

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

July 14, 2025

Via e-mail emotter@tamus.edu

Stiles Farm Foundation
c/o Eric D. Motter
System Land Management Office
The Texas A&M University System
301 Tarrow St., 6th Floor
College Station, Texas 77840

Re: Williamson County/City of Thrall—North Barker emergency access
Parcel No.: Stiles Farm Foundation

Dear Eric:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a private road easement by Williamson County, Texas (“County”) on behalf of the City of Thrall (“City”) in and across a portion of the Stiles Farm Foundation (“Owner”) property required as part of the County’s proposed improvements to emergency access and drainage at North Barker Street (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to City of a fully executed and acknowledged Easement Agreement (Private Road) (“Easement”) in and to 0.4476 acre (19,499 SF) of land, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$3,800.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner will assist County and Title Company with any

reasonable curative measures or mortgage lien consent or subordination required as a condition of the Closing to the extent permitted by law and state constitution, at the expense of the County.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

AGREED BY OWNER:

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

DS
JRS

DocuSigned by:
Phillip Ray
By: _____
113C3A11E0BB4F2

PHILLIP RAY
Vice Chancellor of Business Affairs
The Texas A&M University System

APPROVED AS TO FORM:

DocuSigned by:
Joseph A. Brown

C483CE0A4E3F421...

JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT

(Private Road)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** acting in its capacity as Trustee of the Stiles Farm Foundation, as grantor (“**GRANTOR**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents of the Texas A&M University System by Texas Education Code §85.26, for ten dollars (\$10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS,** and **CONVEYS** to **CITY OF THRALL, TEXAS**, as grantee (“**GRANTEE**”), its permitted successors and assigns, a non-exclusive right-of-way easement (the “Easement”). The Easement is 0.4476 acres (19,499 square feet) in area for roadway access purposes over, on and across certain property of **GRANTOR** (the “Property”), located in Williamson County, Texas, more particularly described by metes and bounds in Exhibit “A” attached hereto and made part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted solely for the purpose of emergency or oversize vehicle and local access traffic temporary ingress and egress along with maintaining, repairing, replacing, rebuilding, and operating a private access roadway (the “Road”) on the Property. The term “Road” as used in this Agreement shall mean the paved or otherwise improved road surface, curb, gutter and surface drainage facilities for a private street, emergency or oversize vehicle and local access traffic temporary crossing, but shall not include the right to install utilities, or grant others the right to install utilities, or to use the subsurface for any purpose, unless such right is granted by **GRANTOR** to **GRANTEE** by separate easement. A plat and plan of the Property showing the surface area affected by the Easement and the location and proposed construction design specification of the Road and **GRANTEE**'s right-of-way is depicted in the plans shown on Exhibit “B” (“Road Plans”) attached hereto and made part of this Agreement.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Easement for the purpose of accessing, maintaining, repairing, replacing, rebuilding, and operating the Road. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for maintaining, repairing, replacing, and rebuilding the Road for the private use of temporary emergency or oversize vehicular and local traffic only. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. During the term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any property (real or personal), other than its own property or as shown in the Road Plans, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as practicable, be in like condition as before such damage or destruction. In lieu of repairing or replacing, **GRANTOR** may, at its option, require

that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property. If **GRANTEE** removes any materials or structures, it will fix and level as required by **GRANTOR** the land affected so that the Property will be as nearly as possible in the same condition as it was before **GRANTEE** entered on the Property. **GRANTEE** must remove all surplus backfill material, felled trees and other debris caused by its activities on the Property. Prior to any subsequent alteration or additional construction, **GRANTEE** agrees to notify **GRANTOR**, in the same manner as set forth above, five (5) business days prior to commencement of such activities. **GRANTEE** agrees to cooperate with **GRANTOR**'s personnel in conducting an onsite inspection to assess damages resulting from **GRANTEE**'s activities.

5. No Fee Interest Granted. This is a grant of a nonexclusive right-of-way easement for roadway access purposes only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all easements, of every kind and character, on, over or under the Property.

6. Duration of Easement. In accordance with Texas Education Code §85.26(c), this grant is for a term of ten (10) years and may be renewed for additional consideration only at the election of **GRANTOR**. **GRANTEE** agrees to provide **GRANTOR** written notice requesting renewal of the term at least six (6) months prior to the expiration date of this Easement. **GRANTOR** will respond in writing indicating whether the term will be renewed. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars (\$100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** shall remove any of its above-ground equipment and improvements from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement. If removal causes injury to the Property or to any improvements of **GRANTOR**, **GRANTEE** will restore the Property or improvements or, at **GRANTOR**'s option, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to remove the above-ground equipment and improvements within the time set forth in this paragraph, **GRANTOR** shall have the right to retain the equipment and improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR**'s successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE**'s use.

