

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 11P1-WE

COUNTY OF WILLIAMSON

§

§

Project: Corridor C

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and J.A. DAVIDSON HOLDINGS, L.P., PAMELA G. MARTIN, DENNIS L. DAVIDSON, and JAMES A. DAVIDSON, JR. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Corridor C 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 by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County agrees to postpone proceeding with a condemnation lawsuit to acquire the Property so that the parties may continue negotiations for a voluntary purchase. The Grantor agrees that this agreement by the County represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon recording of this document in the Real Property Records of Williamson County, subject to the other conditions in paragraph 16. below.
3. The effective date of this Agreement will be the date on which the last party executes the Agreement (the "Effective Date").
4. The Grantor warrants and represents that by, through, or under Grantor but not otherwise, the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered GF No. 1933226-KFO effective August 27, 2019 by Title Resources Guaranty Company/Independence Title. Grantor further warrants that no other person or

corporation owns an interest in the fee title to the Property. The Grantor further agrees to indemnify the County from all undisclosed liens, claims or encumbrances affecting the Property. This conveyance is made by Grantor and accepted by the County subject to 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) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 1, 2021.
6. Upon written notice by Grantor to Grantee requesting the initiation of condemnation proceedings to acquire the Property, Grantor shall complete any statutory prerequisites to the filing of a condemnation suit, and shall initiate such suit in the proper court, within sixty (60) days after receipt of same. The parties agree to mutually agree to a setting for the special commissioners' hearing prior to any hearing being set. The County agrees to deposit into the Court registry the amount of any special commissioners' award no later than forty-five (45) days from the date of the special commissioners' hearing
7. 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"), if any; 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. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. 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.
9. 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 avoid proceeding to condemnation litigation at the current time. 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.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property. The parties recognize and understand that Grantee's right to possess the Property under this Agreement is the same as if possession were achieved by a court order issued in a condemnation proceeding.
12. To the extent allowed by law, the County will indemnify, defend and hold Grantor harmless against any and all claims for personal injury of third parties and damages to the property of third parties that are caused by the County's use of the Property, provided Grantor promptly notifies the County of any such claim and provides the County with the opportunity to defend against such claims. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the Property by Grantor or pursuant to settlements that have not been approved in advance by the County. The County will and shall be responsible for the safety of all their employees, contractors, consultants, invitees, and agents who enter onto the Property at the direction of the County.
13. 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, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
14. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
15. It is agreed the County will record this document.
16. Other conditions: NONE.

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses.

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:

J.A. DAVIDSON HOLDINGS, L.P.

By: Dennis L. Davidson

Printed Name: Dennis L. DAVIDSON

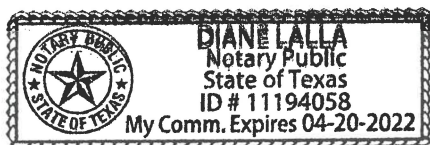
Title: L.P.

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19 day of October, 2021, by Dennis L. Davidson, in the capacity and for the purposes and consideration recited herein.



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

GRANTOR:

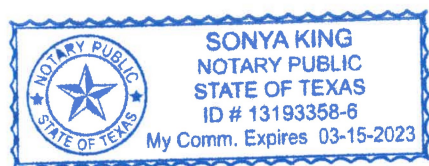
Pamela G. Martin
Pamela G. Martin

Acknowledgment

STATE OF TEXAS

COUNTY OF Somervell

This instrument is acknowledged before me on the 20 day of October 2021, by Pamela G. Martin, in the capacity and for the purposes and consideration recited herein.



Sonya King
Notary Public, State of Texas
Printed Name: Sonya King
My Commission Expires: 3-15-23

GRANTOR:

Dennis L. Davidson

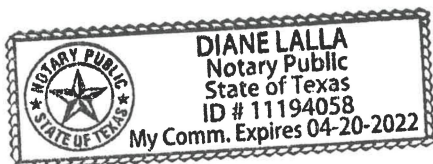
Dennis L. Davidson

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19th day of October 2021, by Dennis L. Davidson, in the capacity and for the purposes and consideration recited herein.



