

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

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Parcel No.: 11, Parts 2 & 3

COUNTY OF WILLIAMSON

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Project: CR 111

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("Grantee"), and J.A. DAVIDSON HOLDINGS, LP, PAMELA G. MARTIN, DENNIS L. DAVIDSON, AND JAMES A DAVIDSON JR (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 Corridor C and related drainage and utility adjustments (the "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 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, utility adjustments and all related 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 Projects. 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 Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of EIGHT HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-TWO and 00/100 Dollars (\$803,682.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee 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% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee 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 Grantee 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 Grantee, the Grantor will promptly refund the overpayment to the Grantee.



★ N P U A ★

3. The effective date of this Agreement will be December 11, 2020 (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 1933226-KFO effective August 27, 2019 by Independence Title 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 Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property. The above made warranties are made by Grantor and accepted by Grantee 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 Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be February 12, 2021. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), Grantee shall tender the difference to the registry of the court within 45 (forty-five) days.
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 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.
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. Grantor's property tax obligation shall be in accordance with the Texas Tax Code Section 26.11.
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: N/A
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:

Davidson Brothers
Tenants: *Davidson Brothers PTE*

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.

As an additional form of consideration for this Agreement, Grantee agrees that it shall lease back to Grantor that additional land included in Parcel 11, Parts 1, 2 and 3, that is needed for the Ultimate Phase of the Project. Said lease shall be in accordance and have terms consistent with that certain Grazing Lease executed by the parties contemporaneously with this Agreement and is herein incorporated by reference.

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.

GRANTOR: J.A. DAVIDSON HOLDINGS, LP

By: Dennis L. Davidson, President of

J.A. Davidson, Inc., General Partner

Dennis L. Davidson

GRANTOR:

By: _____

PAMELA G MARTIN

GRANTOR:

By: Dennis L. Davidson

DENNIS L. DAVIDSON

GRANTOR:

By: James A. Davidson Jr.

JAMES A DAVIDSON JR

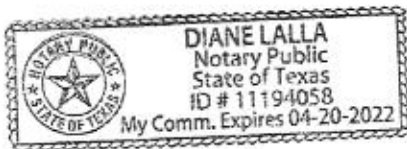
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by , in
the capacity and for the purposes and consideration recited herein.

person



Diane Lalla

Notary Public, State of Texas

Printed Name: Diane Lalla

My Commission Expires: 4-20-2022

GRANTOR: J.A. DAVIDSON HOLDINGS, LP

By: _____

GRANTOR:

By: Pamela G. Martin
PAMELA G. MARTIN

GRANTOR:

By: _____
DENNIS L. DAVIDSON

GRANTOR:

By: _____
JAMES A DAVIDSON JR

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited herein.

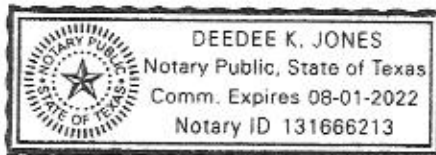
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 14th day of January, 2021 by
PAMELA G. MARTIN, in the capacity and for the purposes and consideration recited herein.



Deedee K. Jones
Notary Public, State of Texas
Printed Name: Deedee K. Jones
My Commission Expires: 08-01-2022

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by
DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.

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

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by JAMES
A DAVIDSON JR, in the capacity and for the purposes and consideration recited herein.

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

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2021 by PAMELA G. MARTIN, in the capacity and for the purposes and consideration recited herein.

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

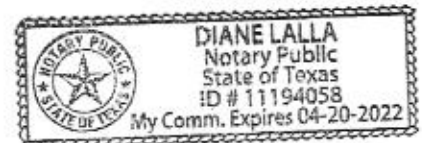
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires: 4-20-2022



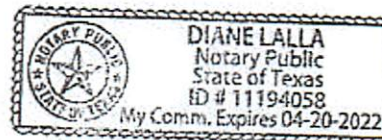
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by JAMES A DAVIDSON JR, in the capacity and for the purposes and consideration recited herein.

