

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

§

§

Parcel No.:

**COUNTY OF WILLIAMSON**

§

Project: 183 Right Turn Lane

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and BRUCE E. NAKFOOR, TRUSTEE (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 right turn lane for US 183 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" and "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 Ten and 00/100 Dollars (\$10.00). 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 partial payment 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 GF No. 2029249-KFO (and any subsequent updates prior to the Effective Date) by Independence Title, 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 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.

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.

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.

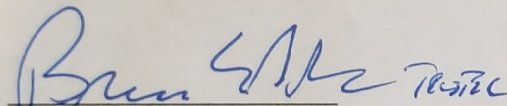
13. It is agreed the County will record this document.

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:

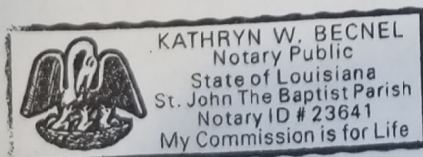
  
BRUCE E. NAKFOOR, TRUSTEE

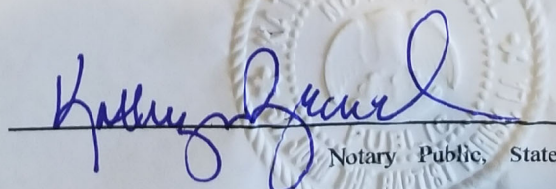
ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ LOUISIANA

COUNTY OF ST. JOHN

This instrument was acknowledged before me on this the 22 day of September, 2020 by BRUCE E. NAKFOOR, TRUSTEE, in the capacity and for the purposes and consideration recited herein.



  
\_\_\_\_\_  
Notary Public, State of Louisiana

COUNTY:

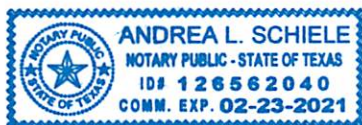
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.  
Bill Gravell, Jr.  
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 29<sup>th</sup> day of September, 2020 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Andrea L. Schiele  
Notary Public, State of Texas  
Printed Name: Andrea L. Schiele  
My Commission Expires 2/23/2021

EXHIBIT "A"

County: Williamson  
Parcel No.: 5  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

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August 11, 2020

**PROPERTY DESCRIPTION FOR PARCEL 5**

DESCRIPTION OF A 0.072 ACRE (3,144 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 20.1865 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUCE E. NAKFOOR, TRUSTEE, RECORDED OCTOBER 4, 2007 IN DOCUMENT NO. 2007085100, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.072 ACRE (3,144 SQ. FT.) PARCEL, AS SHOWN ON A PLAT 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 "Haynie Consulting" found 650.22 feet left of U.S Highway 183 (U.S. 183) Engineer's Centerline Station (E.C.S.) 632+14.18, for the southeast corner of said 20.1865 acre tract, same being an interior ell corner of a remainder of a called 262.022 acre tract of land, described in a deed to Macnak, LLC, recorded in Document No. 2007083912, O.P.R.W.C.TX.;

**THENCE** with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, the following three (3) courses and distances:

S 66°47'26" W, a distance of 273.04 feet to a 1/2-inch iron rod with a plastic cap stamped "Haynie Consulting" found, said point being the beginning of a curve to the right,

With said curve to the right, an arc distance of 262.84 feet, through a central angle 27°53'17", having a radius of 540.00 feet, and a chord that bears S 80°43'59" W, a distance of 260.25 feet to a calculated point, and

N 85°19'28" W, a distance of 91.31 feet to a Texas Department of Transportation (TXDOT) Type II bronze disk set in concrete (Surface Coordinates: N=10,218,318.58, E=3,068,312.69) 65.00 feet left of U.S. 183 E.C.S 634+04.60 on the proposed east right-of-way line of U.S. 183, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 85°19'28" W, departing the proposed east right-of-way line of said U.S. 183, continuing with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, a distance of 15.10 feet to a 1/2-inch iron rod with a plastic cap destroyed found on the existing east right-of-way line of U.S. Highway 183 (U.S. 183), a variable width right-of-way, as depicted in TXDOT right-of-way strip map CSJ No. 273-4-2, for the most westerly northwest corner of said remainder of a called 262.022 acre tract, same being the southwest corner of said 20.1865 acre tract and the parcel described herein;

2) **THENCE** N 04°40'32" E, departing the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, with the existing east right-of-way line of said U.S. 183, a distance of 208.22 feet to a calculated point on the proposed east right-of-way line of said U.S. 183, for the northwest corner of the parcel described herein;