Diane Lalla

Notary Public, State of Texas

Printed Name: Diane Lalla

My Commission Expires: 4-20-2022

GRANTOR:

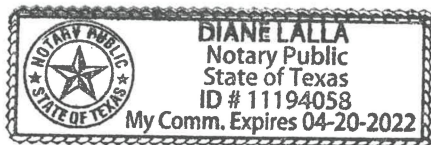
James A. Davidson Jr.
James A. Davidson, Jr.

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19th day of October 2021, by James A. Davidson, Jr., in the capacity and for the purposes and consideration recited herein.



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

COUNTY:

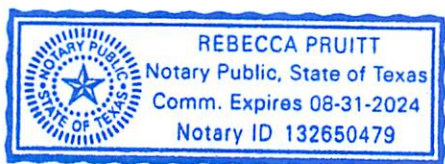
WILLIAMSON COUNTY, TEXAS

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 9th day of November, 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
Printed Name: Rebecca Pruitt
My Commission Expires 08-31-2024

EXHIBIT A

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.272 AC. EASEMENT

DESCRIPTION OF A 0.272 ACRE (11,829 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.272 ACRE (11,829 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15 in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for an angle point and **POINT OF BEGINNING** of the herein described tract;

THENCE, with said proposed easterly ROW line of Corridor C, the following three (3) courses:

- 1) **N 89°08'28" E**, for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed County Road (C.R.) 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for the northerly corner of the herein described tract;
- 2) **S 21°22'42" E**, at a distance of 24.72 feet, pass the southerly boundary line of said remainder of Tract 6, same being the northerly boundary line of said Tract 5 and continuing for a total distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner
- 3) **N 68°37'18" E** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for a point in the fenced ostensible westerly ROW line of said C.R. 106;
- 4) **THENCE**, departing said proposed southeasterly ROW of Corridor C, with said ostensible westerly ROW line, **S 21°51'32" E** for a distance of **25.00** feet to the easterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line, **S 21°51'32" E**, at a distance of 757.39 feet;

THENCE, departing said ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, the following five (5) courses:

- 5) **S 68°08'28" W** for a distance of **15.00** feet to a calculated ell corner;
- 6) **N 21°51'32" W** for a distance of **10.13** feet to a calculated ell corner;
- 7) **S 68°37'18" W** for a distance of **61.69** feet to the calculated southerly corner of the herein described tract;
- 8) **N 21°22'42" W**, at a distance of 558.96 feet, pass the northerly boundary line of said Tract 5, same being the southerly boundary line of said remainder of Tract 6 and continuing through the interior of said remainder of Tract 6, for a total distance of **573.51** feet to a calculated angle point;
- 9) **S 89°08'28" W**, for a distance of **135.74** feet to a calculated point in the curving proposed easterly ROW line of said Corridor C, for the westerly corner of the herein described tract;

- 10) **THENCE**, with said proposed southeasterly ROW line, along a curve to the left, having a delta angle of $00^{\circ}16'27''$, a radius of 3350.00 feet, an arc length of 16.03 feet and a chord which bears $N 19^{\circ}47'51'' E$ for a distance of 16.03 feet to the **POINT OF BEGINNING**, containing 0.272 acre, (11,829 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

2 July 2020
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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

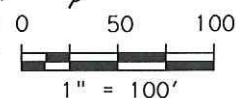
07/01/20
PAGE 3 OF 4PROPOSED CORRIDOR C BASELINE
219+00

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	00° 16' 27"	3350.00'	16.03'	16.03'	N19° 47' 51" E

NUMBER	DIRECTION	DISTANCE
L1	N89° 08' 28" E	140.48'
L2	N68° 37' 18" E	61.56'
L3	S21° 51' 32" E	25.00'
L4	S68° 08' 28" W	15.00'
L5	N21° 51' 32" W	10.13'
L6	S68° 37' 18" W	61.69'
L7	S89° 08' 28" W	135.74'
L8	S21° 51' 32" E	757.39'
L9	S21° 22' 42" E	24.72'

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)P.O.B.
STA. 221+02.15
258.41' RT
GRID COORDINATES:
N=10,204,429.51
E=3,159,779.91

OSTENSIBLE R.O.W.

