

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 13E
GRANTEE OF WILLIAMSON § Project: Seward Junction SE/CR 255

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("Grantee"), and FORMAN FINANCIAL OF LAKELINE, LLC, a Florida limited liability company (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Seward Junction Southeast/CR 255 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 from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, driveway connection, 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 Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee 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 the Grantee agrees to postpone proceeding with the formal eminent domain process or a condemnation lawsuit to acquire the Property so that the parties may continue negotiations for a voluntary donation, purchase and/or exchange transaction. The Grantor agrees that this Agreement by the Grantee represents adequate and full compensation for the possession and use of the Property. The Grantee will be entitled to take possession and use of the Property upon recording of this document in the Real Property Records of Williamson County, subject to the other conditions in paragraph 16. below.
3. The effective date of this Agreement will be the date on which the last party executes the Agreement (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 1633969-GTN effective September 2, 2016 by Capital Title/First National Title Insurance Company, and that proper releases will be executed for the Property prior to funds being disbursed under this



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Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property, other than the executory sales contract previously disclosed to Grantee, and further agrees to indemnify the Grantee 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 Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the Grantee 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 Grantee, 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"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee'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. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee 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 Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Roadway Construction Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition. 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 Grantee 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 Grantee takes title to the Property.

BOE

11. Notwithstanding the acquisition of right of possession to the Property by the Grantee 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 Grantee 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 Grantee will record this document.
14. Other conditions: None.
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by Grantee 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 without prior advance agreement between Grantor/Tenant and Grantee.

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

[signature pages follow]

Bob

GRANTOR:

FORMAN FINANCIAL OF LAKELINE, LLC,
a Florida limited liability company

By: Brett D Forman

Printed Name: Brett D Forman

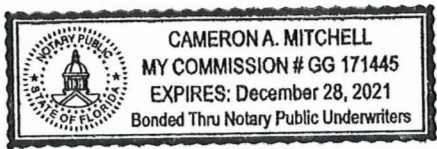
Its: Managing Member

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Palm Beach

This instrument was acknowledged before me on this the 29 day of March, 2017 by Brett Forman, in the capacity and for the purposes and consideration recited herein.



Cameron Mitchell
Notary Public, State of Florida
Printed Name: Cameron Mitchell
My Commission Expires: December 28, 2021

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: [Signature]

Printed Name: DAN A GATTIS

Its: County July

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

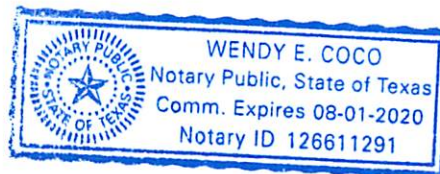
This instrument was acknowledged before me on this the 10th day of April, 2017 by Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

Wendy E. Coco

Notary Public, State of Texas

Printed Name: WENDY E. COCO

My Commission Expires



ASG

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ___ day of _____, 2017 by Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires

ASG

EXHIBIT "A"

1.3953-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

Job No. 5569-02-001
FN1867-R1(gt)
Page 1 of 5

FIELD NOTES DESCRIPTION – PARCEL DE13

DESCRIPTION OF 1.3953 ACRES (60,778 SQUARE FEET) OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, 5WS, LP SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET GG, SLIDES 7-8, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.3953 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point, 107.88 feet right of County Road 259 Engineer's Baseline Station 200+54.07, in the south right-of-way line of County Road 259, a varying width right-of-way, at the northeast corner of Lot 5 of the said 5WS, LP subdivision, same being a northern northwest corner of that certain called 2.62 acre tract of land, described in the deed to Carole Dannel Hicks and Christopher Daniel Child, of record in Document No. 2004013270, Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found in south right-of-way line of County Road 259, at the northeast corner of the said 2.62 acre tract bears N 66° 07' 55" E, a distance of 26.84 feet;

