

**REAL ESTATE CONTRACT**  
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM 3349 HOLDINGS, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 5.587 acre (243,380 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 64P1**); and

All of that certain 0.289 acre (12,586 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 64P2**); and

Waterline easement interest in and across all of that certain 0.465 acre (20,261 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 64P1-WE**); and

Waterline easement interest in and across all of that certain 0.014 acre (625 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 64P2-WE**); and

Pipeline easement interest in and across all of that certain 0.581 acre (25,322 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "E", attached hereto and incorporated herein (**Parcel 64P1-GE**); and

Pipeline easement interest in and across all of that certain 0.018 acre (780 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "F", attached hereto and incorporated herein (**Parcel 64P2-GE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the portion of the Property described in Exhibits "A-B", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FOUR HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY-NINE and 00/100 Dollars (\$423,589.00).

2.02. The Purchase Price for the easement interest in and across the Property described in Exhibits "C-D", shall be the sum of SEVENTEEN THOUSAND THREE HUNDRED THIRTY-SIX and 00/100 Dollars (\$17,336.00).

2.03. The Purchase Price for the easement interest in and across the Property described in Exhibits "E-F", shall be the sum of THIRTY THOUSAND FIVE HUNDRED EIGHTY and 00/100 Dollars (\$30,580.00).

### **Payment of Purchase Price**

2.04. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

### **Special Provisions and Additional Consideration**

2.05. As additional consideration for the Property, and as an obligation of the parties which shall survive the Closing of this transaction, Purchaser agrees that in connection with the construction of the proposed Southeast Loop/FM3349 roadway improvement project ("Project") it shall at its sole expense cause the installation of two (2) steel utility sleeve casings twenty-four (24) inches in diameter, in the roadway plan Station locations and at the minimum vertical depth

alignments as shown in Exhibit “G” attached hereto and incorporated herein, or as otherwise agreed to between Seller and Purchaser in writing prior to construction of the Project.

2.06. As additional consideration for the Property, Purchaser agrees that there are two (2) potential access points available according to TxDOT guidelines in the areas shown on Exhibit G but all access points must be approved by the applicable approving authority at the time of application.

### **ARTICLE III PURCHASER’S OBLIGATIONS**

#### **Conditions to Purchaser’s Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller’s knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-B", deliver to Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibits "B-C", and deliver to Flint Hills Resources Corpus Christi, LLC a duly executed and acknowledged amendment to pipeline easement right of way, all free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "H" attached hereto. The Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "I" attached hereto. The Amendment to Flint Hills Resources Corpus Christi, LLC shall be in the form as shown in Exhibit "J".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;



- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

**FM 3349 HOLDINGS, LLC**

By: R.B. 

Address: 400 TALKEETNA LANE

Name: R. BRENT JONES


CEGAR PARK TX 78613

Its: GENERAL PARTNER

Date: 7/20/21

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By:   
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: Jul 27, 2021

**A**  
**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 64 PART 1**

DESCRIPTION OF A 5.587 ACRE (243,380 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.587 ACRE (243,380 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,166,487.34, E=3,191,963.27 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), and the beginning of an Access Denial Line (ADL), being an angle point in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819", being an ell corner in the easterly boundary line of said remainder of the 64.814 acre tract, same being the northwesterly corner of said 10.00 acre tract bears N 82°33'34" W, at a distance of 599.27 feet;

**THENCE**, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

- 1) With said ADL, along a curve to the left, having a delta angle of **10°18'16"**, a radius of **5,065.00** feet, passing at an arc length of 312.00 feet an iron rod with aluminum cap stamped "ADL" being the end of the ADL and continuing for a total arc length of **910.92** feet and a chord which bears **N 12°48'55" E**, for a distance of **909.70** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;
- 2) **N 07°39'47" E**, for a distance of **102.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being in the northerly boundary line of said remainder of the 64.814 acre tract, same being the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- 3) **THENCE**, departing said proposed westerly ROW line, with the southerly boundary line of said 80.00 acre tract, same being the northerly boundary line of said remainder of the 64.814 acre tract, **S 82°46'43" E**, at a distance of 209.86 feet, pass a leaning 2 inch I.D. pipe standing about 1½ feet above the ground, and continuing for a total distance of **215.01** feet to a broken TxDOT Type 1 ROW monument found in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Pg. 280 of the Deed Records of Williamson County, Texas, also being the southeasterly corner of said 80.00 acre tract and the northeasterly corner of said remainder of the 64.814 acre tract, for the northeasterly corner of the herein described parcel;



- 4) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said remainder of the 64.814 acre tract, same being the westerly line of said 4.8614 acre ROW tract, and in part the westerly line of that called 7.2773 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 359 of the Deed Records of Williamson County, Texas, **S 07°26'05" W**, a distance of **1,008.64** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said remainder of the 64.814 acre tract, same being the northeasterly corner of said 10.00 acre tract, for the southeasterly corner of the herein described parcel;
- 5) **THENCE**, departing said existing westerly ROW line, with the easterly boundary line of said remainder of the 64.814 acre tract, same being the northerly boundary line of said 10.00 acre tract, **N 82°33'34" W**, for a distance of **300.71** feet to the **POINT OF BEGINNING**, containing 5.587 acre, (243,380 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 312.00 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

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

*23 June 2021*  
Date



## PLAT TO ACCOMPANY DESCRIPTION

MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
FOURTH TRACT 80 ACRES  
VOL. 656, PG. 142  
D.R.W.C.T.

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

WATKINS NOBLES SURVEY  
ABSTRACT No. 484

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	10°18'16"	5,065.00'	910.92'	909.70'	N12°48'55"E

FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. No. 2006048396  
O.P.R.W.C.T.

**P.O.B.**

GRID COORDINATES:  
N=10,166,487.34  
E=3,191,963.27

**PART I**

**64**  
5.587 AC.  
243,380 SQ.FT.

CITY OF HUTTO, TEXAS  
TRACT 1 10.00 ACRES  
DOC. NO. 2017098333  
O.P.R.W.C.T.

