

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 93P1

COUNTY OF WILLIAMSON

§

Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and JOHN ARTHUR BIGON, JR. and JAMES ALAN BIGON, Independent Co-Executors of the Estates of John A. Bigon, Sr. and Mary S. Bigon, Deceased (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the FM 3349 / South East Loop Project and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED SIXTY AND no/100 DOLLARS (\$145,460.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the Entry Deposit 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 of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction (the "Effective Date").
4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 31, 2021.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all

as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

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

GRANTOR:

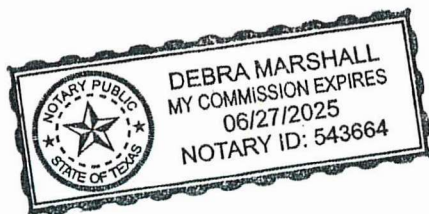
John Arthur Bigon, Jr.
John Arthur Bigon, Jr., Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 9 day of September, 2021 by John Arthur Bigon, Jr., in the capacity and for the purposes and consideration recited herein.



Debra Marshall
Notary Public, State of Texas

GRANTOR:

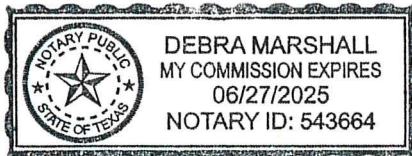
James Alan Bigon
James Alan Bigon, Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Willington

This instrument was acknowledged before me on this the 9th day of September, 2021 by James Alan Bigon, in the capacity and for the purposes and consideration recited herein.



Debra Marshall
Notary Public, State of Texas

COUNTY:

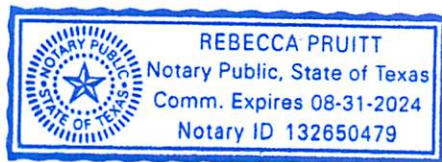
WILLIAMSON COUNTY, TEXAS

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

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 21st day of September, 2021
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.



Rebecca Pruitt
Notary Public, State of Texas

A
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 93

DESCRIPTION OF A 1.080 ACRE (47,021 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.080 ACRE (47,021 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=10,178,062.38, E=3,193,077.33 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northerly boundary line of said remainder portion of the 72.15 acre tract, same being in the southerly boundary line of the remainder of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 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, a 1/2" iron rod found, being the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of said remainder of the 76 acre tract, bears with the common boundary line of said remainder portion of the 72.15 acre tract and said remainder of the 76 acre tract, N 68°33'57" E, at a distance of 1,723.53 feet;

THENCE, departing said remainder of the 76 acre tract, through the interior of said remainder portion of the 72.15 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 1) Along a curve to the right, having a delta angle of **02°20'39"**, a radius of **5,026.00** feet, an arc length of **205.63** feet, and a chord which bears **S 22°58'50" E**, for a distance of **205.61** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a compound curve;
- 2) Along said curve to the right, having a delta angle of **02°24'01"**, a radius of **6,718.00** feet, an arc length of **281.42** feet and a chord which bears **S 20°36'31" E**, for a distance of **281.40** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing easterly ROW line of said C.R. 101 (variable width ROW), being the easterly line of that 3.493 acre ROW tract (Exhibit A,) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found being a point of tangency in said existing easterly ROW line, same being in the westerly boundary line of said remainder portion of the 72.15 acre tract, bears **S 42°32'43" E**, at a distance of 33.60 feet;
- 3) **THENCE**, departing said proposed easterly ROW line, with said existing ROW line, being the common boundary line of said remainder portion of the 72.15 acre tract, and said 3.493 acre ROW tract, **N 42°32'43" W**, for a distance of **521.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northwesterly corner of said remainder portion of the 72.15 acre tract, same being the northeasterly corner of said 3.493 acre ROW tract, also being the southwesterly corner of said remainder of the 76 acre tract and the southeasterly corner of that called 1.379 acre ROW tract (Exhibit A) described in Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, an iron rod found in said existing easterly ROW line, being in the easterly line of said 1.379 acre ROW tract, same being the westerly boundary line of said remainder of the 76 acre tract, bears **N 42°32'43" W**, at a distance of 66.09 feet;

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- 4) **THENCE**, departing said 3.493 acre ROW tract, with the northerly boundary line of said remainder portion of the 72.15 acre tract, same being the southerly line of said remainder of the 76 acre tract, **N 68°33'57" E**, for a distance of **186.49** feet to the **POINT OF BEGINNING**, containing 1.080 acre, (47,021 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



PLAT TO ACCOMPANY DESCRIPTION

05-20-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°20'39"	5,026.00'	205.63'	205.61'	S22°58'50"E
C2	02°24'01"	6,718.00'	281.42'	281.40'	S20°36'31"E

FUESSEL HOLDINGS LLC
REMAINDER OF 76 ACRES
DOC. No. 2012081610
O.P.R.W.C.T.

