

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

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§

Parcel No.: 6

**COUNTY OF WILLIAMSON**

§

Project: Bagdad/CR 278

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and JBS HOLDINGS. LP (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 Bagdad/CR278 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 "Exhibit A") 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 TWO HUNDRED FOUR THOUSAND FOUR HUNDRED SEVEN and 00/100 Dollars (\$204,407.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of 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 a portion 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.

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 16-285062-GT issued February 2, 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.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
  - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
  - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
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 April 6, 2018.
  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 120 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 reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals 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. Other conditions: Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

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.

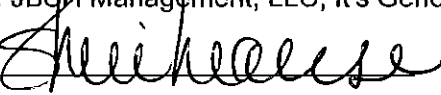
To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

JBS Holdings, LP

By: JBSH Management, LLC, It's General Partner

By:



Sheri S. Krause

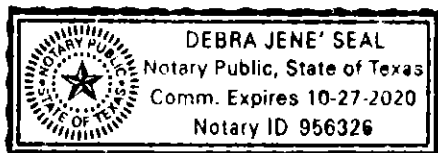
Its: Manager

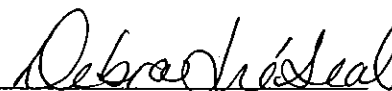
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF** Travis

This instrument was acknowledged before me on this the 21<sup>st</sup> day of February, 2018 by Sheri S. Krause, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Debra Jene Seal  
My Commission Expires: 10-27-2020

COUNTY:

WILLIAMSON COUNTY, TEXAS


By: 

Dan A. Gattis  
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 6<sup>th</sup> day of March, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

Printed Name: WENDY E. COCO

My Commission Expires 8/1/20

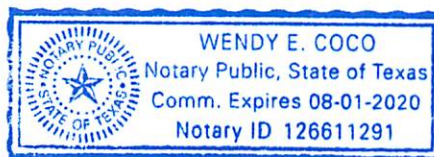


EXHIBIT A

County: Williamson  
Parcel No.: 6  
Highway: Bagdad Road  
Limits: From: 1,500' North of C.R. 278  
To: 100' South of Silver Creek Drive

**DESCRIPTION FOR PARCEL 6**

DESCRIPTION OF A 3.854 ACRE (167,874 SQ. FT.) PARCEL OF LAND, LOCATED IN THE HENRY FIELD SURVEY, ABSTRACT 233, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 99.57 ACRE TRACT OF LAND, TRACT NO. 2, DESCRIBED IN A DEED TO JBS HOLDINGS, LP, RECORDED IN DOCUMENT NUMBER 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.854 ACRE (167,874 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the south line of said remainder of a called 99.57 acre tract, same being the north line of a 6.829 acre tract of land as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX.;

**THENCE** S 87°55'30" E, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 86.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.73 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 557+97.02 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,203,935.17, E:3,059,759.68) and the southwest corner of the parcel described herein;

**THENCE** departing the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, with the proposed west right-of-way line of said Bagdad Road, over and across said remainder of a called 99.57 acre tract, the following five (5) courses and distances numbered 1-5:

- 1) N 43°14'37" E, a distance of 60.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 558+40.24,
- 2) N 01°25'43" W, a distance of 663.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 125.96 feet left of Bagdad Road E.C.S. 564+96.82,
- 3) N 01°26'02" E, a distance of 200.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.63 feet left of Bagdad Road E.C.S. 567+01.01,
- 4) N 01°25'43" W, a distance of 600.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.99 feet left of Bagdad Road E.C.S. 573+05.96, and
- 5) N 04°16'55" E, a distance of 53.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 119.42 feet left of Bagdad Road E.C.S. 573+58.91 on the north line of said remainder of a called 99.57 acre tract, same being the south line of a 126.90 acre tract of land, described as Tract No. 1 in said deed to JBS Holdings, LP, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said remainder of a called 99.57 acre tract and the southwest corner of said 126.90 acre tract bears S 69°01'35" W, a distance of 2,862.97 feet;

6) **THENCE** N 69°01'35" E, continuing with the proposed west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 126.90 acre tract, a distance of 91.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 32.96 feet left of Bagdad Road E.C.S. 573+89.11 on the existing west right-of-way line of Bagdad Road, no record information found, for the northeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 5/8-inch iron rod found on the existing west right-of-way line of said Bagdad Road, for the most easterly northeast corner of said 126.90 acre tract bears N 02°13'31" W, a distance of 754.50 feet;

**THENCE** departing both the proposed west right-of-way line of said Bagdad Road, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 7-8:

- 7) S 02°13'31" E, a distance of 354.59 feet to a calculated point 29.83 feet left of Bagdad Road E.C.S. 570+34.54, and
- 8) S 02°01'22" E, a distance of 1,234.82 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found 14.34 feet right of Bagdad Road E.C.S. 557+98.85, for the northeast corner of said 6.829 acre tract, the southeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing west right-of-way line of said Bagdad Road, for the southeast corner of said 6.829 acre tract bears S 02°01'22" E, a distance of 127.44 feet;

9) **THENCE** S 87°55'30" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 162.08 feet to the **POINT OF BEGINNING**, and containing 3.854 acres (167,874 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William R. Herring, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17<sup>th</sup> day of May, 2017.