## EXHIBIT "A"

County: Williamson  
Parcel No.: 5  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

Page 2 of 4  
August 11, 2020

**THENCE** departing the existing east right-of-way line of said U.S. 183, with the proposed east right-of-way line of said U.S. 183, over and across said 20.1865 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 85°19'28" E, a distance of 15.10 feet to a TXDOT Type II bronze disk set in concrete 65.00 feet left of U.S. 183 E.C.S. 631+96.38, and
- 4) S 04°40'36" W, a distance of 208.22 feet to the **POINT OF BEGINNING**, and containing 0.072 acres (3,144 sq. ft.) of land, more or less.

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

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, 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, on the date shown below.

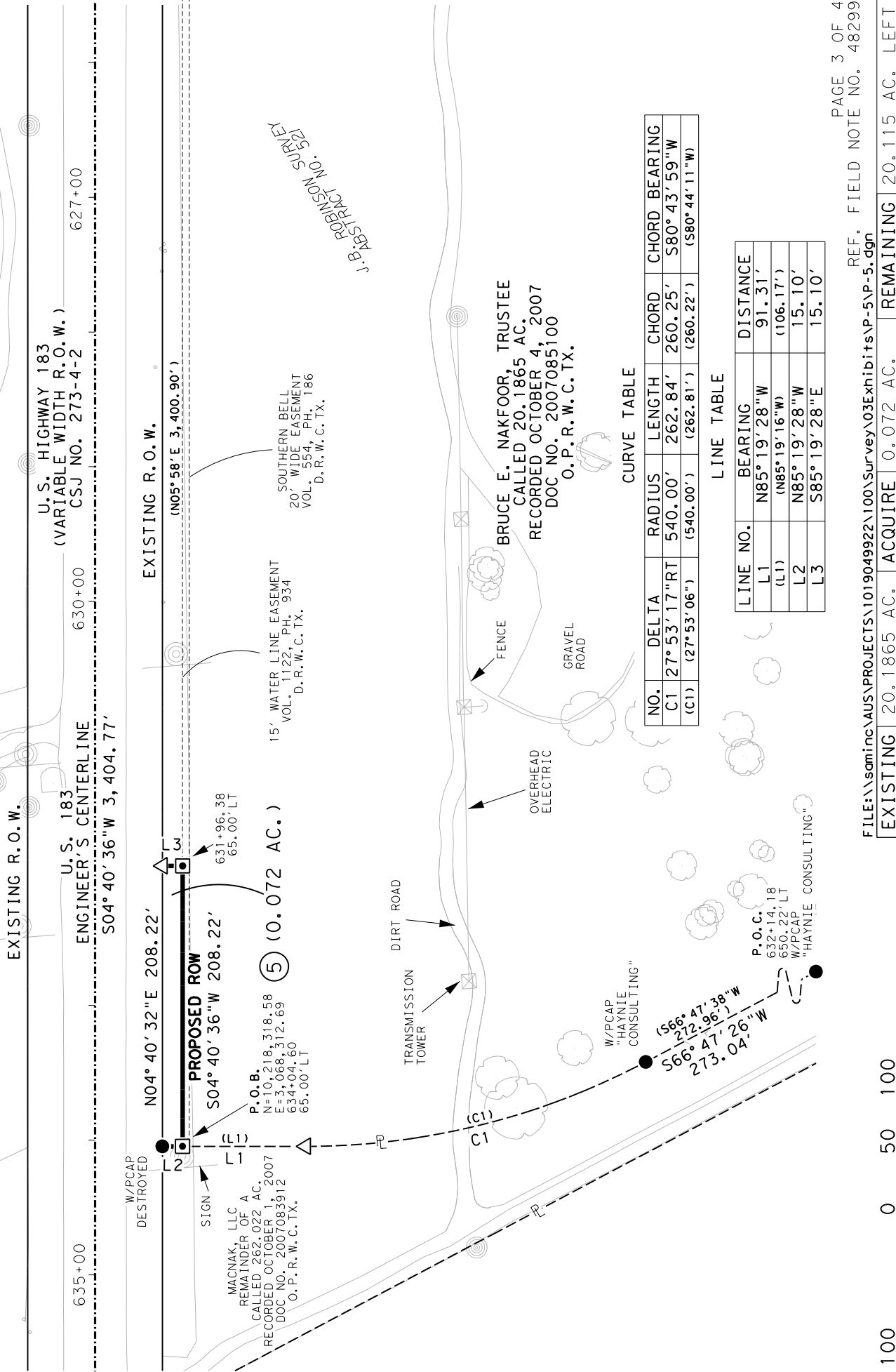
# Preliminary

THIS DOCUMENT SHALL  
NOT BE RECORDED FOR  
ANY PURPOSES

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

EXHIBIT "A"