THENCE S 70° 18' 31" W, with the south right-of-way line of County Road 259, same being the north line of the said Lot 5, 5WS, LP subdivision, a distance of 576.75 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the south right-of-way line of County Road 259 and crossing the said Lot 5, 5WS, LP subdivision, with the east, south and west lines of the tract described herein, the following six (6) courses and distances:

1. S 07° 46' 55" W, a distance of 37.62 feet to calculated point of curvature,
2. with an arc of a curve to the right, having a radius of 1,250 feet, an arc distance of 220.78 feet and a chord which bears S 12° 50' 30" W, a distance of 220.49 feet to a calculated point of tangency,
3. S 17° 54' 05" W, a distance of 384.22 feet to a calculated point, for the southeast corner of the tract described herein,
4. N 72° 05' 55" W, a distance of 100.00 feet to a calculated point, for the southwest corner of the tract described herein,
5. N 17° 54' 05" E, a distance of 384.22 feet to a calculated point of curvature, and
6. with an arc of a curve to the left, having a radius of 1,150.00 feet, an arc distance of 188.69 feet and a chord which bears N 13° 12' 03" E, a distance of 188.48 feet to a calculated point in the south right-of-way line of County Road 259, same being the north line of the said Lot 5, 5WS, LP subdivision, for the northwest corner of the tract described herein, from which a 1/2-inch iron rod found, 75.06 feet right of County Road 259 Baseline Station 193+09.88, at an angle point in the south right-of-way line of County Road 259, same being the north line of the said Lot 5, 5WS, LP subdivision bears S 70° 18' 31" W, a distance of 56.09 feet;

THENCE N 70° 18' 31" E, with the south right-of-way line of County Road 259, same being the north line of the said Lot 5, 5WS, LP subdivision, and with the north line of the tract described herein, a distance of 112.81 feet to the **POINT OF BEGINNING** and containing 1.3953 acres (60,778 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

1.3953-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

Job No. 5569-02-001
FN1867-R1(gt)
Page 2 of 5

BOWMAN WORD FILE: FN1867-R1(gt)

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

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

PI STATION	= 193+09.91
DELTA	= 01°07'57" (LT)
DEGREE OF CURVE	= 05°43'46"
TANGENT	= 9.88
LENGTH	= 19.77
RADIUS	= 1,000.00
PC STATION	= 193+00.03
PT STATION	= 193+19.79

192+00

193+00

194+00

195+00

196+00

BASELINE PROP CR 259

PC 193+00.03
PT 193+19.79

WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)

Sta 193+09.88
Offset 75.06' R
S 70°18'31" W
56.09'

N 70°18'31" E
112.81'
N 70°18'31" E
745.65'

P.O.B.
S 0°46'35" W
37.62'

EXIST ROW
S 70°18'31" W
576.75'

Sta 200+54.07
Offset 107.88' R
RPLS 5784
N 66°07'55" E
26.84'



SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY,
TEXAS

JOHN B. ROBINSON
SURVEY, A-521

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- △ CALCULATED POINT
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- P.R.W.C.TX. PLAT 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

1.39653 AC.
DRAINAGE PROP EASEMENT
DB13

LOT 5
SWS, LP SUBDIVISION
CAB. GG, SLIDES 7-8,
P.R.W.C.TX.

WARRANTY DEED DOC. 2004013270, O.P.R.W.C.TX.
(2.62 AC.)
CAROLE DANNET HICKS & CHRISTOPHER DANIEL CHILD

SEE PAGE 4

FILE: \\longhorn\new_projects\0055569\junction\0055569-00-00-001 (SUR) 1 WA SE - Seward\Working\EN-Parcels\Easement\SK1867-R1.gtl CR259-DE Parcel 13-SWS LP-Lot 5.dwg



