

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DONALD G. LEE AND KATHERINE S. LEE** (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 0.597-acre (25,987 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 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 38)**;

All of that certain 0.012-acre (532 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 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein **(Parcel 38TCE)**;

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 SEVENTY-FIVE THOUSAND and 00/100 Dollars (\$75,000.00).

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 October 25, 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 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 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:

Donald G. Lee
Donald G. Lee

Date: 9/23/2022

Address: 1796 County 134

Hutto, Texas 78634

Katherine S. Lee
Katherine S. Lee

Date: 9/22/2022

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.: 38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 38

DESCRIPTION OF A 0.597 ACRE (25,987 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 8, 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 DONALD G. LEE AND KATHERINE S. LEE, RECORDED APRIL 27, 2000 IN DOCUMENT NO. 2000027086, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.597 ACRE (25,987 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, 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 said Lot 8;

THENCE N 82°15'58" W, with the common line of said Lot 8 and said Lot 7, a distance of 644.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,131.18, E=3,182,489.34) set 494.09 feet right of Southeast Loop E.C.S 296+58.60 on the proposed south right-of-way line of Southeast Loop, for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 82°15'58" W, with the proposed south right-of-way line of said Southeast Loop, same being the common line of said Lot 8 and said Lot 7, a distance of 86.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 462.56 feet right of Southeast Loop E.C.S 295+77.54 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 7, same being the southwest corner of said Lot 8 and the parcel described herein;

2) **THENCE** N 07°53'30" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Lot 8 and said 100 acre tract, a distance of 298.50 feet to a 1/2-inch iron rod found, for the southwest corner of Lot 9, of said Brushy Point Estates subdivision, described in a deed to Yury Tier and Marcelo Tier, recorded in Document No. 2016122635, O.P.R.W.C.TX., same being the northwest corner of said Lot 8 and the parcel described herein;

3) **THENCE** S 82°15'58" E, departing the common line of said Lot 8 and said 100 acre tract, with the common line of said Lot 8 and said Lot 9, a distance of 87.15 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 said Southeast Loop, for the northeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
September 27, 2022

4) **THENCE** S 07°55'32" W, 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 8, a distance of 298.50 feet to the **POINT OF BEGINNING**, and containing 0.597 acres (25,987 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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.

