

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrrlaw.com

December 1, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail dgattis@gattislaw.com

c/o JC Family Trust a/k/a JG Family Trust

Re: Southeast Loop Roadway Project
Cause No. 23-0022-CC5; *Williamson County, Texas v. JC Family Trust a/k/a JG Family Trust*; filed in the County Court at Law No. 5 of Williamson County, Texas

Dear Mr. Gattis:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the “Agreement”) between Williamson County, Texas (“County”) and JC Family Trust a/k/a JG Family Trust (“Owner”), in connection with the project identified herein and the 0.378 acres of land being acquired in fee simple as a part of the Southeast Loop roadway improvements (the “Project”). The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.
2. This agreement is contingent on final approval by Condemnor. Condemnor has forty-five (45) days from the Owner’s execution of this Agreement to approve this Agreement. If approval is not provided, all terms of this Agreement are null and void.
3. The parties agree to pause the deadlines contained in the Agreed Docket Control Order filed in this cause on January 23, 2025, and the trial setting contained in the Agreed Motion for Continuance filed in this cause on October 14, 2025.
4. Condemnor agrees to pay the total compensation of ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars (\$128,020.00) in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including but not limited to, compensation for Condemnor’s fee simple acquisition (Parcel 56), described in Exhibit “A” (“Property”), damages to the remainder, if any, and any costs to cure.


5. As additional compensation, the parties agree to execute a Surface Lease Agreement, in the form attached hereto as Exhibit “B” and incorporated herein.
6. Subject to the approval of this Agreement and execution of the Surface Lease Agreement, the parties agree to file an Agreed Final Judgment in the amount of ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars (\$128,020.00) and in the form set forth in Exhibit “C” attached hereto, to be executed and submitted for entry by the parties within forty-five (45) days following filing of this Agreement with the Court.
 - a. The amount of TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY and No/100 Dollars (\$26,370.00) was previously deposited with the court on or about April 25, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about April 6, 2023.
 - b. The remaining amount owed by the County is the amount of ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$101,650.00). The County will issue payment of the remaining \$101,650 to Plaintiffs’ Counsel by check within sixty (60) days of final entry and execution of the Agreed Final Judgment. The check should be made out to “Gattis Law Firm, PC, c/o JC Family Trust a/k/a JG Family Trust”. It should be mailed to Defendant’s counsel’s office located at 213-B West 8th Street, Georgetown, Texas 78626.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

**AGREED AND ACCEPTED:
JC Family Trust a/k/a JG Family Trust**

By: 

Dan Gattis

Dec 2, 2025
Date: _____

**AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS**

By: _____

Its: _____

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 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 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

- 2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,
- 3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,
- 4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
CALLED 5.097 AC.
DOC. NO. 2017062412
O. P. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 218+57.84
N = 10,158,480.19
E = 3,175,830.14
Δ = 45° 49' 27.07" (LT)
D = 02° 31' 06.58"
L = 1,819.51'
T = 961.56'
R = 2,275.00'
PC Sta 209+48.08
PT Sta 227+67.59

P. O. B.
N=10,158,711.30
E=3,176,286.22
223+32.20
147.00' RT
**UNABLE TO SET
AT TIME OF SURVEY

CONEEN CANTLEY
CALLED 6.298 AC.
DOC. NO. 2021038593
O. P. R. W. C. TX.

222+27.86
147.00' RT

N07° 46' 10"E
2,080.13'
(N09° 56' 56"E
2,380.65')

P. O. C.
5/8"
216+30.32
2,046.73' RT

C. R. 139
(VARIABLE WIDTH
R. O. W.)
NO RECORD
INFORMATION
FOUND

EXHIBIT "A"

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

225+00

SWINDOLL INVESTMENTS LP
REMAINDER OF A CALLED 10.0 AC.
DOC. NO. 2017041967
O. P. R. W. C. TX.

56
(0.378 AC.)

JC FAMILY TRUST
REMAINDER OF A
CALLED 22.457 AC.
RECORDED OCTOBER 30, 1996
DOC. NO. 1996058337
O. R. W. C. TX.