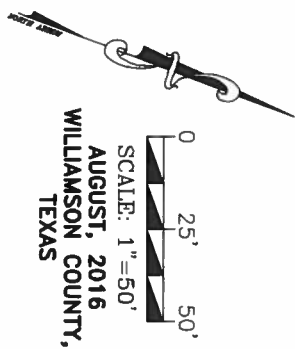
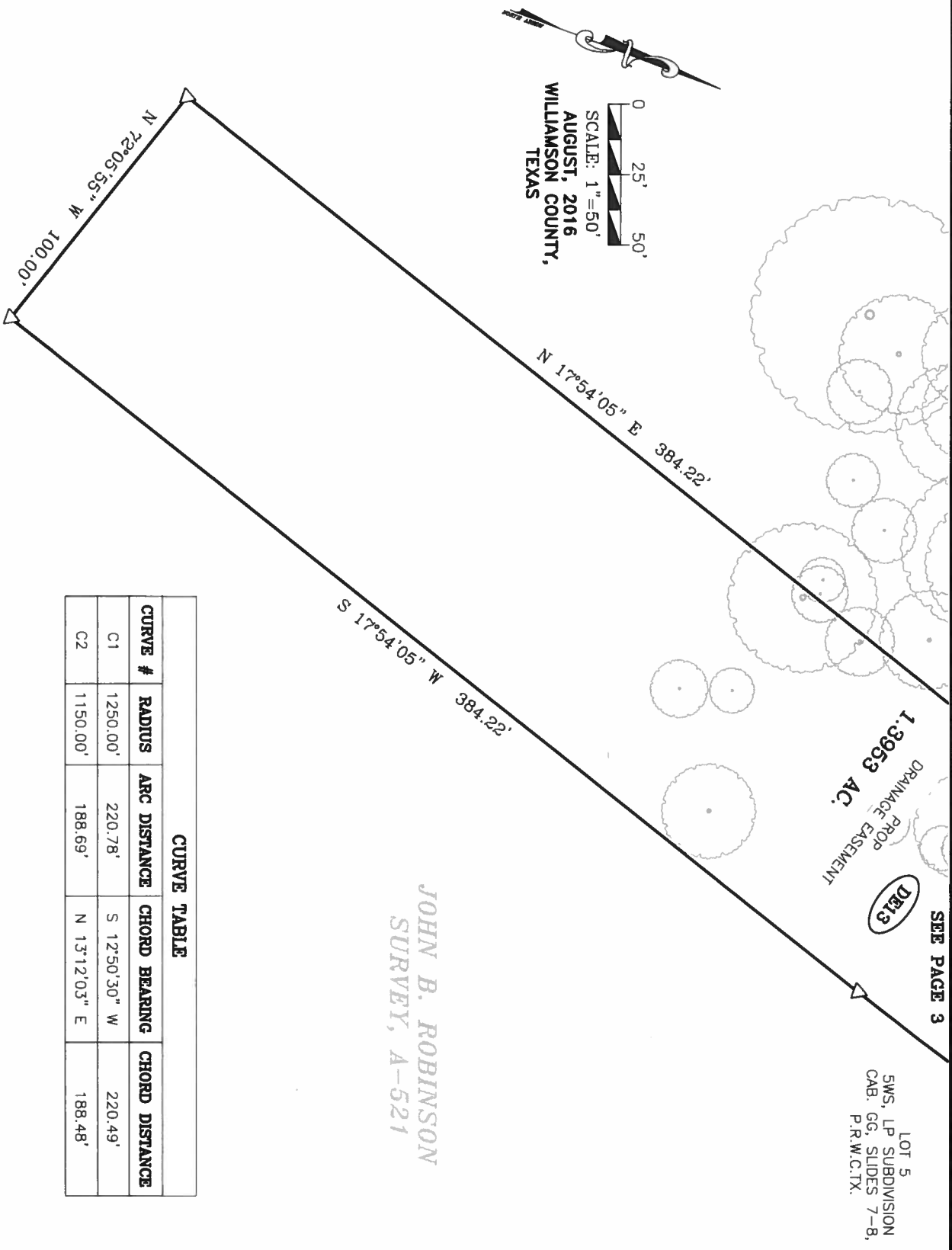
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austrn, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1867-R1

