

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 26

§

COUNTY OF WILLIAMSON

§

Project: SE Loop (Seg. 1)

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST and STEVEN J. WOLFE (collectively, the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of SE Loop/Corridor A1 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY-EIGHT and 00/100 Dollars (\$1,530,268.00). 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 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use

of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances according to that certain title commitment numbered 2006661-KFO, issued May 6, 2021 by Title Resources Guaranty Company/Independence Title (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity (other than persons named as Grantor and, through the Trust, the beneficiaries of the Trust named as one of the persons comprising Grantor) 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 earlier of (a) the date of deposit into the registry of the court of any Special Commissioners' Award in a condemnation suit to acquire the Property, or (b) August 15, 2021. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.
 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. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions:

(a) Prior to the beginning of construction of the roadway facilities and appurtenance phase of the Roadway Construction Project upon the Property, County shall at its sole expense cause replacement boundary fencing and gates to be constructed in the locations and in compliance with the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Said fencing shall match

existing fencing on the property, specifically 6' x 6' wire mesh fencing with 2 strands at top; timber pull posts every 50', steel posts every 10', and Timber H bracing every 150'.

During periods of initial construction activity for the roadway facilities and appurtenances of the Roadway Construction Project, a temporary fence will be placed across the lake along the north side of the right of way. This temporary fence will consist of a water gap type fence that includes a cable that will extend from one side of the lake to the other. The cable will be connected to steel posts. Cattle panels will be placed on the cable that will drape into the water to the required depth to provide security and prevent cattle crossing the right of way boundary. The temporary water gap fence will remain in place until all roadway construction is complete and fencing across the right of way to each bridge abutment can be installed per Exhibit B. County agrees to provide 48 hours advance notice to property owner to access roadway right of way for the purposes of allowing the County's Contractor representatives to perform surveying and survey layout for the roadway construction. Upon completion of survey County may have meeting on site with WCID representatives to review existing condition of lake and discuss proposed construction.

(b) As part of the construction of the Roadway Construction Project upon the Property, County shall at its sole expense, create a cattle crossing described as a "Cattle Trail" and located as shown on Exhibit "B" attached hereto and incorporated herein. Said crossing shall allow for cattle to pass under bridges within the project from one portion of Grantor's property to the other during and following construction. The right to movement of cattle in such locations shall not be blocked or otherwise prohibited by the County, other than during such periods as may reasonably be necessary for the construction of the roadway. During construction, Grantor shall coordinate with County for agreed timing for any cattle crossing of the construction zone upon the Property, and at the request of County shall occur only when a County observer or representative is present upon the Property in order to protect from possible construction hazards.

(c) As part of the construction of the Roadway Construction Project upon the Property, County shall at its sole expense cause the installation of four (4) steel utility sleeve casings 24" (twenty-four inches) in diameter in the locations and in compliance with the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Utilities may only be installed in the sleeves upon the receipt of a permit from the appropriate utility company.

(d) County agrees that Grantor shall be entitled to cross the Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeves provided for in Paragraph 14(c) herein, provided such crossings shall occur at a 45 degree angle or greater.

(e) The parties agree that there are three potential access points available according to TxDOT guidelines in the areas shown on Exhibit B, with the amount of potential access drives as shown on Exhibit B, but all access points must be approved by the applicable approving authority at the time of application.

(f) Each of the foregoing agreements stated in this Paragraph 14 are additional forms of consideration for the conveyance of the Property to the County under the threat of eminent domain. The provisions of this Paragraph 14 shall survive any conveyance of the Property to the County (either by deed or by judgment in an eminent domain proceeding), and shall be incorporated into any such conveyance to the County.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: NONE

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.

[signature page follows]

GRANTOR:

William A. Rogers, Jr.

William A. Rogers, Jr., as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

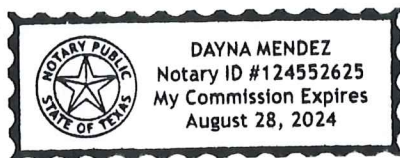
Steven J. Wolfe

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 30TH day of JUNE, 2021 by
William A. Rogers, Jr. in the capacity and for the purposes and consideration recited herein.



