

# FARM AND GRAZING LEASE

## Corridor D Right of Way

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and EYEMAGINE, LLC, 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 one tract of land containing approximately **11.759 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of \_\_\_\_\_, 2025 (the "Commencement Date") and terminating on the \_\_\_\_\_, 2029 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

**First Lease Period:** \_\_\_\_\_, 2025 to \_\_\_\_\_, 2026 (12 months)

**Second Lease Period:** \_\_\_\_\_, 2026 to \_\_\_\_\_, 2027 (12 months)

**Third Lease Period:** \_\_\_\_\_, 2027 to \_\_\_\_\_, 2028 (12 months)

**Fourth Lease Period:** \_\_\_\_\_, 2028 to \_\_\_\_\_, 2029 (12 months)

### 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 \$200 for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will increase by \$25 for each additional annual Lease Period.

- C. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in full at the beginning of each lease period.
- D. **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 Premises and any ad valorem taxes assessed against the Premises. 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. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

### 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 planting, raising and harvesting crops and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle 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 without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

## 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; 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.** In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.
- C.** Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.
- D.** 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.
- E.** 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.
- F.** 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.

**G.** To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

**H.** Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended 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 Agriculture Commissioner. 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.

**I.** In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, 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.

#### **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, HOWEVER, ONCE LESSOR STARTS CONSTRUCTION ON THE ROADWAY, THIS INDEMNIFICATION PROVISION WILL TERMINATE AND LESSEE SHALL NOT INDEMNIFY LESSOR.**

**B. Insurance:** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### **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 ten (10) 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 (10<sup>th</sup>) 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**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. 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, using force if necessary.

#### **ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property, other than cattle or grazing livestock, of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### **ARTICLE 15: RIGHT TO SELL OR TRANSFER**

It is understood and agreed that Lessor shall have the right to sell, assign or otherwise transfer its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

#### **ARTICLE 16: 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 17: 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 18: 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. No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

**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 Auditor  
710 Main Street, Suite 101 Georgetown, Texas 78626

LESSEE: EYEMAGINE, LLC  
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 \_\_\_\_\_, 2025.

[signature page follows]

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_

Printed Name: Steve Snell, County Judge  
Address: 710 Main Street, Georgetown, Texas 78626

**Lessee:**

EYEMAGINE, LLC

By: James E. Bantosh Jr

Name: JAMES E. Bantosh Jr

Its: Manager

Address: P.O. Box 8, Granger, Texas, 76530

Exhibit "A"

County: Williamson  
Project: Corridor D - Ronald Reagan Extension  
Tax ID: R012985  
Parcel: Eyemagine, LLC, ROW Parcel – 11.759 acres

#### METES AND BOUNDS DESCRIPTION

FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.867 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.759 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the southeast corner of said 121.867 Eyemagine, LLC tract, the southwest corner of the called 16.844 acre tract of land (Corridor D Right-of-way) conveyed to Williamson County, Texas, recorded in Document No. 2024083169 of the Official Public Records of Williamson County, Texas, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas and the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' original right-of-way width), for the southeast corner and **POINT OF BEGINNING** hereof, from which a leaning TxDOT Type I monument found monumenting the southeast corner of said 16.844 acre Williamson County, Texas tract and angle point on the north boundary line of said 1.906 acre State of Texas tract, same being on the west right-of-way line of County Road 301, bears S 72°32'23" E for a distance of 2390.24 feet;

THENCE, with the south boundary line of said 121.867 acre Eyemagine, LLC tract and the north boundary line of said 1.512 acre State of Texas tract, same being said north right-of-way line of FM 972, the following two (2) courses and distances:

1. **N 72°32'35" W** for a distance of **1254.46 feet** to a leaning TxDOT Type I monument found, from which a leaning TxDOT Type I monument found monumenting a point on the south boundary line of the called 5.118 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 523 of the Deed Records of Williamson County, Texas, same being on the north boundary