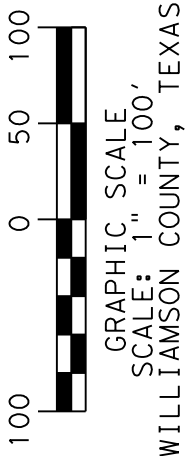


CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27° 53' 17" RT	540.00'	262.84'	260.25'	S80° 43' 59" W
(C1)	(27° 53' 06")	(540.00')	(262.81')	(260.22')	(S80° 44' 11" W)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N85° 19' 28" W	91.31'
(L1)	(N85° 19' 16" W)	(106.17')
L2	N85° 19' 28" W	15.10'
L3	S85° 19' 28" E	15.10'



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

EXISTING	20.1865 AC.	ACQUIRE	0.072 AC.	REMAINING	20.115 AC.	LEFT
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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
BRUCE E. NAKFOOR, TRUSTEE  
PARCEL 5  
0.072 AC. (3,144 SQ. FT.)

LEGEND

- TXDOT TYPE II BRONZE DISK SET IN CONCRETE
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 80D NAIL FOUND
- MAGNAIL FOUND
- SPINDLE FOUND
- RAILROAD TIE
- 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)

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.
  - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

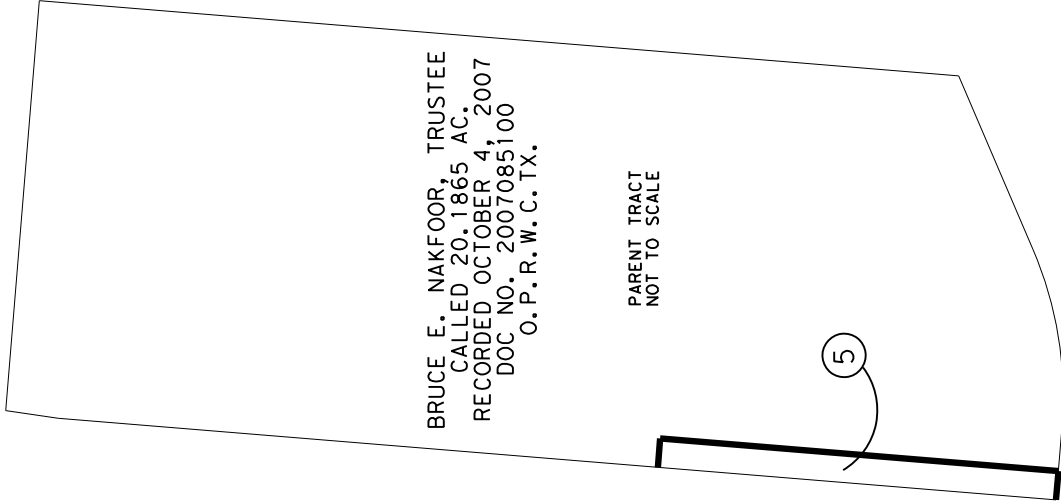
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE



EXISTING	20.1865 AC.	ACQUIRE	0.072 AC.	REMAINING	20.115 AC.	LEFT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
BRUCE E. NAKFOOR, TRUSTEE  
PARCEL 5  
0.072 AC. (3,144 SQ. FT.)

EXHIBIT "B"

County: Williamson  
Parcel No.: 6  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

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August 11, 2020

**PROPERTY DESCRIPTION FOR PARCEL 6**

DESCRIPTION OF A 0.066 ACRE (2,885 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.066 ACRE (2,885 SQ. FT.) PARCEL, AS SHOWN ON A PLAT 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 "LAI" found 732.63 feet left of U.S. 183 Engineer's Centerline Station (E.C.S.) 632+37.29 on the south line of said remainder of a called 262.022 acre tract, for the northwest corner of a called 100.00 acre tract of land, described in a deed to Ching Ruth Hsu, recorded in Document No. 2002015738, O.P.R.W.C.TX., same being the northeast corner of a called 94.35 acre tract of land, described in a deed to Zennie Lien-Fang Wey, recorded in Document No. 2012098011, O.P.R.W.C.TX.;

