

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.:

COUNTY OF WILLIAMSON

§

§

Project: Corridor C

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and GEORGETOWN INDEPENDENT SCHOOL DISTRICT (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 an improvement to Corridor C 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 "Exhibits "A" and "B") 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 Ten and 00/100 Dollars (\$10.00). 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 as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents a partial payment 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 (and any subsequent updates prior to the Effective Date), 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.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
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 the Effective Date.
 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. No beneficial project influence will impact the appraised value of the Property to be acquired. 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 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.
10. 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.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

At no time during the possession of the Property by County 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, unless otherwise agreed to in writing in advance.

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.

GRANTOR:

GEORGETOWN INDEPENDENT SCHOOL DISTRICT

By: Fred Brent
Its: Superintendent

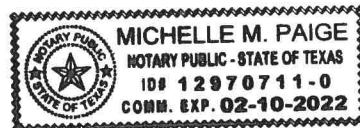
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 17 day of December, 2020 by Fred Brent, in the capacity and for the purposes and consideration recited herein.

Michelle M. Paige
Notary Public, State of Texas
Printed Name: Michelle M. Paige
My Commission Expires:



COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Bill Gravell, Jr., 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**
PROPERTY DESCRIPTION FOR PARCEL 13 PART 1

DESCRIPTION OF A 6.366 ACRE (277,279 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE SAMUEL NIMMO SURVEY, ABSTRACT No. 481 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 144.83 ACRE (TRACT I) DESCRIBED IN SPECIAL WARRANTY DEED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2003103794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.366 ACRE (277,279 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a broken TxDOT Type 1 concrete Right-of-Way (ROW) monument found in the existing southerly ROW line of State Highway (S.H.) 29 (ROW width varies), being an angle point in the northerly boundary line of said remainder of the 144.83 acre tract;

THENCE, with said existing southerly ROW line, same being the northerly boundary line of said remainder of the 144.83 acre tract, along a curve to the left, having a delta angle of $01^{\circ}32'15''$, a radius of 5669.62 feet, an arc length of 152.13 feet and a chord which bears $S 81^{\circ}35'55'' W$ for a distance of 152.13 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as $N=10208862.88$, $E=3158364.95$ TxSPC Zone 4203) set 121.94 feet right of proposed County Road (C.R.) 106 baseline station 152+92.01, in the proposed easterly ROW line of C.R. 106 (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said existing southerly ROW line, through the interior of said remainder of the 144.83 acre tract, with said proposed easterly ROW line, the following three (3) courses:

- 1) **S $32^{\circ}31'53'' W$** for a distance of **83.22** feet to an iron rod with aluminum cap stamped "ROW 4933" set 60.00 feet right of proposed C.R. 106 baseline station 152+36.45, for an angle point;
- 2) **S $15^{\circ}34'29'' E$** for a distance of **1062.60** feet to an iron rod with aluminum cap stamped "ROW 4933" set 60.00 feet right of proposed C.R. 106 baseline PT station 141+73.85, for an angle point;
- 3) **S $21^{\circ}17'03'' E$** passing at a distance of 663.94, an iron rod with aluminum cap stamped "REF WITNESS RPLS 4933" set 81.48 feet right of proposed County Road (C.R.) 106 baseline station 135+00.22 and continuing for a total distance of **738.94** feet to a calculated point in the approximate centerline of Mankin's Branch, being in the southerly boundary line of said remainder of the 144.83 acre tract, same being in the northerly boundary line of the remainder of that called 134.09 acre (Tract 7) cited in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 interest) recorded in Document No. 2001027783 and also cited in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson, Jr. (undivided 1/2 interest) recorded in Document No. 2001072772 both of the Official Public Records of Williamson County, Texas, (said Tract 7 described in Volume 401, Page 217 of the Deed Records of Williamson County, Texas), for the southeasterly corner of the herein described tract;

THENCE, with the common boundary line of said remainder of the 144.83 acre tract and said Tract 7, being the approximate centerline of said Mankin's Branch, the following five (5) courses:

- 4) **S $29^{\circ}03'44'' W$** for a distance of **40.89** feet to a calculated angle point;
- 5) **S $20^{\circ}07'23'' W$** for a distance of **144.78** feet to a calculated angle point;
- 6) **S $03^{\circ}14'25'' E$** for a distance of **41.19** feet to a calculated angle point;
- 7) **S $16^{\circ}07'22'' W$** for a distance of **48.06** feet to a calculated angle point;
- 8) **S $27^{\circ}06'42'' W$** for a distance of **54.16** feet to a calculated point 149.08 feet left of proposed County Road (C.R.) 106 baseline station 131+93.73, in the easterly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, same being the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