Dayna Mendez
Notary Public, State of Texas
Printed Name: DAYNA MENDEZ
My Commission Expires: AUGUST 28, 2024

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Steven
J. Wolfe, for the purposes and consideration recited herein.

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

GRANTOR:

William A. Rogers, Jr., as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

Steven J. Wolfe

Steven J. Wolfe

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

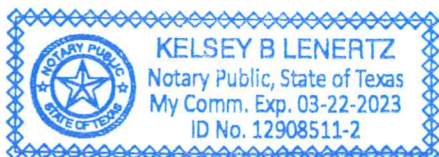
This instrument was acknowledged before me on this the ____ day of _____, 2021 by William A. Rogers, Jr. in the capacity and for the purposes and consideration recited herein.

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

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of June, 2021 by Steven J. Wolfe, for the purposes and consideration recited herein.



Kelsey B. Lenertz

Notary Public, State of Texas
Printed Name: Kelsey B. Lenertz
My Commission Expires: 03-22-2023

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 _____, 2021 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"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 1 of 7
November 18, 2020

PROPERTY DESCRIPTION FOR PARCEL 26

DESCRIPTION OF A 39.682 ACRE (1,728,548 SQ. FT.) PARCEL OF LAND LOCATED IN THE T.J. SMITH SURVEY, ABSTRACT 918, WILLIAMSON COUNTY, TEXAS AND THE C.J. GERLACK SURVEY, ABSTRACT 261, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 354.553 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST RECORDED OCTOBER 18, 2016 IN DOCUMENT NO. 2016098133, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 39.682 ACRE (1,728,548 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found 566.63 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 195+87.40 on the existing west right-of-way line of C.R. 137, a variable width right-of-way, recorded in Document No. 2004002142, O.P.R.W.C.TX., said point being the beginning of a curve to the right;

THENCE with the existing west right-of-way line of said C.R. 137, the following two (2) courses and distances:

With said curve to the right, an arc distance of 137.62 feet, through a central angle 04°01'23", having a radius of 1,960.00 feet, and a chord that bears S 05°53'41" W, a distance of 137.59 feet to a calculated point, and

S 07°54'23" W, a distance of 113.05 feet 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,090.59, E=3,173,569.85) set 316.04 feet left of Corridor A1 E.C.S 195+89.81 on the proposed north right-of-way line of Corridor A1, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°54'23" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the existing west right-of-way line of said C.R. 137, a distance of 632.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+83.73 on the proposed south right-of-way line of said Corridor A1, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "DIAMOND" found bears S 07°54'23" W, a distance of 594.06 feet;

THENCE departing the existing west right-of-way line of said C.R. 137, with the proposed south right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following six (6) courses and distances numbered 2-7:

2) N 82°38'43" W, a distance of 68.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+15.45,

3) N 07°21'17" E, a distance of 36.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 280.00 feet right of Corridor A1 E.C.S 195+15.45,

4) N 37°38'43" W, a distance of 70.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 194+65.45,

EXHIBIT "A"

