

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the “County”), and the property owners’/homeowners’ association named on the signature page hereinbelow (the “Licensee”), enter into this License Agreement (the “Agreement”) upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install, operate, maintain and repair additions, including, but not limited to drainage facilities (collectively referred to herein as the “Licensee’s Improvements”) in portions of the County’s right-of-way. Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee’s Improvements in the areas of County’s right-of-way shown and depicted in the attached **Exhibit “A”** (the “Licensed Property”). The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding sidewalks, accessible ramps, trails, landscaping, lighting, fencing, signage and irrigation systems, water, wastewater, or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County’s permission and grant of a license hereunder and Licensee’s ability to construct Licensee’s Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY’S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official

action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND

HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or

dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the date of the last party's execution below ("Effective Date"), and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County.

Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this Agreement may be revoked and terminated at any time by County if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement 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 Agreement 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 Agreement 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 Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

I. Gender, Number and Headings. Words of any gender used in this Agreement 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 Agreement.

J. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

L. Force Majeure. If the party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, “acts of God”, abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak., the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party and take reasonable efforts undertaken to mitigate its effects.

M. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, , TEXAS

a political subdivision of the State of Texas

By: _____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

NOTARY PUBLIC, State of Texas

LICENSEE:

NOLINA COMM I LLC,
a Texas limited liability company

By: **SVAG INVESTMENTS LLC,**
A Texas limited liability company
its Manager

By: 

Name: **Sudharshan Vembutty**

Title: **Manager**

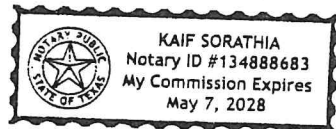
Date: September 03, 2026

Address for Notice:

101 Parklane Blvd
Suite 104, Sugar Land
TX, 77478
E-mail: shaun@ashtongraydev.com

THE STATE OF TEXAS §
 Fort Bend §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 3 day of September, 2026, by Sudharshan Vembutty, Manager of SVAG Investments LLC, a Texas Limited Liability company.



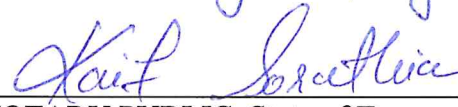
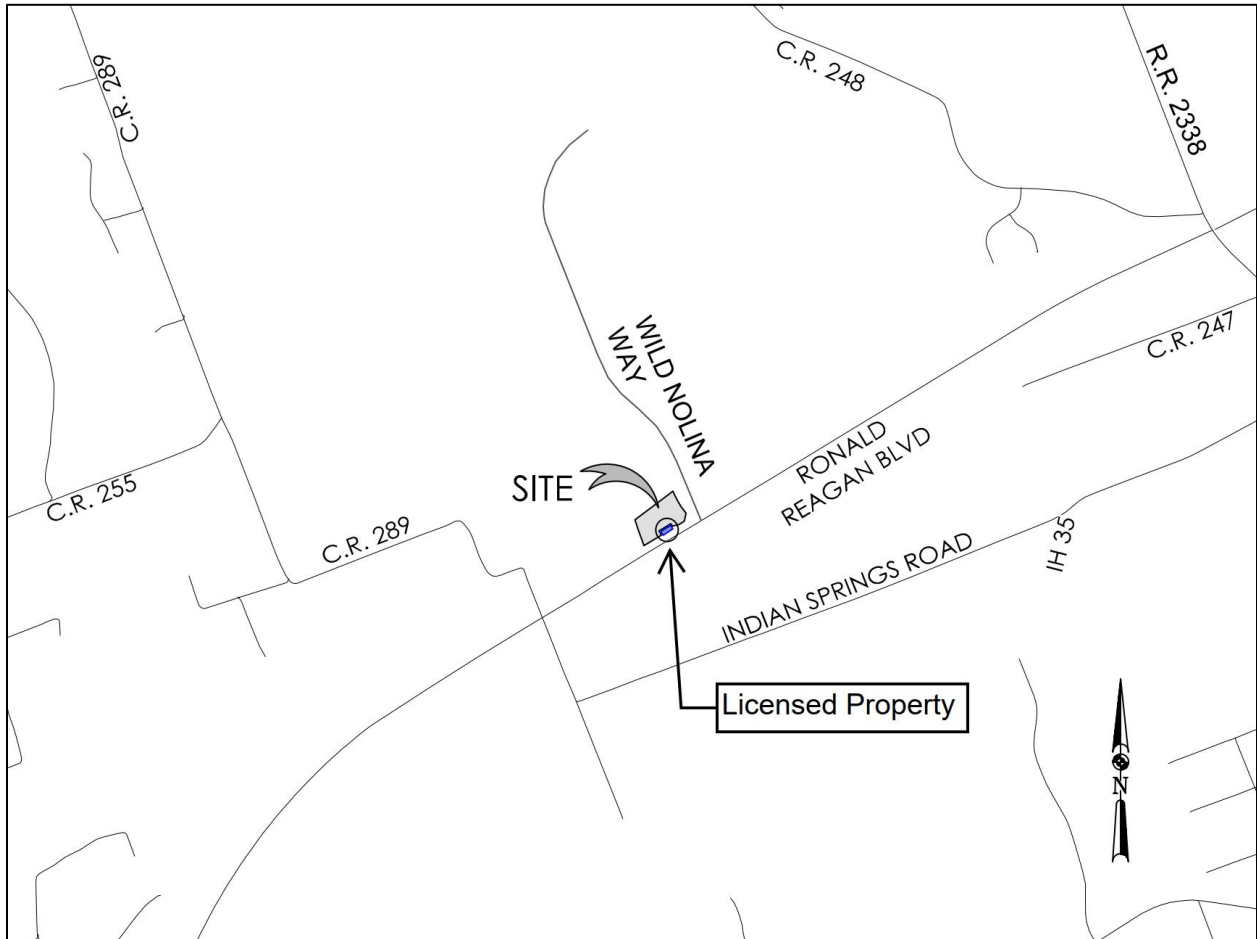

NOTARY PUBLIC, State of Texas

EXHIBIT A

The specific portions of the public right-of-way between the edge of pavement and the outer boundary of the said right-of-way as depicted on “Exhibit A-2”, with “Exhibit A-1” provided as a vicinity map for reference. A copy of the right-of-way deed for the licensed property is included as “Exhibit A-3”.