9. Hold Harmless. TO THE EXTENT ALLOWED BY LAW, **GRANTEE** AGREES TO INDEMNIFY AND HOLD **GRANTOR** HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO **GRANTEE**, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER **GRANTEE**'S DIRECTION. **GRANTEE** FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY **GRANTOR** IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.

10. Antiquities. **GRANTEE** IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, **GRANTEE** MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT **GRANTEE**'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, **GRANTEE** WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY **GRANTOR** SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY **GRANTEE** TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. **GRANTOR** will not be liable for any costs of **GRANTEE**, **GRANTEE**'s contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10.

11. Use and Maintenance of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property. **GRANTEE** shall maintain, repair, replace, and/or rebuild the Road and shall keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** shall comply with and obtain any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property, including but not limited to the Antiquities Code of Texas, Chapter 191 of the Texas Natural Resources Code. **GRANTEE** agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property shall remain with **GRANTOR**.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO GRANTEE'S USE, THEN GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** shall have the right to file the Release of Easement.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by

email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6120
Email: property@tamus.edu

GRANTEE: City of Thrall
Attn: City Clerk
104 Main Street
P.O. Box 346
Thrall, Texas 76578
Phone: (512) 898-5306
Email: cityclerk@cityofthrall.com

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any one or more instances on a strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** shall be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR**. Any such sale, assignment, encumbrance or conveyance may be subject to payment to **GRANTOR** of an administrative fee. If **GRANTEE** attempts to sell, assign, encumber or convey the Easement without **GRANTOR**'s prior written consent, **GRANTOR** may, in its sole discretion, terminate this Agreement upon written notice to **GRANTEE**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

23. Force Majeure. Neither **GRANTOR** nor **GRANTEE** will be in default in the performance of its obligations, if such performance is prevented or delayed by Force Majeure; provided, the party claiming such Force Majeure notifies the other party of the occurrence within ten (10) calendar days and promptly commences, diligently pursues and takes all reasonable actions to limit the effects of such Force Majeure. Force Majeure is any cause which is beyond the reasonable control of the party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, flood, or because of any law, order, proclamation, regulation, or ordinance of the State or Federal government or any subdivision thereof.

24. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

25. Effective Date. This Agreement is deemed to be in force as of the ___ day of _____, 2025.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: _____

PHILLIP RAY
Vice Chancellor of Business Affairs
The Texas A&M University System

APPROVED AS TO FORM:

JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this ___ day of _____, 2025 by **PHILLIP RAY**, Vice Chancellor of Business Affairs of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.

Notary Public in and for the State of Texas

TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF THRALL, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2025, by _____ as _____ for the **CITY OF THRALL, TEXAS**, on behalf of said municipality.