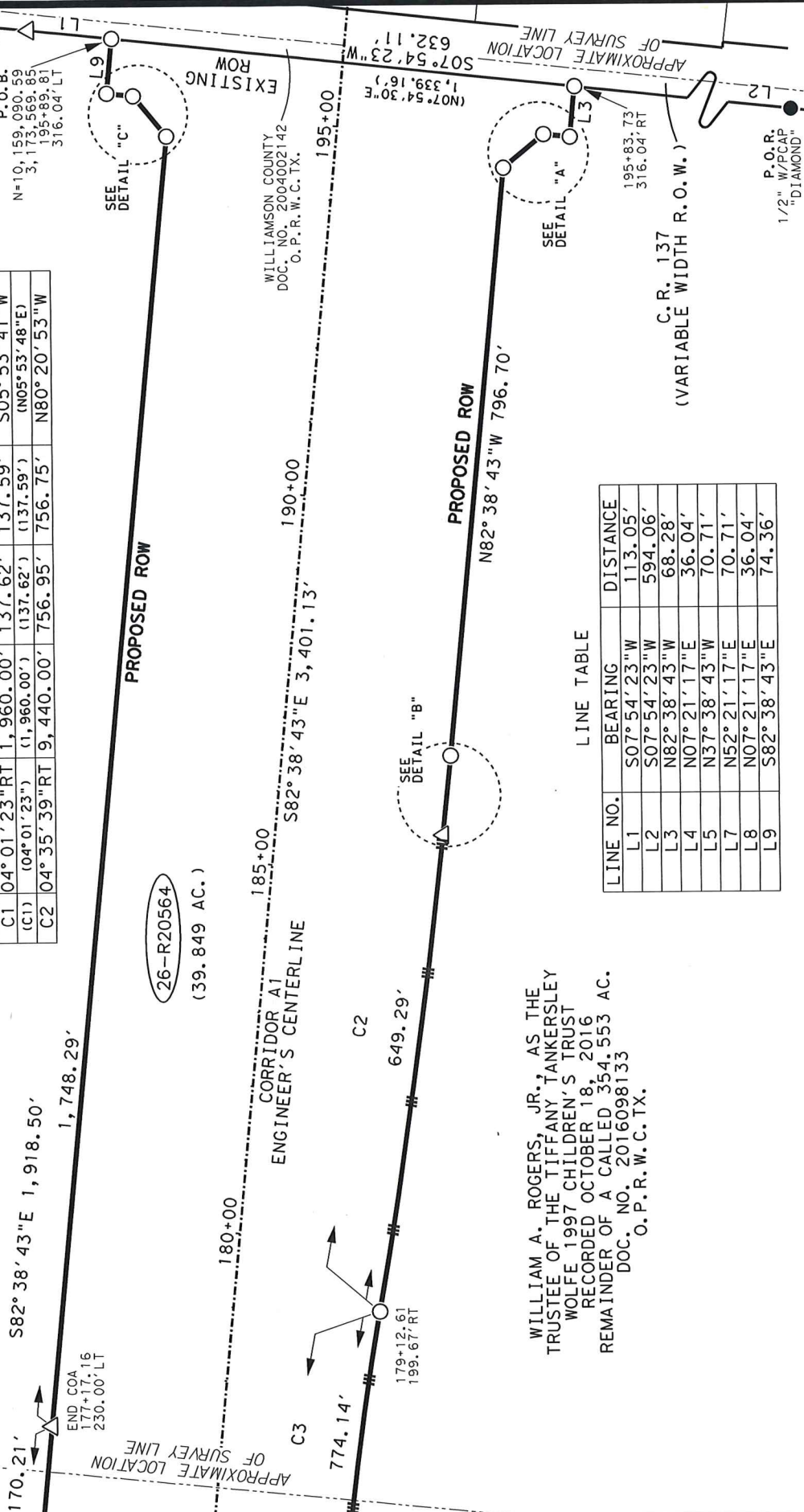
County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 2 of 7
November 18, 2020

- 5) N 82°38'43" W, a distance of 796.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 186+68.75, said point being the beginning of a curve to the right,
- 6) With said curve to the right, passing at an arc distance of 107.66 feet a calculated point, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 756.95 feet, through a central angle 04°35'39", having a radius of 9,440.00 feet, and a chord that bears N 80°20'53" W, a distance of 756.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.67 feet right of Corridor A1 E.C.S 179+12.61, said point being the beginning of a curve to the left, and
- 7) With said curve to the left, passing at an arc distance of 774.14 feet a calculated point, for the end of C.O.A., and continuing for a total arc distance of 2,161.77 feet, through a central angle 27°07'57", having a radius of 4,565.00 feet, and a chord that bears S 88°22'58" W, a distance of 2,141.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of Corridor A1 E.C.S 156+71.60 on the common line of said remainder of a called 354.553 acre tract and a called 10.0 acre tract of land, described in a deed to Martin L. Johnson and Kathryn A. Johnson, husband and wife, recorded in Document No. 1993035363, O.P.R.W.C.TX.,
- 8) **THENCE** S 84°00'45" W, departing the proposed south right-of-way line of said Corridor A1, with the common line of said 10.0 acre tract and said remainder of a called 354.553 acre tract, a distance of 128.38 feet to a 1/2-inch iron rod found, for the northwest corner of said 10.0 acre tract, same being the southwest corner of said remainder of a called 354.553 acre tract and the parcel described herein;
- 9) **THENCE** N 07°34'48" E, departing the common line of said 10.00 acre tract and said remainder of a called 354.553 acre tract, with the west line of said remainder of a called 354.553 acre tract, a distance of 427.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 157+15.41 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;
- THENCE** departing the west line of said remainder of a called 354.553 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following five (5) courses and distances numbered 10-14:
- 10) With said curve to the right, passing at an arc distance of 1,710.56 feet a calculated point, for the beginning of a C.O.A., and continuing for a total arc distance of 1,920.23 feet, through a central angle 22°05'33", having a radius of 4,980.00 feet, and a chord that bears N 86°18'30" E, a distance of 1,908.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 175+46.95,
- 11) S 82°38'43" E, passing at a distance of 170.21 feet a calculated point, for the end of the a C.O.A., and continuing for a total distance of 1,918.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 194+65.45,