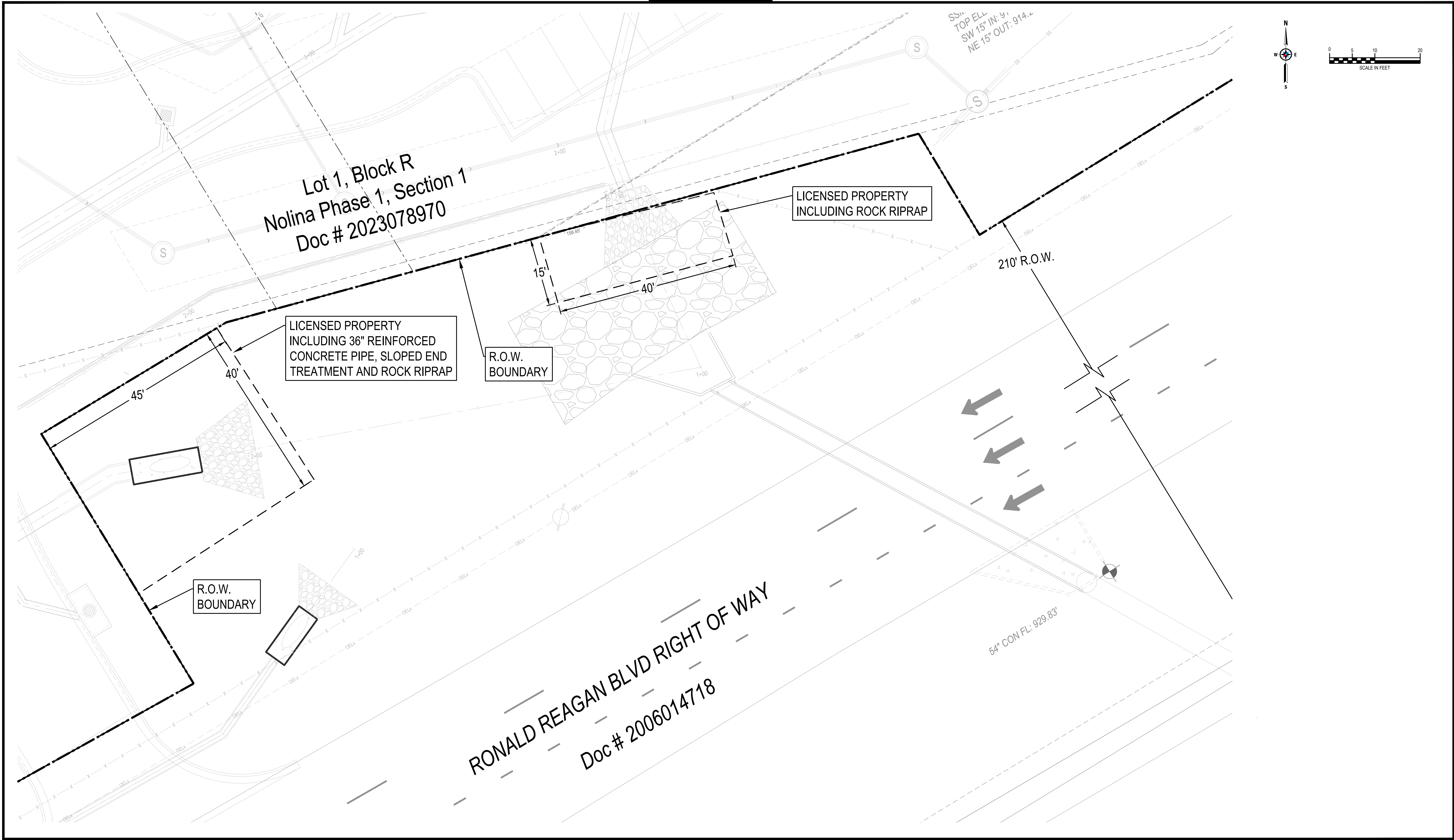
EXHIBIT A - 1



Vicinity Map

Northwest Corner of Ronald Reagan Blvd & Wild Nolina Way

EXHIBIT A - 2



O:\CompanyData\Clients\224 - Ashton Gray Development\001-24_Nolina Retail Development\10-CAD\4.0-Exhibit\License Agreement Exhibit.dwg - Thu Sep 17 2026 2:12pm By: kaden.deberardinis



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ROUND ROCK, TEXAS 78664
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GONZALES | BUDA | BASTROP
ROUND ROCK | CUERO

LICENSED PROPERTY EXHIBIT

LOT 1 NOLINA RETAIL DEVELOPMENT
NORTHWEST CORNER OF RONALD REAGAN BLVD AND WILD NOLINA WAY

DRAWN BY:	PROJECT NO.
KD	1224-001-24
CHECKED BY:	DRAWING NO.
PM	1
SHEET 1 OF 1	

TATCO
(V)**Exhibit A-3**

Parmer North—parcel 28

SPECIAL WARRANTY DEED**THE STATE OF TEXAS**

§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Parmer Lane/Ronald Reagan Blvd. ("Project"); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JON HARVEY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Fee simple interest in five tracts of land totaling 14.828 acres, more or less, situated in the Delores Casanova Survey, Abstract No. 128 in Williamson County, Texas, being more fully described by metes and bounds in Exhibits "A-E", attached hereto and incorporated herein (Parcel 28).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with

all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 23 day of Feb, 2006.