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Aug 23, 2016-5:46pm

FILE: \\lonhorn\new_projects\0055569 -- Seward Junction\0055569-02-001 (SUR) -- SE WA 1\Survey\Working\FN-Parcels\Easement\SK1867-R1(qt)_CR259-DE Parcel 13_5WS LP-Lot 5.dwg



CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1250.00'	220.78'	S 12°50'30" W	220.49'
C2	1150.00'	188.69'	N 13°12'03" E	188.48'

JOHN B. ROBINSON
SURVEY, A-521

SEE PAGE 3
1.3963 AC.
PROP
DRAINAGE EASEMENT
D113
LOT 5
SWS, LP SUBDIVISION
CAB. GG, SLIDES 7-8,
P.R.W.C.TX.

Bowman
CONSULTING

Bowman Consulting Group Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group Ltd.

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1867-R1

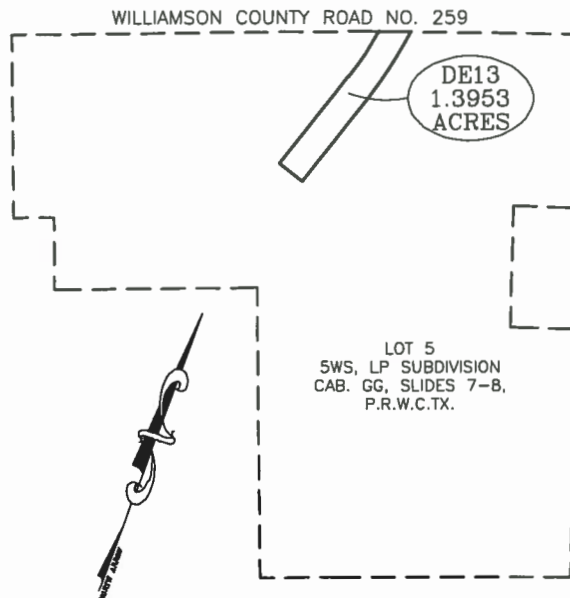
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Aug 24, 2016-7:08am

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1867-R1(1)_CR259-DE Parcel 13_5WS LP-Lot 5.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 03-06-2016.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 61.793 ACRES

PROPOSED DRAINAGE EASEMENT AREA = 1.3953 ACRES



SURVEYOR CERTIFICATION

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.

[Signature]

 JOHN D. BARNARD
 REGISTERED PROFESSIONAL LAND
 SURVEYOR NO. 5749,
 STATE OF TEXAS

[Signature] 8/24/2016

 DATE



Bowman Consulting Group, Ltd.
 3101 Bee Cave Road, Suite 100, Austin, Texas 78746
 Phone: (512) 327-1180 Fax: (512) 327-4052
 www.bowmanconsulting.com © Bowman Consulting Group Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101 206-00

**EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1867-R1**

EXHIBIT "B"

Page 1 of 2
Proj No. 22492
August 17, 2017

0.301 Acres (13,117 Sq.Ft.)
Easement
Lot 5, Block 1
5WS, LP Subdivision
Williamson County, Texas

DESCRIPTION OF

DESCRIPTION OF A 0.301 ACRE (13,117 SQUARE FOOT) TRACT OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 5, BLOCK 1, 5WS,LP SUBDIVISION, A MAP OF WHICH IS RECORDED IN DOCUMENT NUMBER 2009055392, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 5 BEING CONVEYED TO FORMAN FINANCIAL OF LAKELINE, LLC, BY SUBSTITUTE TRUSTEE'S DEED OF RECORD IN DOCUMENT NUMBER 2010012431, SAID OFFICIAL PUBLIC RECORDS, SAID 0.301 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod with cap stamped "RPLS 5784" found, on the south right-of-way line of County Road 259, a variable width roadway, no dedication found to date, for the northeast corner of that certain called 2.62 acre tract of land conveyed to Carole Dannel Hicks, of record in Document No. 2015100017, of the Official Public Records of Williamson County, Texas;