THENCE, departing said Tract 7, same being said approximate centerline of Mankin's Branch, with the common boundary line of said remainder of the 144.83 acre tract and said 80.35 acre tract, the following five (5) courses:

- 9) **N 16°34'01" W** for a distance of **73.08** feet to a 1/2" iron rod found, for an angle point;
- 10) **N 17°14'37" W** for a distance of **65.22** feet to a 1/2" iron rod found at a fence line intersection, for an angle point;
- 11) **N 16°52'28" W** for a distance of **281.16** feet to a 1/2" iron rod found, for an angle point;
- 12) **N 15°33'54" W** for a distance of **1043.19** feet to a 1/2" iron rod found, for an angle point;
- 13) **N 15°41'23" W** for a distance of **111.90** feet to the calculated northeasterly corner of said 80.35 acre tract, same being the southeasterly corner of White Rock Estates Phase One (Lot 31, Block A), a subdivision of record in Cabinet Q, Slide 280-283 of the Plat Records of Williamson County, Texas, for a point on line, and from which, a 1/2" iron rod found, being the southwesterly corner of said Lot 31, same being the southeasterly corner of Sunny Creek Drive (50' ROW width) in the northerly boundary line of said 80.35 acre tract bears **S 73°46'03" W** at a distance of 221.99 feet;
- 14) **THENCE** departing said 80.35 acre tract, with the common boundary line of said remainder of the 144.83 acre tract and the easterly boundary line of said White Rock Estates Phase One, **N 15°41'23" W** for a distance of **543.75** feet to a 1/2" ID pipe in concrete found, being the northeasterly corner of Lot 27, Block A, same being said existing southerly ROW line of SH 29;

THENCE, departing said White Rock Estates Phase One, with the common boundary line of said remainder of the 144.83 acre tract and said existing southerly ROW line of SH 29, the following two (2) courses:

- 15) **N 16°35'29" W** for a distance of **20.45** feet to a 1/2" iron rod found, being an ell corner in the southerly ROW line of said S.H. 29, for the northwesterly corner of the herein described tract;
- 16) Along a non-tangent curve to the right, having a delta angle of **01°51'45"**, a radius of **5669.62** feet, an arc length of **184.31** feet and a chord which bears **N 79°53'55" E** for a distance of **184.30** feet to the **POINT OF BEGINNING**, containing 6.366 acre, (277,279 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

3 DEC 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 32' 15"	5669.62'	152.13'	152.13'	S81° 35' 55"W
C2	01° 51' 45"	5669.62'	184.31'	184.30'	N79° 53' 55"E
(C3)	(03° 23' 31")	(5669.62')	(335.64')	(422.10')	

NO.	DIRECTION	DISTANCE
L1	S32° 31' 53"W	83.22'
L2	S29° 03' 44"W	40.89'
L3	S20° 07' 23"W	144.78'
L4	S03° 14' 25"E	41.19'
L5	S16° 07' 22"W	48.06'
L6	S27° 06' 42"W	54.16'
L7	N16° 34' 01"W	73.08'
(L7)	(S17° 13' 53"E)	(77.09')
L8	N17° 14' 37"W	65.22'
(L8)	(N14° 30' 00"W)	(65.10')
L9	N16° 52' 28"W	281.16'
L10	N16° 35' 29"W	20.45'
(L10)	(N15° 42' 30"W)	(20.04')

WHITE ROCK
ESTATES, PHASE ONE
CAB. Q.
SLIDE 280-283
P.R.W.C.T.

DAVIDSON BROTHERS
PARTNERSHIP
(80.35 AC.)
DOC. NO. 2011088303
O.P.R.W.C.T.

GEORGETOWN INDEPENDENT
SCHOOL DISTRICT
(REMAINDER OF 144.83 AC)
TRACT I
DOC. NO. 2003103794
O.P.R.W.C.T.

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

J. A. DAVIDSON
HOLDINGS, L.P.
1/2 INTEREST
(REMAINDER OF 134.09 AC.)
DOC. NO. 2001027783
PAMELA G. MARTIN,
DENNIS L. DAVIDSON
& JAMES A. DAVIDSON, JR
1/2 INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
TRACT 7
DESCRIBED IN
VOL. 401, PG. 217
D.R.W.C.T.