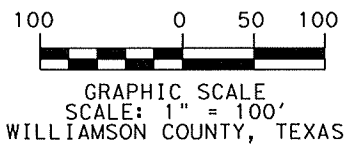
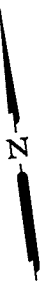
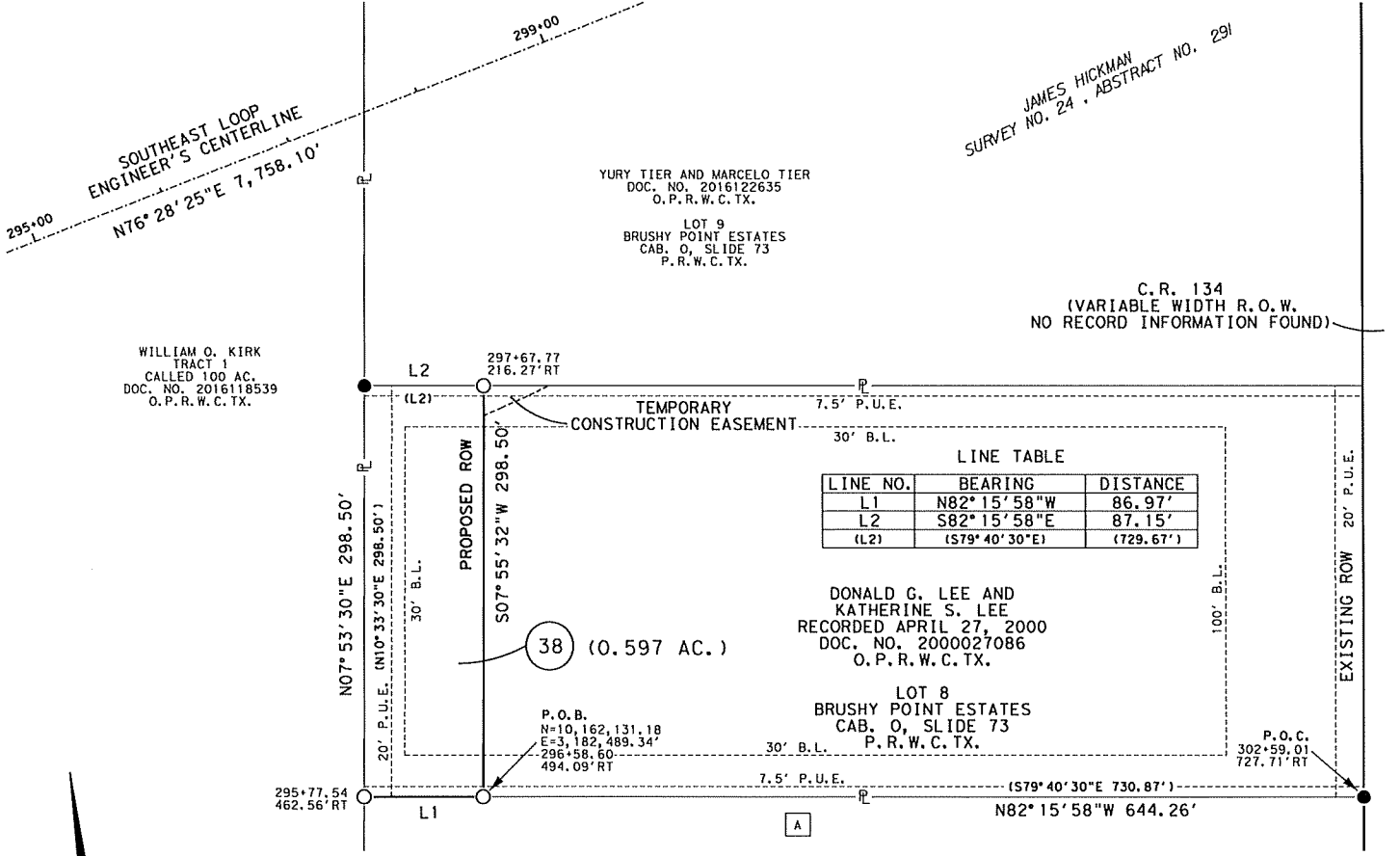
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/27/2022

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

EXHIBIT "A"



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

REF. FIELD NOTE NO. 49098

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT
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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
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159145, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 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. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE FRONT STREET SIDE PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
2. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE REAR PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
3. 7.5' PUBLIC UTILITY EASEMENT RESERVED ALONG THE SIDE PROPERTY LINES, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
4. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN DOCUMENT NO. 9660508, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
6. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
7. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
9. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
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.
11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
13. 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)

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REF. FIELD NOTE NO. 49098

FILE:\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

LEGEND

EXHIBIT "A"

- 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)

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.

NOTES:

1. 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.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, OF NO. T-159145, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. 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.

PAGE 5 OF 5
REF. FIELD NOTE NO. 49098

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT
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SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

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

9/27/2022

DATE

EXHIBIT "B"

County: Williamson
Parcel No.: TCE-38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
September 28, 2022

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 38

DESCRIPTION OF A 0.012 ACRE (532 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 8, 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 DONALD G. LEE AND KATHERINE S. LEE, RECORDED APRIL 27, 2000 IN DOCUMENT NO. 2000027086, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.012 ACRE (532 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, 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 said Lot 8;

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 Lot 9, of said Brushy Point Estates subdivision, described in a deed to Yury Tier and Marcelo Tier, recorded in Document No. 2016122635, O.P.R.W.C.TX., 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 east corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the right;

1) **THENCE**, departing the common line of said Lot 8 and said Lot 9, with said curve to the right, over and across said Lot 8, an arc distance of 53.10, through a delta of 00°19'18", having a radius of 9,460.00 feet, and a chord that bears S 73°16'40" W, a distance of 53.10 to a calculated point 236.73 feet right of Southeast Loop E.C.S 297+59.73 on the proposed south right-of-way line of Southeast Loop, for the south corner of the easement described herein;

2) **THENCE** N 07°55'32" E, with the proposed south right-of-way line of said Southeast Loop, a distance of 21.98 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 common line of said Lot 8 and said Lot 9, for the north corner of the easement described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: TCE-38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
September 28, 2022

3) **THENCE** S 82°15'58" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Lot 8 and said Lot 9, a distance of 48.26 feet to the **POINT OF BEGINNING**, and containing 0.012 acres (532 sq. ft.) of land, more or less.