GRANTOR:

Jon Harvey
Jon Harvey

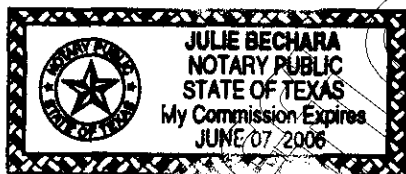
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 23 day of Feb, 2006, by Jon Harvey, for the purposes and consideration recited herein.



Julie Bechara
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge John Doerfler
710 Main Street
Georgetown, Texas 78626

~~AFTER RECORDING RETURN TO:~~

Texas American Title Company
1490 E. Whitestone Blvd., Suite 140
Cedar Park, Texas 78613

After recording return to:
TEXAS AMERICAN TITLE COMPANY
4201 S. CONGRESS AVE.
SUITE 203
AUSTIN, TX 78745

13.914 ACRE RIGHT-OF-WAY
PARCEL NO. 28
LOUISE HARVEY

F.N. NO. 6543 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

ALL OF THAT CERTAIN 13.914 ACRE TRACT OUT OF THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN REMAINDER OF A 272.07 ACRE TRACT CONVEYED TO LOUISE HARVEY BY DEED RECORDED IN DOCUMENT NO. 9927866, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 13.914 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of County Road 289, a varying width right-of-way, in the south line of a certain 16.05 acre tract conveyed to James Ramsey and Joann Ramsey by deed recorded in Document No. 2000058424, Williamson County, Texas, and monumenting the northwest corner of the remainder of said 272.07 acre tract;

THENCE, S 22° 18' 20" E, with the east right-of-way line of said County Road and west line of the remainder of said 272.07 acre, a distance of 588.28 feet to a 1/2 inch iron rod with cap stamped "PBS&J" set in the proposed north right-of-way line of Parmer Lane for the **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving east right-of-way line of said County Road, over and across the remainder of said 272.07 acre tract, and with the said proposed north right-of-way line, the following twelve (12) courses:

1. S 71° 27' 24" E, a distance of 65.25 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
2. N 58° 39' 04" E, a distance of 530.82 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
3. S 31° 20' 56" E, a distance of 20.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
4. N 58° 39' 04" E, a distance of 300.25 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
5. N 52° 59' 03" E, a distance of 101.27 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
6. N 58° 39' 04" E, a distance of 200.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
7. N 64° 24' 22" E, a distance of 99.73 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
8. N 58° 39' 04" E, a distance of 257.58 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
9. N 31° 20' 56" W, a distance of 15.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
10. N 58° 39' 04" E, a distance of 199.76 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
11. S 31° 20' 56" E, a distance of 15.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
12. N 58° 39' 04" E, a distance of 580.13 feet to a 1/2 inch iron rod with cap stamped "PBS&J" set in the north line of the remainder of said 272.07 acre tract and south line of a 132.00 acre tract conveyed to Benton Children's 1986 Irrevocable Trust by a deed recorded in Volume 2580, Page 512, Official Records of Williamson County, Texas, from which a fence post found for an angle point in the north line of the remainder of said 272.07 acre tract bears S 74° 55' 14" W, a distance of 571.87 feet;

13.914 ACRE RIGHT-OF-WAY
PARCEL NO. 28
LOUISE HARVEY

F.N. NO. 6543 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

THENCE, leaving said proposed north right-of-way line, with the north line of the remainder of said 272.07 acre tract and south line of said 132.00 acre tract the following two (2) courses:

1. N 74° 55' 14" E, a distance of 492.60 feet to a fence post found for an angle point,
2. N 74° 52' 23" E, a distance of 365.11 feet to a 1/2 inch iron rod with cap stamped "PBS&J" set in the proposed south right-of-way line of Palmer Lane, from which a 5/8 inch iron rod found in the north line of the original 272.07 acre tract bears N 74° 52' 23" E, at 12.52 feet passing the northwest corner of a 5.00 acre tract conveyed to John Harvey by a deed recorded in Document No. 9700187, Official Public Records of Williamson County, Texas, in all a total distance of 114.68 feet to a fence post and angle point in said north line, and N 75° 07' 46" E, a distance of 1022.52 feet;

THENCE, leaving the south line of said 132.00 acre tract, over and across the remainder of said 272.07 acre tract and with said proposed south right-of-way line, the following twelve (12) courses:

1. S 58° 39' 04" W, a distance of 60.92 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
2. N 31° 20' 56" W, a distance of 10.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
3. S 58° 39' 04" W, a distance of 351.61 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
4. N 31° 20' 56" W, a distance of 20.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
5. S 58° 39' 04" W, a distance of 1348.39 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
6. S 54° 28' 35" W, a distance of 137.36 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
7. S 58° 39' 04" W, a distance of 200.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
8. S 62° 09' 42" W, a distance of 163.31 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
9. S 58° 39' 04" W, a distance of 287.12 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
10. S 31° 20' 56" E, a distance of 15.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
11. S 58° 39' 04" W, a distance of 609.55 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
12. S 18° 46' 39" W, a distance of 35.15 feet to a 1/2 inch iron rod with cap stamped "PBS&J" set in the west line of the remainder of said 272.07 acre tract and east line of said county road, from which a 1/2 inch iron found for the northwest corner of Lot 1, Block "A", Indian Springs, a subdivision recorded in Cabinet J, Slide 170, Plat Records of Williamson County, Texas, bears S 22° 18' 20" E, a distance of 501.42 feet;

13.914 ACRE RIGHT-OF-WAY
PARCEL NO. 28
LOUISE HARVEY

F.N. NO. 6543 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

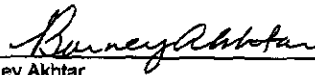
THENCE, N 22° 18' 20" W, leaving said proposed south right-of-way line and with the east right-of-way line of said County Road and west line of the remainder of said 272.07 acre tract, a distance of 321.43 feet to the POINT OF BEGINNING of the herein described tract and containing 13.914 acres of land, more or less. Survey sketch accompanies and is a part of this description.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Burney Akhtar, a Registered Professional Land Surveyor, do hereby certify that the description herein was determined by a survey made on the ground during October 2004 through February 2005 under my general supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of April 2005 A.D.