REV: 06/23/2021



SCALE  
1" = 200'

PARCEL PLAT SHOWING PROPERTY OF  
**FM 3349 HOLDINGS, LLC**

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PART 1**  
**PARCEL 64**

PAGE 3 OF 4



## PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
—	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP	—     —	ACCESS DENIAL LINE

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

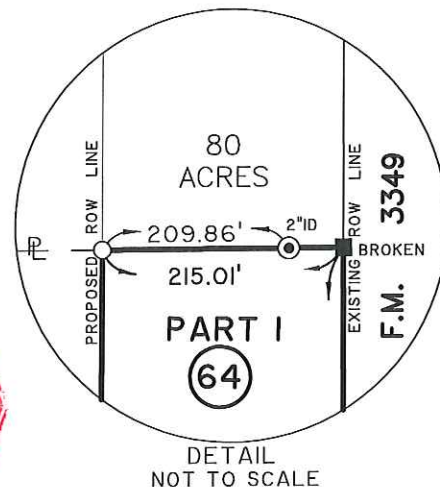
M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY  
A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 23 June 2021

M. STEPHEN TRUESDALE DATE  
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, TEXAS 78681



DETAIL  
NOT TO SCALE

REV: 06/23/2021



PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PART 1  
PARCEL 64  
PAGE 4 OF 4



**EXHIBIT B**  
**PROPERTY DESCRIPTION FOR PARCEL 64 – Pt. 2**

DESCRIPTION OF A 0.289 ACRE (12,586 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.289 ACRE (12,586 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,166,022.09, E=3,191,786.70 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933 ADL", being the beginning of an Access Denial Line (ADL), bears, along said curving proposed westerly ROW line, having a delta angle of 00°19'41", a radius of 5,065.00 feet, an arc length of 29.00 feet and a chord which bears N 23°25'49" E, at a distance of 29.00 feet, and also from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 484.40 feet;

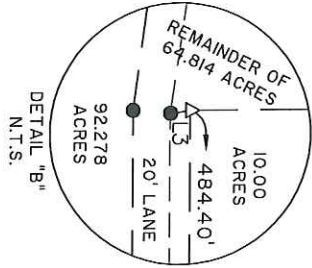
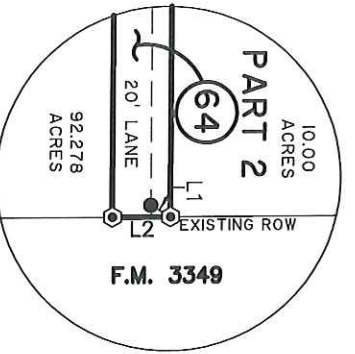
- 1) **THENCE**, with said common boundary line, **S 82°11'30" E**, for a distance of **415.63** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract in the existing westerly ROW line of FM 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, in the northerly line of that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas bears S 38°13'07" W, at a distance of 11.82 feet;
- 2) **THENCE**, departing said 10.00 acre tract, with said 64.814 acre tract and said existing westerly ROW line, **S 07°26'06" W**, for a distance of **29.96** feet to an iron rod with plastic cap (unreadable) found, being the southeasterly corner of said remainder of the 64.814 acre tract, same being the northeasterly corner of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said 20' wide access easement, for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, departing said proposed westerly ROW line, with the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement, **N 82°11'38" W**, for a distance of **424.40** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement bears N 82°11'38" W, at a distance of 475.64 feet;

-



# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'10"	5,065.00'	31.8'	31.8'	N23°46'34"E
C2	00°19'41"	5,065.00'	29.00'	29.00'	N23°25'49"E



CITY OF HUTTO, TEXAS  
TRACT 1  
10.00 ACRES  
DOC. NO. 2017098333  
O.P.R.W.C.T.

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

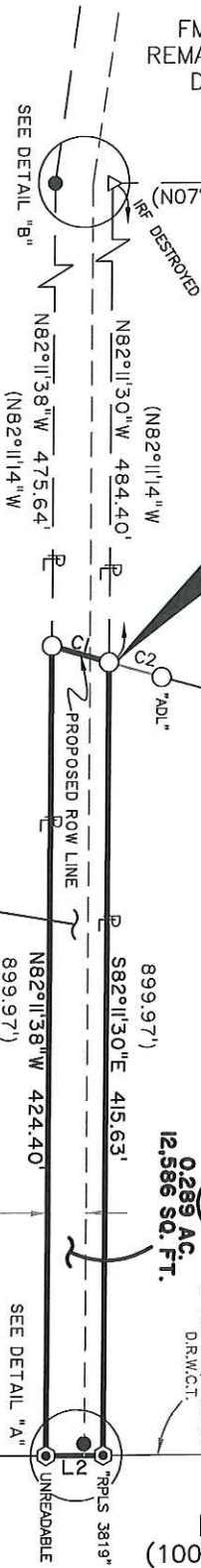
FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. NO. 2006048396  
O.P.R.W.C.T.

PART 2

0.289 AC.  
12,586 SQ. FT.

TEXAS POWER &  
LIGHT COMPANY  
VOL. 282, PG. 345  
& VOL. 448, PG. 565  
D.R.W.C.T.

F.M. 3349  
(100' R.O.W. WIDTH)



0.84 AC. 20' WIDE LANE  
DESCRIBED IN  
TRACT No. 3  
VOL. 347, PG. 145  
D.R.W.C.T.  
AND CITED AS BEING  
AN ACCESS EASEMENT IN  
VOL. 1066, PG. 457  
O.R.W.C.T.

FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. NO. 2006048396  
O.P.R.W.C.T.

WALNUT CORNER, LLC  
92.278 ACRES  
DOC. NO. 2003043723  
O.P.R.W.C.T.