P.O.B.
STA. 152+92.01
121.94' RT
GRID COORDINATES:
N=10208862.88
E=3158364.95

P.O.C.
STA. 152+73.02
272.88' RT

PARCEL 13
PART 1

PARCEL PLAT SHOWING PROPERTY OF
GEORGETOWN INDEPENDENT
SCHOOL DISTRICT

PROJECT
CORRIDOR C

WILLIAMSON COUNTY

SCALE
1" = 200'

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	⊕	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— —	LINE BREAK
⊗	FENCE POST FOUND	⌒	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1943886-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 16, 2019, ISSUE DATE OCTOBER 28, 2019.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2003103794, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 263, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 337, PAGE 265, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 398, PAGE 402, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- I. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 565, PAGE 214, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 565, PAGE 215, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 565, PAGE 216, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- L. EASEMENT TO GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 907, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9744024, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



M. Stephen Truesdale 3 DEC 2019
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION PART 1	6.366	277,279
ACQUISITION PART 2	16.179	704,737
TOTAL ACQUISITION	22.545	982,016
DEED AREA	111.67	4,864,345
REMAINDER AREA	89.125	3,882,329



PARCEL PLAT SHOWING PROPERTY OF
**GEORGETOWN INDEPENDENT
SCHOOL DISTRICT**

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

**PARCEL 13
PART 1**

EXHIBIT B
PROPERTY DESCRIPTION FOR EASEMENT

DESCRIPTION OF A 0.618 ACRE (26,922 SQUARE FOOT), TRACT OF LAND SITUATED IN THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 144.83 ACRE (TRACT I) DESCRIBED IN SPECIAL WARRANTY DEED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2003103794 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.618 ACRE (26,922 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a broken TxDOT Type 1, Right-of-Way (ROW) monument found in the existing southerly ROW line of State Highway (S.H.) 29 (ROW width varies), same being an angle point in the northerly boundary line of said remainder of 144.83 acre tract, for an angle point in the northerly boundary line of the herein described parcel;

- 1) **THENCE**, with said existing southerly ROW line of S.H. 29, same being said northerly boundary line of the remainder of the 144.83 acre tract, **N 82°24'15" E**, for a distance of **1,032.69** feet to the calculated northeasterly corner hereof, and from which, a broken TxDOT Type 1 ROW monument found, being an angle point in said existing southerly ROW line and said northerly boundary line, bears **N 82°24'15" E**, at a distance of 41.41 feet;

THENCE, departing said existing southerly ROW line, through the interior of said remainder of the 144.83 acre tract, the following five (5) courses:

- 2) **S 07°36'30" E**, for a distance of **9.57** feet, to the calculated southeasterly corner hereof;
- 3) **S 82°20'01" W**, for a distance of **339.77** feet, to a calculated ell corner;
- 4) **S 07°39'59" E**, for a distance of **17.00** feet, to a calculated ell corner;
- 5) **S 82°20'01" W**, for a distance of **677.80** feet, to a calculated point of curvature of a tangent curve to the left;
- 6) Along said curve to the left, having a delta angle of **01°44'20"**, a radius of **6,313.00** feet, an arc length of **191.59** feet and a chord which bears **S 81°27'51" W**, for a distance of **191.58** feet to a calculated point in the proposed easterly ROW line of C.R. 106 (ROW width varies), for the southwesterly corner hereof;
- 7) **THENCE**, with said proposed ROW line, **N 32°31'53" E**, for a distance of **37.70** feet, to a calculated point, being the intersection of said proposed easterly ROW line with said existing southerly ROW line of S.H. 29, in the northerly boundary line of said remainder of the 144.83 acre tract, and also being a point of curvature of a non-tangent curve to the right, for the northwesterly corner hereof;

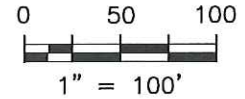
Page 2 of 5
August 20, 2020

S:\ ATKINS\CORRIDOR C\PARCELS\SH29 EASEMENT AUG 2020\ATKINS-CORRC-ESMT.DOCX

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	01°44'20"	6313.00'	191.59'	S 81°27'51" W	191.58'
C2	01°32'15"	5669.62'	152.13'	N 81°35'55" E	152.13'



*SAMUEL NIMMO SURVEY
ABSTRACT NO. 481*

**PROPOSED
EASEMENT
0.618 AC.
26,922 SQ. FT.**

GEORGETOWN INDEPENDENT
SCHOOL DISTRICT
(REMAINDER OF 144.83 AC)
TRACT I
DOC. NO. 2003103794
O.P.R.W.C.T.

*S.H. 29
(R.O.W. WIDTH VARIES)*

P.O.B.

BROKEN

C2

C1

N32°31'53"E
37.70'

PROPOSED R.O.W.