PBS&J
6504 Bridge Point Parkway
Suite 200
Austin, Texas 78730


Burney Akhtar
Registered Professional Land Surveyor
No. 4768 - State of Texas



0.230 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 1
LOUISE HARVEY

F.N. NO. 6554 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION

ALL OF THAT CERTAIN 0.230 ACRE TRACT OUT OF THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN REMAINDER OF A 272.07 ACRE TRACT CONVEYED TO LOUISE HARVEY BY DEED RECORDED IN DOCUMENT NO. 9927866, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.230 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of County Road 289, a varying width right-of-way, in the south line of a certain 16.05 acre tract conveyed to James Ramsey and Joann Ramsey by a deed recorded in Document No. 2000058424, Official Public Records of Williamson County, Texas and monumenting the northwest corner of the remainder of said 272.07 acre tract;

THENCE, S 22° 18' 20" E, with the east right-of-way line of said County Road and west line of the remainder of said 272.07 acre, a distance of 588.28 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the proposed north right-of-way line of Parmer Lane;

THENCE, leaving said east right-of-way line, over and across the remainder of said 272.07 acre tract, with the said proposed north right-of-way line the following five (5) courses:

1. S 71° 27' 24" E, a distance of 65.25 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
2. N 58° 39' 04" E, a distance of 530.82 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
3. S 31° 20' 56" E, a distance of 20.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
4. N 58° 39' 04" E, a distance of 300.25 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
5. N 52° 59' 03" E, a distance of 101.27 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" for the **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving said proposed north right-of-way line, continuing over and across the remainder of said 272.07 acre tract, the following three (3) courses:

1. N 31° 20' 56" W, a distance of 50.00 feet,
2. N 58° 39' 04" E, a distance of 200.00 feet,
3. S 31° 20' 56" E, a distance of 50.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the said proposed north right-of-line;

0.230 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 1
LOUISE HARVEY

F.N. NO. 6554 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

THENCE, S 58° 39' 04" W, with the said proposed north right-of-way line, continuing over and across the remainder of said 272.07 acre tract, a distance of 200.00 feet to the POINT OF BEGINNING of the herein described tract and containing 0.230 acres of land, more or less. Survey sketch accompanies and is a part of this description.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Burney Akhtar, a Registered Professional Land Surveyor, do hereby certify that the description herein was determined by a survey made on the ground during October 2004 through February 2005 under my general supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of April 2005 A.D.

PBS&J
6504 Bridge Point Parkway
Suite 200
Austin, Texas 78730

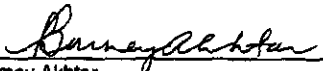
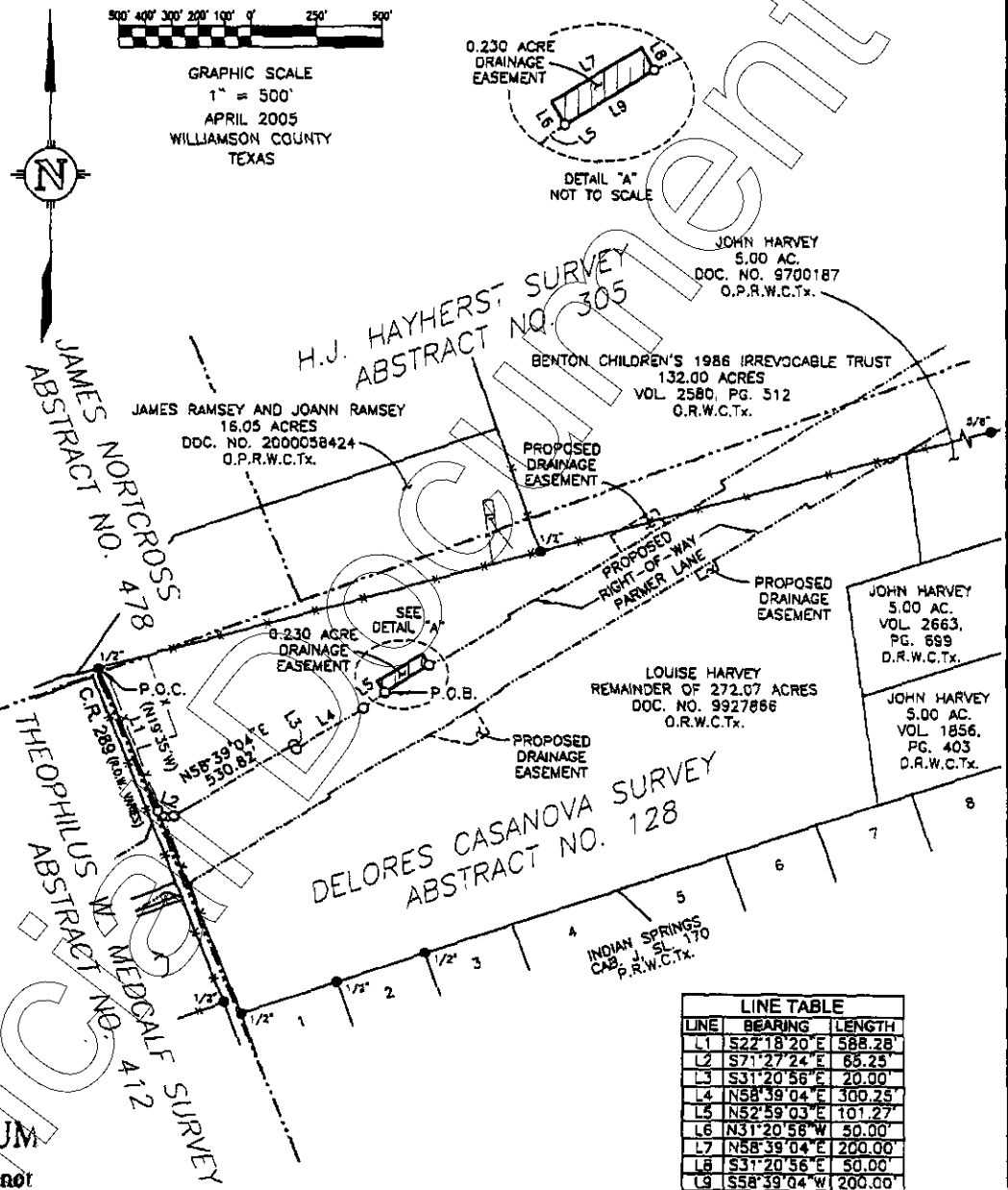