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires:
4-20-2022



GRANTEE:

Williamson County, TEXAS

By: Bill Gravell, Jr.
Address: 710 Main St, Ste 101
Bill Gravell, Jr.
County Judge

Georgetown, Texas 78626

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 9th day of March, 2021 by Bill Gravell,
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 2-23-2025

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 11, PART 2

DESCRIPTION OF A 29.534 ACRE (1,286,502 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), A PORTION OF THE REMAINDER OF THAT CALLED 134.09 ACRE TRACT 7 (DESCRIBED IN VOLUME 401, PAGE 217 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 CITED AND/OR DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED AND/OR DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.534 ACRE (1,286,502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point in the northerly boundary line of said remainder of the 134.09 acre Tract 7, same being in the southerly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, said boundary line established by Boundary Line and Reciprocal Easement Agreement described in Document No. 199729468 of the Official Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder of Tract 7 and said 80.35 acre tract, N 54°49'39" E for a distance of 95.50 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10206705.87, E=3158779.55 TxSPC Zone 4203) set 170.05 feet left of proposed County Road (C.R.) 106 baseline station 131+30.27 in the proposed westerly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies), being an angle point in the northerly boundary line of said remainder of Tract 7, same being the southeasterly corner of said 80.35 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, same being said proposed westerly ROW line, N 09°25'00" W for a distance of 68.75 feet to a calculated point in the approximate centerline of Mankin's Branch, being an angle point in the northerly boundary of said remainder of Tract 7, same being an angle point in the easterly boundary line of said 80.35 acre tract, also being the southwesterly corner of the remainder of that called 144.83 acre (Tract I) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 80.35 acre tract and said proposed westerly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of the 144.83 acre tract, being the approximate centerline of said Mankin's Branch the following five (5) courses:

- 2) N 27°06'42" E for a distance of 54.16 feet to an angle point;
- 3) N 16°07'22" E for a distance of 48.06 feet to an angle point;
- 4) N 03°14'25" W for a distance of 41.19 feet to an angle point;
- 5) N 20°07'23" E for a distance of 144.78 feet to an angle point;
- 6) N 29°03'44" E for a distance of 68.04 feet to a point in the proposed easterly ROW line of said C.R. 106 100.00 feet right of proposed C.R. 106 baseline station 134+40.65, for an angle point, and from which, the northeasterly corner of said remainder of Tract 7, same being the northwesterly corner of said remainder of Tract 2 bears, with said common boundary line, N 29°55'07" E at a distance of 70.7 feet;

- 7) **THENCE**, departing said remainder of the 144.83 acre boundary line, same being said approximate centerline of Mankin's Branch, through the interior of said remainder of Tract 7, with said proposed easterly ROW line, along a curve to the left, passing at an arc distance of 100.00 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 133+38.61 and continuing for a total delta angle of **06°05'36"**, a radius of **4900.00** feet, an arc length of **521.10** feet and a chord which bears **S 27°01'23" E** for a distance of **520.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 129+08.93 in the easterly boundary line of said remainder of Tract 7, same being the westerly boundary line of said remainder of Tract 2, also being in the ostensible survey line of said Woodruff Stubblefield and the J. F. Ferguson Survey, for a point of non-tangency;
- 8) **THENCE**, continuing in said proposed easterly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of Tract 2, same being said ostensible survey line, **S 20°58'46" E** for a distance of **126.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 127+83.79, for an angle point;

THENCE, departing said Tract 7, same being said ostensible survey line, through the interior of said remainder of Tract 2, with in part the proposed ROW line of said C.R. 106 and in part the proposed ROW line of Corridor C (ROW width varies), the following seven (7) courses:

