

terminate and the easement rights and improvements constructed within the Property shall revert to and become the responsibility of the Grantor, thirty days following the earlier of the Completion Deadline or the date of completion of construction of the Project (or if later, following the completion by Grantee of the Repairs as defined below). Such termination shall be permanent, and, in no event will Grantee's rights under this Easement subsequently become effective again.

2. Limitations. This Easement 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.

3. Use of the Property. The Easement is granted to Grantee only for the purpose stated herein and for no other purpose, and Grantee shall not be entitled to use the Property or any other portion of the Lakeline Shopping Center of which is a part (the "Shopping Center") for any other purpose. In connection with the use of the Property, Grantee agrees to each of the following terms and conditions:

a. Grantee shall, at its sole cost and expense, at all times keep the remainder of the Shopping Center free from any and all debris and trash relating to the Project.

b. Grantee shall not cause or permit the Property to be put in an unsafe condition.

c. Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Shopping Center any noises that are not consistent with roadway and utility construction work detailed in the Plans.

d. Grantee shall not permit liens or claims of any nature relating to the Project to be filed or charged against the Shopping Center. Should any such lien be filed against the Shopping Center, Grantee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

e. Except as contemplated as part of the Project, no existing improvements within the Property shall be removed or disturbed by Grantee. Grantee shall use its best efforts to prevent any damage to the Shopping Center, any interruption of utility service, interference with the use of the HEB fuel station and any other interference with the operations at the Shopping Center.

f. Grantee assumes all risk of loss or damage to the property of Grantee associated with the Project and/or use of the Property, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. Grantee shall be responsible for all of Grantee's costs related to the use of the Property pursuant to this Agreement, and Grantor shall not be responsible for the security and safety of Grantee's employees, agents, or contractors directly or indirectly associated with the Project and use of the Property pursuant to this Agreement. For Project-related claims, Grantor will not

be liable to Grantee, or those claiming through Grantee, for injury, death or property damage occurring on the Property.

g. All activity within the Property must be coordinated with representatives of Grantor. If a representative of Grantor reasonably believes that activity within the Property is creating or could create a risk of damage to a portion of the Shopping Center outside of the Property, any interruption in utility service, or interference with the operations on the Shopping Center, then Grantee will work to remediate such risk to the mutual satisfaction of Grantor and Grantee.

h. No portion of the Property or remainder of the Shopping Center shall be used for storage or staging of materials or equipment except that during active construction of the Project Grantor shall designate an area that may be used for construction worker parking of personal vehicles during the term of this Easement, but only during the vehicle owners' active work shifts.

i. If, in the course of performing activities relating to the Project, Hazardous Materials or debris are released by Grantee, Grantee (and not Grantor) shall be responsible for the remediation and/or disposal of such materials in accordance with applicable environmental laws. For purposes of this Agreement, the term (i) "**Hazardous Materials**" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

j. Grantee shall keep at least one (1) lane (in each direction) of the access road from Lakeline Boulevard to the HEB fuel station open to traffic at all times. Grantee shall provide notice to Grantor at least five (5) business days prior to any partial closure of such access point.

Following completion of the Project, Grantee shall at its expense and within thirty (30) days of completion of the Project restore any portion of the Property and Shopping Center injured by Grantee's activities, to substantially the same condition as existed previous to entry upon the Property as set forth below.

4. **Repairs.** Grantee agrees that it will, after doing work pursuant to the rights hereby granted, restore the Property and Shopping Center to substantially the same condition as existed prior to such work, taking into consideration the nature of the work being performed. Such restoration obligations shall include without limitation: (i) replacement and regrading of topsoil in areas disturbed by the use of the Property and Shopping Center, and reseeding grass areas with the same type of grass in place on the date hereof; (ii) replacement of any trees, shrubs, or other vegetation that are removed of comparable type and maturity of those existing on the date hereof;

and (iii) removal of equipment and supplies for the Project (collectively, the “**Repairs**”). All of the foregoing activities are deemed to be part of the “Project”. The consideration recited herein shall constitute payment in full for all damages (other than the costs of Grantee’s restoration and repair obligations as set forth in this Easement) sustained by Grantor by reason of the utilization by the Grantee of the rights granted herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by, through or under Grantor but not otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ day of _____, 2018.