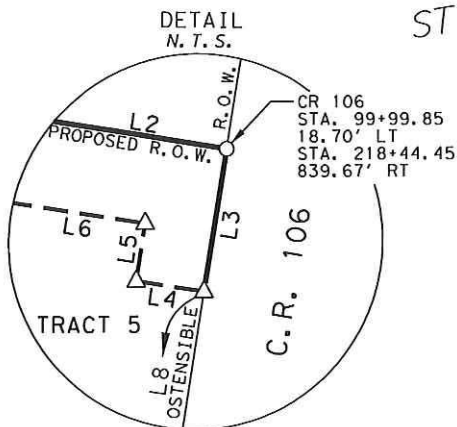
CR 106
STA. 105+68.91
80.00' LT
STA. 221+56.12
386.61' RT

J. A. DAVIDSON HOLDINGS, L.P.
1/2 INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN,
DENNIS L. DAVIDSON
& JAMES A. DAVIDSON, JR.
1/2 INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN
VOL. 401, PG. 225
D.R.W.C.T.

J. A. DAVIDSON HOLDINGS, L.P.
1/2 INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L.
DAVIDSON & JAMES A. DAVIDSON, JR
1/2 INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(89.1 AC.)
TRACT 5
DESCRIBED IN VOL. 401, PG. 221
D.R.W.C.T.

PROPOSED
EASEMENT
0.272 AC.
11,829 SQ. FT.WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT NO. 556

KATHRYN J. CARLTON AS
TRUSTEE OF THE
KATHRYN J. CARLTON
REVOCABLE LIVING TRUST
DOC. NO. 2016089829 &
DESCRIBED IN
DOC. NO. 2016027127
O.P.R.W.C.T.

CR 106
STA. 100+00.00
80.00' LT
STA. 218+05.05
798.60' RTCR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

SEE DETAIL

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

PARCEL PLAT SHOWING PROPERTY OF

J. A. DAVIDSON HOLDINGS, L.P., ET AL
0.272 ACRE EASEMENTPROPOSED
EASEMENTSCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/01/20
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— —	LINE BREAK
⊗	FENCE POST FOUND	⌒	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 July 2020
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:



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

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

**PROPOSED
EASEMENT**

EXHIBIT **B**

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.184 AC. EASEMENT

DESCRIPTION OF A 0.184 ACRE (8,027 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.184 ACRE (8,027 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced ostensible southerly Right-of-Way (ROW) line of County Road (C.R.) 106, same being in the proposed northwesterly ROW line of said proposed Corridor C (ROW width varies), for the northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said ostensible southerly ROW line, with said proposed westerly ROW line, the following three (3) courses:

- 1) **S 70°31'29" E**, for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, being a point of non-tangency of a curve to the right, for the easterly corner of the herein described tract;
- 2) Along said curve to the right, having a delta angle of **07°33'34"**, a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **S 15°14'14" W**, for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of non-tangent compound curvature;
- 3) Along said compound curve to the right, having a delta angle of **00°51'14"**, a radius of **4510.00** feet, an arc length of **67.21** feet and a chord which bears **S 21°26'20" W**, for a distance of **67.21** feet to the calculated southerly corner of the herein described tract, and from which, an iron rod with aluminum cap stamped "ROW 4933" set, being a point of tangency in said proposed westerly ROW line bears, along said curve to the right having a delta angle of **23°23'25"**, a radius of **4510.00** feet, an arc length of **1841.14** feet and a chord which bears **S 33°33'39" W** for a distance of **1828.38** feet;
- 4) **THENCE**, departing said proposed westerly ROW line, through the interior of said remainder of Tract 6, **N 68°08'03" W**, for a distance of **15.00** feet to a calculated point, being the point of beginning of a non-tangent curve to the left;

