

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 37/37DE

COUNTY OF WILLIAMSON

§

Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **MARK S. KRUEGER and CENTRAL SOUTHWEST TEXAS DEVELOPMENT, L.L.C.** (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 the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading 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-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 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, the County will tender to the Grantor payment in the amount of **ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SIX and no/100 DOLLARS (\$1,117,276.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 Entry Deposit 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 of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full 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 by, through, and under Grantor but not otherwise, 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 as of the Effective Date.
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 December 1, 2022.
 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, except as such removal or construction of improvements may impact or damage the Remainder. 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 100% of the Entry Deposit. 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 unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
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 Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

14. 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: _____

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 pages follow]

GRANTOR:

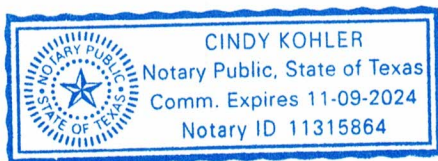
Mark S. Krueger
Mark S. Krueger

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Milam


This instrument was acknowledged before me on this the 8th day of September, 2022 by Mark S. Krueger, in the capacity and for the purposes and consideration recited herein.



Cindy Kohler
Notary Public, State of Texas

GRANTOR:

CENTRAL SOUTHWEST TEXAS DEVELOPMENT, L.L.C.

By: 

Name: Robert O' Farrell

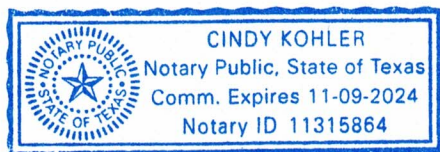
Its: Manager

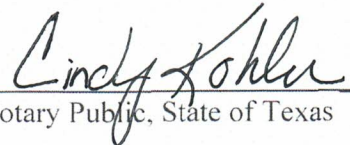
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 8th day of September, 2022 by Robert O' Farrell, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

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 _____, 2022
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

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 6
August 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 12.060 ACRE (525,347 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 63.60 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MARK S. KRUEGER, RECORDED JUNE 20, 1994 IN VOLUME 2551, PAGE 599, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 12.060 ACRE (525,347 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 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75, on the west line of said 63.60 acre tract, for the northeast corner of a called 107.22 acre tract of land, described as Tract 5 in a deed to Clarendor Capital, LTD., a Texas Limited Liability Partnership, recorded in Document No. 2021191286, Official Public Records of Williamson County (O.P.R.W.C.TX.), for the southeast corner of a called 194.58 acre tract of land, described in a deed to M. Moore Family Farm, LLC., and recorded in Document No. 2018097245, O.P.R.W.C.TX.;

THENCE N 08°01'44" E, with the common line of said 63.60 acre tract and said 194.58 acre tract, a distance of 365.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,163,489.57, E=3,187,021.80) set 233.50 feet right of Southeast Loop E.C.S 343+83.05 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 08°01'44" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said 63.60 acre tract and said 194.58 acre tract, a distance of 503.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345+67.91 on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein;

THENCE departing the common line of said 63.60 acre tract and said 194.58 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, the following six (6) courses and distances numbered 2 – 7:

- 2) N 76°12'05" E, a distance of 114.58 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 346+82.49,
- 3) N 76°28'25" E, a distance of 479.05 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 351+61.53,
- 4) N 77°54'20" E, a distance of 200.06 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 353+61.53,
- 5) N 76°28'25" E, a distance of 269.51 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 356+31.05,
- 6) N 07°48'09" E, a distance of 214.67 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 429.96 feet left of Southeast Loop E.C.S. 357+09.12, and

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
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7) S 82°11'51" E, a distance of 42.26 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 414.59 feet left of Southeast Loop E.C.S. 357+48.49, on the common line of said 63.60 acre tract and of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer recorded in Document No. 2018092464, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

8) **THENCE** S 07°47'00" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 63.60 acre tract and said 461.37 acre tract, a distance of 724.10 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+85.34 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE departing the common line of said 63.60 acre tract and said 461.37 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, the following five (5) courses and distances numbered 9 – 13:

