENDENT
SCHOOL DISTRICT PARCEL
1" = 200'
20160128



K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY., 1000, AUSTIN, TX 78746

WILLIAMSON COUNTY
BILL PICKETT TRAIL
TAYLOR ISD ACCESS ROAD PLAN AND PROFILE
SHEET 1 OF 2

WILLIAMSON COUNTY

DATE: 1/20/16
BY: KMA
CHECKED: 1/20/16
APPROVED: 1/20/16

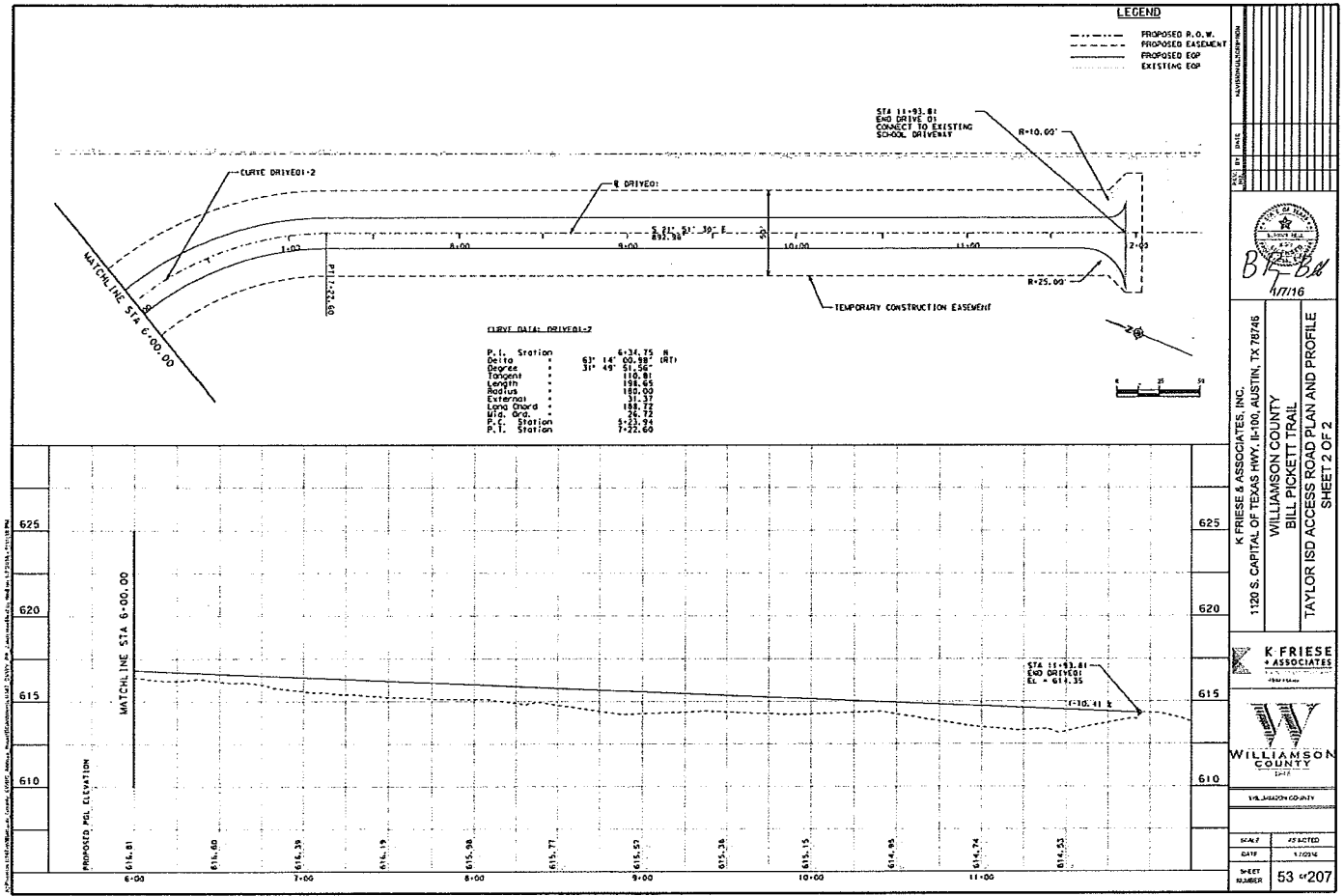


EXHIBIT C
TISD REQUIRED ROAD SPECIFICATIONS

EXHIBIT D
Property to be conveyed to County

DRAFT

EXHIBIT D

County: Williamson
Parcel No.: 2
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 1.525 ACRE (66,410 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 50.01 ACRE TRACT OF LAND AS DEDICATED ~~IN A DEED TO TAYLOR INDEPENDENT SCHOOL DISTRICT, RECORDED~~ IN DOCUMENT NUMBER 202033288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 1.525 ACRE (66,410 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:

as described in
COMMENCING at a 5/8-inch iron rod found 165.26 feet left of engineer's centerline station Bill Pickett Trail (E.C.S.) 33+03.46, on the north line of the said 50.01 acre tract, same being the southeast corner of a called 137.565 acre tract as dedicated to William B. Bohls and Stephen F. Bohls, Tract Two and recorded in document number 1999080705 O.P.R.W.C.TX., same being the southwest corner of a called 39.863 acre tract as dedicated to William County, Texas in document number 2014081582;