**THENCE** with the common line of said 94.35 acre tract and said remainder of a called 262.022 acre tract, the following two (2) courses and distance:

S 65°32'09" W, a distance of 50.63 feet to a 1/2-inch iron rod found, and

S 66°47'41" W, a distance of 705.28 feet to a Texas Department of Transportation (TXDOT) Type II bronze disk set in concrete (Surface Coordinates: N=10,218,132.02, E=3,068,297.43) 65.00 feet left of U.S. 183 E.C.S 635+91.77 on the proposed east right-of-way line of U.S. 183, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 66°47'41" W, with the proposed east right-of-way line of said U.S. 183, a distance of 17.07 feet to a TXDOT Type II bronze disk set in concrete (replaced 1/2-inch iron rod found) 49.91 feet left of U.S. 183 E.C.S 635+99.76 on the existing east right-of-way line of U.S. 183, a variable width right-of-way, as depicted in TXDOT right-of-way strip map CSJ No. 273-4-2, for the northwest corner of said 94.35 acre tract, same being the southwest corner of said remainder of a called 262.022 acre tract and of the parcel described herein;

2) **THENCE** N 04°40'32" E, departing the proposed east right-of-way line of said U.S. 183, with the existing east right-of-way line of said U.S. 183, a distance of 195.16 feet to a 1/2-inch iron rod with a plastic cap destroyed found, for the southwest corner of a called 20.1865 acre tract, described in a deed to Bruce E. Nakfoor, Trustee, recorded in Document No. 2007085100, O.P.R.W.C.TX., same being the most westerly northwest corner of said remainder of a called 262.022 acre tract and the northwest corner of the parcel described herein;

3) **THENCE** S 85°19'28" E, departing the existing east right-of-way line of said U.S. 183, with the common line of said remainder of a called 262.022 acre tract and said 20.1865 acre tract, a distance of 15.10 feet to a TXDOT Type II bronze disk set in concrete 65.00 feet left of U.S. 183 E.C.S 634+04.60 on the proposed east right-of-way line of said U.S. 183, for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found, bears S 85°19'28" E, a distance of 91.31 feet to a calculated point, said point being the beginning of a curve to the left, and with said curve to the left, an arc distance of 262.84 feet, through a central angle 27°53'17", having a radius of 540.00 feet, and a chord that bears N 80°43'59" E, a distance of 260.25 feet;

## EXHIBIT "A"

County: Williamson  
Parcel No.: 6  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

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August 11, 2020

4) **THENCE** S 04°40'36" W, departing the common line of said remainder of a called 262.022 acre tract and said 20.1865 acre tract, with the proposed south right-of-way line of said U.S. 183, over and across said remainder of a called 262.022 acre tract, a distance of 187.17 feet to the **POINT OF BEGINNING**, and containing 0.066 acres (2,885 sq. ft.) of land, more or less.

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

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear., 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, on the date shown below.