County: Williamson  
Project: Corridor D - Ronald Reagan Extension  
Tax ID: R012985  
Parcel: Eyemagine, LLC, ROW Parcel – 11.759 acres

line of the remnant portion of the called 101-8/10 acre tract of land (Tract No. One), conveyed to John M. Scott, recorded in Document No. 2005063199 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of said FM 972, bears S 17°25'08" W for a distance of 79.49 feet;

2. **N 72°35'14" W** for a distance of **383.91 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 121.867 acre Eyemagine, LLC tract, the northwest corner of said 1.512 acre State of Texas tract and the southeast corner of the called 107.27 acre tract of land (Tract 2) conveyed to Sally Hajda and Susan Oliver, recorded in Document No. 2024093600 of the Official Public Records of Williamson County, Texas, said 107.27 acre tract of land being more fully described as the First Tract, recorded in Volume 904, Page 630 of the Deed Records of Williamson County, Texas, same being on the northeast corner of the called 0.043 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 359 of the Deed Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 17°16'26" E** with the west boundary line of said 121.867 acre Eyemagine, LLC tract and the east boundary line of said 107.27 acre Sally Hajda and Susan Oliver tract for a distance of **315.30 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the proposed north right-of-way line of Corridor D, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 121.867 acre Eyemagine, LLC tract, bears N 17°16'26" E for a distance of 1471.29 feet and N 16°57'14" E for a distance of 1490.07 feet;

THENCE, through the interior of said 121.867 acre Eyemagine, LLC tract, same being with said proposed north right-of-way line of Corridor D, the following two (2) courses and distances:

1. With a curve to the right an arc length of **269.63 feet**, said curve having a radius of **15877.38 feet**, a delta angle of **0°58'23"** and a chord which bears **S 72°44'01" E** for a distance of **269.63 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve;
2. **S 72°14'50" E** for a distance of **1365.30 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the northwest corner of said 16.844 acre Williamson County, Texas tract, and the southwest corner of the remnant portion of the called 238.46 acre tract of land (Tract 2) conveyed to Theon Ranches, LP, recorded in Document No. 2022118171 of the Official Public


County: Williamson  
Project: Corridor D - Ronald Reagan Extension  
Tax ID: R012985  
Parcel: Eyemagine, LLC, ROW Parcel – 11.759 acres

Records of Williamson County, Texas, same being on the east boundary line of said 121.867 acre Eyemagine, LLC tract, for the northeast corner hereof, from which a 1/2" iron pipe found monumenting an angle point on said east boundary of said 121.867 acre Eyemagine, LLC tract and the west boundary line of said remnant portion of the 238.46 acre Theon Ranches, LP tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, **S 16°37'39" W** with said east boundary line of the 121.867 acre Eyemagine, LLC tract and the west boundary line of said 16.844 acre Williamson County, Texas tract for a distance of **308.88 feet** to the **POINT OF BEGINNING** hereof and containing 11.759 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 of the Official Public Records of Williamson County, Texas.

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

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



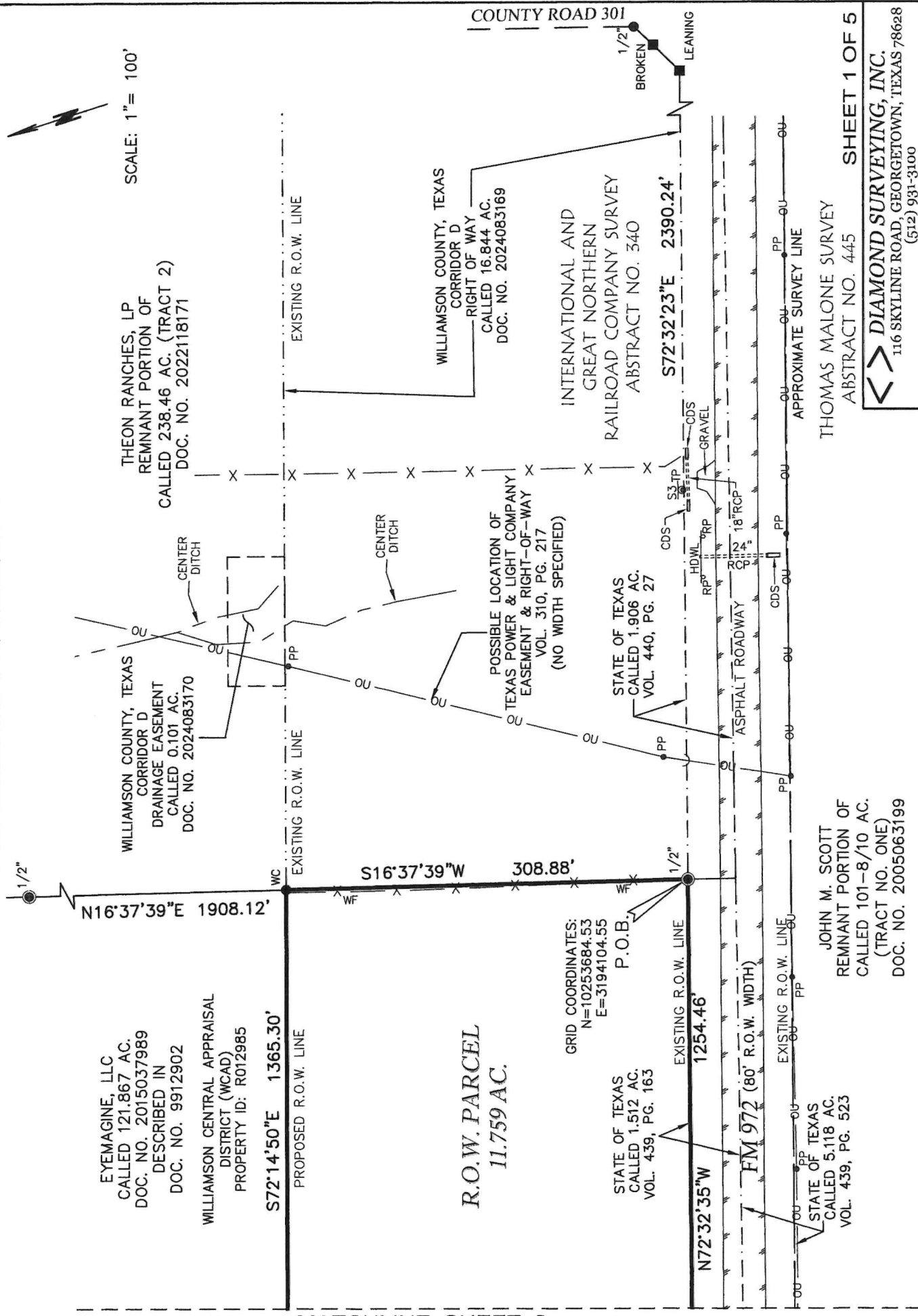
September 18, 2025

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



Z:\WCRB\\_\_2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL RONALD REAGAN EXTENSION- EYEMAGINE ROW PARCEL FINAL M&B 20250918.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
 PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76630



SCALE: 1" = 100'



THEON RANCHES, LP  
 REMNANT PORTION OF  
 CALLED 238.46 AC. (TRACT 2)  
 DOC. NO. 2022118171

WILLIAMSON COUNTY, TEXAS  
 CORRIDOR D  
 DRAINAGE EASEMENT  
 CALLED 0.101 AC.  
 DOC. NO. 2024083170

EYEMAGINE, LLC  
 CALLED 121.867 AC.  
 DOC. NO. 2015037989  
 DESCRIBED IN  
 DOC. NO. 9912902  
 WILLIAMSON CENTRAL APPRAISAL  
 DISTRICT (WCAD)  
 PROPERTY ID: R012985

WILLIAMSON COUNTY, TEXAS  
 CORRIDOR D  
 RIGHT OF WAY  
 CALLED 16.844 AC.  
 DOC. NO. 2024083169

POSSIBLE LOCATION OF  
 TEXAS POWER & LIGHT COMPANY  
 EASEMENT & RIGHT-OF-WAY  
 VOL. 310, PG. 217  
 (NO WIDTH SPECIFIED)

STATE OF TEXAS  
 CALLED 1.906 AC.  
 VOL. 440, PG. 27

STATE OF TEXAS  
 CALLED 1.512 AC.  
 VOL. 439, PG. 163

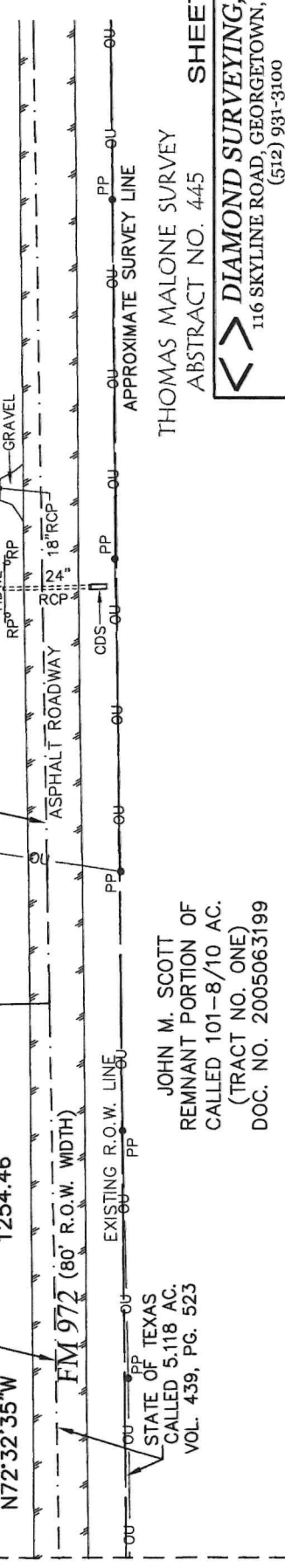
INTERNATIONAL AND  
 GREAT NORTHERN  
 RAILROAD COMPANY SURVEY  
 ABSTRACT NO. 340

STATE OF TEXAS  
 CALLED 5.118 AC.  
 VOL. 439, PG. 523

STATE OF TEXAS  
 CALLED 101-8/10 AC.  
 (TRACT NO. ONE)  
 DOC. NO. 2005063199

STATE OF TEXAS  
 CALLED 1.906 AC.  
 VOL. 440, PG. 27

STATE OF TEXAS  
 CALLED 1.512 AC.  
 VOL. 439, PG. 163



THOMAS MALONE SURVEY  
 ABSTRACT NO. 445

JOHN M. SCOTT  
 REMNANT PORTION OF  
 CALLED 101-8/10 AC.  
 (TRACT NO. ONE)  
 DOC. NO. 2005063199

STATE OF TEXAS  
 CALLED 1.512 AC.  
 VOL. 439, PG. 163

STATE OF TEXAS  
 CALLED 1.906 AC.  
 VOL. 440, PG. 27

MATCHLINE SHEET 2

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC; RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530

EYEMAGINE, LLC  
 CALLED 121.867 AC.  
 DOC. NO. 2015037989  
 DESCRIBED IN  
 DOC. NO. 9912902

WILLIAMSON CENTRAL APPRAISAL  
 DISTRICT (WCAD)  
 PROPERTY ID: R012985

SCALE: 1" = 100'

1365.30'

S72°14'50"E

PROPOSED R.O.W. LINE

R.O.W. PARCEL  
 11.759 AC.

ONCOR ELECTRIC DELIVERY  
 COMPANY LLC  
 CALLED .003 AC. (150.00 SQ. FT.)  
 EASEMENT AND RIGHT-OF-WAY  
 DOC. NO. 2024057515

STATE OF TEXAS  
 CALLED 1,512 AC.  
 VOL. 439, PG. 163

INTERNATIONAL AND  
 GREAT NORTHERN  
 RAILROAD COMPANY SURVEY  
 ABSTRACT NO. 340

TEXAS POWER AND  
 LIGHT COMPANY  
 EASEMENT  
 VOL. 276, PG. 562  
 (NO WIDTH SPECIFIED)

EXISTING R.O.W. LINE 1254.46'  
 FM 972  
 (80' R.O.W. WIDTH)

JOHN M. SCOTT  
 REMNANT PORTION OF  
 CALLED 101-8/10 AC.  
 (TRACT NO. ONE)  
 DOC. NO. 2005063199

STATE OF TEXAS  
 CALLED 5,118 AC.  
 VOL. 439, PG. 523

MORGAN N. DANIELS, et al  
 CALLED 10.28 AC.  
 DOC. NO. 2024021069

THOMAS MALONE SURVEY  
 ABSTRACT NO. 445

MATCHLINE SHEET 1

MATCHLINE SHEET 3

SHEET 2 OF 5

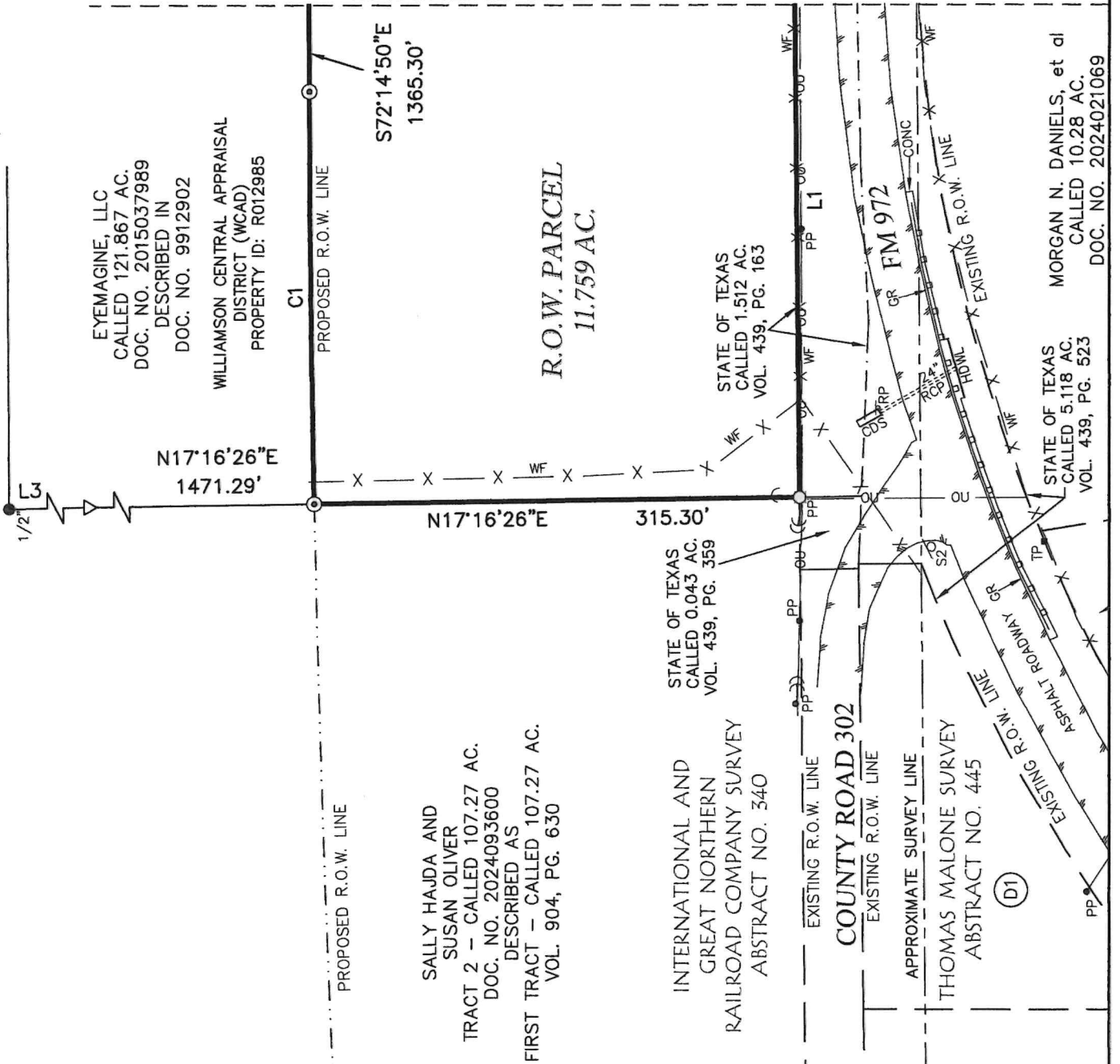
<> **DIAMOND SURVEYING, INC.**  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100  
 T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
 PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530