MATHIAS WILBARGER SURVEY
SECTION NO. 15
ABSTRACT NO. 663

SWINDOLL INVESTMENTS LP
TRACT TWELVE
CALLED 10 ACRES
DOC. NO. 2008093458
O. P. R. W. C. TX.

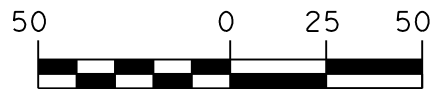
225+26.84
147.00' RT

LINE TABLE

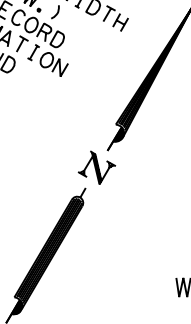
LINE NO.	BEARING	DISTANCE
L1	S58° 42' 55"E	34.65'
L2	S57° 59' 10"E	63.37'
L3	S60° 06' 39"E	46.14'
L4	S58° 22' 32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 37' 40" LT	2,422.00'	111.09'	111.08'	N59° 31' 44"E
C2	04° 54' 08" RT	2,422.00'	207.22'	207.16'	S60° 02' 41"W



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



CENTERLINE OF
BRUSHY CREEK

WILLIAM GATLIN SURVEY
SECTION NO. 23
ABSTRACT NO. 271

APPROXIMATE LOCATION OF SURVEY LINE

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

PAGE 3 OF 5
REF. FIELD NOTE NO. 49150

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 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
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 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. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRIC COMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:

(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.

(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED. (LOAN POLICY ONLY)

12. 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.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.


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

15. 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.)

16. 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.

17. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC.	RIGHT
			4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300		RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JC FAMILY TRUST TAX ID: R327168 PARCEL 56 0.378 AC. (16,481 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
- N--- DISTANCE NOT TO SCALE
- A--- DEED LINE (COMMON OWNERSHIP)

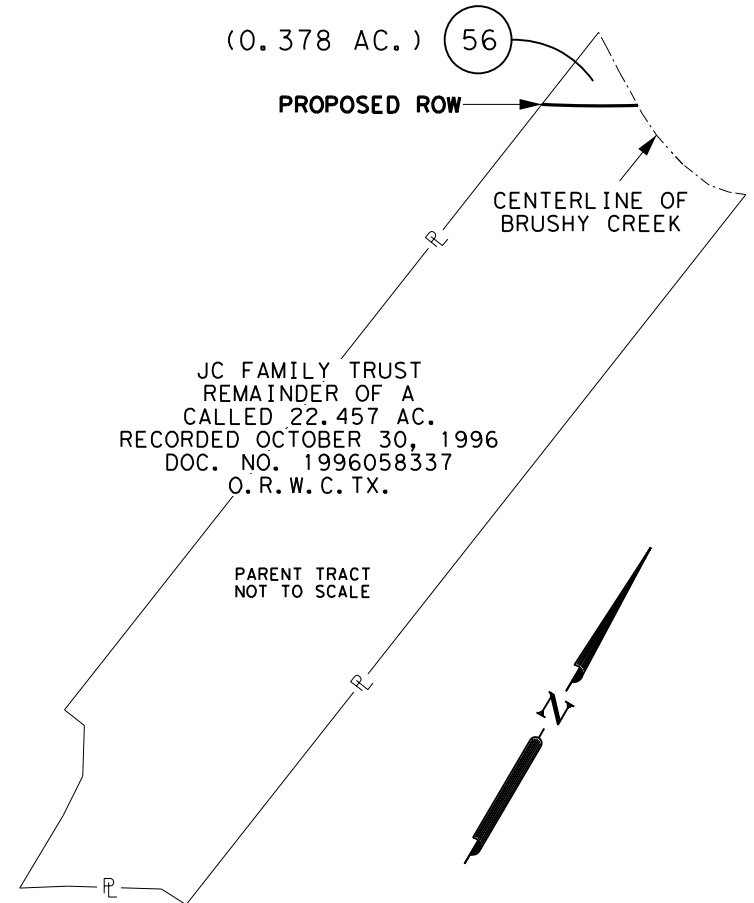
NOTES:

