

**REAL ESTATE CONTRACT**  
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **YURY TIER AND MARCELO TIER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.982-acre (129,898 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**);

All of that certain 0.262-acre (11,418 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 45TCE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

### Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A&B", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIVE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$525,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 15, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Grading Temporary Construction Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Temporary Construction and Grading Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

### Counterparts

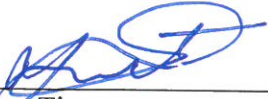
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after September 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*


**SELLER:**

  
\_\_\_\_\_  
Yury Tier

Date: 7-18-22

Address: \_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
Marcelo Tier

Date: 7-20-22

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



EXHIBIT "A"

County: Williamson  
Parcel No.: 45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 5  
December 3, 2021

**PROPERTY DESCRIPTION FOR PARCEL 45**

DESCRIPTION OF A 2.982 ACRE (129,898 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 9, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO YURY TIER AND MARCELO TIER, RECORDED DECEMBER 28, 2016 IN DOCUMENT NO. 2016122635, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.982 ACRE (129,898 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 found 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, a variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of Lot 8, of said Brushy Point Estates subdivision, described in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX.;

**THENCE** N 07°42'02" E, departing the common line of said Lot 8 and said Lot 7, with the existing west right-of-way line of said C.R. 134, a distance of 298.50 feet to a calculated point, for the northeast corner of said Lot 8, same being the southeast corner of said Lot 9, from which a 1/2-inch iron rod found bears N 24°55'42" W, a distance of 0.25 feet;

**THENCE** N 82°15'58" W, departing the existing west right-of-way line of said C.R. 134, with the common line of said Lot 8 and said Lot 9, a distance of 643.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,426.82, E=3,182,530.50) set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the proposed south right-of-way line of Southeast Loop, for the most southerly southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 82°15'58" W, continuing with the common line of said Lot 8 and said Lot 9, departing the proposed south right-of-way line of said Southeast Loop, a distance of 87.15 feet to a 1/2-inch iron rod found on the east line of a called 100 acre tract of land, described as Tract 1 in a deed to William O. Kirk, recorded in Document No. 2016118539, O.P.R.W.C.TX., for the northwest corner of said Lot 8, same being the southwest corner of said Lot 9 and the parcel described herein;

2) **THENCE** N 07°53'30" E, departing the common line of said Lot 8 and said Lot 9, with the common line of said Lot 9 and said 100 acre tract, a distance of 299.00 feet to a calculated point, for the southwest corner of Lot 10, of said Brushy Point Estates subdivision, described in a deed to Joshua Loveless and Deedee Loveless, recorded in Document No. 2018064908, O.P.R.W.C.TX., same being the northwest corner of said Lot 9 and the parcel described herein;

EXHIBIT "A"

County: Williamson  
Parcel No.: 45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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December 3, 2021

3) **THENCE** S 82°15'58" E, departing the common line of said Lot 9 and said 100 acre tract, with the common line of said Lot 10 and said Lot 9, a distance of 729.24 feet to a calculated point on the existing west right-of-way line of said C.R. 134, for the southeast corner of said Lot 10, same being the northeast corner of said Lot 9 and the parcel described herein;

4) **THENCE** S 07°42'02" W, departing the common line of said Lot 9 and said Lot 10, with the existing west right-of-way line of said C.R. 134, a distance of 188.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 346.81 feet right of Southeast Loop E.C.S 304+06.96 on the proposed south right-of-way line of said Southeast Loop, for the most easterly southeast corner of the parcel described herein;

**THENCE**, departing the existing west right-of-way line of said C.R. 134, with the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following five (5) courses and distances numbered 5-9:

- 5) N 82°21'40" W, a distance of 10.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 343.20 feet right of Southeast Loop E.C.S 303+97.63,
- 6) N 07°42'02" E, a distance of 68.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 279.05 feet right of Southeast Loop E.C.S 304+22.55,
- 7) N 48°51'39" W, a distance of 119.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 181.29 feet right of Southeast Loop E.C.S 303+53.24, said point being the beginning of a curve to the left,
- 8) With said curve to the left, an arc distance of 373.81, through a delta of 02°17'00", having a radius of 9,380.00 feet, and a chord that bears S 73°14'02" W, a distance of 373.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet right of Southeast Loop E.C.S 299+80.05, said point being the beginning of a curve to the right, and

THIS SPACE INTENTIONALLY LEFT BLANK

## EXHIBIT "A"

County: Williamson  
Parcel No.: 45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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December 3, 2021

- 9) With said curve to the right, an arc distance of 212.74, through a delta of 01°17'28", having a radius of 9,440.00 feet, and a chord that bears S 72°44'16" W, a distance of 212.74 feet to the **POINT OF BEGINNING**, and containing 2.982 acres (129,898 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 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 coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, 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, on the date shown below.

# Preliminary

12/03/2021 1:47:14 PM

**SURVEYING AND MAPPING, LLC**  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300

Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

S82°15'58"E 729.24'  
(S79°40'30"E 728.48')

ENGINEER'S CENTRAL LINE  
SOUTHEAST LOOP  
1.00  
2696.00

JAMES HICKMAN TRACT NO. 24  
SURVEY NO. 24  
ABSTRACT NO. 24

(2.982 AC.) 45

PROPOSED ROW

299+80.05  
202.41' RT

TEMPORARY  
CONSTRUCTION EASEMENT

LOT 9  
BRUSHY POINT ESTATES  
CAB. O. SLIDE 73  
P.R.W.C. TX.

YURY TIER AND MARCELO TIER  
RECORDED DECEMBER 28, 2016  
DOC. NO. 2016122635  
O.P.R.W.C. TX.

WILLIAM O. KIRK  
TRACT 1  
CALLED 100 AC.  
DOC. NO. 2016118539  
O.P.R.W.C. TX.

P.O.B.  
N=10,162,426.82  
E=3,182,530.50  
297+67.77  
216.27' RT

L1

N07°53'30"E 299.00'  
(N10°33'30"E 299.00')

(S79°40'30"E 729.67')  
N82°15'58"W 643.08'

SEE  
DETAIL "A"

EXISTING  
ROW

N07°42'02"E  
(S10°20'W 298.50')

C.R. 134  
(VARIABLE WIDTH R.O.W.  
NO RECORD INFORMATION FOUND)

P.O.C.  
302+59.01  
727.71' RT

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°17'00"LT	9,380.00'	373.81'	373.79'	S73°14'02"W
C2	01°17'28"RT	9,440.00'	212.74'	212.74'	S72°44'16"W

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N82°15'58"W	87.15'
L2	N82°21'40"W	10.00'
L3	N07°42'02"E	68.82'
L4	N48°51'39"W	119.84'

DONALD G. LEE AND  
KATHERINE S. LEE  
DOC. NO. 2000027086  
O.P.R.W.C. TX.

LOT 8  
BRUSHY POINT ESTATES  
CAB. O. SLIDES 73  
P.R.W.C. TX.

A



WILLIAMSON COUNTY, TEXAS

FILE: a AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 P-45. REF. FIELD NOTE NO. 49104

EXISTING 5.009 AC. ACQUIRE 2.982 AC. REMAINING 2.027 AC. RIGHT

**SAM**

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  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
PARCEL 45  
2.982 AC. (129,898 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)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- △ 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)

## 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRWIRAN THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. AREA CALCULATED BY SAM, LLC.

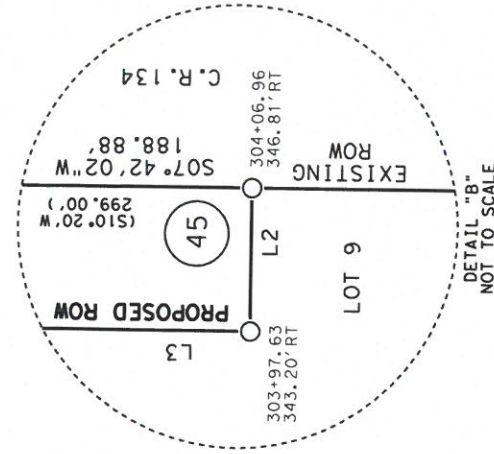
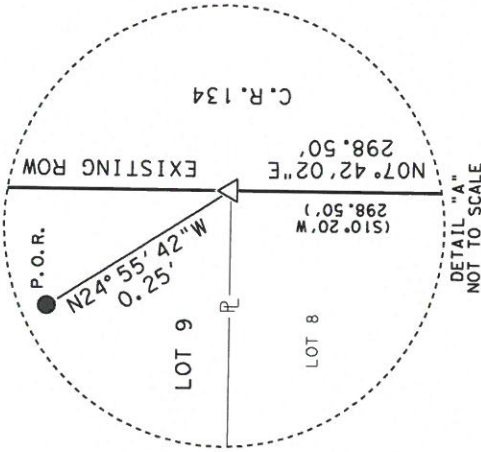
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**Preliminary**  
12/03/2021 1:47:20 PM

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

DATE

## EXHIBIT "A"



A

ANDRIA K. COPELAND AND  
BRANDON N. COPELAND  
DOC. NO. 2018092034  
O. P. R. W. C. TX.

B

JOSHUA LOVELESS  
AND DEEDEE LOVELESS  
DOC. NO. 2018064908  
O. P. R. W. C. TX.

LOT 7  
BRUSHY POINT ESTATES  
CAB. O. SLIDE 73  
P. R. W. C. TX.

LOT 10  
BRUSHY POINT ESTATES  
CAB. O. SLIDES 73-74  
P. R. W. C. TX.

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 P-45. REF. FIELD NOTE NO. 49104  
EXISTING 5.009 AC. ACQUIRE 2.982 AC. REMAINING 2.027 AC. RIGHT

**SAM**

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  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
PARCEL 45  
2.982 AC. (129,898 SQ. FT.)

EXHIBIT "B"

County: Williamson  
Parcel No.: TCE-45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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December 3, 2021

**PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 45**

DESCRIPTION OF A 0.262 ACRE (11,418 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 9, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO YURY TIER AND MARCELO TIER, RECORDED DECEMBER 28, 2016 IN DOCUMENT NO. 2016122635, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.262 ACRE (11,418 SQ. FT.) EASEMENT, 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 found 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of Lot 8, of said Brushy Point Estates subdivision, described in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX.;

**THENCE** N 07°42'02" E, departing the common line of said Lot 8 and said Lot 7, with the existing west right-of-way line of said C.R. 134, a distance of 298.50 feet to a calculated point, for the northeast corner of said Lot 8, same being the southeast corner of said Lot 9, from which a 1/2-inch iron rod found bears N 24°55'42" W, a distance of 0.25 feet;

**THENCE** N 82°15'58" W, departing the existing west right-of-way line of said C.R. 134, with the common line of said Lot 8 and said Lot 9, a distance of 594.83 feet to a calculated point (Surface Coordinates: N=10,162,420.33, E=3,182,578.32) 233.77 feet right of Southeast Loop E.C.S 298+12.74, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** N 82°15'58" W, continuing with the common line of said Lot 8 and said Lot 9, a distance of 48.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the proposed south right-of-way line of Southeast Loop, for the southwest corner of the easement described herein, said point being the beginning of a curve to the left;

**THENCE**, departing the common line of said Lot 8 and said Lot 9, with the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following three (3) courses and distances numbered 2-4:

- 2) With said curve to the left, an arc distance of 212.74, through a delta of 01°17'28", having a radius of 9,440.00 feet, and a chord that bears N 72°44'16" E, a distance of 212.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet right of Southeast Loop E.C.S 299+80.05, said point being the beginning of a curve to the right,

EXHIBIT "A"

County: Williamson  
Parcel No.: TCE-45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 5  
December 3, 2021

- 3) With said curve to the right, an arc distance of 373.81, through a delta of  $02^{\circ}17'00''$ , having a radius of 9,380.00 feet, and a chord that bears  $N 73^{\circ}14'02'' E$ , a distance of 373.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 181.29 feet right of Southeast Loop E.C.S 303+53.24, for the northwest corner of the easement described, and
- 4)  $S 48^{\circ}51'39'' E$ , a distance of 23.92 feet to a calculated point 200.80 feet right of Southeast Loop E.C.S 303+67.08, for the northeast corner of the easement described, said point being the beginning of a curve to the left;

**THENCE**, departing the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, an arc distance of 386.13, through a delta of  $02^{\circ}21'49''$ , having a radius of 9,360.00 feet, and a chord that bears  $S 73^{\circ}16'26'' W$ , a distance of 386.10 feet to a calculated point 222.35 feet right of Southeast Loop E.C.S 299+81.58, said point being the beginning of a curve to the right, and

**THIS SPACE INTENTIONALLY LEFT BLANK**

## EXHIBIT "A"

County: Williamson  
Parcel No.: TCE-45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 3 of 5  
December 3, 2021

- 6) With said curve to the right, an arc distance of 169.22, through a delta of 01°01'30", having a radius of 9,460.00 feet, and a chord that bears S 72°36'16" W, a distance of 169.22 feet to the **POINT OF BEGINNING**, and containing 0.262 acres (11,418 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 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 coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, 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, on the date shown below.

# Preliminary

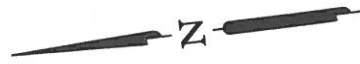
12/03/2021 2:17:59 PM

**SURVEYING AND MAPPING, LLC**  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300

Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas



8



LINE NO.	BEARING	DISTANCE
L1	N82° 15' 58" W	48.26'
L2	S48° 51' 39" E	23.92'

LINE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 17' 28" LT	9,440.00'	212.74'	212.74'	N72° 44' 16" E
C2	02° 17' 00" RT	9,380.00'	373.81'	373.79'	N73° 14' 02" E
C3	02° 21' 49" LT	9,360.00'	386.13'	386.10'	S73° 16' 26" W
C4	01° 01' 30" RT	9,460.00'	169.22'	169.22'	S72° 36' 16" W

CURVE TABLE

DONALD G. LEE AND  
KATHERINE S. LEE  
DOC. NO. 2000027086  
O. P. R. W. C. TX.

LOT 8  
BRUSHY POINT ESTATES  
CAB. O, SLIDES 73  
P. R. W. C. TX.

C.R. 134  
(VARIABLE WIDTH R.O.W.  
NO RECORD INFORMATION FOUND)

P.O.C.  
302+59.01  
727.71' RT



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

SAIK<sup>TM</sup>

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

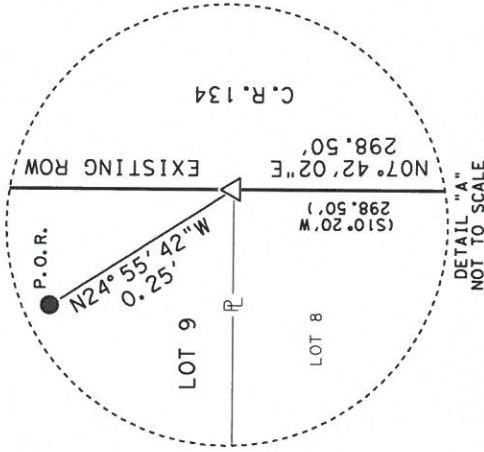
TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
TCE-45  
0.262 AC. (11,418 SQ. FT.)

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 TCE TCE-45 REF. FIELD NOTE NO. 49103 PAGE 4 OF 5

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 800 NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- △ CALCULATED POINT
- ⊞ 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)

# EXHIBIT "A"



**A**  
ANDRIA K. COPELAND AND  
BRANDON N. COPELAND  
DOC. NO. 2018092034  
O.P.R.W.C.TX.

LOT 7  
BRUSHY POINT ESTATES  
CAB. O, SLIDE 73  
P.R.W.C.TX.

**B**  
JOSHUA LOVELESS  
AND DEEDEE LOVELESS  
DOC. NO. 2018064908  
O.P.R.W.C.TX.

LOT 10  
BRUSHY POINT ESTATES  
CAB. O, SLIDES 73-74  
P.R.W.C.TX.

## 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRIMAN THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. AREA CALCULATED BY SAM, LLC.

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.

**Preliminary**  
12/03/2021 2:18:05 PM

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

DATE

FILE: a AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 TCE TCE-45. REF. FIELD NOTE NO. 49103  
EXISTING 5.009 AC. ACQUIRE 0.000 AC. REMAINING 5.009 AC. RIGHT

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

**SAM**

TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
TCE-45

0.262 AC. (11,418 SQ. FT.)

Exhibit "C"

Parcel 45\_

**DEED**

Southeast Loop (Segment 2) Right of Way

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF WILLIAMSON**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **YURY TIER AND MARCELO TIER** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 2.982-acre (129,898 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 45)**;

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

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.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Yury Tier

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2022 by Yury Tier in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Marcelo Tier

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2022 by Marcelo Tier in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**



Exhibit "D"

**GRADING TEMPORARY CONSTRUCTION EASEMENT**

Southeast Loop (Segment 2)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **YURY TIER AND MARCELO TIER** (hereafter referred to as "Grantor"), whether one or more, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

Grantee shall be allowed to extend the duration of the Temporary Construction Easement identified herein for up to three (3) additional and consecutive thirty (30) day periods upon notification to Grantor in writing of the requested extension period.





**GRANTOR:**

\_\_\_\_\_  
Marcelo Tier

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2022 by Marcelo Tier in the capacity and for the purposes and consideration recited  
therein.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:**

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 \_\_\_\_\_, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**