

**REAL ESTATE CONTRACT**  
Southeast Loop (Segment 2) Right of Way

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

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

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

All of that certain 0.117 acre (5,102 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 85**); and

Drainage easement interest in and across all of that certain 0.051 acre (2,238 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 85DE**); and

Grading temporary construction easement interest in and across all of that certain 0.071 acre (3,096 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 85TCE**);

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

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property interests described in Exhibits "A-C", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

### **Payment of Purchase Price**

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

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### **Conditions to Purchaser's Obligations**

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

### **Miscellaneous Conditions**

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

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

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before June 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", and deliver to Williamson County a duly executed and acknowledged Grading Temporary Construction Easement in and across the portion of the Property described in Exhibit "C", all free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto. The Grading Temporary Construction Easement shall be in the form as shown in Exhibit "F".

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VI  
BREACH BY SELLER**

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

**ARTICLE VII  
BREACH BY PURCHASER**

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

**ARTICLE VIII  
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

#### Legal Construction

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

#### Prior Agreements Superseded

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

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

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

Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

  
Herbert Wayne Raesz

Address: 2550 FM 3349

Taylor, Tx 76574


Date: 5-18-2022

  
Karen D. Raesz

Date: 5-18-22

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell (May 24, 2022 14:58 CDT)  
\_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

Date: May 24, 2022



EXHIBIT "A"

County: Williamson  
Parcel No.: 85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 4  
May 6, 2022

**PROPERTY DESCRIPTION FOR PARCEL 85**

DESCRIPTION OF A 0.117 ACRE (5,102 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.117 ACRE (5,102 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 1/2-inch iron rod found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,587.10 feet 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,165,047.46, E=3,191,068.01) set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the end of a Control of Access (C.O.A.);

1) **THENCE** N 07°24'47" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 105.70 feet to a 1/2-inch iron rod found, for an angle corner of a remainder of a called 92.278 acre tract of land, described in a deed to Walnut Corner, L.L.C., recorded in Document No. 2003043723, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 72.25 acre tract and of the parcel described herein;

2) **THENCE** S 82°29'42" E, departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.278 acre tract, a distance of 95.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 387+99.55 on the proposed south right-of-way line of said Southeast Loop, for the east corner of the parcel described herein, said point being the beginning of a curve to the right;

County: Williamson  
Parcel No.: 85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

3) **THENCE** departing the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.287 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the right, passing at an arc distance of 61.47 feet a calculated point 230.00 feet right of Southeast Loop 387+40.63, for the beginning of said C.O.A., and continuing for a total arc distance of 142.49 feet, through a delta 01°28'35", having a radius of 5,530.00 feet, and a chord that bears S 49°36'52" W, a distance of 142.48 feet to the **POINT OF BEGINNING**, also being said end of Control of Access, and containing 0.117 acres (5,102 sq. ft.) of land, more or less.

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

SAM Job No. 61125

# EXHIBIT "A"

WILLIAM MULLEN 28.  
SECTION NO. 446  
ABSTRACT NO. 446

JUDY BOEHM-LIMMER  
CALLED 461.37 AC.  
DOC. NO. 2018092464  
O.P.R.W.C. TX.

P.O.B.  
END COA  
N=10,165,047.46  
E=3,191,068.01  
386+62.99  
230.00' RT

N07° 24' 47"E  
2,587.10'  
N07° 24' 47"E 105.70'

(0.117 AC.)

(S81° 00' 30"E 1,230.20')  
S82° 29' 42"E 95.71'

DRAINAGE  
EASEMENT

BEGIN COA  
387+40.63  
230.00' RT

HERBERT WAYNE RAESZ AND  
WIFE, KAREN D. RAESZ  
RECORDED MARCH 9, 1979  
REMAINDER OF A  
CALLED 72.25 AC.  
VOL. 749 PG. 932  
D.R.W.C. TX.

TEMPORARY  
CONSTRUCTION  
EASEMENT

387+99.55  
230.00' RT

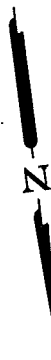
WALNUT CORNER, L.L.C.  
REMAINDER OF A CALLED 92.278 AC.  
DOC. NO. 2003043723  
O.P.R.W.C. TX.