LINE	TABLE	
L1	S38°13'07"W	11.82'
L2	S07°26'06"W	29.96'
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')



SCALE  
1" = 100'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

PARCEL 64  
PART 2

06/23/2021

WATKINS NOBLES SURVEY  
ABSTRACT No. 484

## LEGEND

## PLAT TO ACCOMPANY DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	PROPERTY LINE	P.R.W.C.T. PLAT RECORDS
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	LINE BREAK	WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	DENOTES COMMON OWNERSHIP	D.R.W.C.T. DEED RECORDS
■	TADOT TYPE I CONCRETE MONUMENT FOUND	P.O.B. POINT OF BEGINNING	O.R.W.C.T. OFFICIAL RECORDS
△	CALCULATED POINT	P.O.R. POINT OF REFERENCE ( ) RECORD INFORMATION	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			WILLIAMSON COUNTY, TEXAS
			ACCESS DENIAL LINE

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 GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION

*M. Stephen Truesdale* 23 June 2021

M. STEPHEN TRUESDALE DATE  
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, TEXAS 78681



06/23/2021

PARCEL PLAT SHOWING PROPERTY OF  
**FM 3349 HOLDINGS, LLC**

**PARCEL 64  
PART 2**



SCALE  
1" = 100'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 4 OF 4



**C**  
**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 64-W.E.**

DESCRIPTION OF A 0.465 ACRE (20,261 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.465 ACRE (20,261 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set, in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northeasterly corner of said 10.00 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, S 82°33'34" E, at a distance of 300.71 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°33'34" W**, for a distance of **20.34** feet to the calculated southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears **N 82°33'34" W**, at a distance of 578.92 feet;

**THENCE**, departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

- 2) Along a curve to the left, having a delta angle of **10°20'48"**, a radius of **5,045.00** feet, an arc length of **911.04** feet and a chord which bears **N 12°50'11" E**, for a distance of **909.80** feet to the calculated point of tangency;
- 3) **N 07°39'47" E**, for a distance of **101.96** feet to a calculated point in the northerly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- 4) **THENCE**, with said common boundary line, **S 82°46'43" E**, for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 ROW monument found in said existing westerly ROW line of F.M. 3349, being the northeasterly corner of said remainder of the 64.814 acre tract, same being the southeasterly corner of said 80 acre tract bears **S 82°46'43" E**, at a distance of 209.86, pass a leaning 2 inch diameter pipe standing about 1 ½ feet above ground, and continuing for a total distance of 215.01 feet;

**THENCE**, departing said 80.00 acre tract, through the interior of said remainder of the 64.814 acre tract, with said proposed westerly ROW line, the following two (2) courses:

- 5) **S 07°39'47" W**, for a distance of **102.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a tangent curve to the right;

County: Williamson  
Parcel: 64 W.E.  
Project: FM 3349

March 24, 2021  
Page 2 of 4

- 6) Along said curve to the right, having a delta angle of **10°18'16"**, a radius of **5,065.00** feet, passing at an arc length of 598.92 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line "ADL" and continuing for a total arc length of **910.92** feet and a chord which bears **S 12°48'55" W**, for a distance of **909.70** feet being the end of said ADL, to the **POINT OF BEGINNING**, containing 0.465 acre, (20,261 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 312.00 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

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*

*8 APR 2021*

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

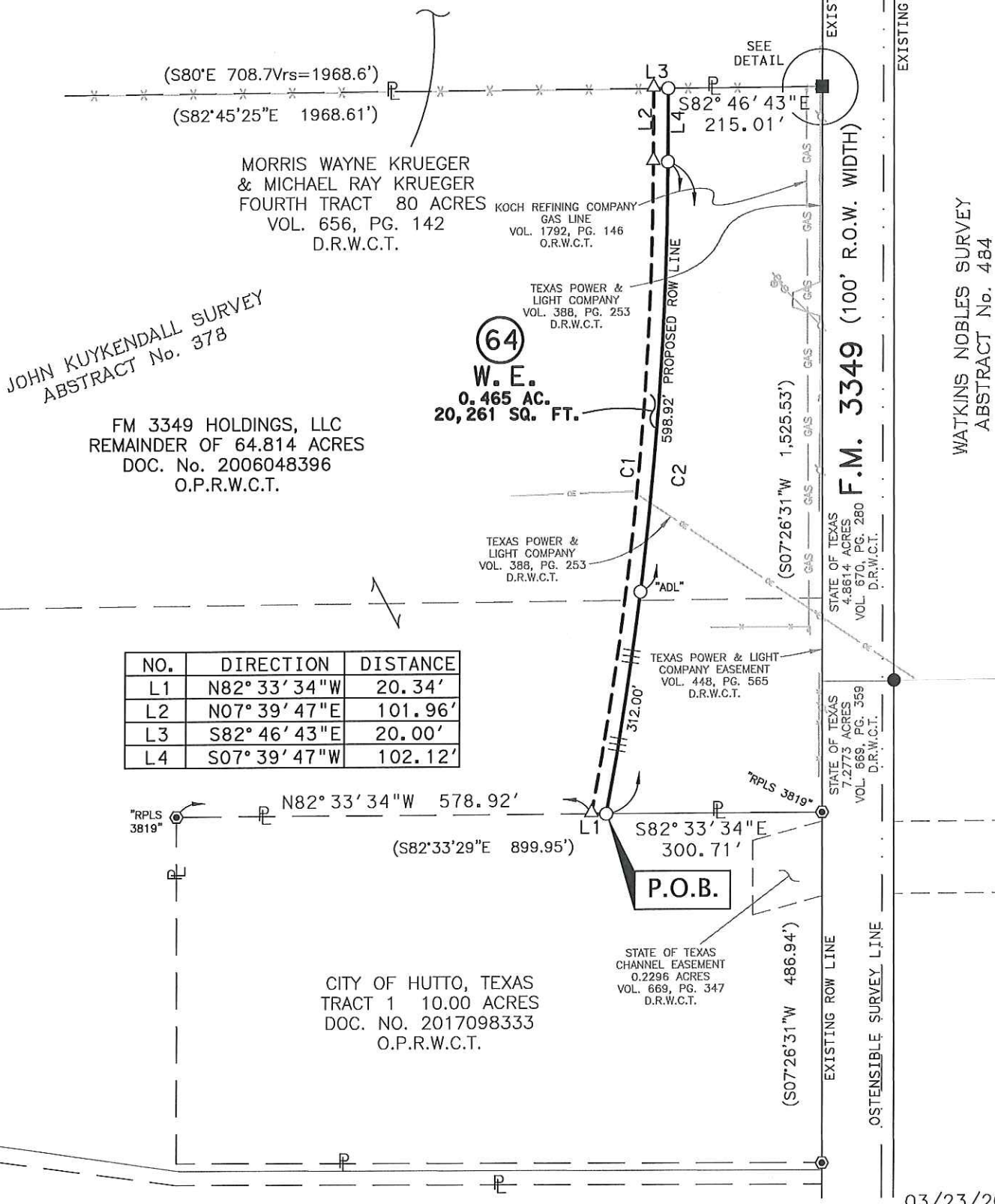
Date





## PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 20' 48"	5045.00'	911.04'	909.80'	N12° 50' 11"E
C2	10° 18' 16"	5065.00'	910.92'	909.70'	S12° 48' 55"W