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

Bearing Basis:

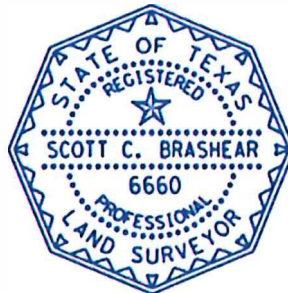
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project 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.

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



Scott C. Brashear 9/28/2022
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "B"

YURY TIER AND MARCELO TIER
DOC. NO. 2016122635
O. P. R. W. C. TX.

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

JAMES HICKMAN
SURVEY NO. 24, ABSTRACT NO. 291

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	100° 19' 18" RT	9,460.00'	53.10'	53.10'	S73° 16' 40" W

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

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

297+67.77
216.27' RT

P.O.B.
N=10,162,420.33
E=3,182,578.32
298+12.74
233.77' RT

TEMPORARY
CONSTRUCTION EASEMENT

(TCE-38)
(0.012 AC.)

N82° 15' 58" W 594.83'

(S79° 40' 30" E 729.67')

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 55' 32" E	21.98'
L2	S82° 15' 58" E	48.26'

DONALD G. LEE AND
KATHERINE S. LEE
RECORDED APRIL 27, 2000
DOC. NO. 2000027086
O. P. R. W. C. TX.

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

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

EXISTING ROW

SEE
DETAIL "A"

(S10° 20' W 298.50') 20' P.U.E.

N07° 42' 02" E 298.50'

PAGE 3 OF 5

REF. FIELD NOTE NO. 49102

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\TCE-38\TCE-38.dgn

EXISTING *5.007 AC. ACQUIRE 0.000 AC. REMAINING 5.007 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

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368467
TCE-38
0.012 AC. (532 SQ. FT.)

100 0 50 100
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS



EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159145, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 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. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE FRONT STREET SIDE PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE REAR PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. 7.5' PUBLIC UTILITY EASEMENT RESERVED ALONG THE SIDE PROPERTY LINES, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

4. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN DOCUMENT NO. 9660508, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

6. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

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.

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. 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. 49098

FILE:\sam\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\3B\PLAT\01\TCE-38\TCE-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

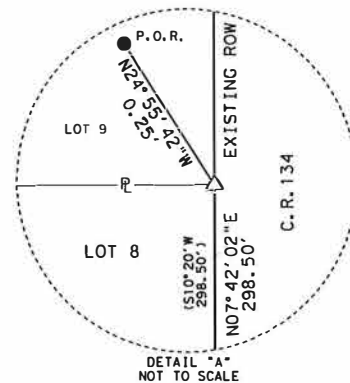
LEGEND

EXHIBIT "B"

- 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)

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.



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, OF NO. T-159145, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, WIRMIRAN & 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.

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

9/28/2022
DATE

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\3B\PLAT\01\TCE-3B\TCE-3B.dgn				PAGE 5 OF 5 REF. FIELD NOTE NO. 49102	
EXISTING	*5.007 AC.	ACQUIRE	0.000 AC.	REMAINING	5.007 AC. RIGHT
		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 DONALD G. LEE AND KATHERINE S. LEE TAX ID: R368467 TCE-38 0.012 AC. (532 SQ. FT.)			

Exhibit "C"

Parcel 38

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 **DONALD G. LEE AND KATHERINE S. LEE** 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 0.597-acre (25,987 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 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38**);

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:

DONALD G. LEE

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2022 by DONALD G. LEE in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

KATHERINE S. LEE

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by KATHERINE S. LEE 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 **DONALD G. LEE AND KATHERINE S. LEE** (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 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.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

GRANTOR:

KATHERINE S. LEE

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2022 by KATHERINE S. LEE 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: