

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 5

§

COUNTY OF WILLIAMSON

§

Project: North Mays

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and WC ROUND ROCK LAND PARTNERS, LP, a Texas limited partnership (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 110 S and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A & B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of FORTY-SEVEN THOUSAND FIVE HUNDRED ELEVEN and 00/100 Dollars (\$47,511.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee acknowledges Grantor does not agree this sum is full and adequate compensation for the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90 percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount



tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County. Grantor is not liable for interest on any overpayment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered 17-293990-GT issued March 9, 2017 by Capital Title of Texas (First National Title Insurance Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment. Upon written request from Grantor, the parties shall work to schedule a special commissioners' hearing which is to occur within 90 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property

related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor WC Round Rock Land Partners, LP, reserves all of the oil, gas and sulphur in and under the land herein conveyed. Grantor waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. If Grantor extracts oil, gas and minerals, such extraction may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Grantee agrees that once the Grantor, in writing, asks for a special commissioner's hearing to be scheduled, Grantee shall file a condemnation petition within fifteen (15) days after such notice if not previously done, and both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the Grantor's request. Any award that exceeds \$47,511.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.


To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

WC Round Rock Land Partners, LP,
a Texas limited partnership

By: WC Round Rock Land Partners GP, LLC,
a Texas limited liability company
its General Partner


By: 
Natin Paul, Manager

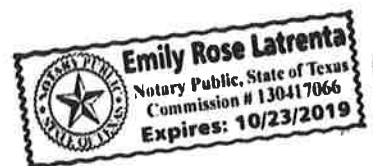
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 16 day of AUGUST, 2017 by
Natin Paul, in the capacity and for the purposes and consideration recited herein.


Notary Public, State of Texas
Printed Name: Emily Rose Latrenta
My Commission Expires: 10/23/2019



COUNTY:

WILLIAMSON COUNTY, TEXAS

By: [Signature]
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 24th day of August, 2017 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

[Signature]

Notary Public, State of Texas

Printed Name: WENDY E. COCO

My Commission Expires

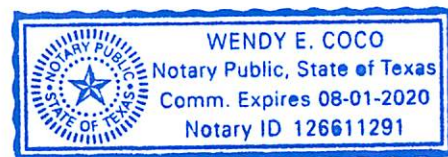


EXHIBIT A

County: Williamson
Parcel : 5 Part 1
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 1

DESCRIPTION OF A 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, 165.75 feet right of proposed North Mays Baseline Station 55+88.08, being an ell corner in the common boundary line of said Lot 1 and Lot 2, Block "A", of said Cypress Addition;

THENCE, with said common boundary line, N 66°37'12" W for a distance of 61.32 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW - 5050" (Grid Coordinates determined as N=10173449.80, E=3129439.96 (TxSPC Zone 4203) set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, in the proposed easterly right-of-way (ROW) line of North Mays (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 1) **S 15°31'49" W**, for a distance of **642.33** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 49+54.13, for an ell corner;
- 2) **S 60°31'49" W**, for a distance of **63.64** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 60.00 feet right of proposed North Mays Baseline Station 49+09.13, for an ell corner;
- 3) **S 15°31'49" W**, for a distance of **699.42** feet to a calculated point in the southerly boundary line of said Lot 1, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, being in the approximate centerline of Chandler Branch, same being in the northerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a disturbed 1/2" iron rod found, being a witness corner per said Cypress Addition bears S 60°04'07" E at a distance of 75.25 feet;

THENCE, departing said proposed ROW line, with the approximate centerline of said Chandler Branch, same being with the common boundary line of said Lot 1 and said remainder of the 26.864 acre tract, the following two (2) courses:

- 4) **N 65°15'12" W**, for a distance of **37.96** feet to a calculated angle point;
- 5) **S 75°43'18" W**, for a distance of **100.87** feet to a calculated point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, in the proposed westerly ROW line of said North Mays, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "BAKER AICKLEN" found, being a witness corner per said Cypress Addition bears N 70°31'37" W at a distance of 134.86 feet;

THENCE, departing said remainder of the 26.864 acre tract, same being the approximate centerline of said Chandler Branch, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 6) N 15°31'49" E, for a distance of 758.09 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 49+23.73, for an angle point;
- 7) N 29°28'11" W, for a distance of 42.43 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 49+53.73, for an ell corner;
- 8) N 15°31'49" E, for a distance of 736.46 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, being in said common boundary line of Lot 1 and Lot 2, for the northwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said common boundary line, the following three (3) courses:

- 9) S 34°32'42" E, for a distance of 19.87 feet to a 1/2" iron rod found, for an angle point;
- 10) S 23°10'54" W, for a distance of 55.00 feet to a 1/2" iron rod found, for an ell corner;
- 11) S 66°37'12" E, at a distance of 153.52 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, in said proposed easterly ROW line, and continuing with said proposed ROW for a total distance of 193.90 feet to the POINT OF BEGINNING, containing 5.235 acres (228,015 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



04/28/2017
Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 3 OF 5

DAVID CURRY SURVEY
ABSTRACT NO. 130

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N66° 37' 12"W | 61.32' |
| L2 | S60° 31' 49"W | 63.64' |
| L3 | S15° 31' 49"W | 699.42' |
| L8 | N15° 31' 49"W | 758.09' |
| L9 | N29° 28' 11"W | 42.43' |
| L10 | S34° 32' 42"E | 19.87' |
| L11 | S23° 10' 54"W | 55.00' |
| (L11) | (S25° 31' 38"W) | (55.00') |
| L12 | S66° 37' 12"E | 40.38' |

BLOCK "A"

LOT 1
(79.381 AC.)

CYPRESS ADDITION
CAB. N, SLD. 266-268
P.R.W.C.T.

DENTENTION POOL
EASEMENT BRUSHY
CREEK WCID NO. 1
32.348 AC
EXHIBIT "B"
VOL. 1163, PG. 15
O.R.W.C.T.

STA. 49+53.73
95.00' LT

STA. 49+23.73
65.00' LT

SEE SHEET 4
STA. 49+00.00

PROPOSED
N. MAYS
(R.O.W. WIDTH VARIES)

PROPOSED
N. MAYS BASELINE

5

PART I
5.235 AC.
228,015 SQ. FT.

PROPOSED R.O.W.
S15° 31' 49"W 642.33'

STA. 49+54.13
105.00' RT

STA. 49+09.13
60.00' RT

CYPRESS ADDITION
CAB. N, SLD. 266-268
P.R.W.C.T.

LOT 2
(30.426 AC.)

STA. 56+01.97
65.00' RT
S23° 29' 17"W
143.58'
S25° 31' 38"W
143.49'

P.O.R.
STA. 55+88.08
165.75' RT

P.O.B.
STA. 55+96.45
105.00' RT
GRID COORDINATES:
N=10173449.80
E=3129439.96

CYPRESS ADDITION
CAB. N, SLD. 266-268
P.R.W.C.T.

BLOCK "A"

LOT 1
(79.381 AC.)

WC ROUND ROCK LAND PARTNERS, LP
LOTS 1 & 2, CYPRESS ADDITION
DOC. No. 2013115122
O.P.R.W.C.T.

N

0 50 100
1" = 100'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

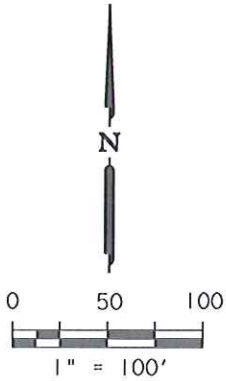
PARCEL PLAT SHOWING PROPERTY OF
**WC ROUND ROCK
LAND PARTNERS, LP**

**PARCEL 5
PART I**

| SCALE | PROJECT | COUNTY |
|-----------|-------------------|------------|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 5



WC ROUND ROCK LAND PARTNERS, LP
LOTS 1 & 2, CYPRESS ADDITION
DOC. No. 2013115122
O.P.R.W.C.T.

LOT 1
(79.381 AC.)

CYPRESS ADDITION
CAB. N, SLD. 266-268
P.R.W.C.T.

BLOCK "A"

DAVID CURRY SURVEY
ABSTRACT NO. 130

SOUTHWESTERN BELL
TELEPHONE CO.
& TEXAS POWER & LIGHT CO.
20' WIDE EASEMENT
VOL. 973, PG. 18
& VOL. 1595, PG. 226
O.R.W.C.T.

CITY OF ROUND ROCK
WASTEWATER LINE
EASEMENT
DOC. No. 2003119382
O.P.R.W.C.T.

BAKER-AICKLEN
"WITNESS"

LOT 2

THE RIDGE AT
ROUND ROCK REPLAT
CAB. R, SLIDE 101
P.R.W.C.T.

STA. 41+65.64
65.00' LT

STA. 42+09.71
60.00' RT

APPROXIMATE CENTERLINE
DISTURBED
"WITNESS"

CITY OF ROUND ROCK
15' WIDE PUE
VOL. 1293, PG. 169
O.R.W.C.T.

BRIAN T. &
TRINA D. DEE
(REMAINDER OF 26.864 AC.)
DOC. NO. 2008040866
O.P.R.W.C.T.

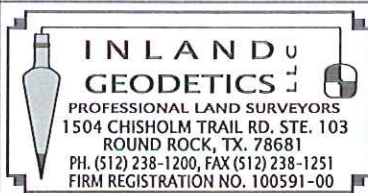
| NUMBER | DIRECTION | DISTANCE |
|--------|-------------|----------|
| L4 | S60°04'07"E | 75.25' |
| L5 | N65°15'12"W | 37.96' |
| L6 | S75°43'18"W | 100.87' |
| L7 | N70°31'37"W | 134.86' |

SEE SHEET 3
STA. 49+00.00

5
PART I
5.235 AC.
228,015 SQ. FT.

LOT 1
(79.381 AC.)

DENTENTION POOL
EASEMENT BRUSHY
CREEK WCID NO. 1
32.348 AC
EXHIBIT "B"
VOL. 1163, PG. 15
O.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF
**WC ROUND ROCK
LAND PARTNERS, LP**

**PARCEL 5
PART I**

SCALE
1" = 100'

PROJECT
N. MAYS EXTENSION

COUNTY
WILLIAMSON

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 5 OF 5

| | | | |
|---|--------------------------------------|--------------|--------------------------|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND | ℄ | CENTER LINE |
| ✱ | FENCE CORNER POST FOUND | ℄ | PROPERTY LINE |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | () | RECORD INFORMATION |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP | —/— | LINE BREAK |
| ⊛ | COTTON GIN SPINDLE FOUND | ↺ | DENOTES COMMON OWNERSHIP |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED | P.O.B. | POINT OF BEGINNING |
| X | X CUT FOUND | P.O.R. | POINT OF REFERENCE |
| ▲ | 60/D NAIL FOUND | N.T.S. | NOT TO SCALE |
| △ | CALCULATED POINT | D.R.W.C.T. | DEED RECORDS |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP | O.R.W.C.T. | OFFICIAL RECORDS |
| | STAMPED "WILCO-ROW-5050" SET | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS |
| | (UNLESS NOTED OTHERWISE) | P.R.W.C.T. | PLAT RECORDS |
| | | | WILLIAMSON COUNTY, TEXAS |

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

- I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOG. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

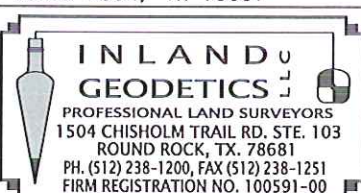
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 05/03/2017



| | ACRES | SQUARE FEET |
|--------------------|--------|-------------|
| ACQUISITION PART 1 | 5.235 | 228,015 |
| ACQUISITION PART 2 | 0.044 | 1,934 |
| TOTAL ACQUISITION | 5.279 | 229,949 |
| DEED AREA | 79.381 | 3,457,836 |
| REMAINDER AREA | 74.102 | 3,227,887 |