- 9) S 76°28'25" W, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+41.87,
- 10) N 07°48'09" E, a distance of 32.21 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 354+53.58,
- 11) S 76°28'25" W, a distance of 877.17 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 345+76.41, said point being the beginning of a curve to the right,
- 12) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord which bears S 73°16'59" W, a distance of 62.89 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 345+13.62, and

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
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To: C.R. 404

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August 19, 2022

13) S 76°28'25" W, a distance of 130.56 feet to the **POINT OF BEGINNING**, and containing 12.060 acres (525,347 sq. ft.) of land.

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.

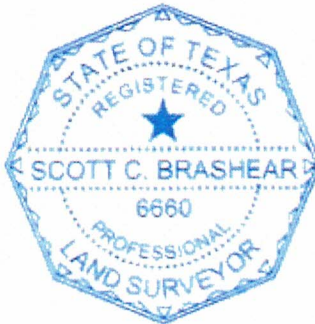
**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

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.

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



Scott C. Brashear 8/19/2022
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "A"

SCHEDULE B:

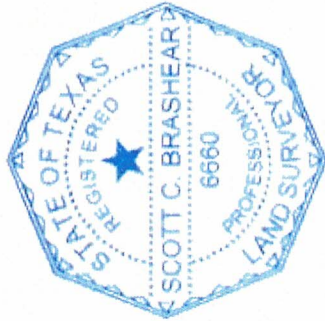
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, AND ISSUED DATE AUGUST 4, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)
3. INTENTIONALLY DELETED
4. INTENTIONALLY DELETED
5. INTENTIONALLY DELETED
6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2015101616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)
7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)
8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K, AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARK STEPHEN KRUEGER OF RECORD IN DOCUMENT NO. 2019050448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
9. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, 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. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
12. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

EXISTING	63.600 AC.	ACQUIRE	12.060 AC.	REMAINING	28.658 AC.	LEFT
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 MARK S. KRUEGER TAX ID: R020548 PARCEL 37 12.060 AC. (525,347 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
- ▲ 800 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:

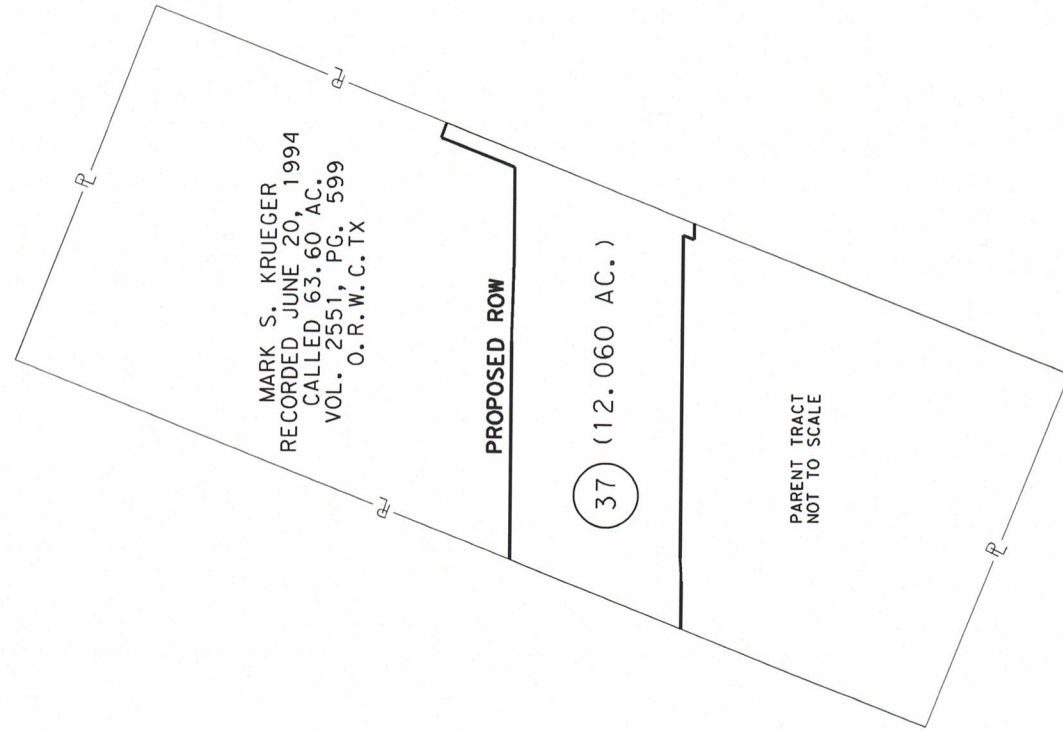
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE, AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159142, EFFECTIVE DATE JULY 27, 2022, AND ISSUED DATE AUGUST 4, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRIMIRAN & 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.
- UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY." MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.
- 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.