Burney Akhtar
Registered Professional Land Surveyor
No. 4768 - State of Texas



EXHIBIT 'A'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°18'20"E	588.28'
L2	S71°27'24"E	65.25'
L3	S31°20'56"E	20.00'
L4	N58°39'04"E	300.25'
L5	N52°59'03"E	101.27'
L6	N31°20'58"W	50.00'
L7	N58°39'04"E	200.00'
L8	S31°20'56"E	50.00'
L9	S58°39'04"W	200.00'

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

LEGEND:

- IRON ROD FOUND (SIZE NOTED)
- 1/2" IRON ROD SET WITH CAP STAMPED "PBS&J"
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R.W.C.Tx. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.Tx. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.Tx. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.Tx. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- () DEED CALLS
- FENCE
- - - - - APPROXIMATE SURVEY LINE

NOTES:

1. BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COMBINED SCALE FACTOR: 1.00013
NGS MONUMENTS USED:
HOG MOUNTAIN
GEORGETOWN
2. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. ALL EXISTING EASEMENTS MAY NOT BE DEPICTED.

SKETCH to ACCOMPANY FIELDNOTE No. 6554

0.230 ACRE DRAINAGE EASEMENT PARCEL NO. 28(DE)-PART 1



5504 BRIDGE POINT PKWY
SUITE 200
AUSTIN, TEXAS 78730
(512) 327-6840

LOUISE HARVEY

DOCUMENT NUMBER 9927866
WILLIAMSON COUNTY, TEXAS

0.366 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 2
LOUISE HARVEY

F.N. NO. 6555 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

EXHIBIT "C"
METES AND BOUNDS DESCRIPTION

ALL OF THAT CERTAIN 0.366 ACRE TRACT OUT OF THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN REMAINDER OF A 272.07 ACRE TRACT CONVEYED TO LOUISE HARVEY BY DEED RECORDED IN DOCUMENT NO. 9927866, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.366 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of County Road 289, a varying width right-of-way, in the south line of a certain 16.05 acre tract conveyed to James Ramsey and Joann Ramsey by a deed recorded in Document No. 2000058424, Official Public Records of Williamson County, Texas, and monumenting the northwest corner of the remainder of said 272.07 acre tract;

THENCE, with the east right-of-way line of said County Road and west line of the remainder of said 272.07 acre, the following two (2) courses:

1. S 22° 18' 20" E, a distance of 588.28 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the proposed north right-of-way line of Parmer Lane,
2. S 22° 18' 20" E, a distance of 321.43 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the proposed south right-of-way line of Parmer Lane;

THENCE, leaving the east right-of-way line of said County Road, over and across the remainder of said 272.07 acre tract and with the said proposed south right-of-way line the following five (5) courses:

1. N 18° 48' 39" E, a distance of 35.15 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
2. N 58° 39' 04" E, a distance of 609.55 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
3. N 31° 20' 56" W, a distance of 15.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
4. N 58° 39' 04" E, a distance of 287.12 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
5. N 62° 09' 42" E, a distance of 163.31 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" for the POINT OF BEGINNING of the herein described tract,
6. N 58° 39' 04" E, a distance of 200.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",

THENCE, leaving said proposed south right-of-way line, continuing over and across the remainder of said 272.07 acre tract, the following three (3) courses:

1. S 31° 20' 56" E, a distance of 110.00 feet,
2. S 58° 39' 04" W, a distance of 90.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the said proposed south right-of-way line;

0.366 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 2
LOUISE HARVEY

F.N. NO. 8555 (KM)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

3. N 76° 20' 56" W, a distance of 155.56 feet to the **POINT OF BEGINNING** of the herein described tract and containing 0.366 acres of land, more or less. Survey sketch accompanies and is a part of this description.

THE STATE OF TEXAS

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§

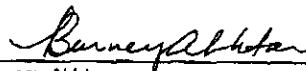
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