## PLAT TO ACCOMPANY DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
ℙ	PROPERTY LINE	WILLIAMSON COUNTY, TEXAS	
— —	LINE BREAK	O.R.W.C.T.	OFFICIAL RECORDS
—  —	DENOTES COMMON OWNERSHIP	WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	
		—     —	ACCESS DENIAL LINE

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 GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

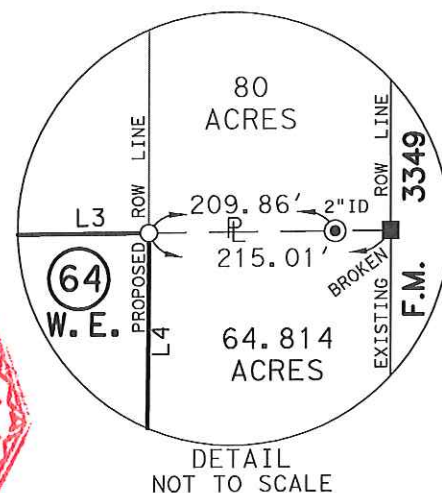
L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY  
A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 8 APR 2021  
M. STEPHEN TRUESDALE DATE  
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, TEXAS 78681



03/23/2021



PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 64  
W.E.

PAGE 4 OF 4



**D**  
**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 64 Pt. 2-W.E.**

DESCRIPTION OF A 0.014 ACRE (625 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (625 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,166,022.09, E=3,191,786.70 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said remainder of the 64.814 acre tract, same being the southerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract in the existing westerly ROW line of FM 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears S 82°11'30" E, at a distance of 415.63 feet;

- 1) **THENCE**, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said remainder of the 64.814 acre tract and also through that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, along said curve to the right, having a delta angle of 00°21'10", a radius of 5,065.00 feet, an arc length of 31.18 feet and a chord which bears S 23°46'34" W, for a distance of 31.18 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 64.814 acre tract and said access easement, same being the northerly boundary line of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap (unreadable) found in said existing westerly ROW line of FM 3349, being the southeasterly corner of said remainder of the 64.814 acre tract and said access easement, same being the northeasterly corner of said 92.278 acre tract, bears S 82°11'38" E, at a distance of 424.40 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said remainder of the 64.814 acre tract, said access easement and said 92.278 acre tract, N 82°11'38" W, for a distance of 20.82 feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said access easement bears N 82°11'38" W, at a distance of 454.95 feet;
- 3) **THENCE**, departing said 92.278 acre tract, through the interior of said remainder of the 64.814 acre tract, crossing said access easement along a curve to the right, having a delta angle of 00°21'15", a radius of 5,045.00 feet, an arc length of 31.19 feet and a chord which bears N 23°50'28" E, for a distance of 31.19 feet to a calculated point in said easterly boundary line of the remainder of the 64.814 acre tract, same being in said southerly boundary line of the 10.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 463.61 feet;

County: Williamson  
Parcel: 64 Pt. 2 W.E.  
Project: FM 3349

June 24, 2021  
Page 2 of 4

- 4) **THENCE**, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **S 82°11'30" E**, for a distance of **20.78** feet to the **POINT OF BEGINNING**, containing 0.014 acre, (625 square feet) of land, more or less.

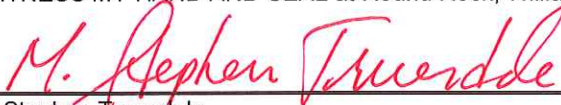
This property description is accompanied by a separate parcel plat.

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.



  
Date

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

**EXHIBIT D**

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'10"	5.065.00'	31.18'	31.18'	S23°46'34"W
C2	00°21'15"	5.045.00'	31.19'	31.19'	N23°50'28"E
C3	00°19'41"	5.065.00'	29.00'	29.00'	N23°25'49"E

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

CITY OF HUTTO, TEXAS  
(TRACT 1)  
10.00 ACRES  
DOC. NO. 20170983333  
O.P.R.W.C.T.