- 9) **S 30°03'33" E** for a distance of **261.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline PT station 125+22.04, for the beginning of a curve to the right;
- 10) Along said curve to the right, having a delta angle of **05°56'05"**, a radius of **5080.00** feet, an arc length of **526.18** feet and a chord which bears **S 27°05'31" E** for a distance of **525.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 120+04.15 and 367.49 feet left of proposed Corridor C baseline station 233+94.01, for a point of non-tangency;
- 11) **N 85°45'20" E** for a distance of **141.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 230.20 feet left of proposed Corridor C baseline station 234+26.40, for an angle point;
- 12) **N 15°38'08" E** for a distance of **95.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set 219.22 feet left of proposed Corridor C baseline station 235+21.18, for the beginning of a curve to the left;
- 13) Along said curve to the left, having a delta angle of **06°36'21"**, a radius of **3950.00** feet, an arc length of **455.41** feet and a chord which bears **N 12°19'57" E** for a distance of **455.16** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 239+75.58, for a point of tangency;
- 14) **N 09°01'47" E** for a distance of **453.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 244+29.10, being the beginning of a curve to the right;
- 15) Along said curve to the right, having a delta angle of **01°44'33"**, a radius of **2393.00** feet, an arc length of **72.77** feet and a chord which bears **N 09°54'03" E** for a distance of **72.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, also being the southerly boundary line of that called 33.16 acre tract of land (Exhibit "C") described in Warranty Deed to the City of Georgetown recorded in Document No. 2004004043 of the Official Public Records of Williamson County, Texas, for an angle point, and from which the calculated westerly corner of said 33.16 acre tract, in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, bears, with a direct tie line, **N 65°05'11" W** at a distance of 483.94 feet;

THENCE, departing said proposed ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

- 16) **N 76°42'03" E** for a distance of **202.77** feet to a calculated angle point;
- 17) **N 85°37'01" E** for a distance of **169.96** feet to a calculated angle point;

- 18) **S 64°45'37" E** for a distance of **43.92** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 33.16 acre tract, same being the approximate centerline of said Mankin's Branch, through the interior of said remainder of Tract 2, with the proposed easterly ROW line, the following six (6) courses:

- 19) Along a curve to the left, having a delta angle of **07°59'34"**, a radius of **2007.00** feet, an arc length of **279.98** feet and a chord which bears **S 09°58'35" W** for a distance of **279.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 198.55 feet right of proposed Corridor C baseline station 243+26.35, for a point of tangency;
- 20) **S 05°58'48" W** for a distance of **508.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 225.62 feet right of proposed Corridor C baseline station 238+18.09, for an ell corner;
- 21) **S 84°01'12" E** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 255.58 feet right of proposed Corridor C baseline station 238+19.68, for an ell corner;
- 22) **S 05°58'48" W** for a distance of **371.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 275.32 feet right of proposed Corridor C baseline station 234+49.10, for the beginning of a curve to the right;
- 23) Along said curve to the right, having a delta angle of **13°00'35"**, a radius of **3080.00** feet, an arc length of **699.35** feet and a chord which bears **S 12°29'05" W** for a distance of **697.84** feet to an iron rod with aluminum cap stamped "ROW 4933" set 269.91 feet right of proposed Corridor C baseline station 227+82.93, for a point of tangency;
- 24) **S 18°59'23" W** for a distance of **226.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 262.12 feet right of proposed Corridor C baseline station 225+67.53, being in the northerly boundary line of that called 0.783 acre (Tract 2) described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;
- 25) **THENCE**, departing said proposed easterly ROW line, with the common boundary of said remainder of Tract 2 and said 0.783 acre tract, **S 73°15'41" W** for a distance of **95.91** feet to a calculated point in the ostensible easterly ROW line of C.R. 106, being the northwesterly corner of said 0.783 acre tract, same being an ell corner in the westerly boundary line of said remainder of Tract 2, for an ell corner of the herein described tract, and from which, a 1 1/4" ID pipe found, being the southwesterly corner of said remainder of Tract 2 bears **S 21°19'31" E** at a distance of 1098.17 feet;

THENCE, departing said 0.783 acre tract, with the existing ostensible easterly and northerly ROW lines of C.R. 106, generally along an existing fence, same being the westerly boundary line of said remainder of Tract 2, the following three (3) courses:

- 26) **N 21°45'33" W** for a distance of **292.83** feet to a calculated angle point;
- 27) **N 56°33'34" W** for a distance of **43.41** feet to a calculated angle point;
- 28) **S 78°24'04" W** for a distance of **22.47** feet to a large cedar fence corner post in the westerly boundary line of said remainder of Tract 2, same being the easterly boundary line of said remainder of Tract 6, for an angle point herein;
- 29) **THENCE**, departing said remainder of Tract 2, with the existing ostensible northerly ROW line of said C.R. 106, **S 75°43'07" W** for a distance of **326.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set 347.82 feet left of proposed C.R. 106 baseline station 113+57.82 and 341.12 feet left of proposed Corridor C baseline station 225+61.07 in the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

THENCE, departing said ostensible northerly ROW line of C.R. 106, through the interior of said remainder of Tract 6 and said remainder of Tract 7, with the proposed westerly ROW line of said C.R. 106, the following five (5) courses:

- 30) Along a non-tangent curve to the left, having a delta angle of **34°15'23"**, a radius of **1906.00** feet, an arc length of **1139.58** feet and a chord which bears **N 10°09'11" W** for a distance of **1122.68** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 124+72.68, for a point of tangency;
- 31) **N 29°46'35" W** for a distance of **48.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PT station 125+22.04, for an angle point;
- 32) **N 30°03'33" W** for a distance of **387.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PC station 129+09.82, for the beginning of a curve to the right;
- 33) Along said curve to the right, having a delta angle of **02°31'34"**, a radius of **5080.00** feet, an arc length of **223.98** feet and a chord which bears **N 28°47'46" W** for a distance of **223.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 131+30.27, for a point of non-tangency;
- 34) **S 62°28'01" W** for a distance of **90.05** feet to the **POINT OF BEGINNING**, containing 29.534 acre, (1,286,502 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, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

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

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

3 DEC 2019

Date



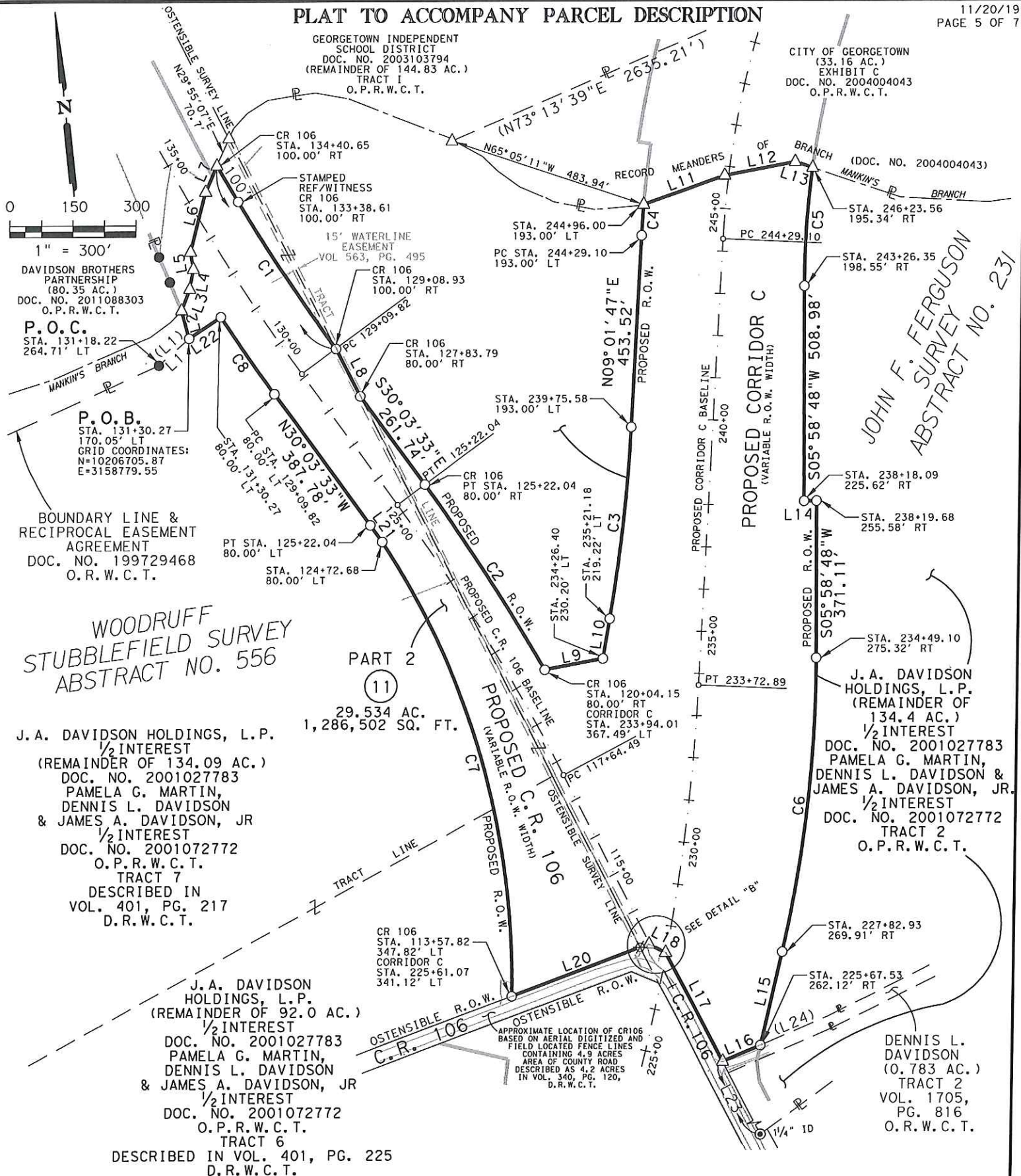
GEORGETOWN INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2003103794
(REMAINDER OF 144.83 AC.)
TRACT I
O. P. R. W. C. T.