THENCE, through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said proposed ROW line, the following three (3) courses:

- 5) Along said non-tangent curve to the left, having a delta angle of **00°51'02"**, a radius of **4495.00** feet, an arc length of **66.73** feet and a chord which bears **N 21°26'26" E**, for a distance of **66.72** feet to a calculated point, for a non-tangent compound curve to the left;
- 6) Along said compound curve to the left, having a delta angle of **07°09'24"**, a radius of **1891.00** feet, an arc length of **236.20** feet and a chord which bears **N 15°25'51" E**, for a distance of **236.05** feet to a calculated point of non-tangency;
- 7) **N 70°31'29" W**, for a distance of **148.93** feet to a calculated angle point;
- 8) **THENCE**, continuing through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said existing ostensible southerly ROW line of C.R. 106, **S 76°06'06" W**, for a distance of **64.28** feet to an ell corner;

- 9) **THENCE**, continuing through the interior of said remainder of Tract 6, **N 13°53'54" W**, for a distance of **15.00** feet to a calculated point in said ostensible southerly ROW line, for the westerly corner of the herein described tract;
- 10) **THENCE**, with said existing ostensible southerly ROW line, being the northerly line of said remainder of Tract 6, **N 76°06'06" E**, for a distance of **68.78** feet to the **POINT OF BEGINNING**, containing 0.184 acre, (8,027 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

2 July 2020

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



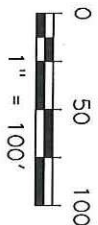
PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/01/20
PAGE 3 OF 4WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07° 33' 34"	1906.00'	251.47'	251.29'	S15° 14' 14" W
C2	00° 51' 14"	4510.00'	67.21'	67.21'	S21° 26' 20" W
C3	00° 51' 02"	4495.00'	66.73'	66.72'	N21° 26' 26" E
C4	07° 09' 24"	1891.00'	236.20'	236.05'	N15° 25' 51" E
C5	23° 23' 25"	4510.00'	1841.14'	1828.38'	S33° 33' 39" W