GRANTOR:

TR LAKELINE MARKET RETAIL CORP.,
a Delaware corporation

By: _____

Name:

Title:

(Grantor Acknowledgement and Grantee Acceptance Next Page)

ACKNOWLEDGEMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2018, by _____(Name), _____(Title) of _____, an authorized agent of **TR LAKELINE MARKET RETAIL CORP.**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____

ACCEPTANCE

Grantee accepts the attached deed and consents to its form and substance.

GRANTEE:

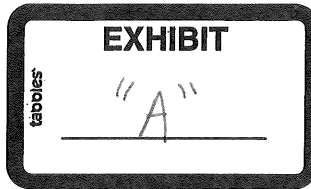
WILLIAMSON COUNTY, TEXAS

By: _____
Dan Gattis, County Judge

Attest:

By: _____
Nancy Rister, County Clerk

Date: _____



METES AND BOUNDS DESCRIPTION

FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.013 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at surveyor's PK nail with washer found marked "BURY" (Surface Coordinates: N = 10147765.62, E = 3093119.64, Project scale factor 0.9998785378), on the northeasterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of Lot 1A, Block "A", of AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which 1/2" iron rod found with cap marked "BURY" on the northwesterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of said proposed Parcel 4, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of said South Lakeline Boulevard, bears S 50°17'49" W for a distance of 156.34 feet;

THENCE, S 36°11'28" E with the common boundary line of said Lot 5, and said Lot 1A, and said proposed Parcel 4 for a distance of 29.35 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 17+25.25, Offset 84.00 feet right), monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, **S 36°11'28" E** with the common boundary line of said Lot 5, and said Lot 1A for a distance of **16.32 feet** to a calculated point for the southeasterly corner hereof, from which a surveyor's PK nail with washer found marked "BURY", on the southeasterly corner of said Lot 5, and an interior ell corner of said Lot 1A, bears S 36°11'28" E for a distance of 249.61 feet;

THENCE, through the interior of said Lot 5, the following three (3) courses and distances:

1. **S 52°39'47" W** for a distance of **37.35 feet** to a calculated point for the southwesterly corner hereof;


2. **N 37°32'08" W** for a distance of **14.75 feet** to a calculated point on the southerly boundary line of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found marked "DIAMOND SURVEYING" (Station 16+73.50, Offset 84.00 feet right), on an angle point in said southerly boundary line of proposed Parcel 4, bears S 50°16'27" W for a distance of 13.99 feet;

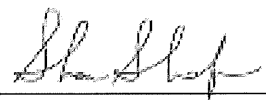
3. **N 50°16'27" E** with said southerly boundary line of said proposed Parcel 4 for a distance of **37.76 feet** to the **POINT OF BEGINNING** hereof and containing 0.013 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
 116 SKYLINE ROAD, GEORGETOWN, TX 78628
 (512) 931-3100



July 10, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

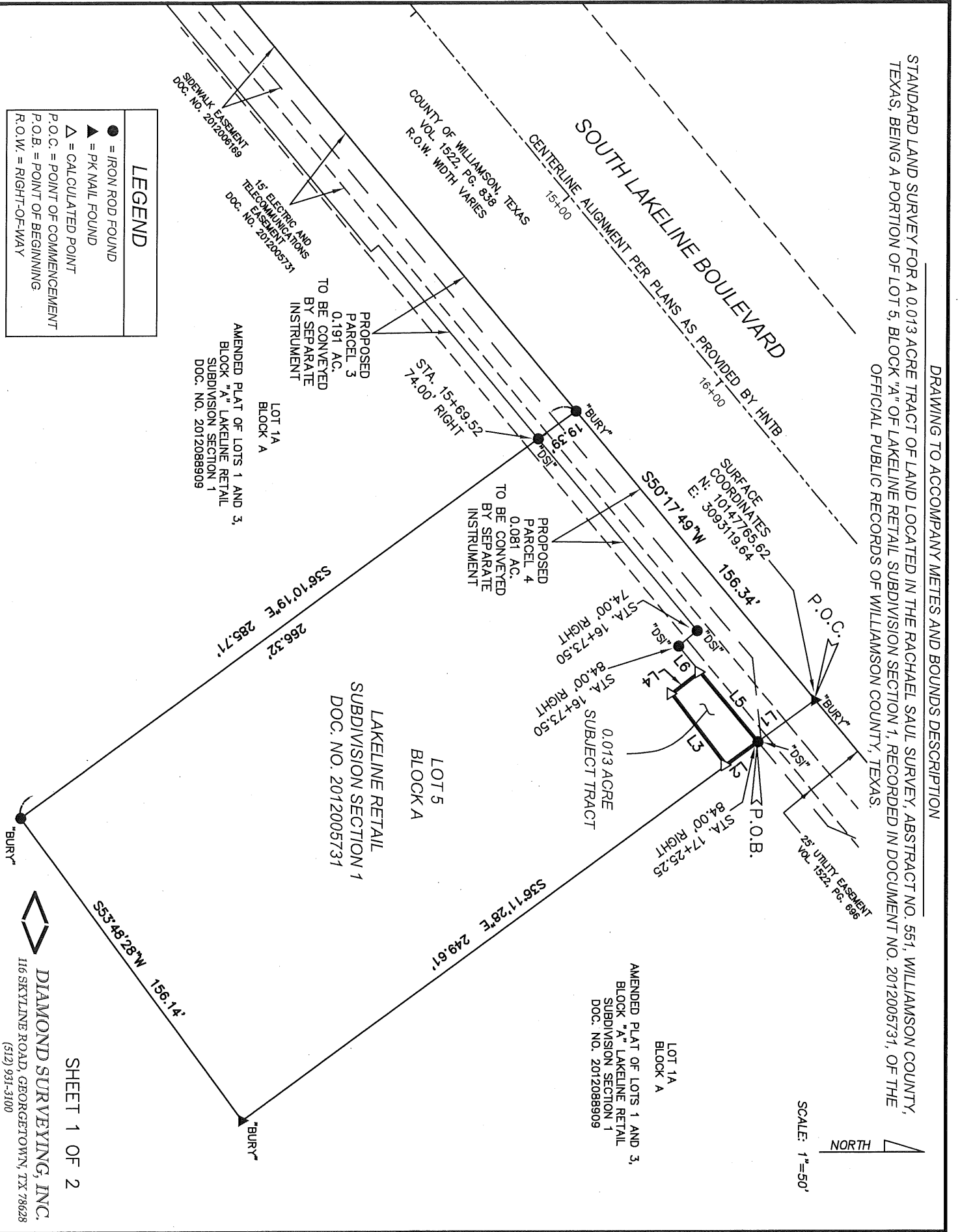
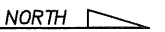
DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1"=50'



LEGEND	
●	= IRON ROD FOUND
▲	= PK NAIL FOUND
△	= CALCULATED POINT
P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
R.O.W.	= RIGHT-OF-WAY

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESM\7-7-17 PARCEL 4 TWSE.dwg

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TX 78628
 (512) 931-3100

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.


LINE	BEARING	DISTANCE
L1	S36°11'28"E	29.35'
L2	S36°11'28"E	16.32'
L3	S52°39'47"W	37.35'
L4	N37°32'08"W	14.75'
L5	N50°16'27"E	37.76'
L6	S50°16'27"W	13.99'

SURVEYOR'S NOTES:

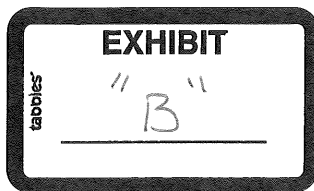
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM. THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)
- 2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.
- 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


 Shane Shafer, R.P.L.S. NO. 5281
 July 10, 2017
 DATE:





METES AND BOUNDS DESCRIPTION

FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.073 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor: 0.9998785378), on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of Lot 5 Block "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on the northwesterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which a surveyor's PK nail with washer found marked "BURY" on the northeasterly corner of said Lot 5, same being on an angle point in said northwesterly boundary line of Lot 1A, Block "A", same being on the northeasterly corner of said proposed Parcel 4, same being on a point in said southerly right-of-way line of South Lakeline Boulevard, bears N 50°17'49" E for a distance of 156.34 feet;

THENCE S36°10'19"E, with the common boundary line of said Lot 1A, and said Lot 5, and said proposed Parcel 3 and said proposed Parcel 4 for a distance of 19.39 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), monumenting the southwesterly corner of said proposed Parcel 4 and the southeasterly corner of said proposed Parcel 3, from which a 1/2" iron rod found marked "BURY", on the southwesterly corner of said Lot 5 and an interior ell corner of said Lot 1A, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE, S 50°16'27" W through the interior of said Lot 1A with the southerly boundary line of said proposed Parcel 3 for a distance of 90.60 feet to a calculated point on the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said Lot 1A, the following two (2) courses and distances:

1. **S 05°16'27" W** for a distance of **21.21 feet** to a calculated point for the southeasterly corner hereof;
2. **S 50°16'27" W** for a distance of **279.32 feet** to a calculated point on the southwesterly boundary line of said Lot 1A, same being on the northeasterly right-of-way line of Pecan Park Boulevard dedicated in Volume 1332, Page 733, of the Official Records of Williamson County, Texas, for the southwesterly corner hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the left on said southwesterly boundary line of Lot 1A, same being on said northeasterly right-of-way line of said Pecan Park Boulevard, bears **S 39°41'54" E** for a distance of 363.12 feet;

THENCE, with said southwesterly boundary line of Lot 1A and said northeasterly right-of-way line of Pecan Park Boulevard, the following two (2) courses and distances:

1. **N 39°41'54" W** for a distance of **4.01 feet** to a calculated point on the beginning of a curve to the right;
2. With said curve to the right an arc distance of **7.05 feet**, said curve having a radius of **30.00 feet**, a central angle of **13°28'08"**, and a chord which bears **N 33°10'54" W** for a distance of **7.04 feet** to an iron rod found with cap marked "DIAMOND SURVEYING" (Station 11+85.40, Offset 78.00 feet right), on the southwesterly corner, of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found on the end of said curve, same being on said northwesterly boundary line of Lot 1A, same being on said southerly right-of-way line of South Lakeline Boulevard, bears **N 11°46'09" E** for a distance of 37.12 feet;

THENCE, through the interior of said Lot 1A, with said southerly boundary line of proposed Parcel 3, the following three (3) courses and distances:


1. **N 50°16'27" E** for a distance of **279.54 feet** to a an iron rod found with cap marked "DIAMOND SURVEYING" (Station 14+64.94, Offset 78.00 feet right), for an angle point hereof;
2. **N 39°43'33" W** for a distance of **4.00 feet** to a an PK nail found, (Station 14+64.94, Offset 74.00 feet right), for an angle point hereof;

3. **N 50°16'27" E** for a distance of **13.98 feet** to the **POINT OF BEGINNING** hereof and containing 0.073 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

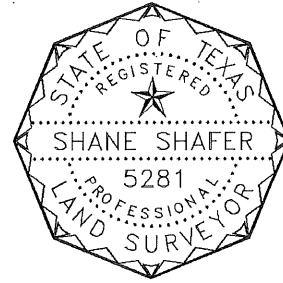
 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



July 10, 2017

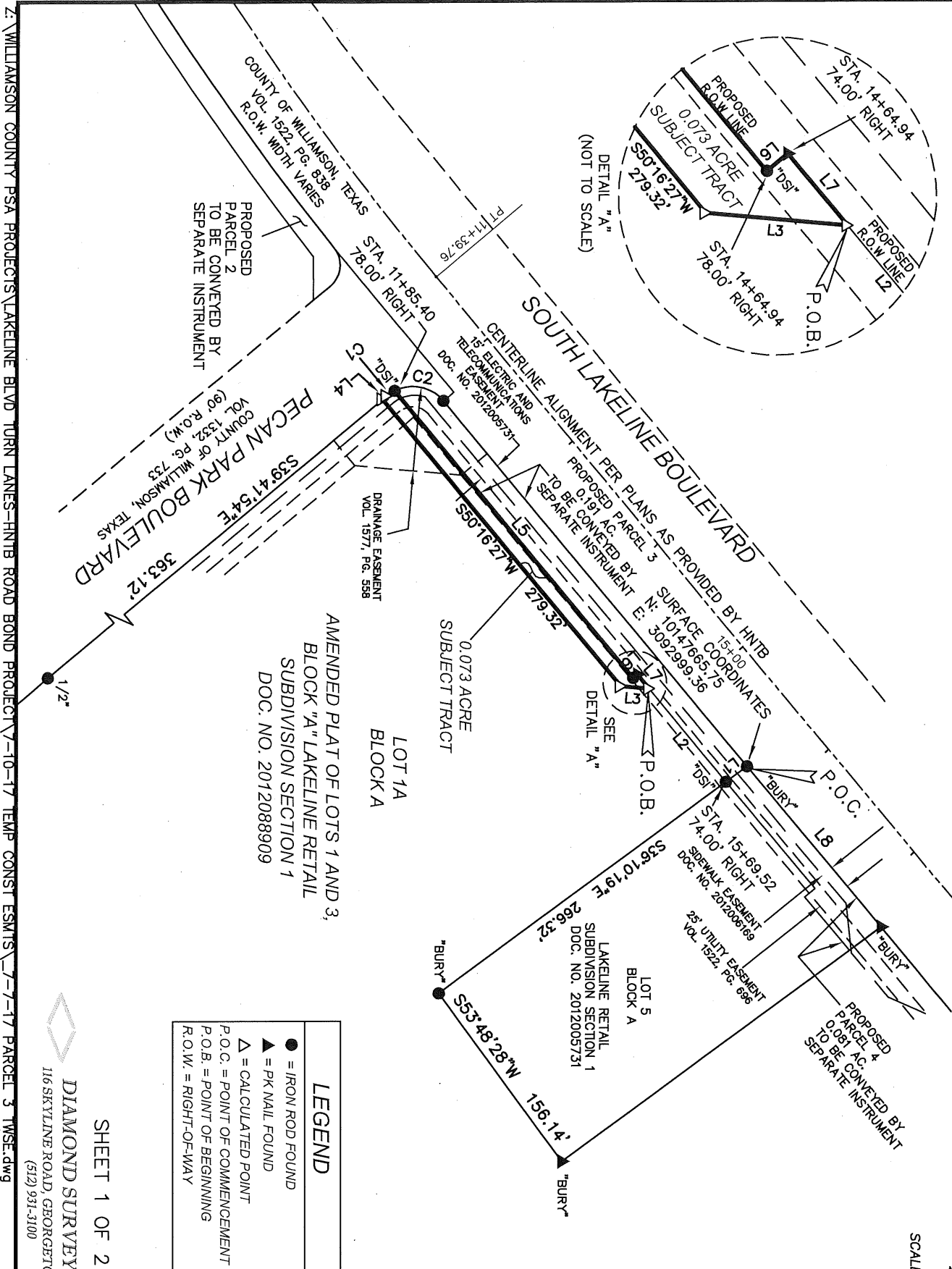
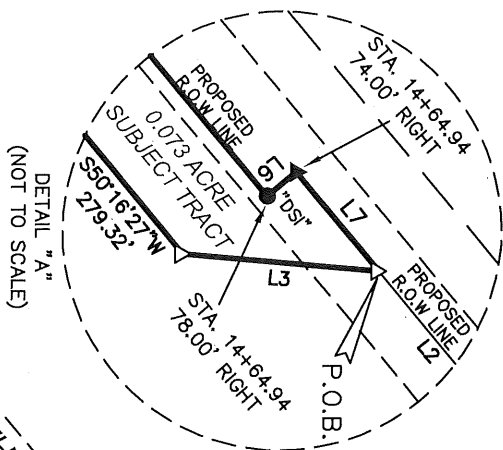
SHANE SHAFER, R.P.L.S. NO. 5281

DATE

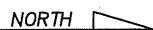


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1"=100'



LEGEND	
●	= IRON ROD FOUND
▲	= PK NAIL FOUND
△	= CALCULATED POINT
P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
R.O.W.	= RIGHT-OF-WAY

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS\7-7-17 PARCEL 3 WSE.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S36°10'19"E	19.39'
L2	S50°16'27"W	90.60'
L3	S05°16'27"W	21.21'
L4	N39°41'54"W	4.01'
L5	N50°16'27"E	279.54'
L6	N39°43'33"W	4.00'
L7	N50°16'27"E	13.98'
L8	N50°17'49"E	156.34'

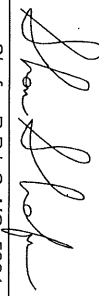
SURVEYOR'S NOTES:

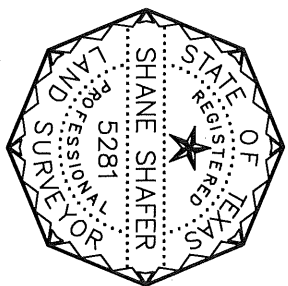
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM. THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)
- 2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.
- 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.00'	7.05'	13°28'08"	N33°10'54"W	7.04'
C2	30.00'	40.02'	76°25'58"	N11°46'09"E	37.12'

To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


 Shane Shafer, R.P.L.S. NO. 5281
 July 10, 2017
 DATE:



SHEET 2 OF 2