PARCEL PLAT SHOWING PROPERTY OF
**WC ROUND ROCK
LAND PARTNERS, LP**

| | | |
|--------------------|------------------------------|----------------------|
| SCALE 1" = 100' | PROJECT N. MAYS EXTENSION | COUNTY WILLIAMSON |
|--------------------|------------------------------|----------------------|

**PARCEL 5
PART 1**

EXHIBIT B

County: Williamson
Parcel : 5 Part 2
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 2

DESCRIPTION OF A 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO: 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDES 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 153.13 feet left of proposed North Mays Baseline Station 63+09.67, for an angle point in the common boundary line of said Lot 1 and Lot 2, Block "A", said Cypress Addition;

THENCE, with the common boundary line of said Lot 1 and Lot 2, S 23°25'30" W, for a distance of 385.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" (Grid Coordinates determined as N=10173858.65, E=3129400.11) (TxSPC Zone 4203) set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in the proposed westerly right-of-way (ROW line of North Mays (ROW width varies), for the POINT OF BEGINNING of the herein described tract;

THENCE, departing said proposed ROW line, continuing with said common boundary line the following two (2) courses:

- 1) S 23°25'30" W, for a distance of 203.88 feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN" found, being an ell corner, for the southeasterly corner of the herein described tract;
- 2) N 66°36'44" W, for a distance of 18.97 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said proposed ROW line, for the southwesterly corner of the herein described tract, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;
- 3) THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, N 28°44'26" E, for a distance of 204.77 feet to the POINT OF BEGINNING, containing 0.044 acres (1,934 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

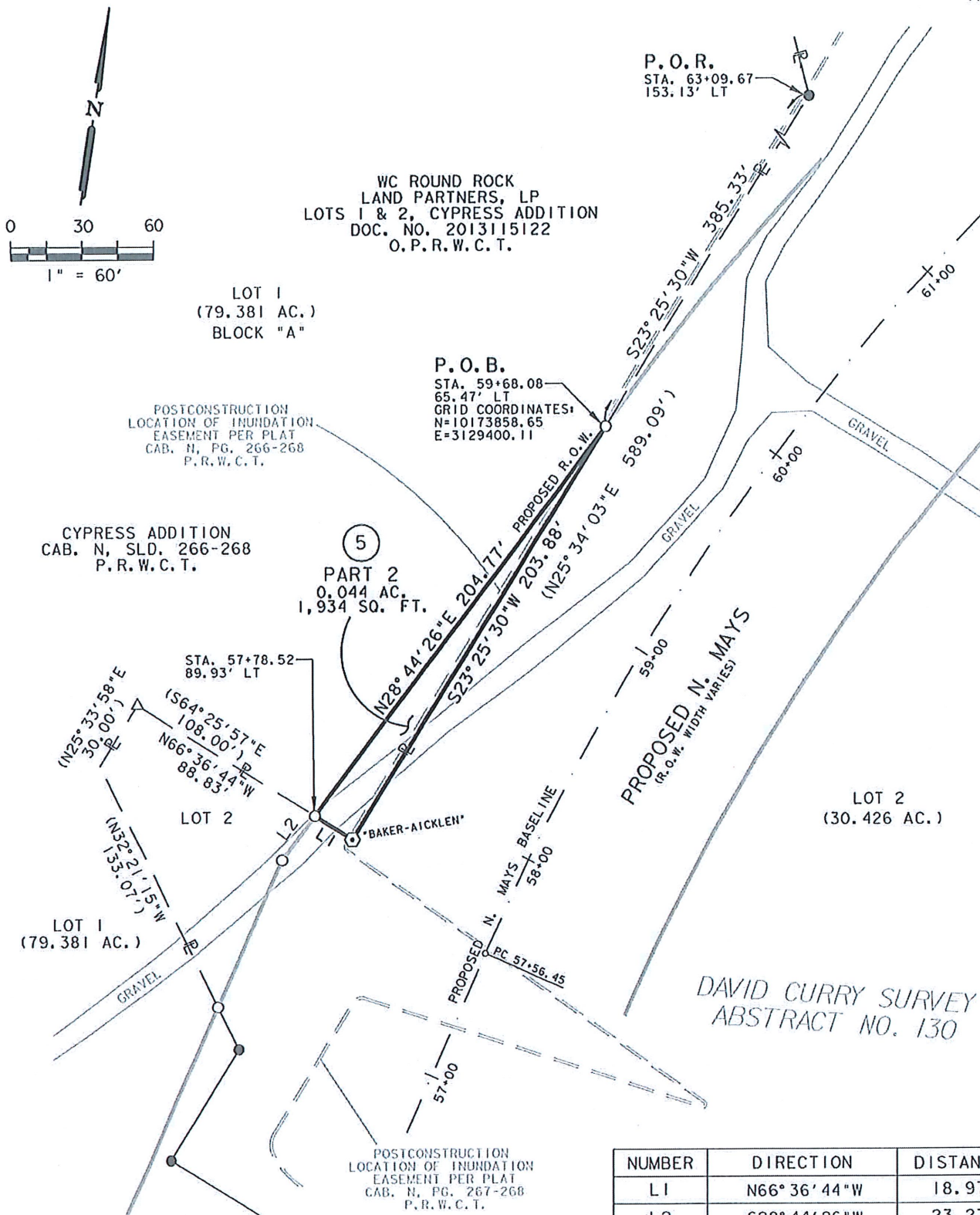
Lawrence M. Russo
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



