

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

STATE OF TEXAS	§	
	§	Parcel No.: 48
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County" or "Grantee"), and SCOTT LEE IRA HELMS (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of TWO HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED EIGHTEEN and 00/100 Dollars (\$289,818.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

\*NPUA\*

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record.
  - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
  - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)
  6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document.

14. Other conditions: None.

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

Tenants: \_\_\_\_\_

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, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Scott Lee Helms

Scott Lee Ira Helms

ACKNOWLEDGMENT

STATE OF TEXAS

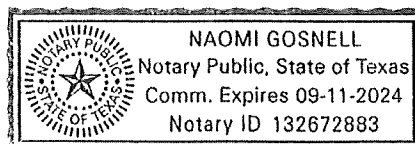
COUNTY OF Williamson

This instrument was acknowledged before me on this the 15 day of November, 2022 by Scott Lee Ira Helms in the capacity and for the purposes and consideration recited herein.

Naomi Gosnell  
Notary Public, State of Texas

Printed Name: Naomi Gosnell

My Commission Expires: 09-11-2024



**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  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Exhibit "A"

County: Williamson  
Parcel No.: 48ROW  
Tax ID: R530461  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 48ROW

FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.077 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211031.07, E=3058068.84) monumenting the southeast corner of said 23.017 acre Helms tract and the northeast corner of the called 10.005 acre tract of land conveyed to James W. Forbes, recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, same being on the west right-of-way line of County Road 279, being 652.87 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+71.35, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southwest corner of the called 6.32 acre tract of land conveyed to James Patrick Harlow, recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, same being on the east right-of-way line of said County Road 279, bears N 84°24'54" E for a distance of 50.89 feet;

THENCE, S 67°41'56" W with the south boundary line of said 23.017 acre Helms tract and the north boundary line of said 10.005 acre Forbes tract, for a distance of **141.47 feet** to an iron rod set with aluminum cap marked "Williamson County", being 683.68 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.18, for the southeast corner hereof, from which a 60D nail found monumenting the southwest corner of said 23.017 acre Helms tract, bears S 67°41'56" W passing at a distance of 1033.48 feet an iron rod found with cap marked (Forest) 0.08' south of this line, in all a total distance of 1225.54 feet;

THENCE, through the interior of said 23.017 acre Helms tract, the following six (6) courses and distances:

County: Williamson  
Parcel No.: 48ROW  
Tax ID: R530461  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

1. **N 20°20'18" W** for a distance of **11.67** feet to an iron rod set with aluminum cap marked "Williamson County", being 672.23 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+39.09;
2. **N 70°42'40" E** for a distance of **2.43** feet to an iron rod set with aluminum cap marked "Williamson County", being 671.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.35;
3. **N 19°25'13" W** for a distance of **480.69** feet to an iron rod set with aluminum cap marked "Williamson County", being 198.79 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 467+59.05;
4. **N 59°19'24" W** for a distance of **76.74** feet to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 467+00.74;
5. With a curve to the right an arc length of **200.51** feet, said curve having a radius of **11150.00** feet, a delta angle of **1°01'49"** and a chord which bears **S 81°51'53" W** for a distance of **200.50** feet to a PK nail set in the base of a tree, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PC Station 465+02.93;
6. **S 82°22'48" W** for a distance of **31.05** feet to an iron rod set with aluminum cap marked "Williamson County", on the north boundary line of said 23.017 acre Helms tract and the south boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, Husband and Wife, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+71.89, for the northwest corner hereof, from which a 60D nail found monumenting an angle point on said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, bears **S 42°06'16" W** for a distance of 151.32 feet;

County: Williamson  
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THENCE, with said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **N 42°06'16" E** for a distance of **21.95 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;
2. **N 42°35'15" E** for a distance of **428.27 feet** to an iron rod set with aluminum cap marked "Williamson County", on the northeast corner of said 23.017 acre Helms tract, the southeast corner of said 54.068 acre Harlow tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the southwest corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, same being on said west right-of-way line of County Road 279, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the north corner of said 0.015 acre Williamson County, Texas tract, same being on an angle point in the east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, bears **N 22°24'21" W** for a distance of 79.83 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 23.017 acre Helms tract, the west boundary line of said 0.06 acre Williamson County, Texas tract and said west right-of-way line of County Road 279, for a distance of **331.01 feet** to a 1/2" iron rod found monumenting the south corner of said 0.06 acre Williamson County, Texas tract, being 188.89 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+95.52;

THENCE, with said east boundary line of the 23.017 acre Helms tract and said west right-of-way line of County Road 279, the following three (3) courses and distances:


1. **S 19°26'15" E** for a distance of **198.96 feet** to a calculated point, being 385.02 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+28.15;

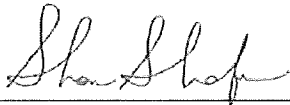
County: Williamson  
Parcel No.: 48ROW  
Tax ID: R530461  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

