

**ROADWAY ACCESS EASEMENT**

THE STATE OF TEXAS                    §  
  §            KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF WILLIAMSON            §

**WILLIAMSON COUNTY, TEXAS (“Grantor”)**, the owner of that certain real property known as approximately 32.703 acres out of the John H. Dillard Survey, Abstract No, 179, Williamson County, Texas, as more fully described in that Deed Without Warranty recorded as document No. 2011066293 in the Real Property Records of Williamson County, Texas (“the Property”), in consideration of the covenants, agreements and conditions set forth herein, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto **CITY OF CEDAR PARK, TEXAS**, a municipal corporation, situated in Williamson County, Texas (“**Grantee**”) a Roadway Access Easement (the “**Easement**”) in, under, over, upon and across that portion of Grantor’s Property (the “**Easement Tract**”) described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein, which shall include the right to enter, improve, and use the Easement Tract, including, but not limited to vehicular and pedestrian access and the right to construct, operate, repair, replace, and maintain adjacent roadways and rights-of-way and related traffic signal improvements (the “**Easement Purpose**”).

TO HAVE AND TO HOLD the same perpetually unto Grantee and Grantee’s successors and assigns, together with the right and privilege to enter and use all or part of the Easement Tract, at any and all times for the Easement Purpose. Grantor hereby covenants and binds Grantor and Grantor’s successors and assigns to WARRANT and FOREVER DEFEND all and singular the Easement unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee shall not be responsible for or required to repair, replace, restore, or otherwise provide compensation for any damage to the servient estate or any improvements thereto which are in direct conflict with the construction and operation of Grantee’s proposed facilities within the Easement, arising from the exercise of rights and privileges herein by Grantee or Grantee’s agents, successors, or assigns. Grantee shall otherwise restore the surface of the Easement Tract as closely as commercially possible to the condition existing immediately prior to construction, reconstruction, repair or maintenance of any Grantee facilities thereon.

Any facilities placed upon the Easement Tract by Grantee shall be owned and maintained solely by Grantee at its own cost unless otherwise agreed between the parties in writing.

At no time during Grantee’s use of the Easement Tract shall Grantor, its agents, assigns, or the public, be denied reasonable ingress and egress to the remaining property of Grantor for its current or proposed uses unless agreed in advance, which consent shall not be unreasonably withheld, conditioned or delayed.

Grantor reserves all rights to enter, improve, and use the Easement Tract, including, but not limited to, the right to place, construct, operate, repair, replace and maintain driveways, curbs, fences, landscaping and utility and drainage lines and facilities in, over, under and across the Easement Tract and to grant public and/or private easements for such purposes, but in no event shall Grantor use the Easement Tract in any manner which materially interferes with or is inconsistent with the rights granted hereunder. Grantor further covenants not to convey any other easement or rights which materially conflict with the rights and privileges granted herein without the prior consent of Grantee, which shall not be unreasonably conditioned, delayed or withheld.

The Easement and rights and obligations set forth in this access easement are covenants running with the land, shall bind and inure to the benefit of Grantor, Grantee, their respective successors and assigns, and any owner of any interest in the Easement Tract or servient estate.

EXECUTED to be EFFECTIVE as of \_\_\_\_\_, 20\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Steve Snell, County Judge

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Steve Snell, County Judge of Williamson County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

ACCEPTED:

CITY OF CEDAR PARK, TEXAS

\_\_\_\_\_  
Eric Rauschuber, Director of Public Works and Utilities

Date: \_\_\_\_\_

After Recording, Return to:

City of Cedar Park  
Attn: Stephen Hanuscin, Assistant Director of Public Works – Field Operations  
2401 Brushy Creek Loop  
Cedar Park, Texas 78613

EXHIBIT "A"

County: Williamson  
Roadway: Brushy Creek  
Location: Brushy Creek Road at Ranch Trails

Page 1 of 4  
February 18, 2026

**PROPOSED ROADWAY ACCESS EASEMENT DESCRIPTION**

DESCRIPTION OF A 0.0964 ACRE (4,200 SQ. FT.) EASEMENT LOCATED IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WILLIAMSON COUNTY, RECORDED OCTOBER 3, 2011 IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.0964 ACRE (4,200 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 60D Nail found on the existing south right-of-way (R.O.W.) line of a Brushy Creek Road, a variable width R.O.W., no record information found, same being the north line of said 32.703 acre tract, from which a 60D nail with shiner found on said common line bears North 72°56'08" East, a distance of 152.53 feet;

**THENCE** South 81°19'12" West, with the existing south R.O.W. line of said Brushy Creek Road and the north line of said 32.703 acre tract, a distance of 349.19 feet to a calculated point (Surface Coordinates: N=10,160,583.44, E=3,107,408.90) for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

**THENCE**, departing the existing south R.O.W. line of said Brushy Creek Road and the north line of said 32.703 acre tract, over and across said 32.703 acre tract, the following three (3) courses and distances numbered 1 - 3;

- 1) **South 08°40'48" East**, a distance of **35.00 feet** to a calculated point for the southeast corner of the easement described herein;
- 2) **South 81°19'12" West**, a distance of **120.00 feet** to a calculated point for the southwest corner of the easement described herein, and
- 3) **North 08°40'48" West**, a distance of **35.00 feet** to a calculated point, being on the existing south R.O.W. line of said Brushy Creek Road and the north line of said 32.703 acre tract, for the northwest corner of the easement described herein, from which a 1/2-inch iron rod with cap stamped "WALLACE GROUP" found bears South 81°19'12" West, a distance of 352.53 feet to the northwest corner of said 32.703 acre tract and South 20°55'47" East, a distance of 56.46 feet;

**(THIS SPACE INTENTIONALLY LEFT BLANK.)**

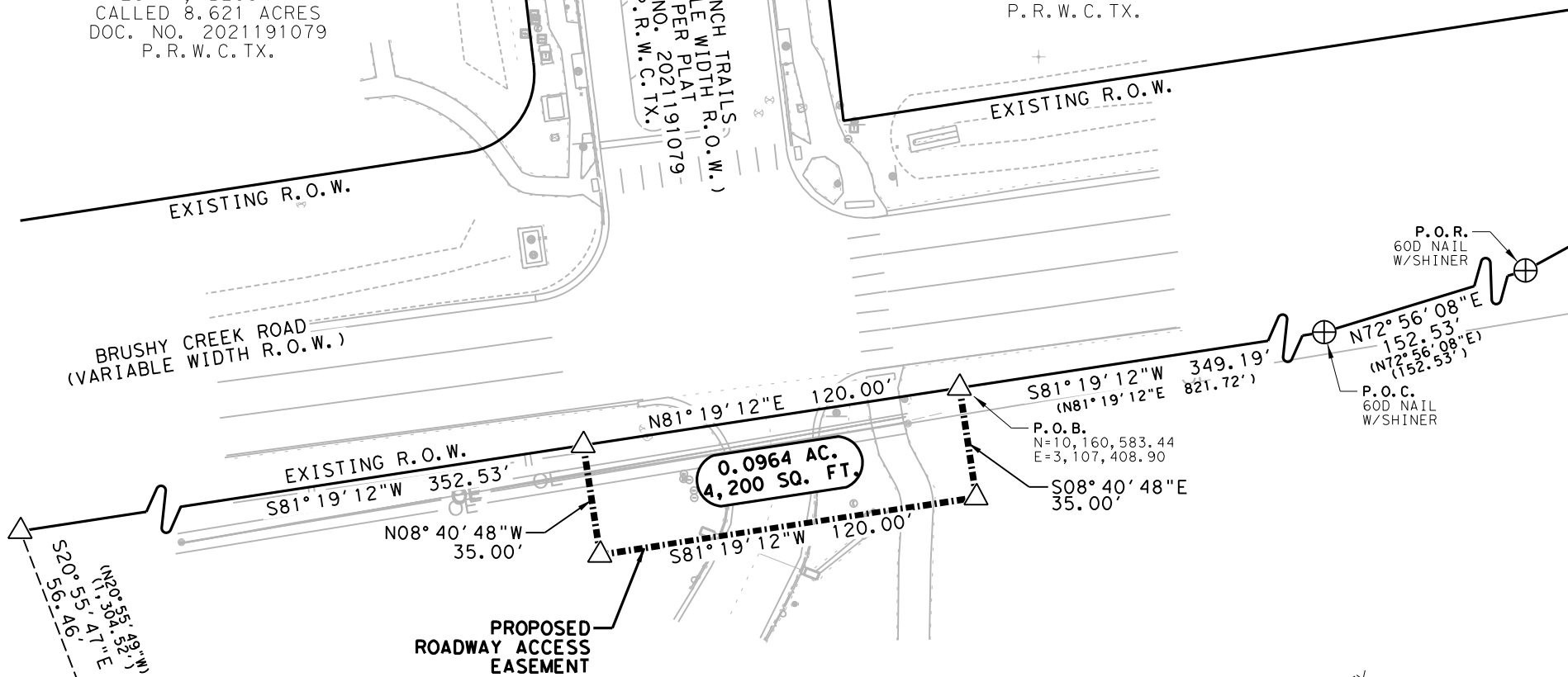




RANCH ON BRUSHY CREEK  
 LOT 1, BLOCK A  
 CALLED 8.621 ACRES  
 DOC. NO. 2021191079  
 P. R. W. C. TX.

RANCH TRAILS  
 (VARIABLE WIDTH R.O.W.)  
 PER PLAT  
 DOC. NO. 2021191079  
 P. R. W. C. TX.

AMENDED PLAT OF  
 THE PARK AT BRUSHY CREEK  
 LOT 1, BLOCK C  
 DOC. NO. 2017006463  
 P. R. W. C. TX.



P. O. R.  
 1/2" W/CAP STAMPED  
 "WALLACE GROUP"

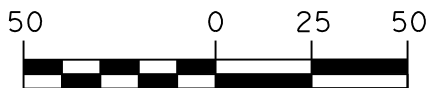
P. O. B.  
 N=10,160,583.44  
 E=3,107,408.90

P. O. R.  
 60D NAIL  
 W/SHINER

P. O. C.  
 60D NAIL  
 W/SHINER

WILLIAMSON COUNTY  
 CALLED 32.703 ACRES  
 RECORDED OCTOBER 3, 2011  
 DOC. NO. 2011066293  
 O. P. R. W. C. TX.

JOHN H. DILLARD SURVEY  
 ABSTRACT NO. 179



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

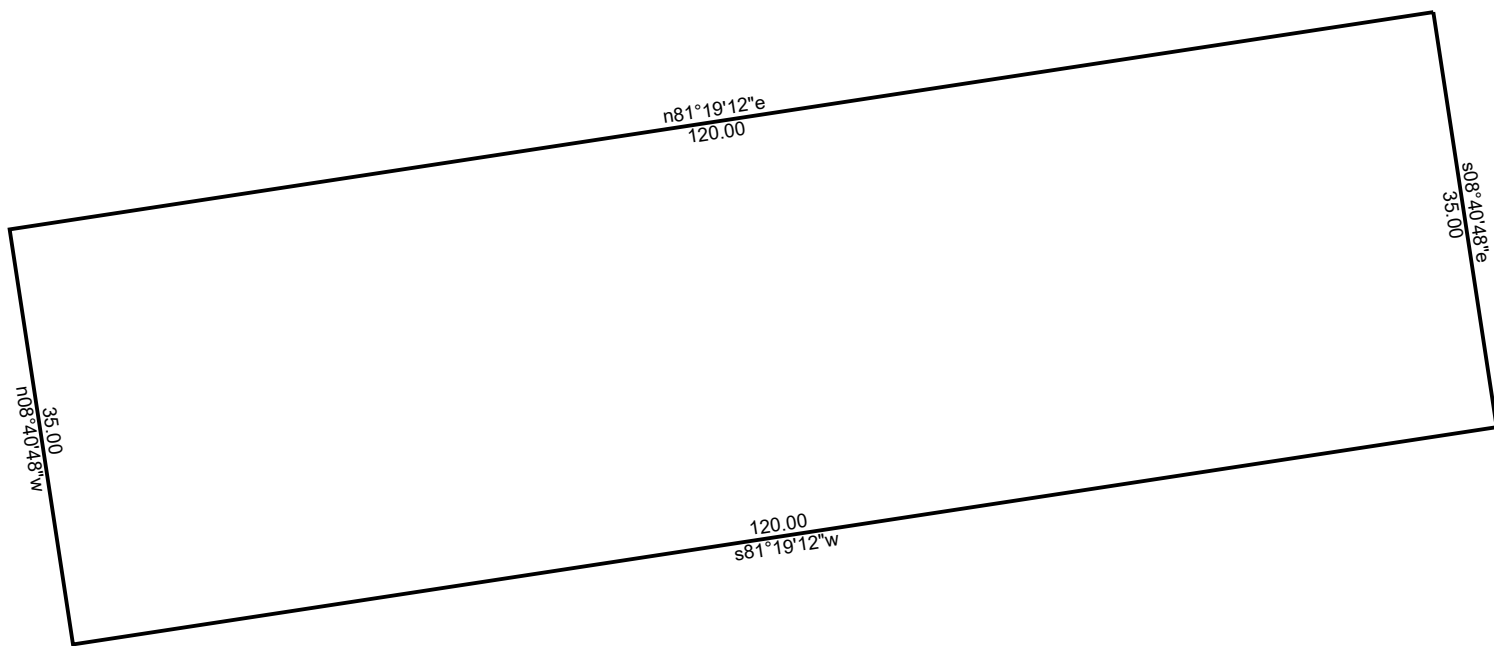
FILE: \\saminc\aus\PROJECTS\1025097321\100\Survey\03Exhibits\Brushy@Ranch\BrushyCreek@RanchTrails\_Es

EXISTING	32.703 AC.	ACQUIRE	0.000 AC.	REMAINING	32.703 AC.
----------	------------	---------	-----------	-----------	------------



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

EASEMENT SKETCH  
 SHOWING PROPERTY OF  
 WILLIAMSON COUNTY  
 ROADWAY ACCESS EASEMENT  
 0.0964 AC. (4,200 SQ. FT.)



2/4/2026

Scale: 1 inch= 16 feet

File: RWA1.ndp

Tract 1: 0.0964 Acres (4200 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=310 ft.

- 01 s08.4048e 35.00
- 02 s81.1912w 120.00
- 03 n08.4048w 35.00
- 04 n81.1912e 120.00

## 1 Map Check Report

2

3 Project: Default

4 Alignment: RWA1

5 Description:

6

7	Type	Point Name\ Direction	Length	Northing\ Latitude	Easting\ Departure
8					
9	-----	-----	-----	-----	-----
10	POT (	POT)		10160583.44	3107408.90
11		S08°40'48"E	35.00	-34.60	5.28
12	PI (	PI)		10160548.84	3107414.18
13		S81°19'12"W	120.00	-18.11	-118.63
14	PI (	PI)		10160530.73	3107295.55
15		N08°40'48"W	35.00	34.60	-5.28
16	PI (	PI)		10160565.33	3107290.27
17		N81°19'12"E	120.00	18.11	118.63
18	POT (	POT)		10160583.44	3107408.90

19

20 Northing Error: 0.00 ft

21 Easting Error: 0.00 ft

22 Closing Direction: N00°00'00"W

23 Closing Distance: 0.00 ft

24 Closed Area: 4200.5046 sq ft (0.0964 ac)

25 Perimeter: 310.01 ft

26 Precision: NaN : 1

27

28