Notary Public in and for the State of Texas

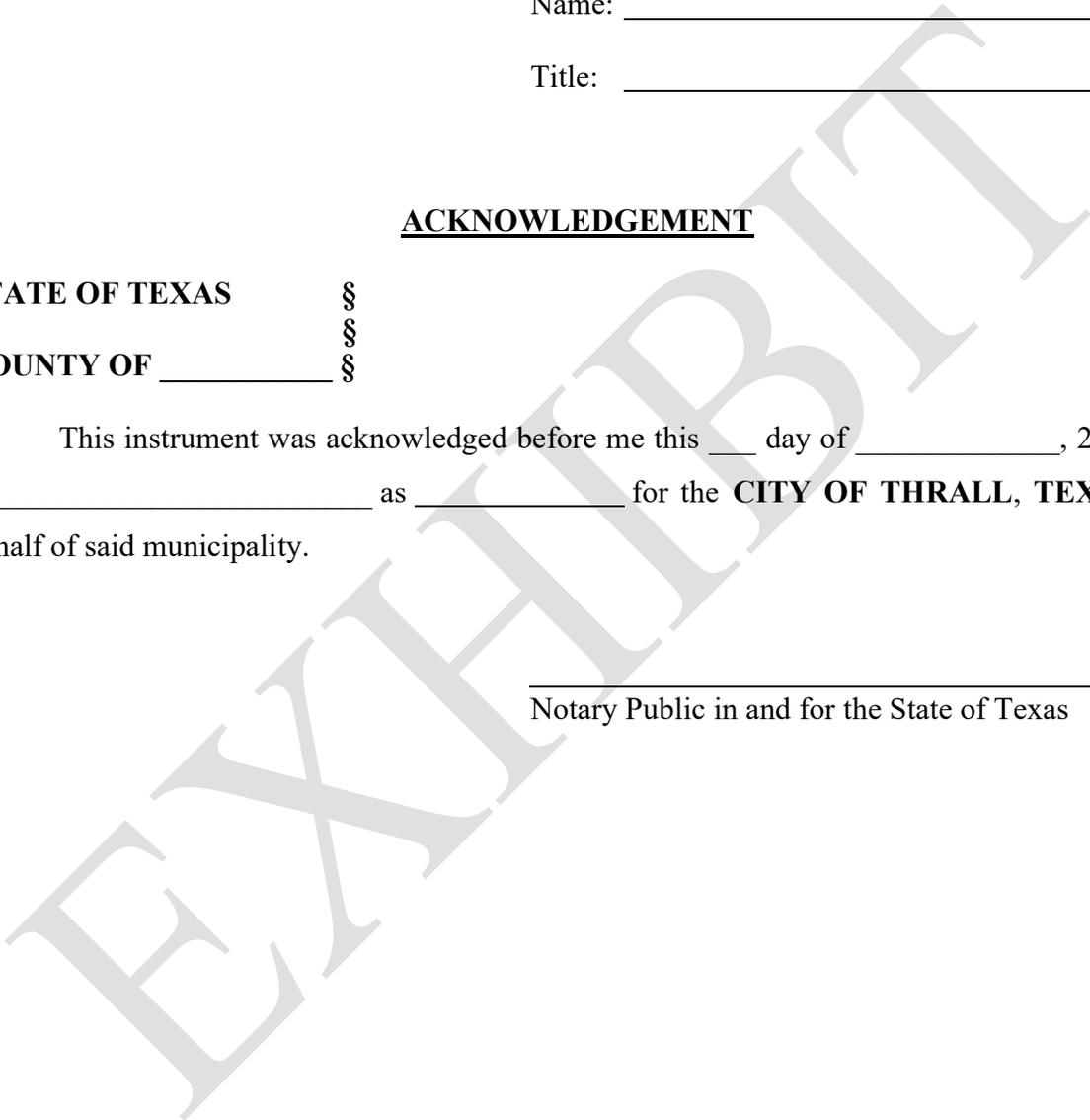


EXHIBIT "A"

0.4476 Acre Access Easement
Reason Green Survey, Abstract No. 268
Williamson County, Texas

DESCRIPTION FOR 0.4476 ACRE ACCESS EASEMENT

BEING a 0.4476 of one acre (19,499 square foot) easement, out of the Reason Green Survey, Abstract No. 268, Williamson County, Texas, being a portion of the remainder of that tract described as 1,626 acres (Tract 1) conveyed to The Stiles Farm Foundation by Executor's Deed dated August 15, 1963, as recorded in Volume 1734, Page 409, Deed Records, Williamson County, Texas; said 0.4476 of one acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point at the northwest corner of this easement, being in the west line of the remainder of said 1,626 acre The Stiles Farm Foundation tract, and the east line of Lot 1, Block 1, Black and Baker Addition, a subdivision of record in Cabinet A, Slide 101, Plat Records, Williamson County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,194,135.91, E=3,252,769.14, from which a 1/2-inch iron rod with "Triad" cap found at the southwest corner of that tract described as Lots 8, 9 and the East 14 feet of Lot 10, Block 1, in said Black and Baker Addition, conveyed to Lori S. Ojeda and Joel H. Ojeda by General Warranty Deed, as recorded in Document No. 2023086581, Official Public Records, Williamson County, Texas, being in the existing north right-of-way line of North Barker Street (varying width right-of-way), bears South 21°53'49" East 11.99 feet, and South 66°44'41" West 238.23 feet;

- 1) THENCE, along the north line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **North 68°06'11" East 60.00 feet** to a calculated point at the northeast corner of this easement;
- 2) THENCE, along the east line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **South 21°53'49" East 324.98 feet** to a calculated point at the southeast corner of this easement;
- 3) THENCE, along the south line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **South 68°06'11" West 60.00 feet** to a calculated point at the southwest corner of this easement;