SURVEYING AND MAPPING, LLC.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300



William R. Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas





# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.EED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

JBS HOLDINGS, LP  
REMAINDER OF A  
CALLED 99.57 AC.  
TRACT NO. 2  
DOC. NO. 2002103000  
O.P.R.W.C.TX.

WILLIAMSON COUNTY, TEXAS  
CALLED 6.829 AC.  
DOC. NO. 2014076251  
O.P.R.W.C.TX.

P.O.B.  
GRID  
N:10203935.17  
E:3059758.68  
557.97.02  
147.73' LT

S87°55'30"E  
86.16'

P.O.C.  
W/PCAP  
"WALKER 5283"

S58°40'24"  
105.00' LT

PROPOSED R.O.W.

N01°25'43"W 663.46'

⑥

HENRY FIELD SURVEY  
ABSTRACT NO. 233

ENGINEER'S CENTERLINE  
CURVE DATA  
PI STo 561+74.65  
N = 10,205.744.92  
E = 3,060.326.32  
Δ = 03°42'32" (RT)  
D = 01°08'45"  
L = 323.66'  
T = 161.88'  
R = 5,000.00'  
PC STo 560+12.76  
PT STo 563+36.42

558+00

BAGDAD ROAD  
ENGINEER'S CENTERLINE

N01°25'43"W 456.27'

PC 560+12.76

561+00

(S00°02'30"E 1,362.29')

S02°01'22"E 1,234.82'

EXISTING R.O.W.

P.O.R.  
W/PCAP  
"WALKER 5283"  
557.98.85  
14.34' RT

S02°01'22"E  
127.44'

COUNTY ROAD 279  
(BAGDAD ROAD)  
(NO RECORD FOUND)

FILE: \\scoring\ous\PROJECTS\1016036782\100\Survey\02Base\DCN V8\Parcels\p-6.1.dgn  
EXISTING \*92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT  
PAGE 4 OF 8  
REF. FIELD NOTE NO. 32406



WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Real Estate License No. 10084320

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
JBS HOLDINGS, LP  
PARCEL 6  
3.854 AC. (167,874 SQ. FT.)



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

PROPOSED R.O.W.

NO1°25'43"W 663.46'

564°56.82  
125.96' LT

NO1°26'02"E 200.25'

ENGINEER'S CENTERLINE  
CURVE DATA  
PT Std 561°-74.65  
N = 10,203,144.92  
E = 3,060,326.52  
Δ = 03°42'32" (RT)  
D = 01°08'45"  
L = 323.66'  
T = 161.88'  
R = 5,000.00'  
PC Std 560°-12.76  
PT Std 563°-36.42

(6)

HENRY FIELD SURVEY  
ABSTRACT NO. 233

ENGINEER'S CENTERLINE  
CURVE DATA  
PT Std 566°-85.74  
N = 10,200,125.72  
E = 3,060,346.70  
Δ = 04°00'00" (LT)  
D = 00°52'53"  
L = 453.79'  
T = 226.99'  
R = 5,500.00'  
PC Std 564°-59.76  
PT Std 569°-13.54

EXISTING R.O.W.

COUNTY ROAD 279  
(BAGDAD ROAD)  
(NO RECORD FOUND)

BAGDAD ROAD  
ENGINEER'S CENTERLINE

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- △ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

EXISTING R.O.W.

COPPER RIDGE INVESTMENTS, INC.

CALLED 23.14 AC.  
DOC. NO. 2016081071  
O.P.R.W.C.TX.  
CORRECTED IN  
DOC. NO. 2016092650  
O.P.R.W.C.TX.

PROPOSED R.O.W.

FILE:\\saminc\us\PROJECTS\1016036782\100\Survey\02Base\DCN V81\Parcels\p-6.2.dgn

EXISTING

\*92.846 AC.

ACQUIRE

3.854 AC.

REMAINING

88.992 AC. LEFT

PAGE 5 OF 8  
REF. FIELD NOTE NO. 32406



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0515  
Fax: (512) 326-3029  
Team From Republic No. 1004400

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
JBS HOLDINGS, LP  
PARCEL 6  
3.854 AC. (167,874 SQ. FT.)