2. S 19°23'37" E for a distance of 103.43 feet to a 60D nail found, being 487.03 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+44.60;
3. S 19°37'05" E for a distance of 168.21 feet to the POINT OF BEGINNING hereof and containing 3.077 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

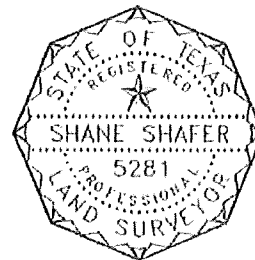
 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NUMBER 10006900



JULY 19, 2021

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\2020 WA#1 Liberty Hill SH 29 Bypass 2020-23\ PARCELS FINAL.  
LTS SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48ROW N SH 29 BYPASS 1.11 LTS M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

SCALE: 1" = 100'

TAX ID: R530461  
SCOTT LEE IRA HELMS  
CALLED 23.017 ACRES  
DOC. NO. 2014043759

HENRY FIELD SURVEY  
ABSTRACT NO. 233

CERTIFICATE OF ATTACHMENT  
OR STATEMENT OF LOCATION  
CALLED 3.13 AC  
DOC. NO. 2014031916  
DOC. NO. 2014091541

SUBJECT TRACT  
PARCEL 48 ROW  
3.077 AC.

JAMES PATRICK HARLOW  
TRACT ONE  
CALLED 6.32 AC.  
VOL. 1572, PG. 365

TIMOTHY P. HARLOW  
TRACT ONE  
CALLED 8.02 AC.  
VOL. 1572, PG. 362

JAMES W. FORBES  
CALLED 10.005 AC.  
VOL. 1427, PG. 619

W/CAP  
(FOREST)  
0.08 SOUTH

PROPOSED ROW  
EXISTING ROW

P.O.B.  
SURFACE  
COORDINATES:  
N=10211031.07  
E=3058068.84

ASPHALT ROADWAY  
CR 279

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	11150.00'	200.51'	1'01'49"	S81°51'53"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°20'18"W	11.67'
L2	N70°42'40"E	2.43'
L3	S82°22'48"W	31.05'
L4	N42°06'16"E	21.95'
L6	S19°26'15"E	198.96'
L7	S19°23'37"E	103.43'
L8	S19°37'05"E	168.21'
L9	N22°24'21"W	79.83'
L10	N84°24'54"E	50.89'

PARCEL 48 ROW  
SHEET 1 OF 4

<> DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NO. 10006900

J. PATRICK HARLOW  
AND USA M. HARLOW,  
HUSBAND AND WIFE  
CALLED 162.899 ACRES (TRACT 1)  
DOC. NO. 9639594

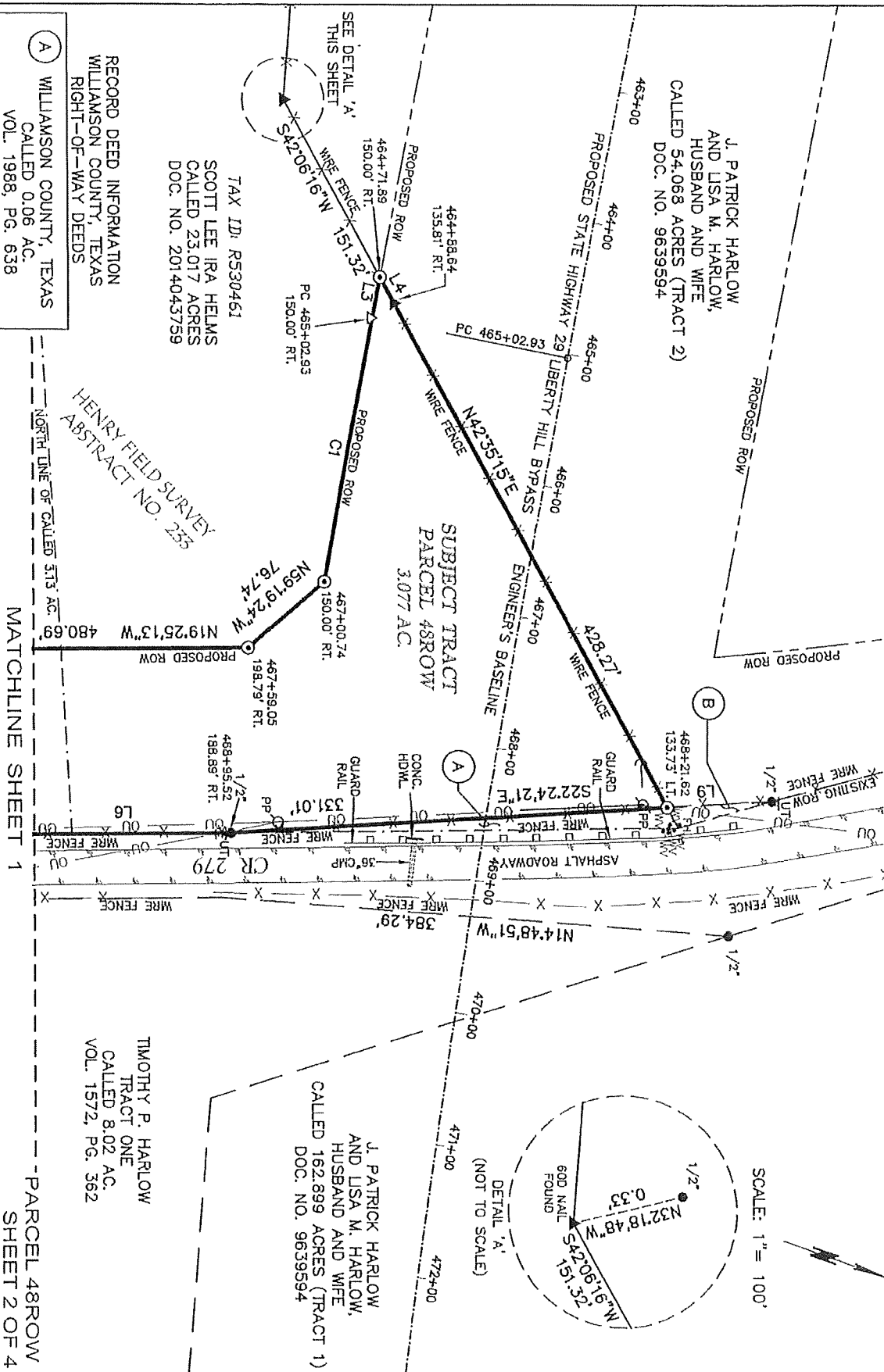
TMOTHY P. HARLOW  
TRACT ONE  
CALLED 8.02 AC.  
VOL. 1572, PG. 362