CITY OF GEORGETOWN
(33.16 AC.)
EXHIBIT C
DOC. NO. 2004004043
O.P.R.W.C.T.

(DOC. NO. 2004004043)

A. 243+26.35
8.55' RT

JOHN F. FERGUSON
SURVEY
ABSTRACT NO. 231



PARCEL PLAT SHOWING PROPERTY OF
J. A. DAVIDSON HOLDINGS, L.P., ET AL

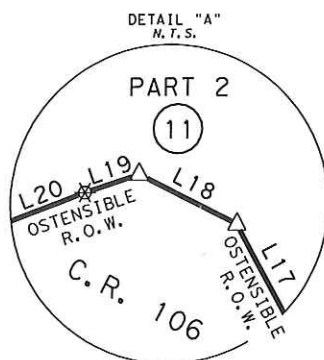
PARCEL 11
PART 2

SCALE
1" = 300'

WILLIAMSON COUNTY

PROJECT	
CORRIDOR C	

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N54° 49' 39"E	95.50'
(L1)	(N59° 56' E)	(95.50')
L2	N09° 25' 00"W	68.75'
L3	N27° 06' 42"E	54.16'
L4	N16° 07' 22"E	48.06'
L5	N03° 14' 25"W	41.19'
L6	N20° 07' 23"E	144.78'
L7	N29° 03' 44"E	68.04'
L8	S20° 58' 46"E	126.74'
L9	N85° 45' 20"E	141.06'
L10	N15° 38' 08"E	95.41'
L11	N76° 42' 03"E	202.77'
L12	N85° 37' 01"E	169.96'