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°01'23"RT	1,960.00'	137.62'	137.59'	S05°53'41"W
(C1)	104°01'23"	(1,960.00')	(137.62')	(137.59')	(N05°53'48"E)
C2	04°35'39"RT	9,440.00'	756.95'	756.75'	N80°20'53"W



LINE NO.	BEARING	DISTANCE
L1	S07°54'23"W	113.05'
L2	S07°54'23"W	594.06'
L3	N82°38'43"W	68.28'
L4	N07°21'17"E	36.04'
L5	N37°38'43"W	70.71'
L7	N52°21'17"E	70.71'
L8	N07°21'17"E	36.04'
L9	S82°38'43"E	74.36'

WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
RECORDED OCTOBER 18, 2016
REMAINDER OF A CALLED 354/ 553 AC.
DOC. NO. 2016098133
O.P.R.W.C. TX.

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REF. FIELD NOTE NO. 47129
PAGE 4 OF 7

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	114.393 AC.	RIGHT

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728.548 SQ. FT.)

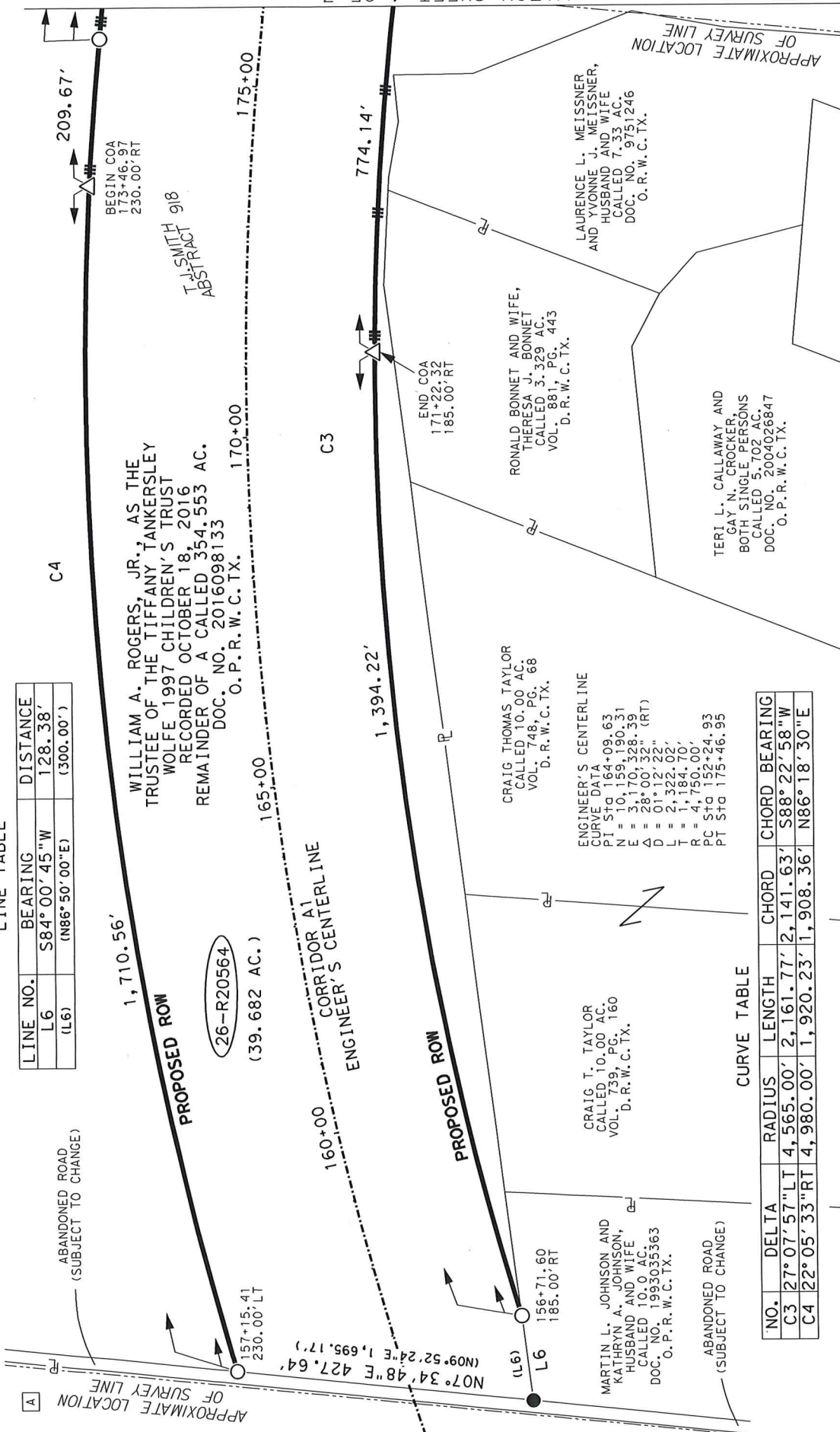


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

GRAPHIC SCALE.
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L6	S84° 00' 45" W	128.38'