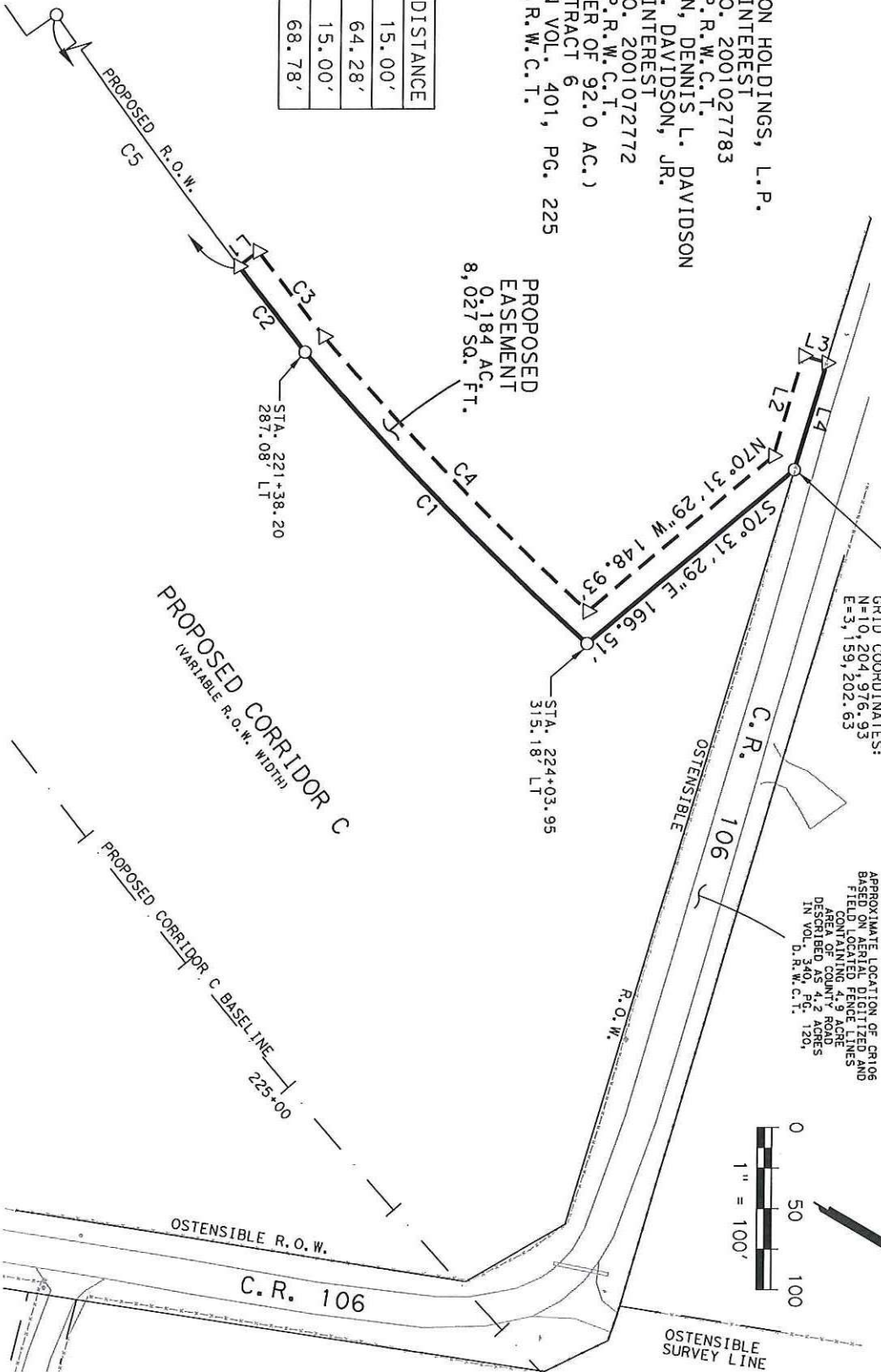
P.O.B.
STA. 224+01.83
481.68' LT
GRID COORDINATES:
N=10,204,976.93
E=3,159,202.63

APPROXIMATE LOCATION OF CR106
BASED ON AERIAL DIGITIZED AND
FIELD LOCATED FENCE LINES
CONTAINING 4.9 ACRE
DESCRIBED IN VOL. 340, PG. 120,
D.R.W.C.T.



J.A. DAVIDSON HOLDINGS, L.P.
1/2 INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L. DAVIDSON
& JAMES A. DAVIDSON, JR.
1/2 INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN VOL. 401, PG. 225
D.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N68° 08' 03" W	15.00'
L2	S76° 06' 06" W	64.28'
L3	N13° 53' 54" W	15.00'
L4	N76° 06' 06" E	68.78'

SCALE
1" = 100'

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

WILLIAMSON COUNTY

PROJECT
CORRIDOR CPROPOSED
EASEMENT

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/01/20
PAGE 4 OF 4

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	⌒ CENTER LINE
□ IRON ROD FOUND W/TXDOT ALUMINUM CAP	⌒ PROPERTY LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	⌒ LINE BREAK
✱ FENCE POST FOUND	⌒ LAND HOOK
△ CALCULATED POINT	P.O.B. POINT OF BEGINNING
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C. POINT OF COMMENCEMENT
⊙ IRON PIPE FOUND	N.T.S. NOT TO SCALE
⊙ AXLE FOUND	D.R.W.C.T. DEED RECORDS
	WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

- 1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
DATE: *2 May 2020*



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

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J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.184 ACRE EASEMENT

SCALE
1" = 100'

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