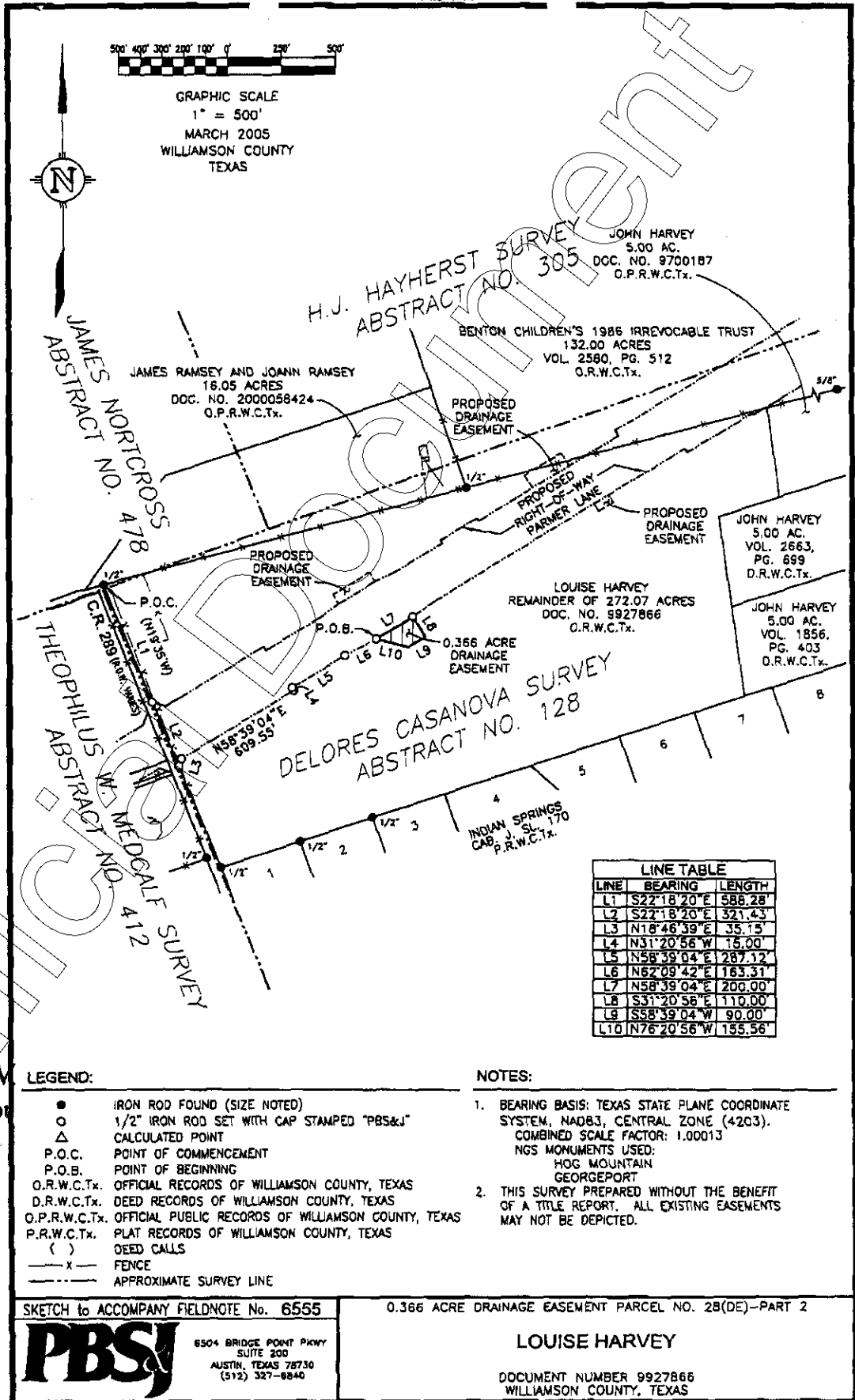
That I, Burney Akhtar, a Registered Professional Land Surveyor, do hereby certify that the description herein was determined by a survey made on the ground during October 2004 through February 2005 under my general supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of April 2005 A.D.

PBS&J
6504 Bridge Point Parkway
Suite 200
Austin, Texas 78730


Burney Akhtar
Registered Professional Land Surveyor
No. 4768 - State of Texas





RECORDS MEMORANDUM

all or parts of the text on this page was not
legible for satisfactory recordation.

0.245 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 3
LOUISE HARVEY

F.N. NO. 6556 (BA)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

EXHIBIT "D"
METES AND BOUNDS DESCRIPTION

ALL OF THAT CERTAIN 0.245 ACRE TRACT OUT OF THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN REMAINDER OF A 272.07 ACRE TRACT CONVEYED TO LOUISE HARVEY BY DEED RECORDED IN DOCUMENT NO. 9927866, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.245 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of County Road 289, a varying width right-of-way and the south line of a certain 16.05 acre tract conveyed to James Ramsey and Joann Ramsey by deed recorded in Document No. 2000058424, Williamson County, Texas, monumenting the northwest corner of the remainder of said 272.07 acre tract;

THENCE, N 75° 01' 56" E, with the north line of said remainder of the 272.07 acre tract and south line of said 16.05 acre tract a distance of 1,739.77 feet to a fence post found for an angle point in the south line of a certain 132.00 acre tract conveyed to the Benton Children's 1986 Irrevocable Trust by deed recorded in Volume 2580, Page 512, Official Records of Williamson County, Texas, from which a 1/2 inch iron rod found bears S 21° 54' 28" W, a distance of 1.21 feet;

THENCE, with the north line of the remainder of said 272.07 acre tract and the south line of said 132.00 acre tract, the following two (2) courses:

1. N 74° 55' 14" E, a distance of 322.00 feet to the **POINT OF BEGINNING** of the herein described tract,
2. N 74° 55' 14" E, a distance of 156.87 feet from which a 1/2 inch iron rod with cap stamped "PBS&J" set on the north right-of-way of proposed Parmer Lane bears N 74° 55' 14" E, a distance of 93.00 feet;

THENCE, leaving the south line of said 132.00 acre tract, over and across the remainder of said 272.07 acre tract the following four (4) courses:

1. S 31° 20' 56" E, a distance of 26.05 feet to the proposed north right-of-way line of Parmer Lane,
2. S 56° 39' 04" W, with the said proposed north right-of-way line, a distance of 200.00 feet,
3. N 31° 20' 56" W, a distance of 70.00 feet,
4. N 58° 39' 04" E, a distance of 49.42 feet to the **POINT OF BEGINNING** of the herein described tract and containing 0.245 acres of land, more or less. Survey sketch accompanies and is a part of this description.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

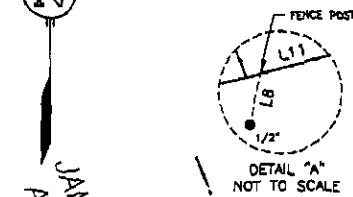
That I, Burney Akhtar, a Registered Professional Land Surveyor, do hereby certify that the description herein was determined by a survey made on the ground during October 2004 through February 2005 under my general supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7TH day of March 2005 A.D.