NUMBER	DIRECTION	DISTANCE
L13	S64° 45' 37"E	43.92'
L14	S84° 01' 12"E	30.00'
L15	S18° 59' 23"W	226.98'
L16	S73° 15' 41"W	95.91'
L17	N21° 45' 33"W	292.83'
L18	N56° 33' 34"W	43.41'
L19	S78° 24' 04"W	22.47'
L20	S75° 43' 07"W	326.20'
L21	N29° 46' 35"W	48.58'
L22	S62° 28' 01"W	90.05'
L23	S21° 19' 31"E	1098.17'
(L23)	(S18° 58' 55"E)	(1098.17')
(L24)	(N75° 36' 45"E)	(269.0')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 05' 36"	4900.00'	521.10'	520.86'	S27° 01' 23"E
C2	05° 56' 05"	5080.00'	526.18'	525.94'	S27° 05' 31"E
C3	06° 36' 21"	3950.00'	455.41'	455.16'	N12° 19' 57"E
C4	01° 44' 33"	2393.00'	72.77'	72.77'	N09° 54' 03"E
C5	07° 59' 34"	2007.00'	279.98'	279.75'	S09° 58' 35"W
C6	13° 00' 35"	3080.00'	699.35'	697.84'	S12° 29' 05"W
C7	34° 15' 23"	1906.00'	1139.58'	1122.68'	N10° 09' 11"W
C8	02° 31' 34"	5080.00'	223.98'	223.96'	N28° 47' 46"W



PARCEL PLAT SHOWING PROPERTY OF
J.A. DAVIDSON HOLDINGS, L.P., ET AL

**PARCEL 11
PART 2**

SCALE
1" = 300'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- | | | | |
|---|--|--------------|--|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND | ℄ | PROPERTY LINE |
| □ | IRON ROD FOUND W/TXDOT ALUMINUM CAP | () | RECORD INFORMATION |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | — — | LINE BREAK |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED | ⌒ | LAND HOOK |
| ⊗ | FENCE POST FOUND | P.O.B. | POINT OF BEGINNING |
| △ | CALCULATED POINT | P.O.C. | POINT OF COMMENCEMENT |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE) | N.T.S. | NOT TO SCALE |
| ⊙ | IRON PIPE FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ⊗ | AXLE FOUND | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| | | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| | | P.R.W.C.T. | PLAT RECORDS 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.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

- 10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.
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- L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.
- M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL 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 PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

3 DEC 2019

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849



PARCEL PLAT SHOWING PROPERTY OF
J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE
1" = 300'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

**PARCEL 11
PART 2**

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 11 PART 3

DESCRIPTION OF A 1.223 ACRE (53,291 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.223 ACRE (53,291 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 1/4" ID iron pipe found, being the southwesterly corner of the remainder of said Tract 2, same being an angle point in the ostensible easterly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies);

THENCE, with the westerly boundary line of said remainder of Tract 2, same being said ostensible easterly ROW line, N 21°19'31" W for a distance of 112.78 feet to an iron rod with aluminum cap stamped "ROW 4933" set 868.25 feet right of proposed Corridor C baseline station 218+71.34 and 24.08 feet right of C.R. 106 baseline station 100+00.00 (Grid Coordinates determined as N=10203939.86, E=3160224.62 TxSPC Zone 4203), in said ostensible easterly ROW line of C.R. 106, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed easterly ROW line, with the westerly boundary line of said remainder of Tract 2, same being said ostensible existing easterly ROW line, N 21°19'31" W for a distance of 955.38 feet to a calculated ell corner in the westerly boundary line of said remainder of Tract 2, same being the southwesterly corner of that called 0.783 acre (Tract Two) tract described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing said ostensible easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 0.783 acre tract, N 73°15'41" E for a distance of 71.99 feet to an iron rod with aluminum cap stamped "ROW 4933" set 261.78 feet right of proposed Corridor C baseline station 225+32.51, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 0.783 acre tract, through the interior of said remainder of Tract 2, with said proposed easterly ROW line, the following three (3) courses:

- 3) S 01°53'29" E for a distance of 50.10 feet to an iron rod with aluminum cap stamped "ROW 4933" set 279.58 feet right of proposed Corridor C baseline station 224+88.09 and 80.00 feet right of proposed C.R. 106 baseline station 109+02.33, for an angle point;
- 4) S 21°22'42" E for a distance of 902.33 feet to an iron rod with aluminum cap stamped "ROW 4933" set 906.09 feet right of proposed Corridor C baseline station 219+06.31 and 80.00 feet right of proposed C.R. 106 baseline station 100+00.00, for the southeasterly corner of the herein described tract;
- 5) S 68°37'18" W for a distance of 55.92 feet to the **POINT OF BEGINNING**, containing 1.223 acre, (53,291 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, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