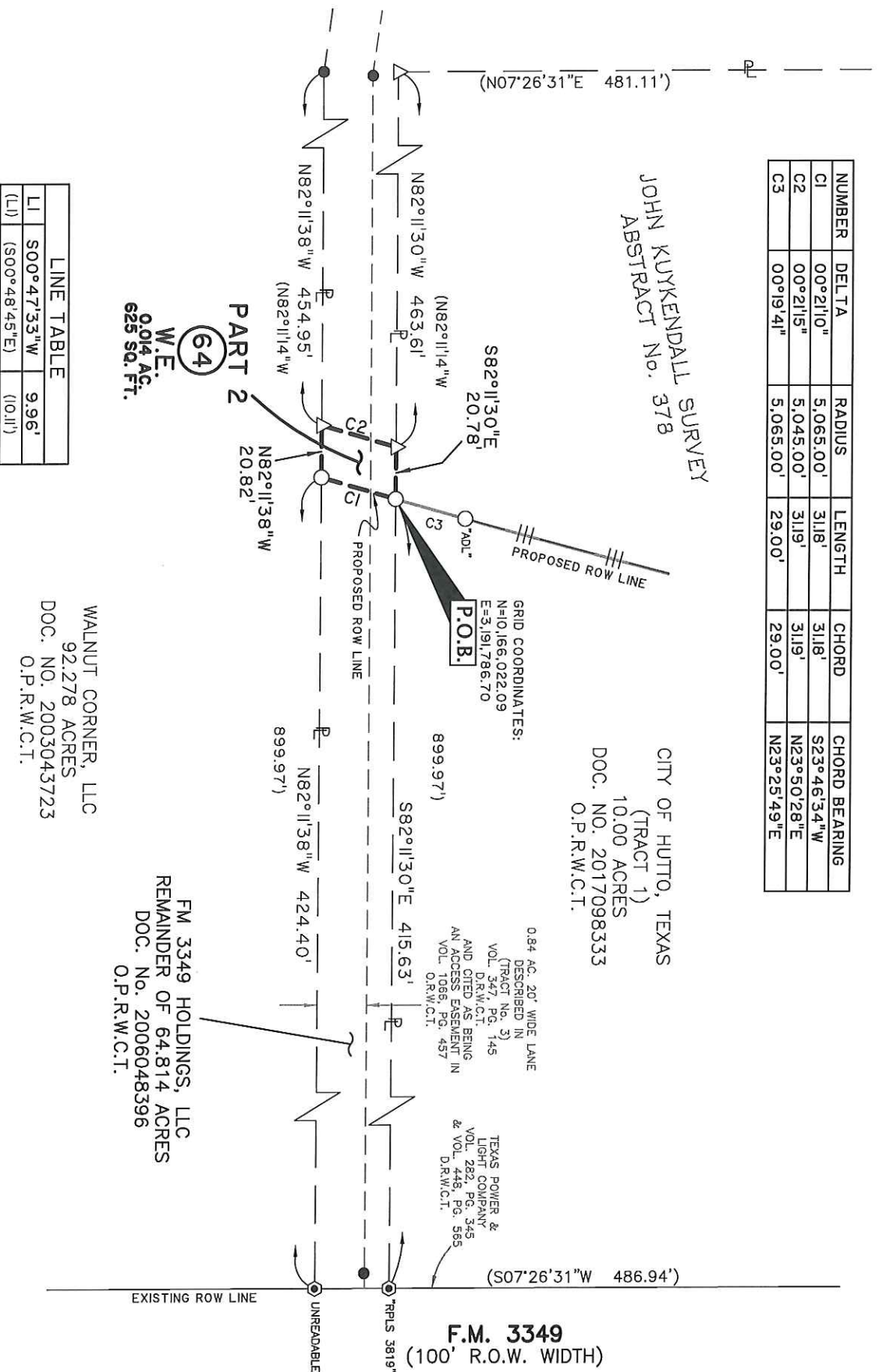
GRID COORDINATES:  
N=10,166,022.09  
E=3,191,786.70  
**P.O.B.**

0.84 AC. 20' WIDE LANE  
DESCRIBED IN  
(TRACT No. 3)  
VOL. 347, PG. 145  
D.R.W.C.T.  
AND CITED AS BEING  
AN ACCESS EASEMENT IN  
VOL. 1066, PG. 457  
O.R.W.C.T.

TEXAS POWER &  
LIGHT COMPANY  
VOL. 282, PG. 345  
& VOL. 448, PG. 565  
D.R.W.C.T.

**F.M. 3349**  
(100' R.O.W. WIDTH)

OSTENSIBLE SURVEY LINE



LINE TABLE	
L1	S00°47'33"W 9.96'
(L1)	(S00°48'45"E) (10.11')

WALNUT CORNER, LLC  
92.278 ACRES  
DOC. NO. 2003043723  
O.P.R.W.C.T.

FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. No. 2006048396  
O.P.R.W.C.T.

PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

SCALE  
1" = 60'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 64  
PART 2  
W.E.

06/24/2021



**INLAND  
GEODETICS**

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100551-00



LEGEND

PLAT TO ACCOMPANY DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	PROPERTY LINE	P.R.W.C.T. PLAT RECORDS
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	LINE BREAK	WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	DENOTES COMMON OWNERSHIP	D.R.W.C.T. DEED RECORDS
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.O.B. POINT OF BEGINNING	WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	P.O.R. POINT OF REFERENCE RECORD INFORMATION	O.R.W.C.T. OFFICIAL RECORDS
			WILLIAMSON COUNTY, TEXAS
			O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			ACCESS DENIAL LINE

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 GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 201007819, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED  
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT  
SUPERVISION

M. STEPHEN TRUESDALE DATE 29 June 2021

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, TEXAS 78681



06/24/2021

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

SCALE 1" = 60'

PARCEL PLAT SHOWING PROPERTY OF  
**FM 3349 HOLDINGS, LLC**

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64  
PART 2  
W.E.

PAGE 4 OF 4

**EXHIBIT E**  
**PROPERTY DESCRIPTION FOR PARCEL 64 PT. 1 – G.E**

DESCRIPTION OF A 0.581 ACRE (25,322 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.581 ACRE (25,322 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point (Grid Coordinates determined as N=10,166,322.41, E=3,191,890.50 TxSPC Zone 4203) in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, also being the southwesterly corner of a proposed 20 foot wide waterline easement, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), bears, S 82°33'34" E, at a distance of 20.34 feet;

- 1) **THENCE**, departing said proposed waterline easement, with said common boundary line, **N 82°33'34" W**, for a distance of **25.43** feet to the calculated southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears N 82°33'34" W, at a distance of 553.49 feet;

**THENCE**, departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

- 2) Along a curve to the left, having a delta angle of **10°24'00"**, a radius of **5,020.00** feet, an arc length of **911.19** feet and a chord which bears **N 12°51'46" E**, for a distance of **909.94** feet to the calculated point of tangency;
- 3) **N 07°39'47" E**, for a distance of **101.77** feet to a calculated point in the northerly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- 4) **THENCE**, with said common boundary line, **S 82°46'43" E**, for a distance of **25.00** feet to a calculated point, being the northwesterly corner of said proposed 20 foot wide water line easement, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line bears S 82°46'43" E, for a distance of 20.00 feet;

**THENCE**, departing said 80.00 acre tract, through the interior of said remainder of the 64.814 acre tract, with the westerly line of said waterline easement, the following two (2) courses:

- 5) **S 07°39'47" W**, for a distance of **101.96** feet to a calculated point of curvature to the right;



June 28, 2021  
Page 2 of 4

- 
- STATE OF TEXAS  
REGISTERED  
M. STEPHEN TRUESDALE  
4933  
PROFESSIONAL  
LAND SURVEYOR

## PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°24'00"	5,020.00'	911.19"	909.94"	N12°51'46"E
C2	10°20'48"	5,045.00'	911.04'	909.80'	S12°50'11"W

MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
FOURTH TRACT 80 ACRES  
VOL. 656, PG. 142  
D.R.W.C.T.