THENCE, South 65°45'47" West, with said south right-of-way line of County Road 259, a distance of 26.84 feet to a point for the northwest corner of said 2.62 acre tract of land, same point being the northeast corner of said Lot 5, Block 1;

THENCE, South 16°56'00" East, with the common line of said 2.62 acre tract of land, and said Lot 5, Block 1, a distance of 29.52 feet to a point for the most easterly southeast corner of that certain 15 foot wide utility easement of record in Document No. 2014011117, said official public record;

THENCE, with the south boundary line of said 15 foot wide utility easement, the following two (2) courses and distances:

1. South 68°33'32" West, a distance of 250.51 feet to a point;
2. South 70°05'29" West, a distance of 316.06 feet to the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said Lot 5, Block 1, the following three (3) courses and distances:

1. South 17°54'05" West, a distance of 496.56 feet, to a point;
2. South 23°01'03" West, a distance of 375.75 feet, to a point for the southeast corner of the herein described tract;
3. South 84°55'34" West, a distance of 24.03 feet, to a point on a south boundary line of said 15 foot wide utility easement, for the southwest corner of the herein described tract;

THENCE, with said south boundary line of the 15 foot wide utility easement, continuing over and across said Lot 5, Block 1, the following two (2) courses and distances:

1. North 61°24'38" East, a distance of 7.72 feet, to a point;
2. North 05°04'48" West, a distance of 11.92 feet, to a point for a corner of the herein described tract, from which point, a 1/2 inch iron rod found on said south right-of-way line of County Road 259 bears North 09°58'49" East, a distance of 793.14 feet;

MAS
08/17/2017

THENCE, continuing over and across said Lot 5, Block 1, the following three (3) courses and distances:

1. North 84°55'34" East, a distance of 7.95 feet, to a point;
2. North 23°01'03" East, a distance of 366.08 feet, to a point;
3. North 17°54'05" East, a distance of 484.25 feet, to a point on said south boundary line of the 15 foot wide utility easement, for the northwest corner of the herein described tract, from which point said 1/2 inch iron rod found on said south right-of-way line of County Road 259 bears South 70°05'29" West, 115.77 feet, South 67°08'58" West, 7.08 feet, North 24°12'34" West, 39.40 feet, South 70°18'43" West, 32.84 feet;

THENCE, North 70°05'29" East, with said south boundary line of the 15 foot wide utility easement, a distance of 18.99 feet, to the **POINT OF BEGINNING**, and containing 0.301 acres (13,117 square feet) of land, more or less, within these metes and bounds.


Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.000115.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in/on February 10, 2017, under my supervision.