Scott C. Brashear

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

8/19/2022

DATE



PAGE 6 OF 6
REF. FIELD NOTE NO. 49159
FILE: \\sam\projects\1021061125\100\Survey\03Exhibits\37\PLAT\02P-37.dgn

EXISTING	63.600 AC.	ACQUIRE	12.060 AC.	REMAINING	28.658 AC.	LEFT
				REMAINING	22.882 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 MARK S. KRUEGER TAX ID: R020548 PARCEL 37 12.060 AC. (525, 347 SQ. FT.)		

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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August 19, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 37

DESCRIPTION OF A 0.270 ACRE (11,748 SQ. FT.) EASEMENT LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, BEING A PORTION OF A CALLED 63.60 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MARK S. KRUEGER, RECORDED JUNE 20, 1994 IN VOLUME 2551, PAGE 599, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.270 ACRE (11,748 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 with a yellow plastic cap stamped "PAPEDAWSON" found 4,466.47 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 338+44.48 on the east line of a tract of land, described in a deed to Roy Lessner and Mary Wynette Lessner as Trustees of the Roy Lessner and Mary Wynette Lessner Trust, recorded in Document No. 2018049538, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 55.847 acre tract of land, described in a deed to Isaac W. Norman, recorded in Volume 2052, Page 828, O.R.W.C.TX., same being the most westerly southwest corner of a called 461.37 acre tract, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, O.P.R.W.C.TX.;

THENCE N 07°47'00" E, with the common line of said Lessner tract and said 461.37 acre tract, a distance of 4,217.57 feet to a calculated point (Surface Coordinates: N=10,163,426.76, E=3,188,059.40) 537.26 feet right of Southeast Loop E.C.S 353+77.19, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the common line of said 461.37 acre tract and said 63.60 acre tract of land, over and across said 63.60 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°11'51" W, a distance of 40.60 feet to a calculated point 522.50 feet right of Southeast Loop E.C.S 353+39.37, for the southwest corner of the easement described herein, and
- 2) N 07°48'09" E, a distance of 281.80 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+41.87 on the proposed south right-of-way line of said Southeast Loop, for the northwest corner of the easement described herein;

3) **THENCE** N 76°28'25" E, with the proposed south right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+85.34 on the common line of said 461.37 acre tract and said 63.60 acre tract, for the northeast corner of the easement described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
August 19, 2022

4) **THENCE** S 07°47'00" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 461.37 acre tract and said 63.60 acre tract, a distance of 297.61 feet to the **POINT OF BEGINNING**, and containing 0.270 acres (11,748 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.

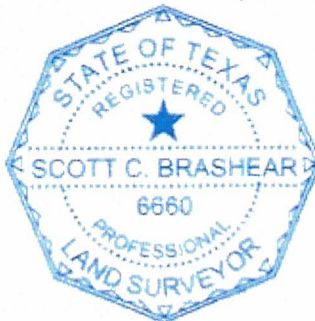
**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

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.

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



Scott C. Brashear 8/19/2022
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "B"

MASSILLON ABSTRACT NO. 238
SURVEY NO. 25.