(L6)	(N86° 50' 00" E)	(300.00')



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	27° 07' 57" LT	4,565.00'	2,161.77'	2,141.63'	S88° 22' 58" W
C4	22° 05' 33" RT	4,980.00'	1,920.23'	1,908.36'	N86° 18' 30" E

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02NP-26-2.dgn
 REF. FIELD NOTE NO. 47129
 PAGE 5 OF 7

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
				REMAINING	114.393 AC.	RIGHT

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 WILLIAM A. ROGERS, JR., AS THE
 TRUSTEE OF THE TIFFANY TANKERSLEY
 WOLFE 1997 CHILDREN'S TRUST
 PARCEL 26
 TAX ID R20564
 39.682 AC. (1,728,548 SQ. FT.)

4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300



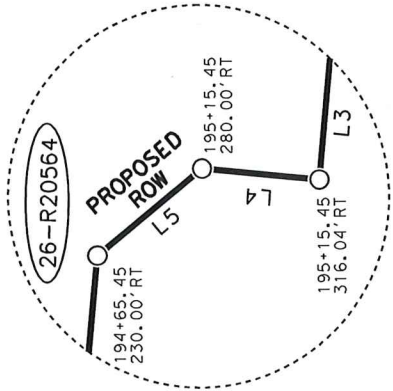
GRAPHIC SCALE
 SCALE: 1" = 200'
 WILLIAMSON COUNTY, TEXAS

SCHEDULE B:

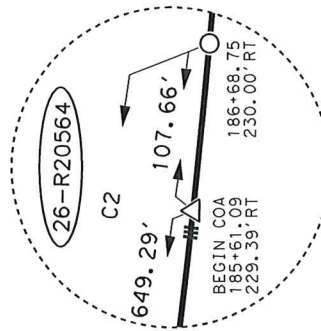
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2006661, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

