

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 44, 47, and 85

COUNTY OF WILLIAMSON

§

§

Project: Corridor H/Sam Bass Rd

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County" or "Grantee"), and THE ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, a Texas non-profit corporation (the "Grantor" whether one or more), grants to the County, its 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 H/Sam Bass Rd improvements 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 "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property. Grantor is not liable for construction activities on the Property while Grantee continues acquisition of fee simple interests in the Property.
2. In full consideration for this irrevocable grant of possession and use, other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **SEVEN HUNDRED THREE THOUSAND EIGHT HUNDRED TWENTY-NINE and 00/100 Dollars (\$703,829.00)** directly to Grantor with a check made payable to Grantor's attorney, Braun & Gresham, PLLC as trustee, which payment shall be made within sixty (60) days from the date this Agreement is executed by Grantor. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% 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 approved value is the County's determination, contested by the Grantor, of the just compensation owed



to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and Sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1933273-KFO, issued July 19, 2021 by Title Resources Guaranty Company/Independence Title (and any subsequent updates prior to the Effective Date and with a copy or copies provided to Grantor's attorney) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be **January 14, 2022**.
 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 subsequent actual removal or construction of improvements on the Property, after the

Effective Date of this Agreement, shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay, and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date of this Agreement, including prorated taxes until the Effective Date of this Agreement for the year in which the County takes possession of the Property; thereafter, the County agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document and provide Grantor's attorney a recorded copy.

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:

THE ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS,
a Texas non-profit corporation

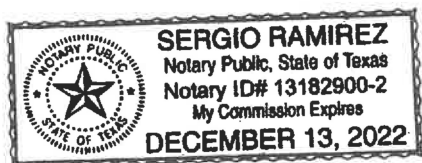
By: Laurie Born
Laurie Born, President / Stated Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5th day of February, 2022 by Laurie Born, in the capacity and for the purposes and consideration recited herein.



Sergio Ramirez
Notary Public, State of Texas
Printed Name: SERGIO RAMIREZ
My Commission Expires: 12-13-2022

COUNTY:

COUNTY:

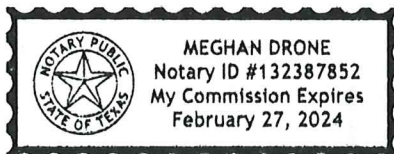
WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
County Commissioner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 11th day of March, 2022 by Valerie Covey, County Commissioner of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



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

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

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May 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 44

DESCRIPTION OF A 1.049 ACRE (45,679 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.142 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH INC., RECORDED MAY 5, 1995 IN VOLUME 2729, PAGE 261, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), ALSO A PORTION OF A CALLED 2.00 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX, AND A PORTION OF A CALLED 2.105 ACRE TRACT OF LAND, DESCRIBED AS TRACT II IN SAID DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX.; SAID 1.049 ACRE (45,679 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 422.05 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 328+29.66 on the west line of said 4.142 acre tract, same being the northeast corner of a 1.869 acre tract of land, described in a deed to Brushy Creek Congregation of Jehovah's Witnesses, recorded in Document No. 2008066488, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S 30°12'22" W, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 348.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,325.42, E=3,112,572.05) set 76.00 feet left of Sam Bass Road E.C.S. 327+92.77 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 4.142 acre tract and said 1.869 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 4.142 acre tract, said 2.00 acre tract, and said 2.105 acre tract, the following eight (8) courses and distances numbered 1-8:

- 1) S 65°52'45" E, a distance of 265.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road E.C.S. 330+57.90,
- 2) N 30°53'32" E, a distance of 4.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.42 feet left of Sam Bass Road E.C.S. 330+58.43, said point being the beginning of a curve to the right,
- 3) With said curve to the right, an arc distance of 9.16 feet, through a central angle of 00°15'07", having a radius of 2,081.61 feet, and a chord that bears S 67°41'10" E, a distance of 9.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.71 feet left of Sam Bass Road E.C.S. 330+67.58,
- 4) S 61°48'19" E, a distance of 73.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 331+40.83, said point being the beginning of a curve to the right,

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

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May 28, 2021

- 5) With said curve to the right, an arc distance of 100.80 feet, through a central angle of 02°46'57", having a radius of 2,075.50 feet, and a chord that bears S 64°08'19" E, a distance of 100.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 332+37.96,
- 6) N 30°55'47" E, a distance of 1.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 332+38.05, said point being the beginning of a curve to the right,
- 7) With said curve to the right, an arc distance of 278.25 feet, through a central angle of 07°40'33", having a radius of 2,077.00 feet, and a chord that bears S 58°54'24" E, a distance of 278.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 335+05.99, and
- 8) S 55°04'08" E, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 336+52.37 on the common line of said 2.105 acre tract and of a called 2.485 acre tract of land, described in a deed to Brushy Creek Municipal Utility District, recorded in Document No. 2014096490, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