0.4476 Acre Access Easement

- 4) THENCE, along the west line of this easement, crossing and along the west line of the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the easterly terminus of South Barker Street (varying width right-of-way), **North 21°53'49" West 34.63 feet** to a 1/2-inch iron rod with "Bryan Tech Services" cap found in the existing north right-of-way line of South Barker Street, being the southeast corner of that tract described as 0.311 of one acre conveyed to Rosa M. Prather and Tracy Chavana by Warranty Deed, as recorded in Document No. 2018015752, Official Public Records, Williamson County, Texas;
- 5) THENCE, continuing along the west line of this easement and the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the east line of said 0.311 of one acre Prather et al. tract, **North 21°53'49" West 145.04 feet** a 1/2-inch iron rod with "Bryan Tech Services" cap found at the northeast corner of said 0.311 of one acre Prather et al. tract, being the southeast corner of Black and Baker Addition subdivision;
- 6) THENCE, continuing along the west line of this easement and the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the east line of Black and Baker Addition subdivision, and along the easterly terminus of North Braker Street, **North 21°53'49" West 145.31 feet** to the POINT OF BEGINNING and containing 0.4476 of one acre (19,499 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
 3301 Hancock Dr., Ste. 6
 Austin, TX 78731 (512) 451-8591
 TBPELS Survey Firm# 10095500




07/11/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

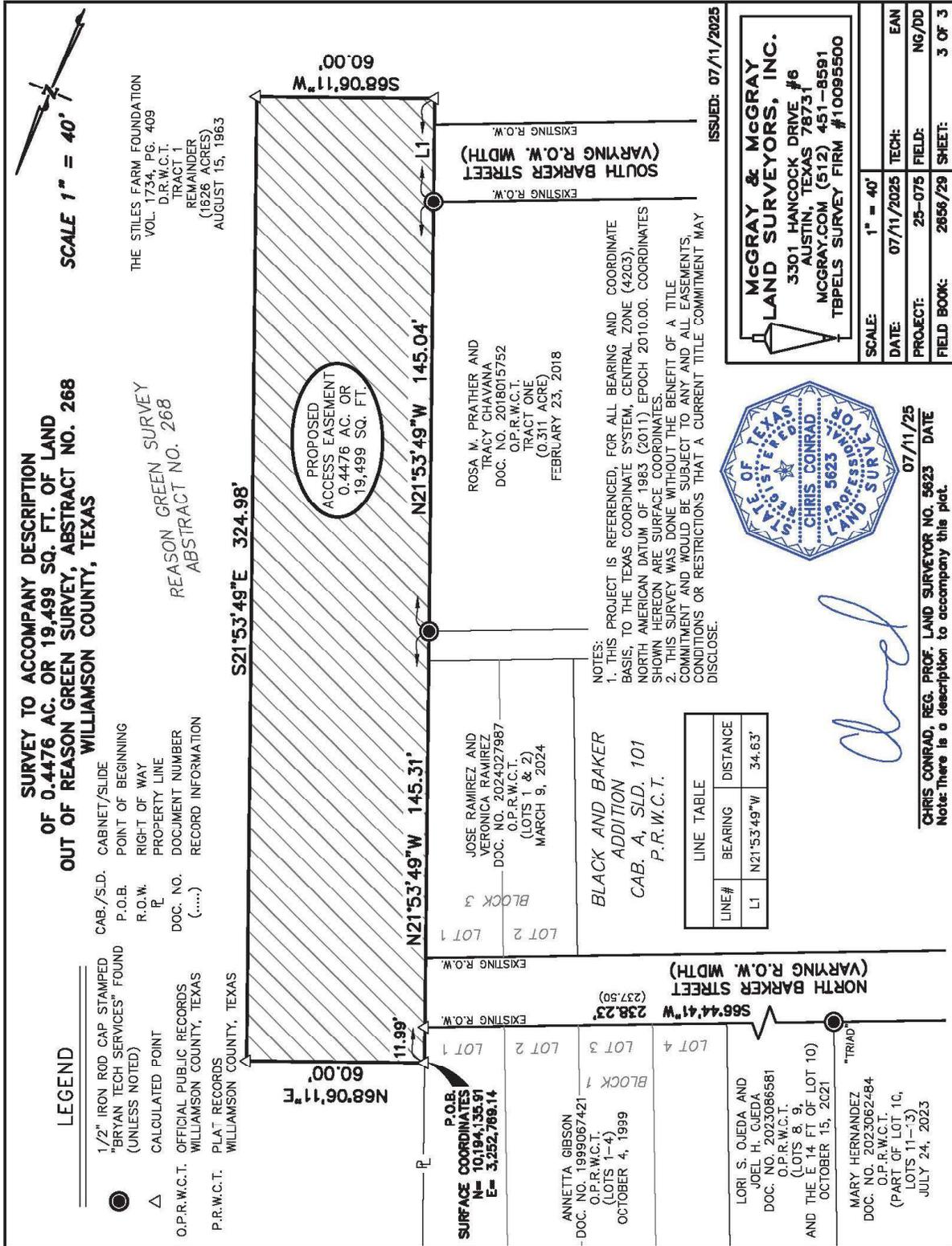
Note: There is a plat to accompany this description.