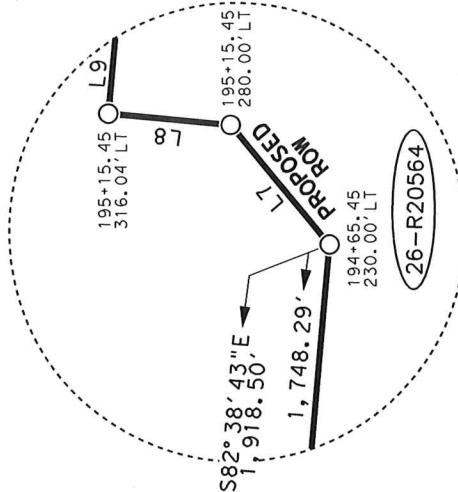
- B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERTY.
- C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- D. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.
- E. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
- F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.
- G. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 598, PAGE 721, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MAY AFFECT, UNABLE TO PLOT.
- H. WATERLINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2011020996, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PARENT TRACT IS SUBJECT TO. LIES NORTH OF THE PROPOSED R.O.W. ACQUISITION.
- I. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02P-26-2.dgn
REF. FIELD NOTE NO. 47129
PAGE 6 OF 7

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
				REMAINING	114.393 AC.	RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)
- CONTROL OF ACCESS LINE

NOTES:

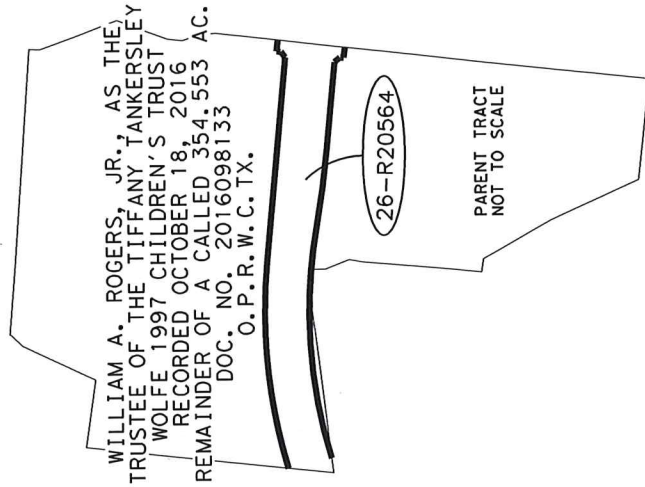
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006661, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
 - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
 - AREA CALCULATED BY SAM, LLC.
- ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ABUTTING PROPERTY.

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.

11/12/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
RECORDED OCTOBER 18, 2016
REMAINDER OF A CALLED 354.553 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

[A] HUTTO 117 INVESTORS, L.P.
A TEXAS LIMITED PARTNERSHIP
CALLED 118.971 AC.
DOC. NO. 2019079796
O.P.R.W.C.TX.

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\26-2.dgn
PAGE 7 OF 7
REF. FIELD NOTE NO. 47129

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
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RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST PARCEL 26 TAX ID R20564 39.682 AC. (1,728,548 SQ. FT.)						
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300						



- 6X6 WIRE MESH AND 2 STRANDS AT TOP
- TIMBER PULL POSTS EVERY 50 FT
- STEEL POSTS EVERY 10 FT
- TIMBER H BRACING EVERY 150 FT

TOTAL FENCE:	8045 LF
TOTAL GATES:	7 EA

DIAL.	MATERIAL	LENGTH	€ STA.
24"	STEEL ENCASMENT PIPE	415 FT	164-27
24"	STEEL ENCASMENT PIPE	415 FT	164-50
24"	STEEL ENCASMENT PIPE	460 FT	183-99
24"	STEEL ENCASMENT PIPE	460 FT	184-11

UTILITY SLEEVES TO BE CONSTRUCTED AT THE MINIMUM ELEVATIONS SHOWN UNLESS AN ALTERNATE ELEVATION IS PROVIDED ON OR BEFORE JULY 1, 2021

• DRIVEWAY LOCATIONS SHOWN ARE BASED ON ACCESS MANAGEMENT STANDARDS. ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY PERMIT APPLICATION PROCESS AT THE TIME OF PLATTING AND/OR DEVELOPMENT APPROVAL

NOT A BIDDING DOCUMENT



-  FENCE INSTALLED PRIOR TO CONSTRUCTION
 FENCE INSTALLED PRIOR TO ROAD COMPLETION
 POTENTIAL UTILITY SLEEVE LOCATION



EXHIBIT B