PBS&J
8504 Bridge Point Parkway
Suite 200
Austin, Texas 78730

Burney Akhtar
Burney Akhtar
Registered Professional Land Surveyor
No. 4768 - State of Texas





H.J. HAYHERST SURVEY
ABSTRACT NO. 305
JOHN HARVEY
5.00 AC.
DOC. NO. 9700187
O.P.R.W.C.Tx.
BENTON CHILDREN'S 1986 IRREVOCABLE

JAMES
NORCROSS
478
JAMES
ABSTRACT NO.

JAMES RAMSEY AND JOANN RAMSEY
16.05 ACRES
DOC. NO. 2000058424
O.P.R.W.C.Tx.

BENTON CHILDREN'S 1986 IRREVOCABLE TRUST
132.00 ACRES
VOL. 2580, PG. 512
O.R.W.C.Tx.

JOHN HARVEY
5.00 AC.
OC. NO. 9700187
O.P.R.W.C.Tx.

0.245 ACRE
* DRAINAGE
EASEMENT.

- PROPOSED
DRAINAGE
EASEMENT

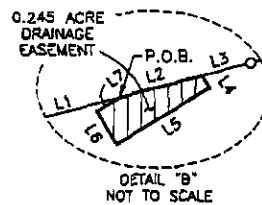
JOHN HARVEY
5.00 AC.
VOL. 2663.
PG. 699
O.R.W.C.Tx.

LOUISE HARVEY
REMAINDER OF 272.07 ACRES
DOC. NO 9927866
O.R.W.C.Tx.

JOHN HARVEY
5.00 AC.
VOL. 1856,
PG. 403
D.R.W.C.Tx.

DELORES CASANOVA SURVEY
ABSTRACT NO. 128

INDIAN SPRINGS
CAB. J. SL 170
P.R.W.C.Tx.



LINE	BEARING	LENGTH
L1	N74°55'14"E	322.00'
L2	N74°55'14"E	156.87'
L3	N74°55'14"E	93.00'
L4	S31°20'56"E	26.05'
L5	S58°39'04"W	200.00'
L6	N31°20'56"W	70.00'
L7	N58°39'04"E	49.42'
L8	S21°54'28"W	1.21'

NOTES:

1. BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203).
COMBINED SCALE FACTOR: 1.00013
NGS MONUMENTS USED:
HOG MOUNTAIN
GEORGETOWN
2. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. ALL EXISTING EASEMENTS MAY NOT BE DEPICTED.

0.245 ACRE DRAINAGE EASEMENT PARCEL NO. 28(DE)-PART 3



6504 BRIDGE POINT PKWY
SUITE 200
AUSTIN, TEXAS 78730
(512) 327-6840

DOCUMENT NUMBER 9927865
WILLIAMSON COUNTY, TEXAS

RECORDERS MEMORANDUM

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0.073 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 4
LOUISE HARVEY

F.N. NO. 6557(BA)
APRIL 7, 2005
PBS&J JOB NO. 440829.07

EXHIBIT "E"
METES AND BOUNDS DESCRIPTION

ALL OF THAT CERTAIN 0.073 ACRE TRACT OUT OF THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, WILLIAMSON COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN REMAINDER OF A 272.07 ACRE TRACT CONVEYED TO LOUISE HARVEY BY DEED RECORDED IN DOCUMENT NO. 9927866, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.073 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of County Road 289, a varying width right-of-way, in the south line of that certain 16.05 acre tract conveyed to James Ramsey and Joann Ramsey by a deed recorded in Document No. 2000058424, Official Public Records of Williamson County, Texas, and monumenting the northwest corner of the remainder of said 272.07 acre tract;

THENCE, with the east right-of-way line of said County Road and west line of the remainder of said 272.07 acre, the following two (2) courses:

1. S 22° 18' 20" E, a distance of 588.28 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the proposed north right-of-way line of Parmer Lane,
2. S 22° 18' 20" E, a distance of 321.43 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" in the proposed south right-of-way line of Parmer Lane;

THENCE, leaving east right-of-way line of said County Road, over and across the remainder of said 272.07 acre tract, with the said proposed south right-of-way line the following nine (9) courses:

1. N 18° 46' 39" E, a distance of 35.15 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
2. N 58° 39' 04" E, a distance of 609.55 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
3. N 31° 20' 56" W, a distance of 15.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
4. N 58° 39' 04" E, a distance of 287.12 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
5. N 62° 09' 42" E, a distance of 163.31 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
6. N 58° 39' 40" E, a distance of 200.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
7. N 54° 28' 35" E, a distance of 137.36 feet to a 1/2 inch iron rod set with cap stamped "PBS&J",
8. N 58° 39' 04" E, a distance of 855.00 feet to a 1/2 inch iron rod set with cap stamped "PBS&J" for the POINT OF BEGINNING of the herein described tract,
9. N 58° 39' 04" E, a distance of 80.00 feet ;

THENCE, leaving said proposed south right-of-way line, continuing over and across the remainder of said 272.07 acre tract, the following three (3) courses:

1. S 31° 20' 56" E, a distance of 40.00 feet,
2. S 58° 39' 04" W, a distance of 80.00 feet,

0.073 ACRE DRAINAGE EASEMENT
PARCEL NO. 28(DE)-PART 4
LOUISE HARVEY

F.M. NO. 6557(BA)
APRIL 7, 2005
PBS&J JOB NO. 448829.07

3. N 31° 20' 56" W, a distance of 40.00 feet to the **POINT OF BEGINNING** of the herein described tract and containing 0.073 acres of land, more or less. Survey sketch accompanies and is a part of this description.

THE STATE OF TEXAS

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§
§

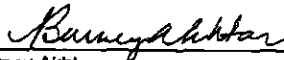
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Burney Akhtar, a Registered Professional Land Surveyor, do hereby certify that the description herein was determined by a survey made on the ground during October 2004 through February 2005 under my general supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7TH day of April, 2005 A.D.