GRID COORDINATES:
N=10,178,062.38
E=3,193,077.33

P.O.B.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

APPROXIMATE CENTERLINE
TEXAS POWER & LIGHT CO.
UNDEFINED WIDTH EASEMENT
VOL. 239, PG. 75
D.R.W.C.T.
& MODIFIED IN
DOC. NO. 2007021720
O.P.R.W.C.T.

JOHN BIGON and wife,
& MARY BIGON
REMAINDER PORTION
OF 72.15 AC
VOL 558, PG. 77
D.R.W.C.T.

93
1.080 AC.
47,021 SQ. FT.

JOHN BIGON & MARY BIGON
EXHIBIT A, PARCEL 4B
1.440 AC
DOC. 2018004729
O.P.R.W.C.T.

JOHN BIGON and wife, & MARY BIGON
REMAINDER PORTION OF 72.15 AC
VOL. 558, PG. 77
D.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
(EXHIBIT A)
3.493 ACRES
DOC. No. 201717137
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
(EXHIBIT A)
1.379 ACRES
DOC. No. 201715723
O.P.R.W.C.T.

COUNTY RD. 101
(VARIABLE WIDTH R.O.W.)
15' ROW DEDICATION PER PLAT (Y3383-3885)
PATRICK O. DAUGHERTY SURVEY
ABSTRACT No. 184

COUNTY RD. 101
(VARIABLE WIDTH R.O.W.)

S42°32'43"E
33.60'

120'
EXISTING ROW LINE

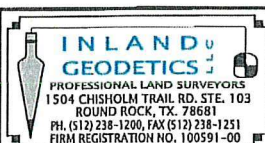
EXISTING ROW LINE

PROPOSED ROW LINE

PROPOSED ROW LINE

EXISTING ROW LINE

EXISTING ROW LINE



PARCEL PLAT SHOWING PROPERTY OF		
JOHN BIGON and wife, MARY BIGON		
WILLIAMSON COUNTY		
SCALE 1" = 100'	PROJECT FM 3349	

PARCEL 93

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LEGEND **PLAT TO ACCOMPANY DESCRIPTION**

05-20-21

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↗	DENOTES COMMON OWNERSHIP
◻	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
◻	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD 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

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. 2064374-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

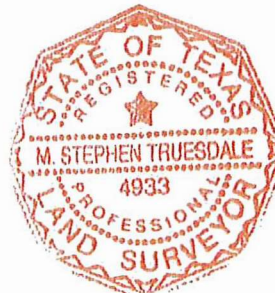
I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

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 17 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



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	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 93
	SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT FM 3349

B
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 93-W.E.

DESCRIPTION OF A 0.513 ACRE (22,331 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OF A 0.087 ARE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO JOHN AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.513 ACRE (22,331 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=10,177,833.72, E=3,193,173.21 TxSPC Zone 4203), in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northwesterly 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 northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas bears along a curve to the left, having a delta angle of 00°21'41", a radius of 6,718.00 feet, an arc length of 42.37 a chord which bears N 21°37'41" W, for a distance of 42.37 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set, and continuing with said proposed ROW along a curve to the left and having a delta angle of 02°20'39", a radius of 5,026.00 feet, an arc length of 205.63 feet, and a chord which bears N 22°58'50" W, at a distance of 205.61 feet;

THENCE, departing said proposed ROW line, through the interior of said remainder portion of the 72.15 acre tract, and said 0.087 acre tract, the following seven (7) courses:

- 1) **N 68°34'36" E**, for a distance of **20.00** feet to a calculated point, for the beginning of a non-tangent curve to the right;
- 2) Along said curve to the right, having a delta angle of **02°00'14"**, a radius of **6,738.00** feet, an arc length of **235.66** feet and a chord which bears **S 20°26'43" E**, for a distance of **235.64** feet to a calculated point;
- 3) **S 42°32'43" E**, for a distance of **29.51** feet to a calculated point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of **18°01'22"**, a radius of **1,495.00** feet, an arc length of **470.27** feet and a chord which bears **S 33°29'01 E**, for a distance of **468.33** feet to a calculated point;
- 5) **S 24°25'04" E**, for a distance of **173.27** feet to a calculated point, for the beginning of a point of curvature;
- 6) Along said curve to the right, having a delta angle of **05°05'12"**, a radius of **1,505.00** feet, an arc length of **133.61** feet and a chord which bears **S 15°23'33 E**, for a distance of **133.57** feet to a calculated point;
- 7) **S 52°32'22" E**, at a distance of **5.27** feet pass the northerly boundary line of said 0.087 acre tract, same being the southerly boundary line of said remainder portion of the 72.15 acre tract, continuing through the interior of said 0.087 acre tract, for a total distance of **79.03** feet to the southerly boundary line of said 0.087 acre tract, same being the existing northerly ROW line of U.S. Highway 79 (variable width ROW), for the most southerly corner of the herein described parcel;
- 8) **THENCE**, with said existing ROW line, same being the southerly boundary line of said 0.087 acre tract, **S 83°29'13" W**, for a distance of **28.80** feet to a calculated point, being the corner cutback of said U.S. 79 and the existing ROW line of C.R. 101 (variable width ROW);

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- 9) **THENCE**, departing said U.S. 79 ROW line, with said existing C.R. 101 ROW line, same being the westerly boundary line of said 0.087 acre tract **N 52°32'22" W**, for a distance of **65.55** feet to an iron rod stamped "Wilco ROW-5777" found, being the northerly boundary line of said 0.087 acre tract, same being the southerly boundary line of said remainder portion of the 72.15 acre tract, for a point of curvature to the left;

THENCE, continuing with said existing C.R. 101 ROW line, same being the westerly boundary line of said remainder portion of the 72.15 acre tract, the following four (4) courses:

- 10) Along said curve to the left, having a delta angle of **05°19'15"**, a radius of **1,485.00** feet, an arc length of **137.91** feet and a chord which bears **N 15°13'55 W**, for a distance of **137.86** feet to a calculated point;
- 11) **N 24°25'04" W**, for a distance of **172.12** feet to a 1/2 iron rod found, for a point of curvature to the left;
- 12) Along said curve to the left, having a delta angle of **18°01'19"**, a radius of **1,475.00** feet, an arc length of **463.95** feet and a chord which bears **N 33°29'00 W**, for a distance of **462.04** feet to a 1/2" iron rod found for point of tangency;
- 13) **N 42°32'43 W**, for a distance of **33.60** feet for an iron rod with aluminum cap stamped "ROW 4933" set, being in said proposed easterly ROW line of C.R. 101, for a point of curvature to the left;
- 14) **THENCE**, departing the existing ROW line of said C.R. 101, through the interior of said remainder portion of the 72.15 acre tract, with said proposed ROW line of C.R. 101, along said curve to the left, having a delta angle of **02°02'20"**, a radius of **6,718.00** feet, an arc length of **239.05** feet and a chord which bears **N 20°25'40" W**, for a distance of **239.04** feet to the **POINT OF BEGINNING**, containing 0.513 acre, (22,331 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.

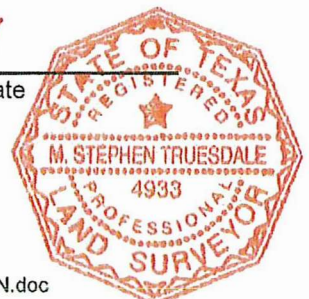
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

20 July 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

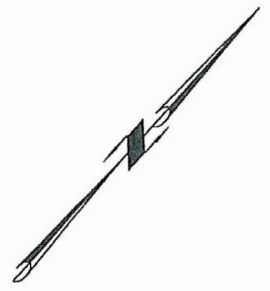


S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 93 Pt 1-BIGON\JONAH\PARCEL 93-WE-BIGON.doc