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, GF NO. T-159161, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 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.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

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



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\p-56_1.dgn

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 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
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

Scott C. Brashear

8/26/2022

DATE

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

SURFACE LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS SURFACE LEASE (the "Lease") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Lessor", and **JC FAMILY TRUST A/K/A JG FAMILY TRUST** hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of multiple tracts of land containing approximately **0.378 acres**, more or less, situated in Williamson County, Texas, as shown in red on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The term of this Lease shall be FIVE (5) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating FIVE (5) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

Lessee shall be entitled to renew this Lease for additional FIVE (5) year terms at the expiration of each FIVE (5) year term, subject to all of the same provisions stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it mowed and free of garbage or debris.

- B. Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the leased Premises, if any. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of accessing the Premises' Brushy Creek frontage and for agricultural, , or recreational purposes, together with non-commercial recreational activities usually and customarily associated with rural residential property in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than the purposes listed or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement . Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the South East Loop/East Wilco Highway Project improvements and appurtenances (the "Road Project). Lessor understands that Lessee may need to relocate certain fencing off of the Premises to provide adequate fencing for the Premises. Lessee further agrees to not hunt the Premises or allow anyone else to do so. Lessee may not place any animal on the Premises. Lessee shall comply with all Williamson County flood plain rules when exercising its rights under this lease.

ARTICLE 6: UTILITIES

Lessee shall not cause any utility facilities or services to encumber or be located upon the Premises, unless otherwise approved by Lessor in advance and in its sole discretion.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein and which does not damage or impair any of Lessor's current or future Road Project improvements and appurtenances or access to same; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. To maintain the premises and keep it mowed and free of trash and debris.

C. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

D. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

E. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

F. At any time without advance notice Lessor may enter the Premises to, inspect construct, reconstruct, widen, maintain, replace, remove and make such repairs to the East Wilco Highway roadway improvements and appurtenances as Lessor may desire at any time and for any duration, and nothing in this lease is intended to limit or otherwise restrict any valid public use of Lessor for the Premises.

G. Lessee agrees that it is solely responsible to cause the Premises and its Leased use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Department of Agriculture. The allocation of responsibility to

Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

H. In the event this Lease is terminated early by Lessor, whether such termination is for cause or otherwise, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

I. Lessee agrees to maintain the Agricultural Exemption for special valuation with the Williamson County Appraisal District on the remainder property adjacent to the Premises. If this exemption is removed, this lease shall automatically terminate.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire, casualty, and a \$1,000,000 liability insurance policy on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C.** terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessee may terminate this Lease, without cause or liability, but only upon giving thirty (30) calendar days written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease if there is an event of default as defined herein. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons.

ARTICLE 14: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 15: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE’S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 16: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. Assignment by Lessee. Lessee may assign any interest granted herein with the prior written authorization and approval of Lessor, which shall not be unreasonably withheld. .

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

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

LESSEE: At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a “day” shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor: WILLIAMSON COUNTY

By: _____
Steven Snell, County Judge

Address: _____
_____, _____

Lessee:

By: _____
Printed Name: _____

Address: _____
_____, _____

Lessee:

By: _____
Printed Name: _____

Address: _____
_____, _____

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 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 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

- 2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,
- 3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,
- 4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
CALLED 5.097 AC.
DOC. NO. 2017062412
O. P. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 218+57.84
N = 10,158,480.19
E = 3,175,830.14
Δ = 45° 49' 27.07" (LT)
D = 02° 31' 06.58"
L = 1,819.51'
T = 961.56'
R = 2,275.00'
PC Sta 209+48.08
PT Sta 227+67.59

P. O. B.
N=10,158,711.30
E=3,176,286.22
223+32.20
147.00' RT
**UNABLE TO SET
AT TIME OF SURVEY

CONEEN CANTLEY
CALLED 6.298 AC.
DOC. NO. 2021038593
O. P. R. W. C. TX.