M:\WILCO~25-075~North Barker St\Description\0.4476 Ac Access Esmt

Issued 07/11/2025

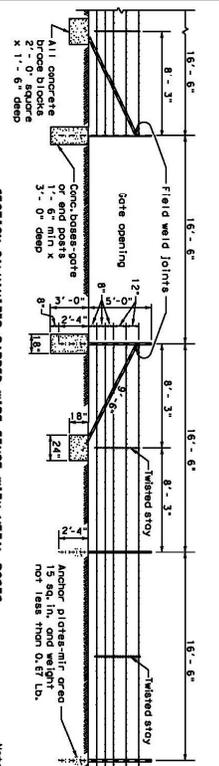
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EXHIBIT "B"

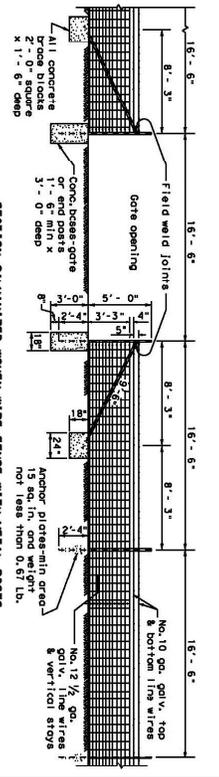


DISCLAIMER
 The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

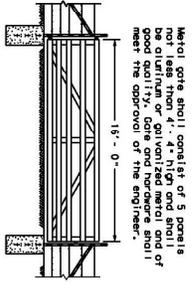
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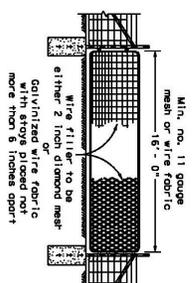
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
 BRACING DETAIL USED AT ENDS AND GATES
 TYPE "C-C" FENCE
 (See General Note 8)



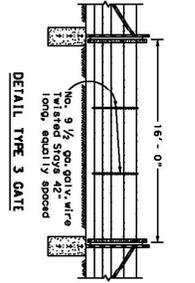
SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
 BRACING DETAIL USED AT ENDS AND GATES
 TYPE "D-D" FENCE
 (See General Note 8)



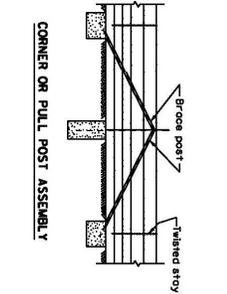
DETAIL TYPE 1 GATE



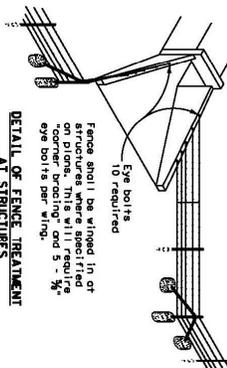
DETAIL TYPE 2 GATE



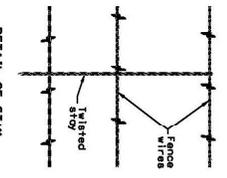
DETAIL TYPE 3 GATE



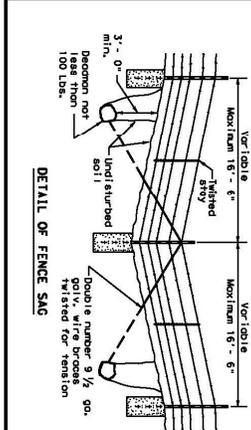
CORNER OR PULL POST ASSEMBLY



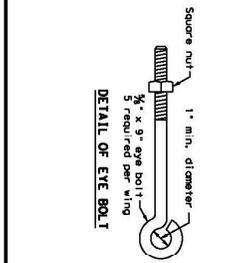
DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STEEL BARBED WIRE FENCE



