

**DRAINAGE EASEMENT**

Seward Junction Southwest Road Right of Way

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That HOGANWYATT, LP, a Texas limited partnership, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property (the "Property"):

All of that certain 0.755 (32,885 square feet) easement, located in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being a portion of the remainder of a called 117.15 acre tract of land described in the deed to Philip Hogan and wife, Gina Hogan, recorded in Document No. 2000007280 of the Official Public Records of Williamson County, Texas; particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of, at Grantee's sole cost and expense, opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading (the "Facilities") which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said Property described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said Property for the purpose of making any improvements, modifications or repairs which Grantee reasonably deems necessary; provided, however, that the easement, rights and privileges herein granted to Grantee hereunder shall terminate in the event Grantee or its successors or assigns abandons the Facilities.

This easement shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor, and its successors and assigns, however, all such rights and privileges as may be used without materially and adversely interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

Grantee shall be responsible, at its sole expense, for the maintenance of the Facilities, and shall keep the Facilities in safe and good operating condition. Grantee shall be required to repair, replace or restore to their original condition (i) any utility facilities located within the Property, and (ii) any other property owned by Grantor in proximity to the Property, or other appurtenances, improvements or facilities located thereon, in each case, that are damaged in connection with the opening, constructing and maintaining of the Facilities. Grantee shall use reasonable efforts to minimize any interference with Grantor's use and operation of the Property in connection with Grantee's activities. Grantee agrees that all activities conducted by Grantee on the Property shall be performed in accordance with all applicable permits, laws, rules, regulations, ordinances, codes and statutes.

To the extent allowed by law, Grantee shall indemnify and hold Grantor and Grantor's agents, employees, members, managers, partners, officers, contractors, representatives, successors and assigns harmless against any loss and damage or any other claim which is directly and proximately caused by, arising out of or resulting from any wrongful or negligent act or omission of Grantee's agents, members, managers, partners, officers, representatives, contractors, successors, assigns or employees in the course of their employment in carrying out the purposes of this easement, including all expenses, costs and reasonable attorneys' fees associated with any claims, demands, liabilities or causes of action or incurred by Grantor in the enforcement of this indemnity. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement. This indemnity provision shall survive termination of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Property, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith so long as such easement is in full force and effect, for the purposes and to the extent granted herein.

And Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This easement is subject to any 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 and all matters that are visible or apparent on the ground or that would be shown by a survey of the Property. The perpetual easement, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Property covered by this easement that materially and adversely interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of

the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Grantor may convey other easement rights within the Property for utility purposes without Grantee's written consent. Further, Grantor shall have the right, and Grantee hereby grants to Grantor the right, for no additional consideration payable to Grantee, to tie into, connect to and use the Facilities for storm water drainage from Grantor's remaining property, however, prior to the conveyance of any developed flows from such remainder property into the easement, Grantor, its successors or assigns shall submit any development plans and designs to Grantee or other applicable development regulatory body for review, comment and approval in order to ensure that any flows are properly conveyed so as not to interfere with the purposes of the easement, or are otherwise in compliance with all applicable permits, laws, rules, regulations, ordinances, codes and statutes, and does not otherwise negatively impact upstream or downstream drainage facilities according to any applicable statutes or regulations.

Grantee shall cause Grantee's third-party general contractor performing any construction work on the Property to maintain commercial general liability insurance in minimum amounts as required by standard Williamson County construction contract general conditions. Grantee shall provide Grantor a copy of its contractor's certificate of insurance or other satisfactory evidence of such insurance coverages prior to commencing construction or installation of the Facilities upon the Property and, at any time thereafter, upon request. All insurance policies procured and maintained by Grantee's contractor pursuant to this paragraph shall name Grantor as an additional insured. The insurance policy required by this paragraph shall provide that such insurance is primary to and non-contributory with any other insurance. All such policies shall be non-cancelable except after thirty (30) days written notice to Grantor, ten (10) days written notice for non-payment of premium.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

*[signature pages follow]*

**GRANTOR:**

HOGAN WYATT, LP, a Texas limited partnership

By: LandGP, LLC, a Texas limited liability company, its general partner

By: Philip Hogan  
Name: Philip Hogan  
Its: MANAGER

**ACKNOWLEDGMENT**

STATE OF TEXAS

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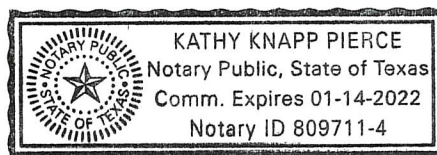
COUNTY OF Williamson