222+27.86
147.00' RT

N07° 46' 10"E
2,080.13'
(N09° 56' 56"E
2,380.65')

P. O. C.
5/8"
216+30.32
2,046.73' RT

C. R. 139
(VARIABLE WIDTH
R. O. W.)
NO RECORD
INFORMATION
FOUND

EXHIBIT "A"

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

225+00

SWINDOLL INVESTMENTS LP
REMAINDER OF A CALLED 10.0 AC.
DOC. NO. 2017041967
O. P. R. W. C. TX.

56
(0.378 AC.)

JC FAMILY TRUST
REMAINDER OF A
CALLED 22.457 AC.
RECORDED OCTOBER 30, 1996
DOC. NO. 1996058337
O. R. W. C. TX.

MATHIAS WILBARGER SURVEY
SECTION NO. 15
ABSTRACT NO. 663

SWINDOLL INVESTMENTS LP
TRACT TWELVE
CALLED 10 ACRES
DOC. NO. 2008093458
O. P. R. W. C. TX.

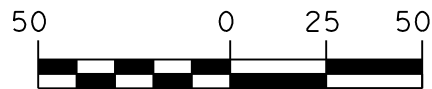
225+26.84
147.00' RT

LINE TABLE

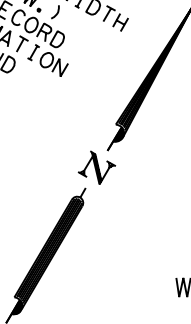
LINE NO.	BEARING	DISTANCE
L1	S58° 42' 55"E	34.65'
L2	S57° 59' 10"E	63.37'
L3	S60° 06' 39"E	46.14'
L4	S58° 22' 32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 37' 40" LT	2,422.00'	111.09'	111.08'	N59° 31' 44"E
C2	04° 54' 08" RT	2,422.00'	207.22'	207.16'	S60° 02' 41"W



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



CENTERLINE OF
BRUSHY CREEK

WILLIAM GATLIN SURVEY
SECTION NO. 23
ABSTRACT NO. 271

APPROXIMATE LOCATION OF SURVEY LINE

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

PAGE 3 OF 5
REF. FIELD NOTE NO. 49150

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 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
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 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. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRIC COMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:

(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.

(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED. (LOAN POLICY ONLY)

12. 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.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.


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

15. 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.)

16. 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.

17. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC.	RIGHT
				RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JC FAMILY TRUST TAX ID: R327168 PARCEL 56 0.378 AC. (16,481 SQ. FT.)		
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300						

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
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- 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
- Nj--- DISTANCE NOT TO SCALE
- A--- DEED LINE (COMMON OWNERSHIP)

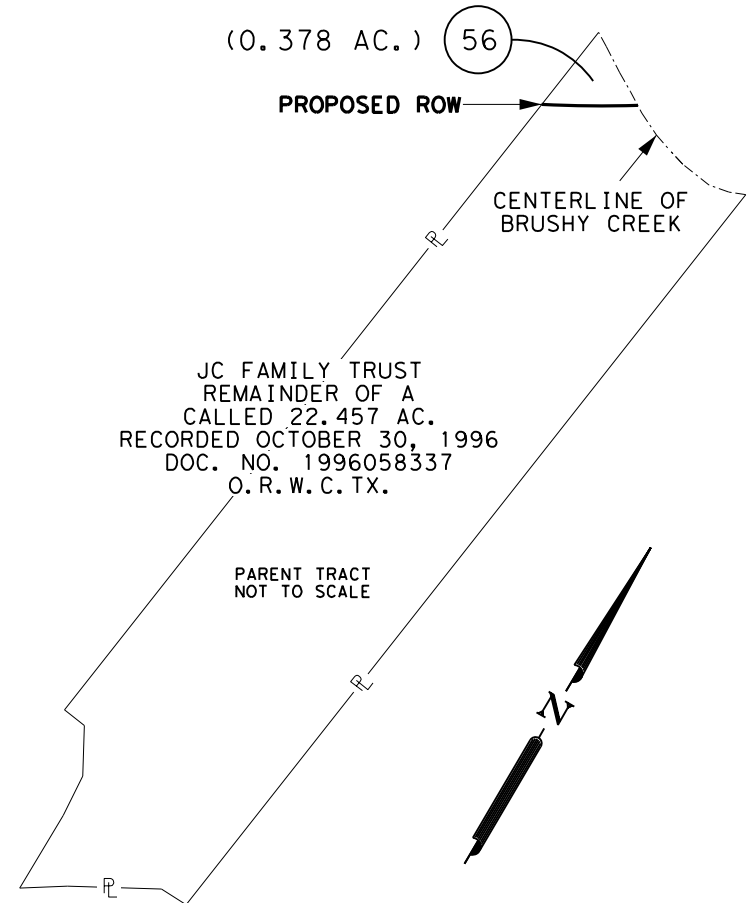
NOTES:

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, GF NO. T-159161, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 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.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

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



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\p-56_1.dgn

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

Scott C. Brashear

8/26/2022

DATE

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

CAUSE NO. 23-0022-CC5

WILLIAMSON COUNTY, TEXAS	§ IN THE COUNTY COURT
Condemnor	§
	§
V.	§ AT LAW NO. 5
	§
JC FAMILY TRUST A/K/A JG FAMILY TRUST	§
Condemnee	§ WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.378 acres (Parcel 56) of land in Williamson County, Texas and being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “R.O.W.”), and additional rights or encumbrances as further described in Plaintiff’s Original Petition filed among the papers of this cause on or about January 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Southeast Loop roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars (\$128,020.00)** of which total amount the parties agree:

1. The amount of **TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY and No/100 Dollars (\$26,370.00)** was previously deposited with the court on or about April 25, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about April 6, 2023; and
2. The amount of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$101,650.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnee the remaining balance of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$101,650.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to “Gattis Law Firm, PC, c/o JC Family Trust a/k/a JG Family Trust” and, if applicable, deliver such payment to any attorney or employee of Gattis Law Firm, PC, 213-B West 8th Street, Georgetown, Texas, 78626. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Adam H. Hill _____

Adam H. Hill

State Bar No. 24115847

adam@scrrlaw.com

Erik Cardinell

erik@scrrlaw.com

State Bar No. 00796304

Don Childs

State Bar No. 00795056

don@scrrlaw.com

512.255.8877

Sheets & Crossfield, P.L.L.C.

309 East Main Street

Round Rock, Texas 78664

Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By: _____

Dan M. Gattis

Texas State Bar No. 00790754

dgattis@gattislaw.com

GATTIS LAW FIRM, P.C.

213-B West 8th Street

Georgetown, Texas 78626

Telephone: (512) 868-5400

Facsimile: (512) 868-5403

ATTORNEY FOR CONDEMNEE

JC FAMILY TRUST A/K/A JG FAMILY TRUST

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 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 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

- 2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,
- 3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,
- 4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

JEFF BASSETT GEORGE
AND GERALDINE IVEY GEORGE
HUSBAND AND WIFE
CALLED 5.097 AC.
DOC. NO. 2017062412
O. P. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 218+57.84
N = 10,158,480.19
E = 3,175,830.14
Δ = 45° 49' 27.07" (LT)
D = 02° 31' 06.58"
L = 1,819.51'
T = 961.56'
R = 2,275.00'
PC Sta 209+48.08
PT Sta 227+67.59

P. O. B.
N=10,158,711.30
E=3,176,286.22
223+32.20
147.00' RT
**UNABLE TO SET
AT TIME OF SURVEY

CONEEN CANTLEY
CALLED 6.298 AC.
DOC. NO. 2021038593
O. P. R. W. C. TX.

222+27.86
147.00' RT

N07° 46' 10"E
2,080.13'
(N09° 56' 56"E
2,380.65')

P. O. C.
5/8"
216+30.32
2,046.73' RT

C. R. 139
(VARIABLE WIDTH
R. O. W.)
NO RECORD
INFORMATION
FOUND

EXHIBIT "A"

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

225+00

N07° 46' 10"E 197.93'
(N10° 00'E 2,333.32')

56
(0.378 AC.)