(S80°E 708.7Vrs=1,968.6')  
(S82°45'25"E 1,968.61')

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. No. 2006048396  
O.P.R.W.C.T.

PART 1

64  
G.E.  
0.581 AC.  
25,322 SQ. FT.

TEXAS POWER & LIGHT COMPANY  
VOL. 282, PG. 345  
D.R.W.C.T.

PROPOSED  
50' T.C.E.  
1.163 AC.  
50,646 SQ. FT.

TEXAS POWER & LIGHT COMPANY EASEMENT  
VOL. 282, PG. 345 &  
VOL. 448, PG. 565  
D.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S82°33'34"E	20.34'
L2	N82°33'34"W	25.43'
L3	N07°39'47"E	101.77'
L4	S82°46'43"E	25.00'
L5	S82°46'43"W	20.00'
L6	S07°39'47"W	101.96'

"RPLS 3819"

N82°33'34"W 553.49'

(S82°33'29"E 899.95')

P.O.B.

GRID COORDINATES:  
N=10,166,322.41  
E=3,191,890.50

CITY OF HUTTO, TEXAS  
TRACT 1 10.00 ACRES  
DOC. No. 2017098333  
O.P.R.W.C.T.

STATE OF TEXAS  
CHANNEL EASEMENT  
0.2296 ACRES  
VOL. 669, PG. 347  
D.R.W.C.T.

EXISTING ROW LINE

EXISTING ROW LINE

KOCH REFINING COMPANY  
GAS LINE  
VOL. 1792, PG. 146  
O.R.W.C.T.

TEXAS POWER & LIGHT COMPANY  
VOL. 282, PG. 345  
D.R.W.C.T.

F.M. 3349  
(100' R.O.W. WIDTH)

WATKINS NOBLES SURVEY  
ABSTRACT No. 484

STATE OF TEXAS  
4.8614 ACRES  
VOL. 670, PG. 280  
D.R.W.C.T.

STATE OF TEXAS  
7.2773 ACRES  
VOL. 669, PG. 359  
D.R.W.C.T.

EXISTING ROW LINE

OSTENSIBLE SURVEY LINE

06/23/2021



PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 64  
PART 1  
G.E.  
PAGE 3 OF 4



**PLAT TO ACCOMPANY DESCRIPTION**

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
⌒	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
↗	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP	—     —	ACCESS DENIAL LINE

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY  
A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 30 June 2021  
M. STEPHEN TRUESDALE DATE  
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, TEXAS 78681



06/23/2021



PARCEL PLAT SHOWING PROPERTY OF  
**FM 3349 HOLDINGS, LLC**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 64**  
**PART 1**  
**G.E.**  
PAGE 4 OF 4



**EXHIBIT F**  
**PROPERTY DESCRIPTION FOR PARCEL 64 Pt. 2 – G.E.**

DESCRIPTION OF A 0.018 ACRE (780 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.018 ACRE (780 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point (Grid Coordinates determined as N=10,166,024.91, E=3,191,766.10 TxSPC Zone 4203) in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), bears, S 82°11'30" E, at a distance of 20.78 feet;

- 1) **THENCE**, departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract and that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, with the westerly line of said proposed waterline easement, along a curve to the right, having a delta angle of **00°21'15"**, a radius of **5,045.00** feet, an arc length of **31.19** feet and a chord which bears **S 23°50'28" W**, at a distance of **31.19** feet to a calculated point in the southerly boundary line of said remainder of the 64.814 acre tract and said 20' access easement, same being the northerly boundary line of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349 bears, with said common boundary line, S 82°11'38" E, at a distance of 20.82 feet;
- 2) **THENCE**, with said southerly boundary line of the remainder of the 64.814 acre tract and said access easement, same being the northerly boundary line of said 92.278 acre tract, **N 82°11'38" W**, for a distance of **26.04** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement bears N 82°11'38" W, at a distance of 428.91 feet;
- 3) **THENCE**, departing said 92.278 acre tract, through the interior of said remainder of the 64.814 acre tract and said access easement, along a curve to the left, having a delta angle of **00°21'22"**, a radius of **5,020.00** feet, for an arc length of **31.21** feet and a chord which bears **N 23°55'23" E**, at a distance of **31.21** feet, to a calculated point in said easterly boundary line of the remainder of the 64.814 acre tract, same being in said southerly boundary line of the 10.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 437.62 feet;
- 4) **THENCE**, with said common boundary line, **S 82°11'30" E**, for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.018 acre, (780 square feet) of land, more or less.

County: Williamson  
Parcel: 64 Pt. 2 - G.E.  
Project: FM 3349

June 28, 2021  
Page 2 of 4

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel with and westerly of Call 3 of the above description, as depicted on the accompanying Parcel Plat.

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*

*30 June 2021*  
Date

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





# EXHIBIT F PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°21'15"	5,045.00'	31.19'	31.19'	S23°50'28"W
C2	0°21'22"	5,020.00'	31.21'	31.21'	N23°55'23"E

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

CITY OF HUTTO, TEXAS  
(TRACT 1)  
10.00 ACRES  
DOC. NO. 2017098333  
O.P.R.W.C.T.

FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. NO. 2006048396  
O.P.R.W.C.T.