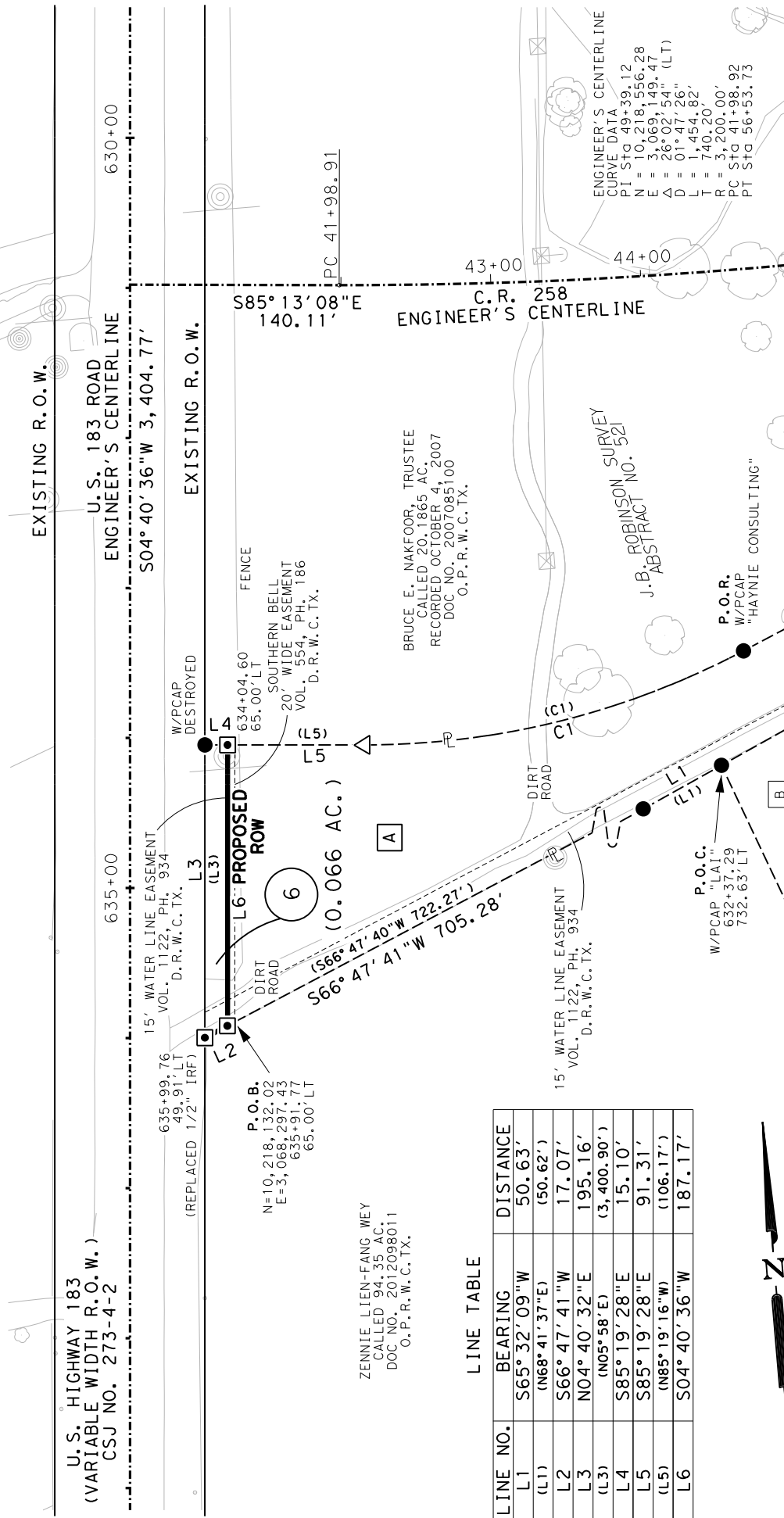
# Preliminary

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

08/11/2020 8:30:27 AM  
 Scott C. Brashear Date  
 Registered Professional Land Surveyor  
 No. 6660 – State of Texas

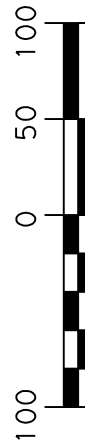
## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27° 53' 17" LT	540.00'	262.84'	260.25'	N80° 43' 59" E
(C1)	(27° 53' 06" LT)	(540.00')	(262.81')	(260.22')	(N80° 44' 11" E)



LINE NO.	BEARING	DISTANCE
L1 (L1)	S65° 32' 09" W (N68° 41' 37" E)	50.63' (50.62')
L2	S66° 47' 41" W	17.07'
L3 (L3)	N04° 40' 32" E (N05° 58' E)	195.16' (3,400.90')
L4	S85° 19' 28" E	15.10'
L5 (L5)	S85° 19' 28" E (N85° 19' 16" W)	91.31' (106.17')
L6	S04° 40' 36" W	187.17'

# N



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

The SAM logo, featuring the letters "SAM" in a bold, stylized font, with a registered trademark symbol (®) to the right.

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

0.066 AC. (2.885 SQ. FT.)

FILE: \\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\p-6\p-6.dgn

EXISTING	*18.584 AC.	ACQUIRE	REMAINING	18.518 AC. LEFT
SEE REMAINING PAGE FOR TOTAL ACRES REPRESENTED BY THIS SECTION				

PAGE 3 OF 4

EXHIBIT "A"

- NOTES:**

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.
  4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