MATCHLINE SHEET 1

-PARCEL 48ROW  
SHEET 2 OF 4

<> DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 361-0100

T.B.P.E.L.S. FIRM NO. 10006900



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS, NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM, COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

**LEGEND**

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
•UT	UNDERGROUND TELEPHONE MARKER
•TPED	TELEPHONE PEDESTAL
•WV	WATER VALVE
•FH	FIRE HYDRANT
•PP	POWER POLE
—G—	DOWN GUY
—X—X—	WIRE FENCE
—OU—	OVERHEAD UTILITY LINE
—+—+—+—	EDGE OF PAVEMENT
—+—+—+—+—	GUARD RAIL
—+—+—+—+—+—	RIGHT-OF-WAY DEED LINE
—+—+—+—+—+—+—	ENGINEER'S BASELINE
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

PARCEL 48ROW  
SHEET 3 OF 4

<> **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

#### TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B, Commitment for Title Insurance T-7, GF No. T-149547, issued by Title Resources Guaranty Company, which bears an Effective Date June 18, 2021 and an Issued Date of July 1, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record Volume 631, Page 833 and Volume 642, Page 364, Deed Records, Williamson County, Texas. The subject tract is a part of the properties described in said instrument.

10.1. Ingress and egress easement, as described in Volume 632, Page 111, Deed Records, Williamson County, Texas. Is not a part of the subject tract.

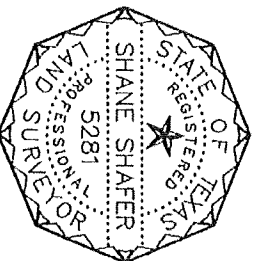
10.2. Electric distribution line easement granted to Pedernales Electric Cooperative, Inc., as described in Document No. 2014037857, Official Public Records, Williamson County, Texas. Maybe a portion of the subject tract, however, unable to determine the location of said easement due to vague description. Said instrument states: "Easement and right-of-way herein shall be a strip of land ten (10) feet in width that being five (5.0) feet on each side of the centerline for the entire length of the power line and guys as needed for the construction of the said distribution power line on the Grantors property."

10.4. Certificate of Attachment or Statement of Location recorded in Document No. 2014081816, Official Public Records, Williamson County, Texas. (located on a 3.13 acre portion of the 23.017 acre parent tract; proposed ROW tract includes a portion of the 3.13 acre tract). The subject tract is a part of the 3.13 acre tract of land described in said instrument. The 3.13 acre tract is shown hereon.

10.5. Certificate of Attachment or Statement of Location recorded in Document No. 2014091541, Official Public Records, Williamson County, Texas. (located on a 3.13 acre portion of the 23.017 acre parent tract; proposed ROW tract includes a portion of the 3.13 acre tract). The subject tract is a part of the 3.13 acre tract of land described in said instrument. The 3.13 acre tract is shown hereon.

To: Williamson County, Texas, Title Resources Guaranty Company and Texas National Title, Inc., exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 15, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHANE SHAFER, R.P.L.S. NO. 5281

JULY 19, 2021

DATE

PARCEL 48ROW  
SHEET 4 OF 4

<> DIAMOND SURVEYING, INC.  
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T.R.P.E.L.S. FIRM NO. 10006900