MARK S. KRUEGER
RECORDED JUNE 20, 1994
CALLED 63.60 AC.
VOL. 2551, PG. 599
O.R.W.C. TX.

ROY LESSNER AND MARY WYNETTE LESSNER
AS TRUSTEES OF THE ROY AND
MARY WYNETTE LESSNER TRUST
DOC. NO. 2018049538
O.P.R.W.C. TX.

P.O.C.
W/YELLOW PCAP
"PAPEDAWSON"
338+44.48
4,466.47' RT

P.O.B.
N=10,163.426.76
E=3,188.059.40
353+77.19
537.26' RT

ISAAC W. NORMAN
CALLED 55.847 AC.
VOL. 2052, PG. 828
O.R.W.C. TX.

CHASE GERLACK ABSTRACT NO. 260
SURVEY NO. 26.

JUDY BOEHM-LIMMER
CALLED 461.37' AC.
DOC. NO. 2018092464
O.P.R.W.C. TX.

DRAINAGE
EASEMENT

DE-37

(0.270 AC.)

PROPOSED ROW

353+39.37
522.50' RT

**354+41.87
260.00' RT

**354+85.34
260.00' RT

APPROXIMATE LOCATION OF SURVEY LINE

353+00
N76°28'25"E
7,758.10'
SOUTHEAST LOOP
ENGINEER'S CENTERLINE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°47'00"E	4,217.57'
(L1)	(N07°50'04"E)	(6,328.63')
L2	N82°11'51"W	40.60'
L3	N07°48'09"E	281.80'
L4	N76°28'25"E	43.48'
L5	S07°47'00"W	297.61'



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

PAGE 3 OF 5
REF. FIELD NOTE NO. 49254

FILE: \\saminc\NAUS\PROJECTS\1021061125\100\SURVEY\03EXHIBIT\37_TCE\PLAT\02DE-37.dgn

EXISTING 63.60 AC. ACQUIRE 0.000 AC. REMAINING 63.600 AC. RIGHT

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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
MARK S. KRUEGER
TAX ID: R020548
DE-37

0.270 AC. (11,748 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, AND ISSUED DATE AUGUST 4, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
 1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
 2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)
 3. INTENTIONALLY DELETED
 4. INTENTIONALLY DELETED
 5. INTENTIONALLY DELETED
 6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2015101676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)
 7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)
 8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARK STEPHEN KRUEGER OF RECORD IN DOCUMENT NO. 2019050448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
 9. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
 10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, 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. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)
 11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
 12. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

PAGE 4 OF 5
REF. FIELD NOTE NO. 49254
FILE: \\saminc\US\PROJECTS\1021061125\100\Survey\03Exhibit\37_TCE\PLAT\02\DE-37.dgn

EXISTING	63.60 AC.	ACQUIRE	0.000 AC.	REMAINING	63.600 AC.	RIGHT
<div><div><div>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</div><div><div>SAM</div><div></div></div></div></div> <div>DRAINAGE EASEMENT SKETCH SHOWING PROPERTY OF MARK S. KRUEGER TAX ID: R020548 DE-37 0.270 AC. (11,748 SQ. FT.)</div>						

EXHIBIT " "

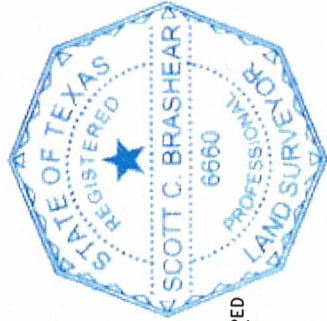
- NOTES:**

* AREA CALCULATED BY SAM, LLC.

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.

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

DATE _____



(0.270 AC.)

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37_TCE\PLAT\02DE-37.dgn

EXISTING	63.60 AC.	ACQUIRE	0.000 AC.	REMAINING	63.600 AC.
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SAIKTM

DRAINAGE EASEMENT SKETCH SHOWING PROPERTY OF

TAX ID: R020548

DE-37
0.270 AC. (11,748 SQ. FT.)