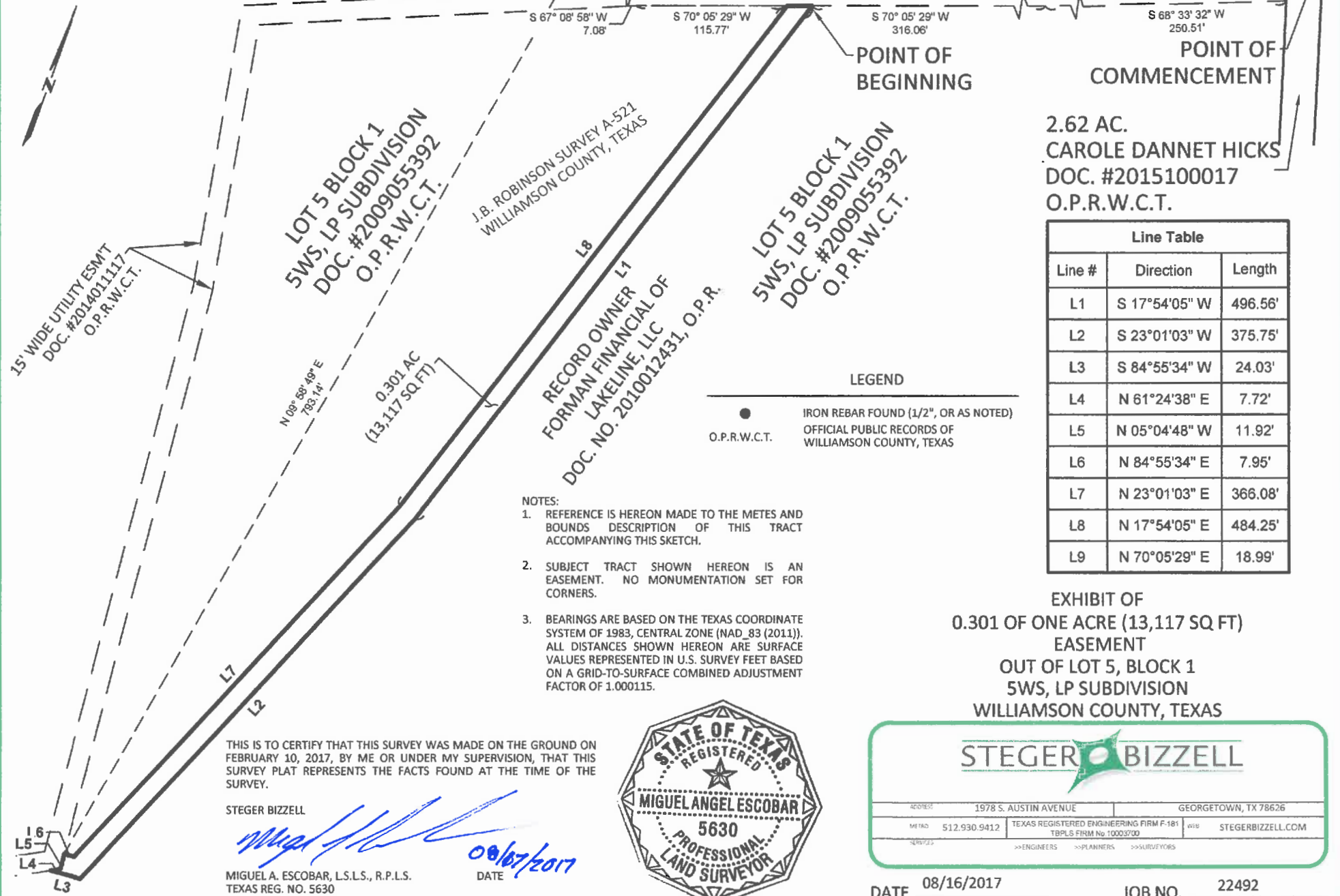
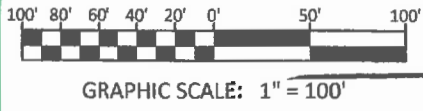
Steger & Bizzell Engineering Inc.


02/17/2017

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700



COUNTY ROAD 259 (NO DEDICATION FOUND TO DATE)
(ROW VARIES)



2.62 AC.
CAROLE DANNET HICKS
DOC. #2015100017
O.P.R.W.C.T.

Line Table		
Line #	Direction	Length
L1	S 17°54'05" W	496.56'
L2	S 23°01'03" W	375.75'
L3	S 84°55'34" W	24.03'
L4	N 61°24'38" E	7.72'
L5	N 05°04'48" W	11.92'
L6	N 84°55'34" E	7.95'
L7	N 23°01'03" E	366.08'
L8	N 17°54'05" E	484.25'
L9	N 70°05'29" E	18.99'

LEGEND

- IRON REBAR FOUND (1/2", OR AS NOTED)
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
2. SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.
3. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.000115.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON FEBRUARY 10, 2017, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL
Miguel A. Escobar
MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S. DATE 08/17/2017
TEXAS REG. NO. 5630



EXHIBIT OF
0.301 OF ONE ACRE (13,117 SQ FT)
EASEMENT
OUT OF LOT 5, BLOCK 1
5WS, LP SUBDIVISION
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700
WEBSITE	STEGERBIZZELL.COM	
SERVICES	-->ENGINEERS -->PLANNERS -->SURVEYORS	

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