JC FAMILY TRUST
REMAINDER OF A
CALLED 22.457 AC.
RECORDED OCTOBER 30, 1996
DOC. NO. 1996058337
O. R. W. C. TX.

SWINDOLL INVESTMENTS LP
REMAINDER OF A CALLED 10.0 AC.
DOC. NO. 2017041967
O. P. R. W. C. TX.

MATHIAS WILBARGER SURVEY
SECTION NO. 15
ABSTRACT NO. 663

SWINDOLL INVESTMENTS LP
TRACT TWELVE
CALLED 10 ACRES
DOC. NO. 2008093458
O. P. R. W. C. TX.

WILLIAM GATLIN SURVEY
SECTION NO. 23
ABSTRACT NO. 271

APPROXIMATE LOCATION OF SURVEY LINE

CENTERLINE OF
BRUSHY CREEK

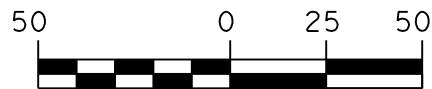
225+26.84
147.00' RT

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58° 42' 55"E	34.65'
L2	S57° 59' 10"E	63.37'
L3	S60° 06' 39"E	46.14'
L4	S58° 22' 32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 37' 40" LT	2,422.00'	111.09'	111.08'	N59° 31' 44"E
C2	04° 54' 08" RT	2,422.00'	207.22'	207.16'	S60° 02' 41"W



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

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

PAGE 3 OF 5
REF. FIELD NOTE NO. 49150

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 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. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRIC COMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:

(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.

(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED. (LOAN POLICY ONLY)

12. 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.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.


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

15. 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.)

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LEGEND

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- N--- DISTANCE NOT TO SCALE
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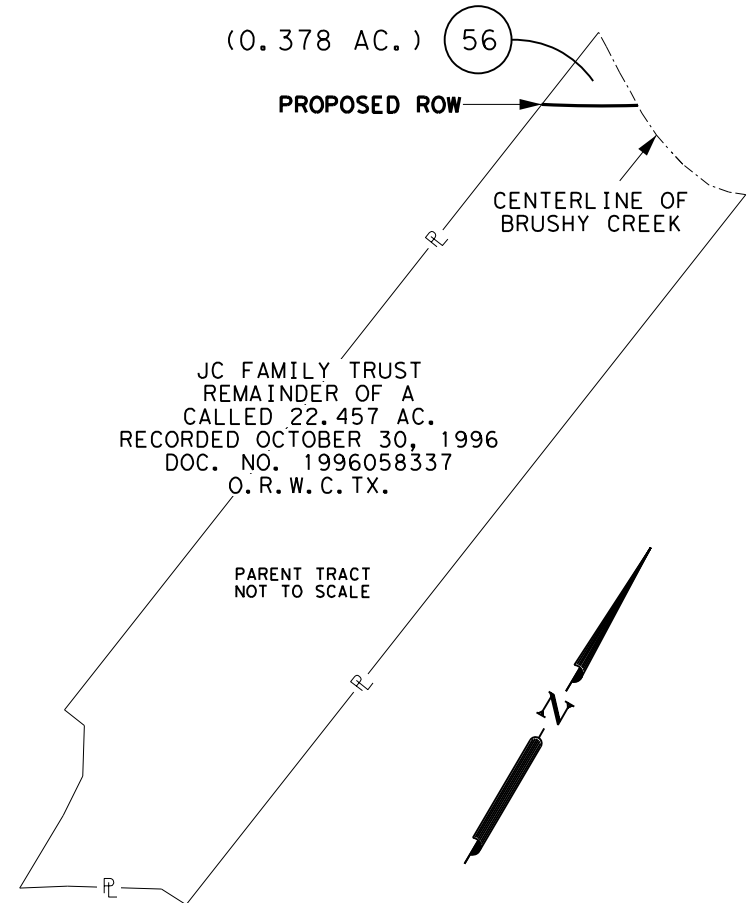
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**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

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



FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\p-56_1.dgn

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 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
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

Scott C. Brashear

8/26/2022

DATE

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