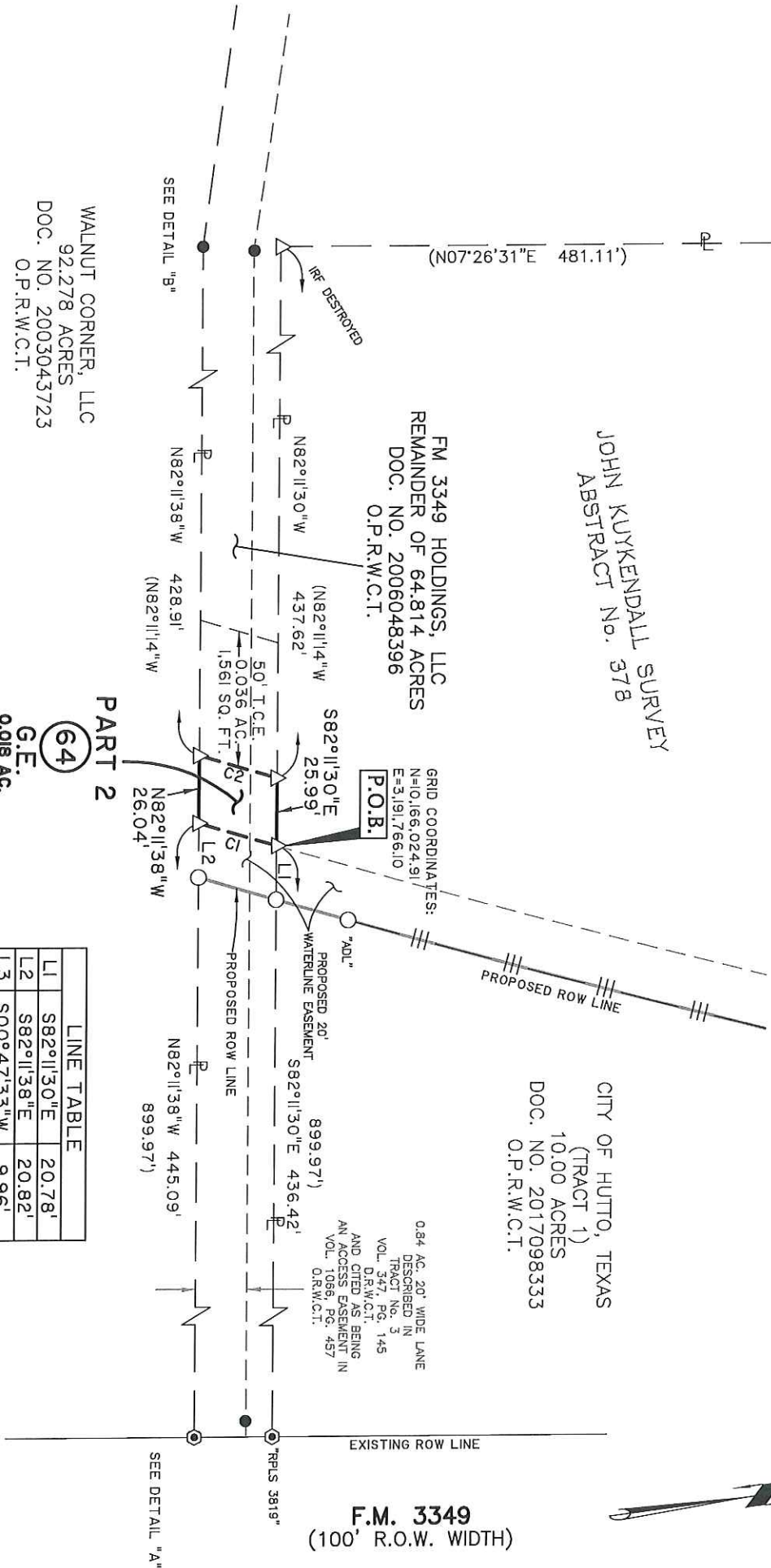
0.84 AC. 20' WIDE LANE  
DESCRIBED IN  
TRACT No. 3  
VOL. 347, PG. 145  
D.R.W.C.T.  
AND CITED AS BEING  
AN ACCESS EASEMENT IN  
VOL. 1086, PG. 457  
O.R.W.C.T.

F.M. 3349  
(100' R.O.W. WIDTH)

WALNUT CORNER, LLC  
92.278 ACRES  
DOC. NO. 2003043723  
O.P.R.W.C.T.

PART 2  
⑥4  
G.E.  
0.018 AC.  
780 SQ. FT.

LINE TABLE			
L1	S82°11'30"E	20.78'	
L2	S82°11'38"E	20.82'	
L3	S00°47'33"W	9.96'	
(L3)	(S00°48'45"E)	(10.11')	



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
4504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 60'

PARCEL PLAT SHOWING PROPERTY OF  
**FM 3349 HOLDINGS, LLC**  
WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 64  
PART 2  
G.E.  
PAGE 3 OF 4

06/24/2021

## LEGEND

## PLAT TO ACCOMPANY DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	PROPERTY LINE	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	LINE BREAK	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	NOTES COMMON OWNERSHIP	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.O.B. POINT OF BEGINNING	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	P.O.R. POINT OF REFERENCE ( ) RECORD INFORMATION	ACCESS DENIAL LINE

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 GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

HI. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE DATE

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, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF  
FM 3349 HOLDINGS, LLC

WILLIAMSON COUNTY

SCALE  
1" = 60'