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This instrument was acknowledged before me on this the 8<sup>th</sup> day of July, 2019 by Philip Hogan, Manager of LandGP, LLC, a Texas limited liability company, general partner of HoganWyatt, LP, a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas





**EXHIBIT A**

**County:** Williamson  
**Easement:** 2DEP2  
**Highway:** Seward Junction Southwest  
**Limits:** From: S.H. 29  
To: C.R. 263

**DESCRIPTION FOR EASEMENT 2DEP2**

DESCRIPTION OF A 0.755 ACRE (32,885 SQ. FT.) EASEMENT, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO PHILIP HOGAN AND WIFE, GINA RAE HOGAN, RECORDED IN DOCUMENT NO. 2000007280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.755 ACRE (32,885 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 1,700.16 feet right of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.), a variable width right-of-way (R.O.W.), 155+44.83 on the existing north R.O.W. line of County Road 263, a variable width R.O.W., no record information found, for the southwest corner of said remainder of a called 117.15 acre tract;

**THENCE N 69°02'59" E**, with said existing north R.O.W. line of County Road 263, same being the south line of said remainder of a called 117.15 acre tract, a distance of 813.62 feet to a calculated point;

**THENCE N 68°41'04" E**, with said existing north R.O.W. line of County Road 263, same being the south line of said remainder of a called 117.15 acre tract, a distance of 840.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 673.59 feet right of SJS E.C.S. 163+01.72, for the southwest corner and the **POINT OF BEGINNING** (Grid Coordinates= N:10,206,902.61, E:3,069,478.80) of the easement described herein;

1) **THENCE N 20°05'08" W**, departing said existing north R.O.W. line of said County Road 263, over and across said remainder of called 117.15 acre tract, a distance of 670.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 159+98.79 on the proposed south R.O.W. line of SJS, for the northwest corner of the easement described herein;

2) **THENCE S 83°14'35" E**, with said proposed south R.O.W. line of SJS, a distance of 56.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 160+54.83 on the proposed south R.O.W. line of SJS, for the northeast corner of the easement described herein;

3) **THENCE S 20°05'08" E**, departing the said proposed south R.O.W. line of SJS, over and across said remainder of a called 117.15 acre tract, passing at a distance of 424.39 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 453.66 feet right of SJS E.C.S. 162+46.46, passing at a distance of 571.35 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 584.79 feet right of SJS E.C.S. 163+12.82, and continuing for a total distance of 644.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 650.06 feet right of SJS E.C.S. 163+45.85 on the existing north R.O.W. line of said County Road 263, for the southeast corner of the easement described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" found bears N 68°41'04" E, a distance of 116.36 feet;

4) **THENCE** S 68°41'04" W, with the existing north R.O.W. line of said County Road 263, a distance of 50.01 feet to the **POINT OF BEGINNING**, and containing 0.755 acres (32,885 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 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

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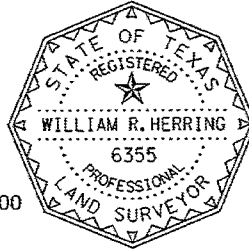
KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS

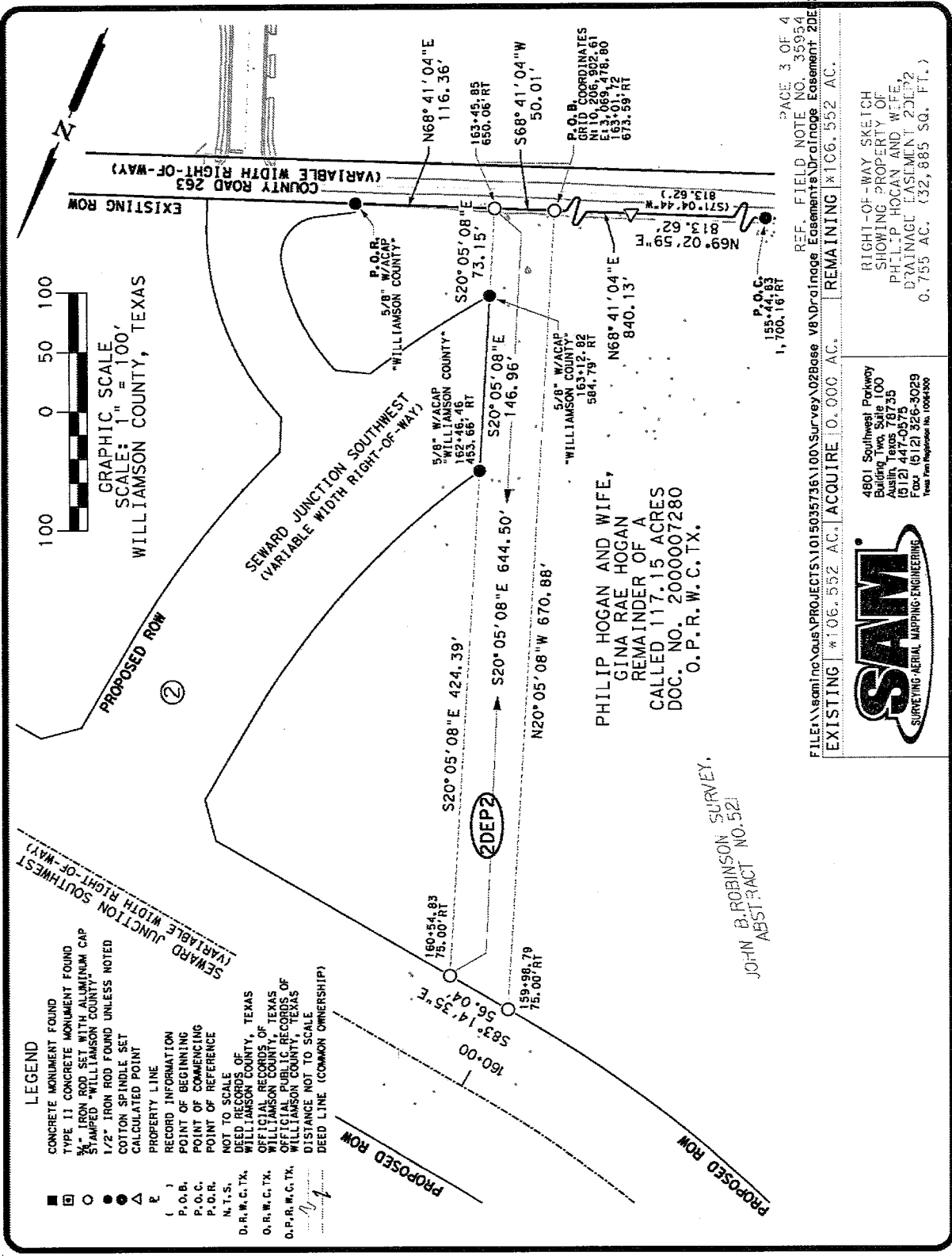
That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7<sup>th</sup> day of February, 2018.

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



 2/7/2018  
\_\_\_\_\_  
William R. Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas



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

- LEGEND**
- CONCRETE MONUMENT FOUND
  - TYPE II CONCRETE MONUMENT FOUND
  - IRON ROD SET WITH ALUMINUM CAP
  - STAMPED "WILLIAMSON COUNTY"
  - 1/2" IRON ROD FOUND UNLESS NOTED
  - COTTON SPINDLE SET
  - △ CALCULATED POINT
  - △ PROPERTY LINE
  - P RECORD INFORMATION
  - ( ) POINT OF BEGINNING
  - P.O.B. POINT OF COMMENCING
  - P.O.C. POINT OF REFERENCE
  - P.D.R. NOT TO SCALE
  - N.T.S. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
  - O.R.W.C.TX. OFFICIAL RECORDS OF TEXAS WILLIAMSON COUNTY, TEXAS
  - O.P.R.W.C.TX. WILLIAMSON COUNTY PUBLIC RECORDS OF TEXAS
  - D.P.R.W.C.TX. DISTANCE NOT TO SCALE
  - DEED LINE (COMMON OWNERSHIP)

PHILIP HOGAN AND WIFE,  
GINA RAE HOGAN  
REMAINDER OF A  
CALLED 117.15 ACRES  
DOC. NO. 2000007280  
O.P.R. W.C. TX.

JOHN B. ROBINSON SURVEY,  
ABSTRACT NO. 521

FILE: \\sam\inc\proj\PROJECTS\1015035735\100\Survey\02Base v8\Drainage Easements\Drainage Easement 2DEP2  
REF. FIELD NOTE NO. 35954  
PAGE 3 OF 4  
EXISTING \*106.552 AC. ACQUIRE 0.000 AC. REMAINING \*106.552 AC.



4801 Southwest Parkway  
Building Two, 200735  
Austin, Texas 78735  
(817) 417-0575  
Fax: (817) 326-3029  
Texas Real Estate License No. 10084300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
PHILIP HOGAN AND WIFE,  
DRAINAGE EASEMENT 2DEP2  
0.755 AC. (32,885 SQ. FT.)