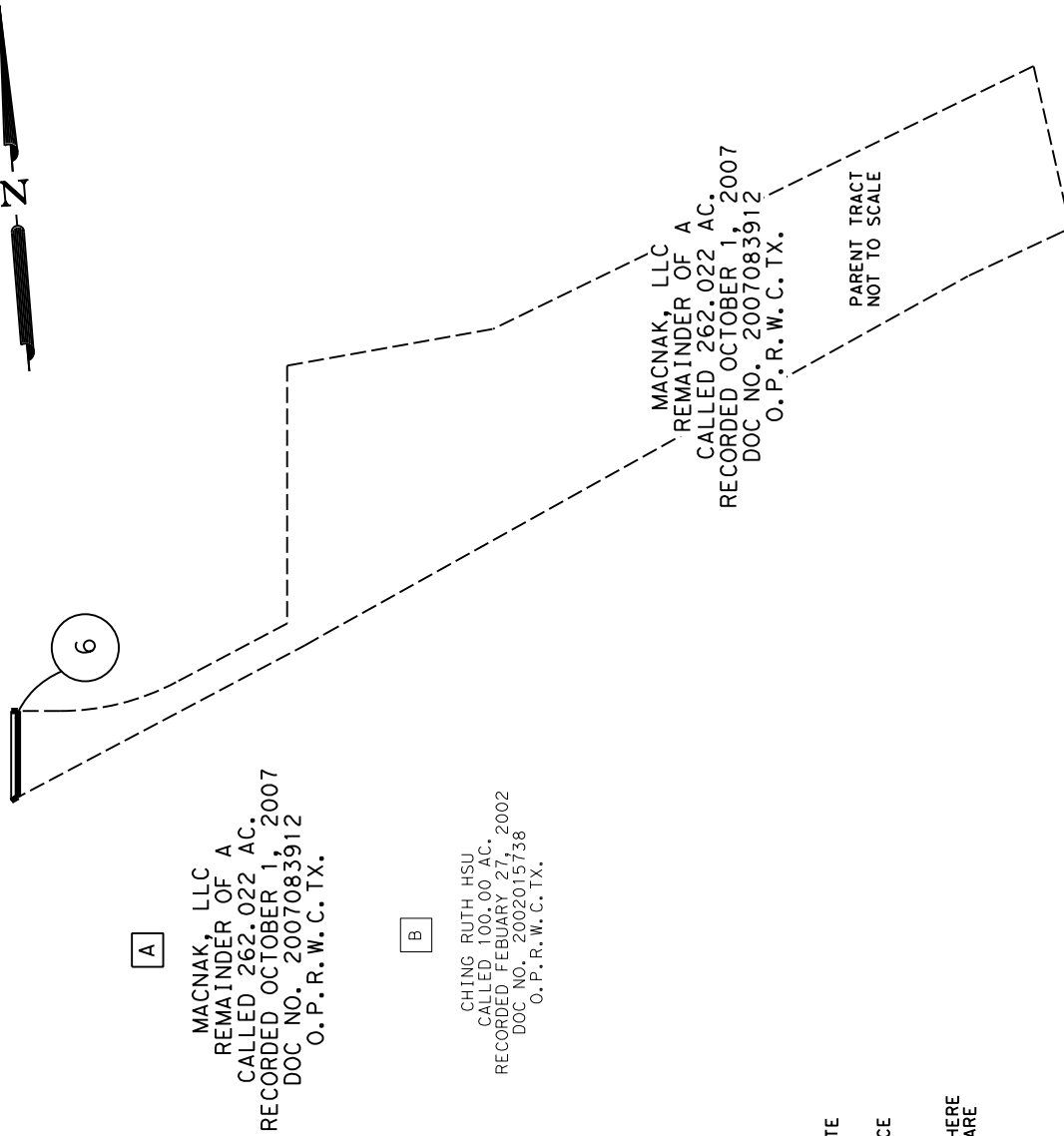
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

# Preliminary

08/11/2020 8:30:35 AM

**SCOTT C. BRASHEAR**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE \_\_\_\_\_



FILE: \\saming\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-6\P-6.dgn

REF. FIELD NOTE NO. 48298

EXISTING	*18.584 AC.	ACQUIRE	0.066 AC.	REMAINING	18.518 AC. LEFT
SEE REMAINING IN PROJECT FOR TOTAL ACRES TO BE ACQUIRED					

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

The SAM logo, featuring the letters "SAM" in a bold, stylized font, enclosed within a speech bubble shape. A registered trademark symbol (®) is located at the top left of the logo.

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
MACNAK, LLC  
PARCEL 6  
0.66 AC. (2,885 SQ. F.

0.066 AC. (2,885 SQ. FT.)