04/28/2017
Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 2 OF 3



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

| PARCEL PLAT SHOWING PROPERTY OF | | |
|---------------------------------|------------------------------|----------------------|
| WC ROUND ROCK LAND PARTNERS, LP | | |
| SCALE 1" = 60' | PROJECT N. MAYS EXTENSION | COUNTY WILLIAMSON |

**PARCEL 5
PART 2**

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 3 OF 3

| | |
|----------------------------------------|-------------------------------------|
| ■ TXDOT TYPE I CONCRETE MONUMENT FOUND | ℄ CENTER LINE |
| ✱ FENCE CORNER POST FOUND | ℄ PROPERTY LINE |
| ● 1/2" IRON ROD FOUND UNLESS NOTED | () RECORD INFORMATION |
| ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP | — LINE BREAK |
| ⊛ COTTON GIN SPINDLE FOUND | ↯ DENOTES COMMON OWNERSHIP |
| ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED | P.O.B. POINT OF BEGINNING |
| X X CUT FOUND | P.O.R. POINT OF REFERENCE |
| ▲ 60/D NAIL FOUND | N.T.S. NOT TO SCALE |
| △ CALCULATED POINT | D.R.W.C.T. DEED RECORDS |
| ○ 1/2" IRON ROD W/ ALUMINUM CAP | O.R.W.C.T. WILLIAMSON COUNTY, TEXAS |
| STAMPED "WILCO-ROW" SET | O.P.R.W.C.T. OFFICIAL RECORDS |
| (UNLESS NOTED OTHERWISE) | P.R.W.C.T. WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

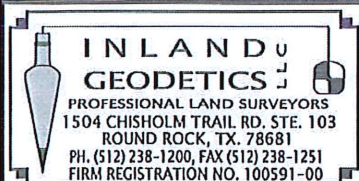
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 04/28/2017



| | ACRES | SQUARE FEET |
|--------------------|--------|-------------|
| ACQUISITION PART 1 | 5.235 | 228,015 |
| ACQUISITION PART 2 | 0.044 | 1,934 |
| TOTAL ACQUISITION | 5.279 | 229,949 |
| DEED AREA | 79.381 | 3,457,836 |
| REMAINDER AREA | 74.102 | 3,227,887 |



PARCEL PLAT SHOWING PROPERTY OF
**WC ROUND ROCK
LAND PARTNERS, LP**

| | | |
|-------------------|------------------------------|----------------------|
| SCALE 1" = 60' | PROJECT N. MAYS EXTENSION | COUNTY WILLIAMSON |
|-------------------|------------------------------|----------------------|

**PARCEL 5
PART 2**