THENCE, N 67°58'34" E with the line of said 39.863 acre tract, and the north line of said 50.01 acre tract a distance of 123.28 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 32+48.50, same point being on the proposed south right-of-way line of Bill Pickett Trail, for the **POINT OF BEGINNING** (Grid = N:10194903.75, E:3209853.95) of the parcel described herein;

1) **THENCE**, N 67°58'34" E south with the common line of said 50.01 acre tract and said 39.863 acre tract, a distance of 151.29 feet, to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 31+57.37;

2) **THENCE**, S 62°12'07" E over and across said 50.01 acre tract with the proposed north right-of-way line of Bill Pickett Trail, a distance of 433.13 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet right of E.C.S. 27+24.24, same point being on the west line of a remainder of a called 135.00 acre tract as described in a deed to Williamson County Park Foundation, Inc., in document number 2001039326, same point being on the east line of said 50.00 acre tract, from which three 1-inch iron pipes found bears N67°58'34"E a distance of 280.34 feet, and N21°52'00"W a distance of 1.25 feet;

3) **THENCE**, S 21°52'00" E with the common line of said 135.00 acre remainder tract and said 50.01 acre tract a distance of 185.40 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 25+82.92, same point being on the proposed south right-of-way line of Bill Pickett Trail;

THENCE, over and across said 50.01 acre tract, the following two (2) courses and distances numbered 4 through 5:

4) N 62°12'07" W, a distance of 592.52 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 60.00 feet left of E.C.S. 31+75.44, for the beginning of a curve,

- 5) Being a curve to the right, an arc distance of 79.70 feet, through a central angle of 06°20'33", having a radius of 720.00 feet, and a chord that bears N 59°01'50" W, a distance of 79.66 feet to the **POINT OF BEGINNING**, and containing 1.525 acres (66,410 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

§
§
§

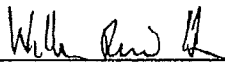
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

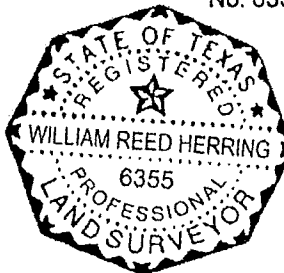
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 2nd day of November, 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



LINE NO.	BEARING	DISTANCE
L1	N67° 58' 34"E	123.28'
L2	N21° 52' 00"W	125'

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°20'33"	720.00'	79.70'	79.66'	N59°01'50"W

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R.W.C.TX.

CONCRETE MONUMENT FOUND
TYPE II CONCRETE MONUMENT FOUND
1/2" PIPE FOUND UNLESS NOTED
1/2" IRON ROD SET WITH ALUMINUM
STAMPED "WILLIAMSON COUNTY ROW"
1/2" IRON ROD FOUND UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT

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
W. C. TX.	DEED RECORDS OF

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

--S--
--7--
DEED LINE (COMMON OWNERSHIP)
DISTANCE NOT TO SCALE
WILLIAMSON COUNTY, TEXAS

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAD88 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. BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE SCHEMATIC RECEIVED BY SAM, LLC. IN SEPTEMBER, 2015.

* COMBINED ACREAGE CALCULATED BY SAM, LLC.

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R.W.C.TX.

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

WILLIAMSON COUNTY
PARK FOUNDATION, INC
REMAINDER OF A.
CALLED 135.00 ACRES
DOC. NO. 2001039326
O.P.R.W.C.TX.

BILL PICKETT TRAIL	CURVE DATA
ENGINEERS' CENTERLINE	3+418.07
PI STATION	40+28'10" (RT)
DELTA	8°40'52"
TANGENT	242.02
LENGTH	465.02
RADIUS	690.00
PT STATION	3+475.44
PC STATION	36+02.46

TAYLOR INDEPENDENT
SCHOOL DISTRICT
CALLED 50.01 ACRES
DOC. NO. 2002033288
O.P.R.W.C. TX.

PROPOSED ROW LINE
S2° 12' 07" E 433.13'
L PICKETT TRAIL
120' R.O.W.
ENGINEER

N62°12'07"W 592.52'
PROPOSED ROW LINE

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.