PBS&J
6504 Bridge Point Parkway
Suite 200
Austin, Texas 78730


Burney Akhtar
Registered Professional Land Surveyor
No. 4768 - State of Texas

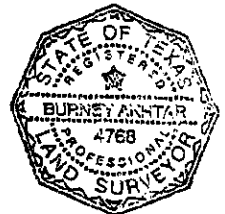
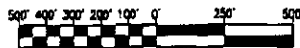
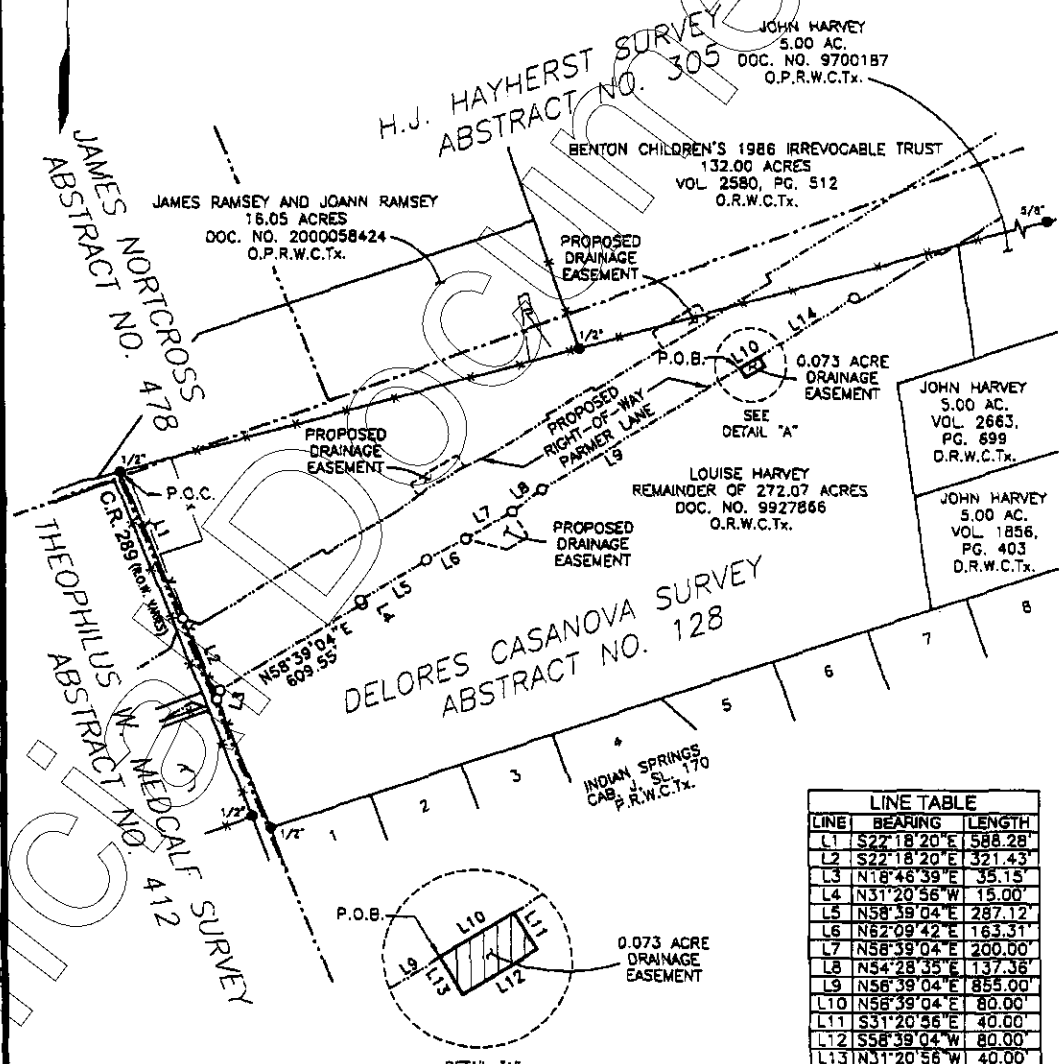


EXHIBIT 'A'



GRAPHIC SCALE
1" = 500'
APRIL 2005
WILLIAMSON COUNTY
TEXAS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°18'20"E	588.28'
L2	S22°18'20"E	321.43'
L3	N18°46'39"E	35.15'
L4	N31°20'56"W	15.00'
L5	N58°39'04"E	287.12'
L6	N62°09'42"E	163.31'
L7	N58°39'04"E	200.00'
L8	N54°28'35"E	137.36'
L9	N58°39'04"E	855.00'
L10	N58°39'04"E	80.00'
L11	S31°20'56"E	40.00'
L12	S58°39'04"W	80.00'
L13	N31°20'56"W	40.00'
L14	N58°39'04"E	413.39'

LEGEND:

- IRON ROD FOUND (SIZE NOTED)
- 1/2" IRON ROD SET WITH CAP STAMPED "PBS&J"
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R.W.C.Tx. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.Tx. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.Tx. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.Tx. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- () DEED CALLS
- FENCE
- - - APPROXIMATE SURVEY LINE

NOTES:

1. BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COMBINED SCALE FACTOR: 1.00013
NGS MONUMENTS USED:
HOG MOUNTAIN
GEORGETOWN
2. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. ALL EXISTING EASEMENTS MAY NOT BE DEPICTED.

SKETCH to ACCOMPANY FIELDNOTE No. 6557



8504 BRIDGE POINT PKWY
SUITE 200
AUSTIN, TEXAS 78730
(512) 327-6840

0.073 ACRE DRAINAGE EASEMENT PARCEL NO. 28(DE)-PART 4

LOUISE HARVEY

DOCUMENT NUMBER 9927866
WILLIAMSON COUNTY, TEXAS

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory reproduction.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006014718

Nancy E. Rister

02/27/2006 12:27 PM

DNORMAN \$84.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document