PLAT TO ACCOMPANY DESCRIPTION

07-19-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'41"	6,718.00'	42.37"	42.37'	N21°37'41"W
C2	02°20'39"	5,026.00'	205.63'	205.61'	N22°58'50"W
C3	02°00'14"	6,738.00'	235.66'	235.64'	S20°26'43"E
C4	18°01'22"	1,495.00'	470.27'	468.33'	S33°29'01"E
C5	05°05'12"	1,505.00'	133.61'	133.57'	S15°23'33"E
C6	05°19'15"	1,485.00'	137.91'	137.86'	N15°13'55"W
(C6)	(05°19'37")	(1,485.00')	(138.07')	(138.02')	(N15°10'45"W)
C7	18°01'19"	1,475.00'	463.95'	462.04'	N33°29'00"W
(C7)	(18°01'38")	(1,475.00')	(464.08')	(462.17')	(N33°30'34"E)
C8	02°02'20"	6,718.00'	239.05'	239.04'	N20°25'40"W



NO.	DIRECTION	DISTANCE
L1	N68°34'36"E	20.00'
L2	S42°32'43"E	29.51'
L3	S52°32'22"E	5.27'
L4	S52°32'22"E	79.03'
L5	S83°29'13"W	28.80'
L6	N52°32'22"W	65.55'
L7	N42°32'43"W	33.60'

GRID
COORDINATES:
N=10,177,833.72
E=3,193,173.21

P.O.B.

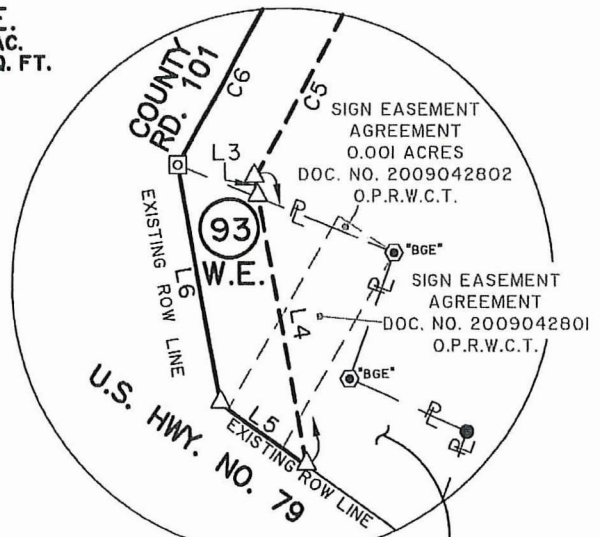
FUESSEL HOLDINGS LLC
REMAINDER OF 76 ACRES
DOC. No. 2012081610
O.P.R.W.C.T.

JOHN BIGON and wife,
& MARY BIGON
REMAINDER PORTION
OF 72.15 AC
VOL 558, PG. 77
D.R.W.C.T.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

APPROXIMATE CENTERLINE
TEXAS POWER & LIGHT CO.
UNDEFINED WIDTH EASEMENT
VOL. 239, PG. 75
D.R.W.C.T.
& MODIFIED IN
DOC. NO. 2007021720
O.P.R.W.C.T.

93
W.E.
0.513 AC.
22,331 SQ. FT.



JOHN & MARY BIGON
0.087 ACRES
DOC. No. 2018004729
O.P.R.W.C.T.

U.S. HIGHWAY NO. 79
(VARIABLE RIGHT-OF-WAY WIDTH)

PARCEL 44, PART 1
0.434 ACRES
EXHIBIT A
DOC. NO. 2008006702
O.P.R.W.C.T.

SEE DETAIL

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

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON

PARCEL 93
W.E.

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
FM 3349

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

07-19-21

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↗	DENOTES COMMON OWNERSHIP
◻	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
◻	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD 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

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.

2064374-KFO,

ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

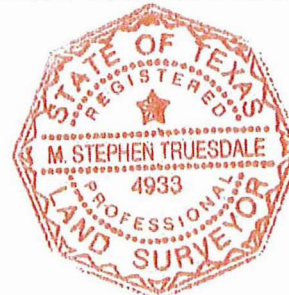
H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

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 20 July 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



PARCEL PLAT SHOWING PROPERTY OF

JOHN BIGON and wife, MARY BIGON

SCALE
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WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 93
W.E.

PAGE 4 OF 4