PROJECT  
FM 3349

PARCEL 64  
PART 2  
G.E.  
PAGE 4 OF 4

06/24/2021





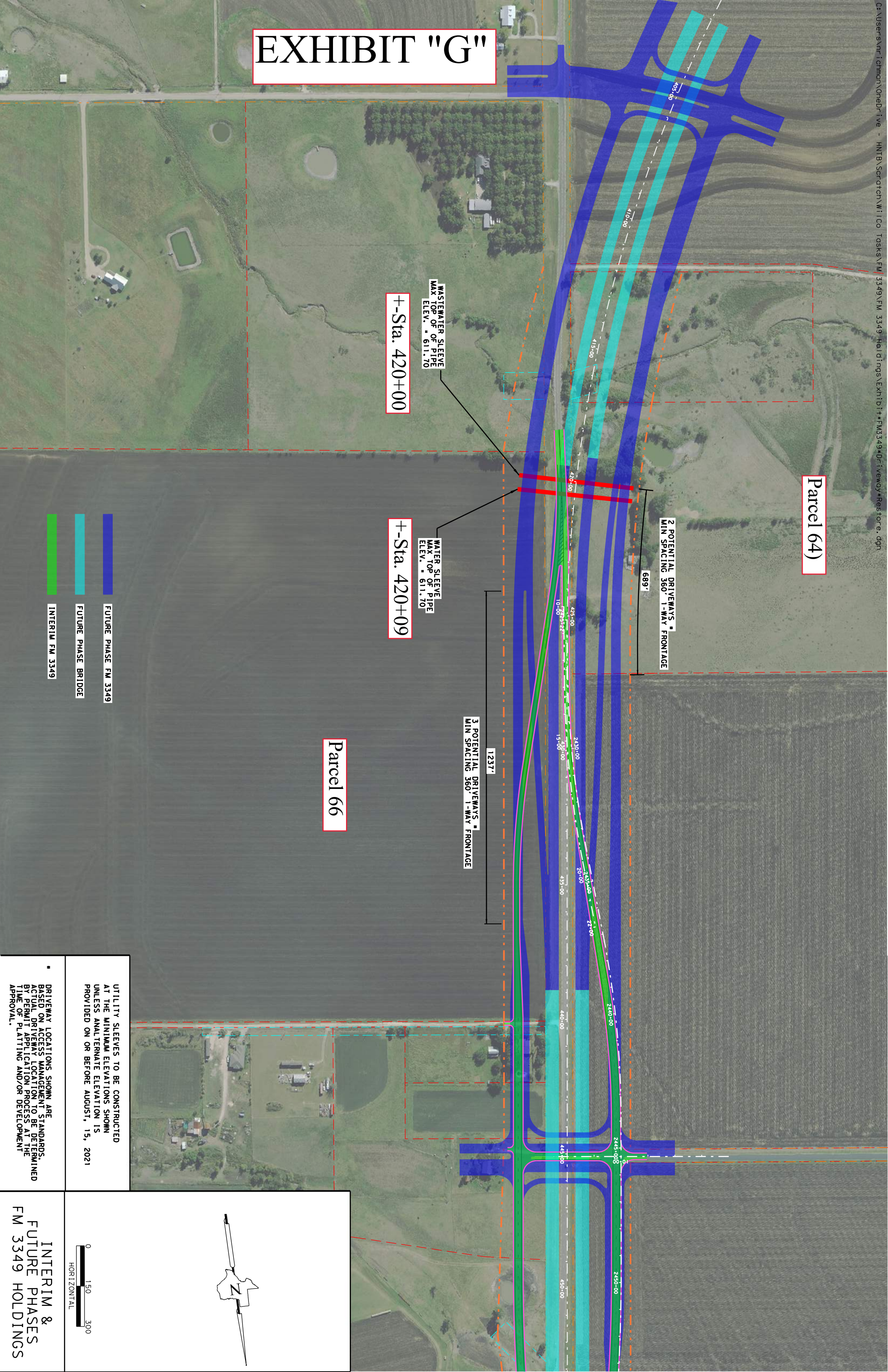


EXHIBIT "G"

Parcel 64

2 POTENTIAL DRIVEWAYS ■  
MIN SPACING 360' 1-WAY FRONTAGE

689'

WASTEWATER SLEEVE  
MAX TOP OF PIPE  
ELEV. = 611.70

+Sta. 420+00

WATER SLEEVE  
MAX TOP OF PIPE  
ELEV. = 611.70

+Sta. 420+09

3 POTENTIAL DRIVEWAYS ■  
MIN SPACING 360' 1-WAY FRONTAGE

1237'

Parcel 66

FUTURE PHASE FM 3349

FUTURE PHASE BRIDGE

INTERIM FM 3349

UTILITY SLEEVES TO BE CONSTRUCTED  
AT THE MINIMUM ELEVATIONS SHOWN  
UNLESS AN ALTERNATE ELEVATION IS  
PROVIDED ON OR BEFORE AUGUST, 15, 2021

DRIVEWAY LOCATIONS SHOWN ARE  
BASED ON ACCESS MANAGEMENT STANDARDS.  
ACTUAL DRIVEWAY LOCATION TO BE DETERMINED  
BY PERMIT APPLICATION PROCESS AT THE  
TIME OF PLATTING AND/OR DEVELOPMENT  
APPROVAL.



INTERIM &  
FUTURE PHASES  
FM 3349 HOLDINGS



# EXHIBIT "H"

Parcel 64P1-2

## DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **FM 3349 HOLDINGS, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 5.587 acre (243,380 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 64P1**); and

All of that certain 0.289 acre (12,586 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 64P2**)

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Access Denial Line ("ADL") set out in Exhibits "A-B". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

## **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

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.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature pages follow]*

**GRANTOR:**

**FM 3349 HOLDINGS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**



# EXHIBIT "I"

## WATERLINE EASEMENT

Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

FM 3349 HOLDINGS, LLC ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certain 0.48 acre (20,886 SF) **(Parcel 64P1-2-WE)** parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits "A-B" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

### **CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

### **PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract, unless approved by Grantee, which approval shall not be unreasonably withheld. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: \_\_\_\_\_

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

FM 3349 HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Acknowledgment**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on 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: \_\_\_\_\_

**DOCUMENT DRAFTED BY:**  
**Flint Hills Resources, LC**  
**3120 117<sup>th</sup> St. E.**  
**Inver Grove Heights, MN 55077**  
**WHEN RECORDED, MAIL TO:**  
**Same as above**  
**Attn: ROW Department – NAB**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

### Existing Easement Recitals (“Easement”):

- Grantor and Grantee now wish to amend the Easement as set forth herein.

**1. New Right-of-Way.** The Easement is hereby amended to add the 0.60 acre (26,102 SF) right-of-way and easement described in Exhibits A-B (the “New Right-of-Way”), which is attached hereto and incorporated herein by reference, as part of the Easement property. As of the Effective Date, the Easement shall apply in full force and effect to the New Right-of-Way, as well as that right-of-way originally set forth in the Easement.

2. **Temporary Workspace.** The Easement is further amended to allow Grantee, its employees, agents, contractors, and subcontractors, to use up to fifty feet (50') of property immediately adjacent to the New Right-of-Way and Easement, as temporary workspace for a period not to exceed six (6) months from the time of initial entry during each instance of new construction, removal of the pipeline being replaced, and future maintenance, as necessary.

3. **Future Release.** Grantee agrees that upon completion of construction of the replacement pipeline in the New Right-of-Way and removal of the pipeline being replaced, to release the right-of-way no longer needed as a result of the relocation of the pipeline and record the release in the records of Williamson County, Texas.

4. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement. Except as amended by the terms of this Amendment, the Easement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas.

*Signatures on following page*



IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

**GRANTOR:**

**FM 3349 HOLDINGS, LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ 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: \_\_\_\_\_

**ACCEPTED:**

**FLINT HILLS RESOURCES CORPUS CHRISTI, LLC**

By: \_\_\_\_\_

Printed Name: Phil Gaarder

Title: Executive Vice President-Operations

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Phil Gaarder, the Executive Vice President-Operations of Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_