DETAIL OF FENCE SAC



DETAIL OF EYE BOLT

GENERAL NOTES

- Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
- Letbraces for Type 1 and Type 2 gates shall be good commercial quality and design (top of the spring, fork or chain type). All letbraces shall be suitable to the gate and shall be approved by the Engineer.
- Wings for Type 2 gates shall be of commercial design and shall be approved by the Engineer.
- Concrete shall be of the design and control mix as approved by the Engineer and shall be placed in 4 sacks of cement per cubic yard. Concrete footings are to be ground to the top to shed water.
- Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
- Steel pipe end posts, corner and pull posts shall be a minimum 1 1/2 inch diameter, 0.1600 wall thickness (1.40" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Foremen for securing braced or 11 gauge galvanized steel wire, tubular posts shall be fitted with water and/or mobile iron caps.
- If steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. Posts shall be not less than 5'-6" in length and shall weigh not less than (1.33 lbs./lin. ft.). These items shall be if occurrence with Item 552, "Wire Fence."
- Barbed wire shall be in accordance with ASTM A 121, Class 1 approved by the Engineer.
- Woven wire fence (Type D) shall be in accordance with ASTM A 116 to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere in these plans.

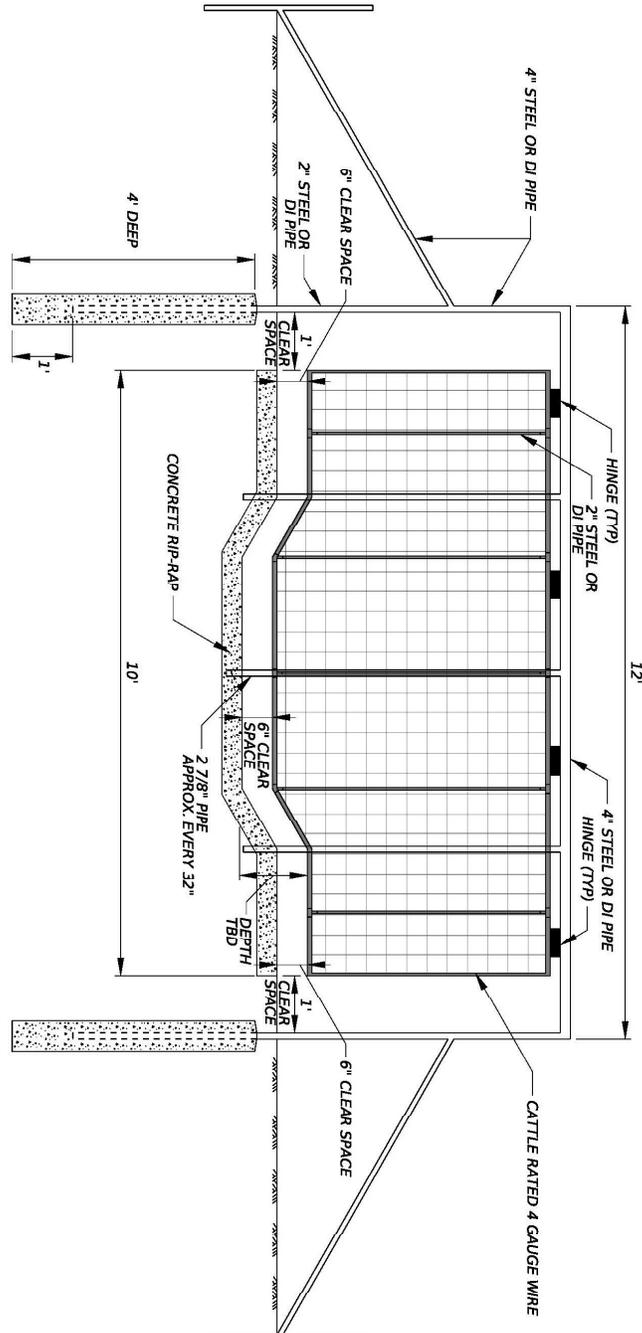
Texas Department of Transportation
 Design Division

BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)
WF (2) - 10

FILE: WF(2)-10	NO. 1001	SCALE	DATE
DATE: 10/10/1998	DESIGNER: J. L. HARRIS	CHECKED: J. L. HARRIS	DATE: 10/10/1998
NO. 1001	SCALE	DATE	DATE

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NOTES:
 ENGINEER TO APPROVE
 ALL PIPE CONNECTIONS

JWT
 WILSON
 NORTH BARKER STREET
 WATER GAP DETAIL

DATE	BY	SHEET 1 OF 1
11/14/2024	THYRALL	1
11/14/2024	WILKINSON	1

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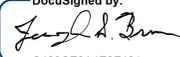
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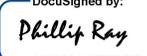
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