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

TIME:9:27:50 AM
DATE:11/5/2015

DATE: 11/5/2015
FILE: J:\1015035272\100\Survey\02Base\Parcels\PARCEL 2-1.dgn

EXISTING	50.01 AC.	ACQUIRE	1.525 AC.	REMAINING
----------	-----------	---------	-----------	-----------

SAM[®]
SURVEYING • AERIAL MAPPING • ENGINEERING

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR INDEPENDENT
SCHOOL DISTRICT

1.525 AC. (66,410 SQ. FT.)

EXHIBIT D

County: Williamson
Parcel No.: 3
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 1.065 ACRE (46,387 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 50.01 ACRE TRACT OF LAND AS DEDICATED ~~IN A DEED TO~~ TAYLOR INDEPENDENT SCHOOL DISTRICT, AS DESCRIBED IN DOCUMENT NUMBER 2002033288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 1.065 ACRE (46,387 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 5/8-inch iron rod found, 165.26 feet left of Bill Pickett Trail engineer's centerline station (E.C.S.) 33+03.46, on the north line of said 50.01 acre tract, same being the southeast corner of a called 137.565 acre tract as dedicated in a deed to William B. Bohls and Stephen F. Bohls, Tract Two and recorded in document number 1999080705, O.P.R.W.C.TX., same being the southwest corner of a called 39.863 acre tract as dedicated in a deed to Williamson County, Texas in document number 2014081582, O.P.R.W.C.TX.;

THENCE, N 67°58'34" E with the south line of said 39.863 acre tract, and the north line of said 50.01 acre tract a distance of 274.57 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 31+57.37, same point being on the proposed north right-of-way line of Bill Pickett Trail, for the **POINT OF BEGINNING** (Grid = N:10194960.47, E:3209994.18) of the parcel described herein;

1) **THENCE**, N 67°58'34" E with the common line of said 39.863 acre tract and said 50.01 acre tract, a distance of 280.34 feet, to a calculated point, said point being the northwest corner of a remainder of a called 135.00 acre remainder tract as dedicated in a deed Williamson County Park Foundation, Inc., described in document number 2001039326, O.P.R.W.C.TX., same point being the northeast corner of said 50.01 acre tract, same point being in the south line of said 39.863 acre tract, from which three 1-inch iron pipes found bears N 21°52'00" W, at a distance of 1.25 feet for a **POINT OF REFERENCE**;

2) **THENCE**, S 21°52'00" E with the common line of said 135.00 acre remainder tract and said 50.01 acre tract a distance of 330.93 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet right of E.C.S. 27+24.24, same point being on the proposed north right-of-way line of Bill Pickett Trail;

- 3) **THENCE**, N 62°12'07" W, over and across said 50.01 acre tract, with the proposed north right-of-way line, a distance of 433.13 feet to the **POINT OF BEGINNING**, and containing 1.065 acres (46,387 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

§
§
§

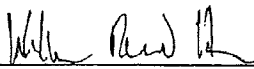
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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 2nd day of November, 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



W. J. BAKER SURVEY, ABSTRACT 65

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°52'00"W	1.25'

DETAIL "A"

P.O.R.
3-1" IPF

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R. W.C. TX.

P.O.B. COORDINATES
E=320999.4, 18
N=10194960.47
E.C.S. 31+57.37
60.00' RT

SEE
"A"
DETAIL

GRAPHIC SCALE
SCALE: 1" = 100'

WILLIAMSON COUNTY,
TEXAS

WILLIAMSON COUNTY
PARK FOUNDATION, INC.
REMAINDER OF A
CALLED 135.00 ACRES
DOC. NO. 2001039326
O.P.R. W.C. TX.

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R. W.C. TX.

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R. W.C. TX.

3

WILLIAMSON COUNTY
PARK FOUNDATION, INC.
REMAINDER OF A
CALLED 135.00 ACRES
DOC. NO. 2001039326
O.P.R. W.C. TX.

BILL PICKETT TRAIL
ENGINEER'S CENTERLINE CURVE DATA
DELTA
- 34°18.07'
- 40°22'10" (RT)
DEGREE OF CURVE
- 8°40'52"
- 242.02'
TANGENT
- 485.00'
RADIUS
- 680.00'
PC STATION
- 3175.44
PT STATION
- 3640.46

PROPOSED ROW LINE
N62°12'07"W 433.13'
BILL PICKETT TRAIL
30+00 120° R.O.W.

PC 31+75.44

N61°58'34"E 274.51'

P.O.C.
E.C.S. 33+03.46
E.C.S. 165.26' LT

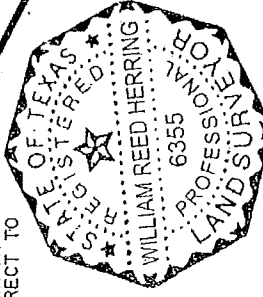
LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II 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
- 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
- NOT TO SCALE
- N.T.S. 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)

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.

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

11/2/2015
DATE



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 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 UNLESS NOTED OTHERWISE. DISTANCES ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE SCHEMATIC RECEIVED BY SAM, LLC. IN SEPTEMBER, 2015.

* COMBINED ACREAGE CALCULATED BY SAM, LLC.

TIME: 9:36:16 AM
DATE: 11/5/2015
FILE: J:\1015035272\100\Survey\02Base\Parcel\Parcel 3-1.dgn

EXISTING	50.01 AC.	ACQUIRE	1.065 AC.	REMAINING	48.945 AC.	LEFT
----------	-----------	---------	-----------	-----------	------------	------

PAGE 3 OF 3
REF. FIELD NOTE NO. 21874



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10654300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR INDEPENDENT
SCHOOL DISTRICT
PARCEL 3
1.065 AC. (46,387 SQ. FT.)