SCALE: 1" = 100'

MATCHLINE SHEET 2



EYEMAGINE, LLC  
 CALLED 121.867 AC.  
 DOC. NO. 2015037989  
 DESCRIBED IN  
 DOC. NO. 9912902  
 WILLIAMSON CENTRAL APPRAISAL  
 DISTRICT (WCAD)  
 PROPERTY ID: R012985

SALLY HAJDA AND  
 SUSAN OLIVER  
 TRACT 2 - CALLED 107.27 AC.  
 DOC. NO. 2024093600  
 DESCRIBED AS  
 FIRST TRACT - CALLED 107.27 AC.  
 VOL. 904, PG. 630

INTERNATIONAL AND  
 GREAT NORTHERN  
 RAILROAD COMPANY SURVEY  
 ABSTRACT NO. 340

STATE OF TEXAS  
 CALLED 0.043 AC.  
 VOL. 439, PG. 359

STATE OF TEXAS  
 CALLED 1.512 AC.  
 VOL. 439, PG. 163

STATE OF TEXAS  
 CALLED 5.118 AC.  
 VOL. 439, PG. 523

MORGAN N. DANIELS, et al  
 CALLED 10.28 AC.  
 DOC. NO. 2024021069

DEED INFORMATION

(D1)  
 JOHN M. SCOTT  
 REMNANT PORTION OF  
 CALLED 101-8/10 AC.  
 (TRACT NO. ONE)  
 DOC. NO. 2005063199

(D1)

SHEET 3 OF 5

DIAMOND SURVEYING, INC.  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530

**TITLE COMMITMENT NOTES:**

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2503907 which bears an Effective Date August 28, 2025 and an Issued Date of September 9, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated September 3, 1935, to Texas Power & Light Company, recorded in Volume 276, Page 562, Deed Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10b. Easement and Right of way dated January 9, 2024, to Encor Electric Delivery Company LLC, recorded under Document No. 2024057515, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

SIGN LEGEND  
 S1 = COUNTY ROAD 302  
 S2 = STOP  
 S3 = BURIED CABLE  
 S4 = LEFT CURVE AHEAD

LINE	BEARING	DISTANCE
L1	N72°35'14"W	383.91'
L2	S17°25'08"W	79.49'
L3	N16°57'14"E	1490.07'

**LEGEND**

- IRON ROD FOUND
- WC IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- TXDOT TYPE I MONUMENT FOUND
- IRON PIPE FOUND
- IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- PP POWER POLE
- DOWN GUY
- TP TELEPHONE PEDESTAL
- S1 SIGN
- RP REFLECTOR POST
- MB MAIL BOX
- 2MP 2" METAL POST
- ORNAMENTAL TREE
- X — X WIRE FENCE (WF)
- WOOD & METAL GUARD RAIL (GR)
- EDGE OF PAVEMENT
- OU — OU OVERHEAD UTILITY LINE
- — — — APPROXIMATE SURVEY LINE
- HDWL HEADWALL
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CDS CONCRETE DRAINAGE STRUCTURE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15877.38'	269.63'	0°58'23"	S72°44'01"E	269.63'

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005 PER DOCUMENT NO. 2023093551 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0175F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.
- 4) PROPOSED RIGHT-OF-WAY LINE SHOWN HEREON PER CAD FILE "33331\_ROW\_PROPOSED.DGN" IN GRID COORDINATES RECEIVED FROM HNTB ON JULY 31, 2024. SURVEYOR SCALED PROPOSED RIGHT-OF-WAY TO SURFACE COORDINATES USING THE COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005.

To: Williamson County, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 19, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

*Shane Shafer*

SEPTEMBER 18, 2025

DATE

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