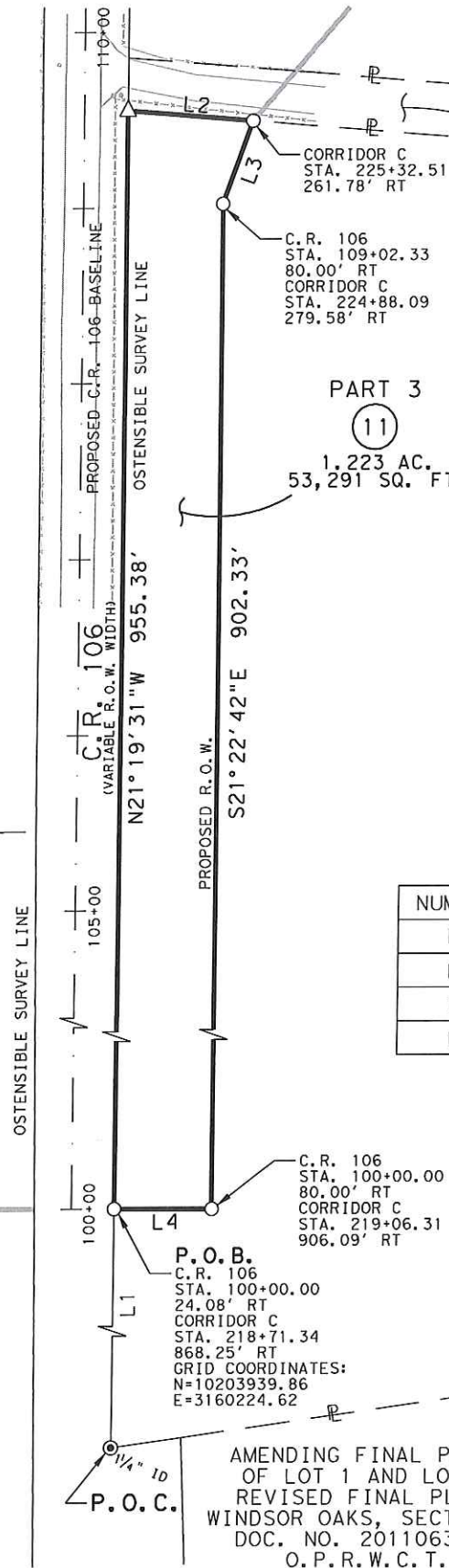
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

3 DEC 2019
Date



Diagram illustrating the Proposed Corridor C Baseline. The baseline is shown as a horizontal line segment. Stationing is marked at 223+00 and 224+00. The text "PROPOSED CORRIDOR C BASELINE" is written above the line.



0 50 100

1" = 100'

11
1.223 AC.
53,291 SQ. FT.

J. A. DAVIDSON HOLDINGS, L.P.
(REMAINDER OF
134.4 AC.)
1/2 INTEREST
DOC. NO. 2001027783
PAMELA G. MARTIN,
DENNIS L. DAVIDSON &
JAMES A. DAVIDSON, JR.
1/2 INTEREST
DOC. NO. 2001072772
TRACT 2
O. P. R. W. C. T.

NUMBER	DIRECTION	DISTANCE
L1	N21° 19' 31"W	112.78'
L2	N73° 15' 41"E	71.99'
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WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT NO. 556

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

LOT 1
(5.239 AC.)

AMENDING FINAL PLAT
OF LOT 1 AND LOT 2
REVISED FINAL PLAT
WINDSOR OAKS, SECTION 2
DOC. NO. 2011063932
O. P. R. W. C. T.

J. A. DAVIDSON
HOLDINGS, L.P., ET AL

PARCEL 11
PART 3

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT CORRIDOR C	
-----------------------	--

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 3\PARCEL 11-PART 3-DAVIDSON-REV.dgn

INLAND
GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 3 OF 3

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
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PARCEL PLAT SHOWING PROPERTY OF

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HOLDINGS, L.P., ET AL**

**PARCEL 11
PART 3**

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1" = 200'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C