9) **THENCE** S 19°37'45" E, with the common line of said 2.105 acre tract and said 2.485 acre tract, passing at a distance of 8.62 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 336+59.40, and continuing for a total distance of 70.95 feet to a 1/2-inch iron rod found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 2.485 acre tract, same being the southeast corner of said 2.105 acre tract and the parcel described herein;

THENCE departing the common line of said 2.105 acre tract and said 2.485 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 10-13:

- 10) N 57°37'52" W, a distance of 394.77 feet to a calculated point,
- 11) N 63°09'19" W, a distance of 84.43 feet to a calculated point, for the southwest corner of said 2.105 acre tract, same being the southeast corner of said 2.00 acre tract,
- 12) N 65°13'54" W, a distance of 184.29 feet to a calculated point, for the southwest corner of said 2.00 acre tract, same being the southeast corner of said 4.142 acre tract, and
- 13) N 65°32'23" W, a distance of 264.34 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.869 acre tract, same being the southwest corner of said 4.142 acre tract and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

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May 28, 2021

14) **THENCE** N 30°12'22" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 50.56 feet to the **POINT OF BEGINNING**, and containing 1.049 acres (45,679 sq. ft.) of land, more or less.

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

Bearing Basis:

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

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

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



Scott C. Brashear 5/28/2021

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

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N30°53'32"E	4.45'
L2	S61°48'19"E	73.90'
L3	N30°55'47"E	1.50'
L4	S19°37'45"E	70.95'
(L4)	(S17°59'00"E)	(620.02')
L5	N63°09'19"W	84.43'
(L5)	(N61°51'44"W)	(84.42')
L6	N30°12'22"E	50.56'

EXHIBIT "A"

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°15'07"RT	2,081.61'	9.16'	9.16'	S67°41'10"E
C2	02°46'57"RT	2,075.50'	100.80'	100.79'	S64°08'19"E
C3	07°40'33"RT	2,077.00'	278.25'	278.04'	S58°54'24"E

ENGINEER'S CENTERLINE
CURVE DATA

PI Sta 333+24.97
N = 10,169,118.80
E = 3,112,847.53
Δ = 10°48'36.71" (RT)
D = 02°51'53.24"
L = 377.35'
T = 189.35'
R = 2,000.00'
PC Sta 331+35.74
PT Sta 335+13.09

W. KINCAID SURVEY
ABSTRACT 374

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
TRACT I
REMAINDER OF A. CALLED
23.859 AC.
DOC. NO. 2004019077
O.P.R. W.C. TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
CALLED 2.485 AC.
DOC. NO. 2014096490
O.P.R. W.C. TX.

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT II
CALLED 2.105 AC.
VOL. 1462, PG. 219
O.R.W.C. TX.

ROUND ROCK PRESBYTERIAN
CHURCH, INC.
RECORDED MARCH 15, 1995
CALLED 4.142 AC.
VOL. 2729, PG. 261
O.R.W.C. TX.

J.H. DILLARD SURVEY
ABSTRACT 176

P.O.C.
5/8"
328+29.66
422.05' LT

P.O.B.
N=10,169,325.42
E=3,112,572.05
327+92.77
76.00' LT

VOL. 10' B.L.
D. R. W.C. TX. 10

VOL. 10' B.L.
D. R. W.C. TX. 10

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D. R. W.C. TX. 10

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D. R. W.C. TX. 10

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D. R. W.C. TX. 10

VOL. 10' B.L.
D. R. W.C. TX. 10

PROPOSED R.O.W.

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PROPOSED R.O.W.

PROPOSED R.O.W.

PROPOSED R.O.W.

PROPOSED R.O.W.

PROPOSED R.O.W.

PROPOSED R.O.W.

PROPOSED R.O.W.

C.R. 175 (SAM BASS RD)

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

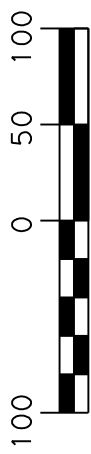
EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

VARIABLE WIDTH
NO RECORD INFORMATION FOUND



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



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02NP-44.dgn

PAGE 4 OF 6

REF. FIELD NOTE NO. 48104

EXISTING 8.247 AC. ACQUIRE 1.049 AC. REMAINING 7.198 AC. LEFT

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933273, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE N/A, AND ISSUED DATE N/A.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

10A. RIGHTS OF PARTIES IN POSSESSION.

B. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF LAND.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

G. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPE LINE (UNPLOTTABLE, MAY AFFECT)

H. EASEMENT:
RECORDED: VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: TEXAS POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC AND COMMUNICATION LINES (DOES NOT AFFECT)

I. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE POLLUTION ABATEMENT PLANE:
RECORDED: VOLUME 1667, PAGE 16, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

K. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2001011934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

L. TERMS, CONDITIONS, AND STIPULATIONS IN ORDER NO. 02110: ORDER GRANTING PETITION REQUESTING ADDITION OF LAND TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:
RECORDED: DOCUMENT NO. 2002006236, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

M. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERE TO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

A

BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
CALLED 1,869 AC.
DOC. NO. 2008068488
O.P.R.W.C.TX.

B

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT 1
CALLED 2.00 AC.
VOL. 1462, PG. 219
O.R.W.C.TX.

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC.	LEFT
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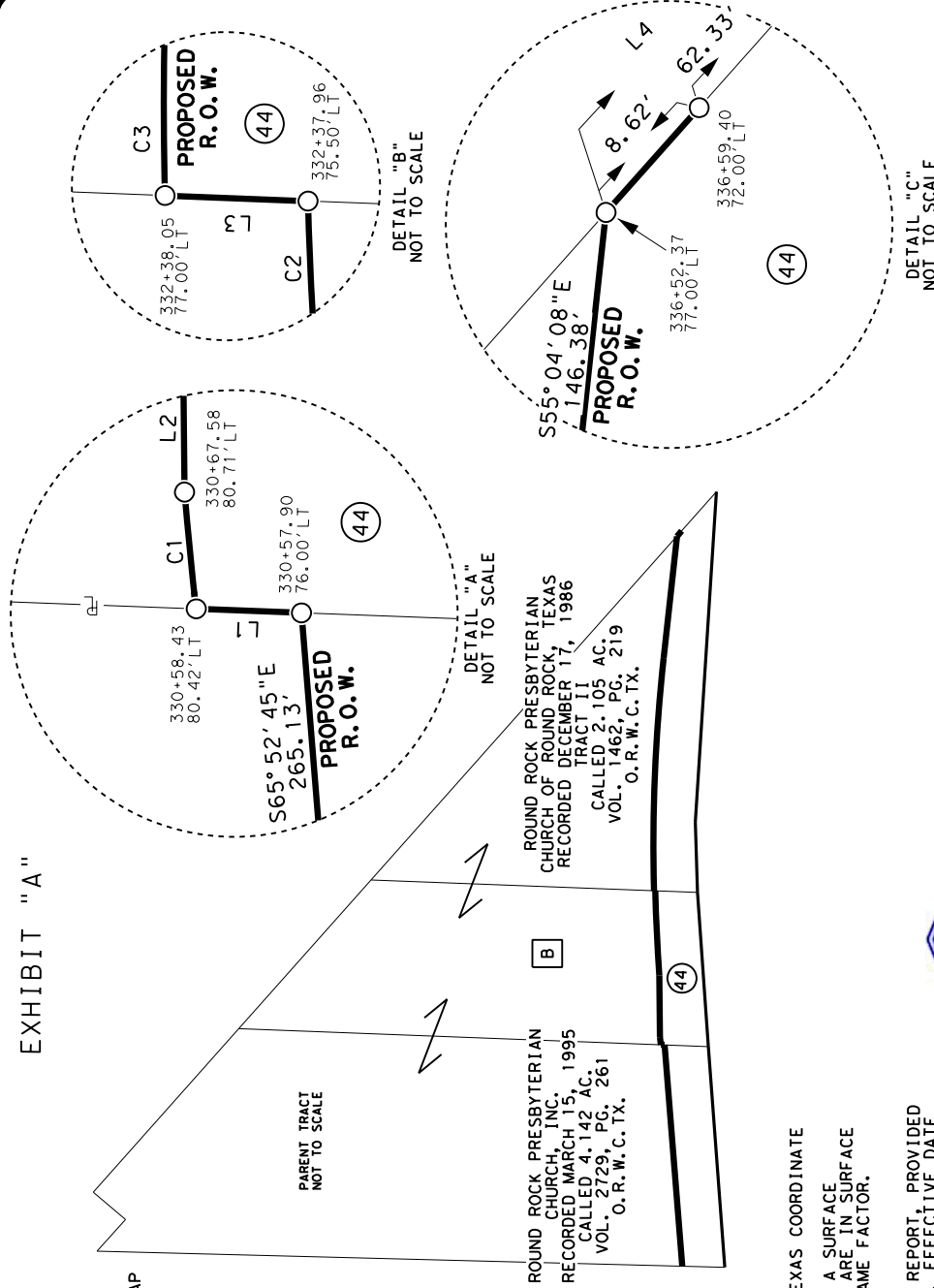
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N. T. S. NOT TO SCALE
- D. R. W. C. T. X. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O. R. W. C. T. X. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O. P. R. W. C. T. X. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE, AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1933273, EFFECTIVE DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT), AND ISSUED DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT). THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

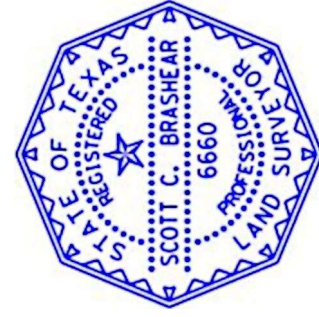
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

5/18/2015

Scott C. Brashear

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

DATE



FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02NP-44.dgn
PAGE 6 OF 6
REF. FIELD NOTE NO. 48104

EXISTING 8.247 AC. ACQUIRE 1.049 AC. REMAINING 7.198 AC. LEFT



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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)