*PROPOSED C.R. 106
(R.O.W. WIDTH VARIES)*

*OSTENSIBLE SURVEY LINE
WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556*

PROPOSED R.O.W.
BLOCK A
WHITE ROCK ESTATES, PHASE ONE
CAB. Q, SLIDES 280-283
P.R.W.C.T.
LOT 29 LOT 30

LOT 27

LOT 28

**EASEMENT
0.618 ACRES
26,922 SQUARE FEET**

AUGUST 20, 2020
PAGE 3 OF 5

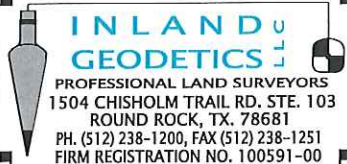
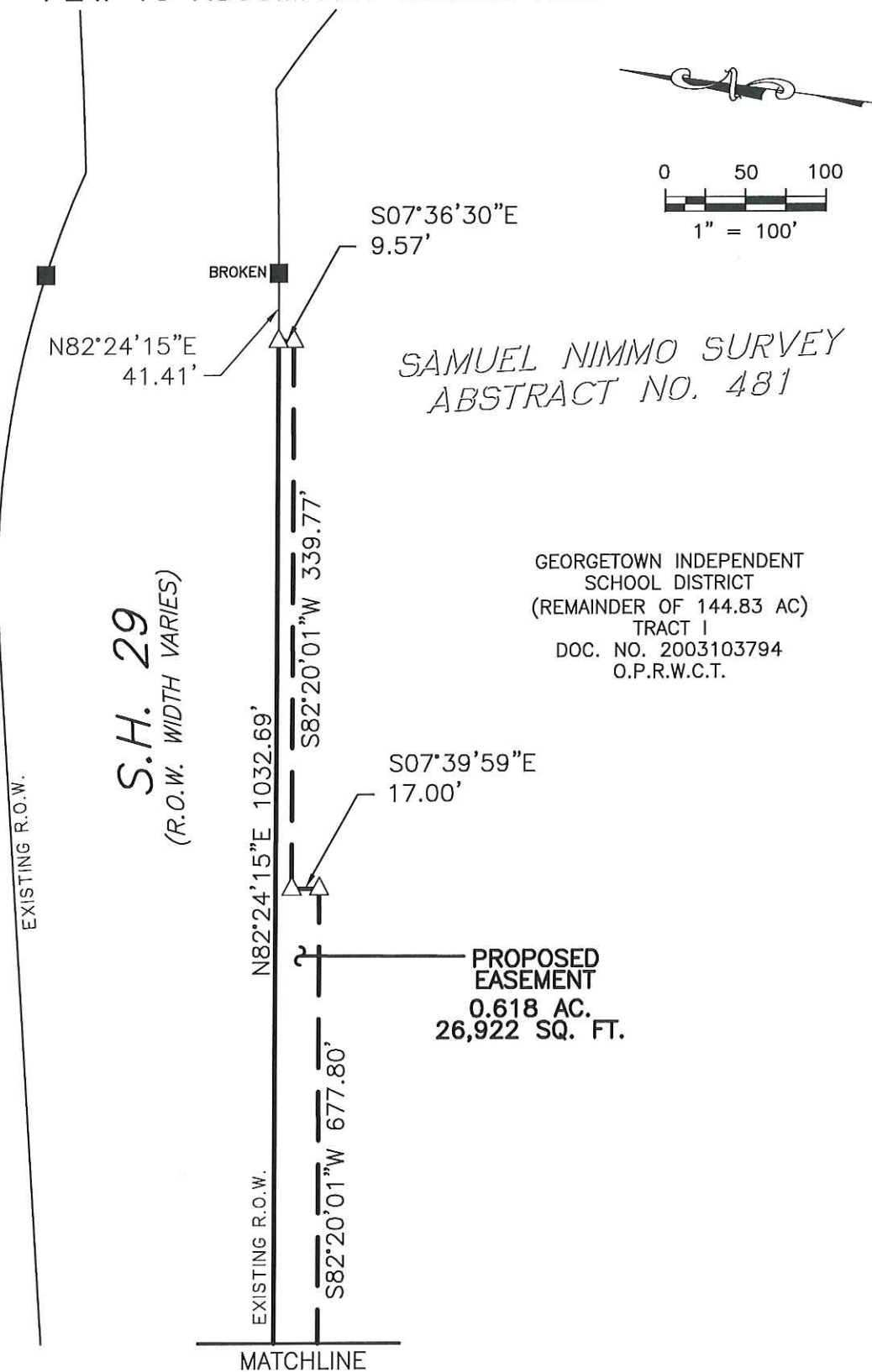


EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



**INLAND
GEODETICS**

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

EASEMENT
0.618 ACRES
26,922 SQUARE FEET

AUGUST 20, 2020
PAGE 4 OF 5

PLAT TO ACCOMPANY DESCRIPTION**LEGEND**

⊙	IRON ROD WITH CAP FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
■	TxDOT TYPE I MONUMENT	P.U.E.	PUBLIC UTILITY EASEMENT
○	IRON ROD WITH CAP SET	P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE	()	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS		

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 08/21/2020
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



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 PAGE 5 OF 5