ENGINEER'S CENTERLINE  
 CURVE DATA  
 P1 Stn 566+86.74  
 N = 10.206, 256.72  
 E = 3.060, 346.70  
 Δ = 04°00'00" (LT)  
 D = 00°52'53"  
 L = 453.79'  
 T = 226.99'  
 R = 6,900.00'  
 PC Stn 564+59.76  
 PT Stn 569+13.54

JBS HOLDINGS, LP  
 REMAINDER OF A  
 CALLED 99.57 AC.  
 TRACT NO. 2  
 DOC. NO. 2002103000  
 O.P.R.W.C. TX.



WILLIAMSON COUNTY, TEXAS

PROPOSED R.O.W.

HENRY FIELD SURVEY  
 ABSTRACT NO. 233

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- M.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

DISTANCE NOT TO SCALE  
 DEED LINE (COMMON OWNERSHIP)

(S00°02'30"E 1,362.29')  
 S02°01'22"E 1,234.82'

EXISTING R.O.W.

570+34.54  
 29.83' LT

(S00°14'30"E 354.49')  
 S02°13'31"E 354.59'

569+00

BAGDAD ROAD  
 ENGINEER'S CENTERLINE

N01°43'11"W 518.22'

571+00 DEED LINE

COUNTY ROAD 279  
 (BAGDAD ROAD)  
 (NO RECORD FOUND)

EXISTING R.O.W.

COPPER RIDGE INVESTMENTS, INC.  
 CALLED 23.14 AC.  
 DOC. NO. 2016081071  
 O.P.R.W.C. TX.  
 CORRECTED IN  
 DOC. NO. 2016092650  
 O.P.R.W.C. TX.

FILE: \\scaning\us\PROJECTS\1016036782\100\Survey\02Base\DCN V8\Parcel\SP-6.3.dgn  
 EXISTING \*92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT  
 REF. FIELD NOTE NO. 32406



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78755  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Telex: Sami 10044300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 JBS HOLDINGS, LP  
 PARCEL 6  
 3.854 AC. (167,874 SQ. FT.)

JBS HOLDINGS, LP  
REMAINDER OF A  
CALLED 99.57 AC.  
TRACT NO. 2  
DOC. NO. 2002103000  
O.P.R.W.C. TX.

JBS HOLDINGS, LP  
CALLED 126.90 AC.  
TRACT NO. 1  
DOC. NO. 2002103000  
O.P.R.W.C. TX.

HENRY FIELD SURVEY  
ABSTRACT NO. 233

# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

EXISTING R.O.W.

COUNTY ROAD 279  
(BAGDAD ROAD)  
(NO RECORD FOUND)

BAGDAD ROAD  
ENGINEER'S CENTERLINE  
NOT 43.11' W 518.22'

572-00

574-00

P.O.R.  
5/8"

(S00°14'30"E 354.49')

EXISTING R.O.W.

(S00°14'30"E 754.62')

P.O.R.  
5/8"

S02°13'31"E 354.59'

N02°13'31"W 754.50'

(S00°14'30"E 354.49')

EXISTING R.O.W.

(S00°14'30"E 754.62')

P.O.R.  
5/8"

S02°13'31"E 354.59'

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(S00°14'30"E 354.49')

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# LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N01°26'02"E	200.25'
L2	N04°16'55"E	53.25'

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVOD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285062-GT, EFFECTIVE DATE FEBRUARY 2, 2017 AND ISSUED DATE FEBRUARY 8, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
3. BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. AREA CALCULATED BY SAM, LLC.

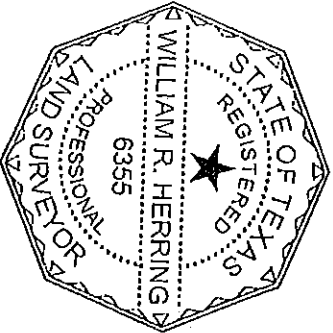
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*William R. Herring*

WILLIAM R. HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

5/17/17

DATE



JBS HOLDINGS, LP  
REMAINDER OF A  
CALLED 99.57 AC.  
TRACT NO. 2  
DOC. NO. 2002103000  
O.P.R.W.C. TX.

PARENT TRACT  
NOT TO SCALE

⑥

FILE: \\saminc\ous\PROJECTS\1016036782\100\Survey\02Base\DCN V81\Parcel\SP-6-4.dgn  
EXISTING \*92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT

PAGE 8 OF 8  
REF. FIELD NOTE NO. 32406



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Reg. No. 10044000

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
JBS HOLDINGS, LP  
PARCEL 6  
3.854 AC. (167,874 SQ. FT.)