SECTION NO. 8.  
KUNKENDALL  
ABSTRACT NO. 378

SOUTHEAST LOOP  
ENGINEER'S CENTERLINE

APPROXIMATE LOCATION OF SURVEY LINE

(N81° 13' 30"W 589.04')



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

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 28' 35" RT	5,530.00'	142.49'	142.48'	S49° 36' 52" W

CURVE TABLE

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 398+76.46  
N = 10,165,001.47  
E = 3,192,308.20  
Δ = 68° 48' 38" (LT)  
D = 01° 04' 52"  
L = 6,365.15'  
T = 3,629.70'  
R = 5,300.00'  
PC Sta 362+46.75  
PT Sta 426+11.90

JUDY S. AND  
DOYLE S. SR. HOBBS  
CALLED 96.287 AC.  
DOC. NO. 2012108041  
O.P.R.W.C. TX.

FILE: \\samine\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85\PLAT\02xp-85.dgn  
EXISTING \*16.244 AC. ACQUIRE 0.117 AC. REMAINING 16.127 AC. RIGHT

REF. FIELD NOTE NO. 49057  
PAGE 3 OF 4



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  
HERBERT WAYNE RAESZ AND  
WIFE, KAREN D. RAESZ  
TAX ID: R020830 & R020827  
PARCEL 85  
0.117 AC. (5,102 SQ. FT.)

# LEGEND

## EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊕ FENCE POST (TYPE NOTED)
- ⊗ TYPE I CONCRETE MONUMENT FOUND
- ⊙ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊖ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊙ RAILROAD TIE
- ⊖ CALCULATED POINT
- ⊕ 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.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

### NOTES:

1. 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 1.00012352. 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.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. 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.

# Preliminary

05/06/2022 12:33:56 PM

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

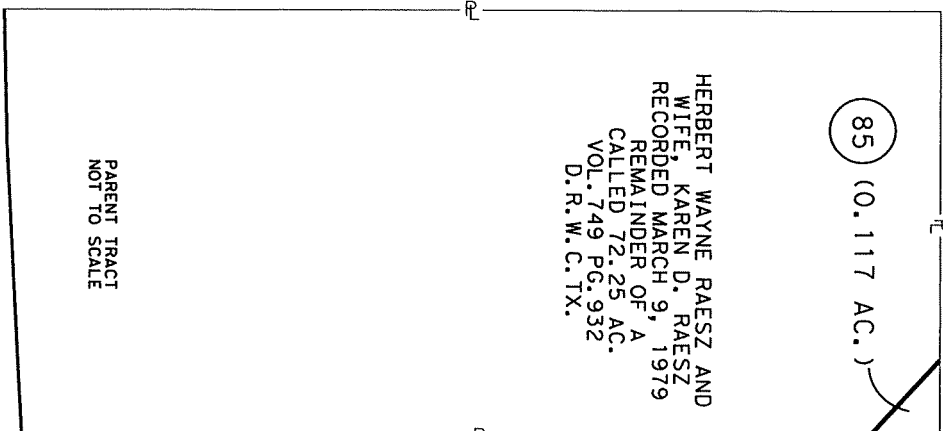
DATE

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03\exhibits\85\PLAT\02\p-85.dgn REF. FIELD NOTE NO. 49057  
EXISTING \*16.244 AC. ACQUIRE 0.117 AC. REMAINING 16.127 AC. RIGHT



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  
HERBERT WAYNE RASESZ AND  
WIFE, KAREN D. RASESZ  
TAX ID: R020830 & R020827  
PARCEL 85  
0.117 AC. (5,102 SQ. FT.)



F.M. 3349

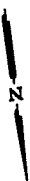


EXHIBIT "B"

County: Williamson  
Parcel No.: DE-85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 4  
May 6, 2022

**PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 85**

DESCRIPTION OF A 0.051 ACRE (2,238 SQ. FT.) EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.051 ACRE (2,238 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,528.63 feet to a calculated point (Surface Coordinates: N=10,164,989.47 , E=3,191,060.47) 270.00 feet right of Southeast Loop E.C.S 386+22.26, for the southwest corner and the **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** N 07°24'47" E, continuing with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 58.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described, said point being the end of a Control of Access (C.O.A.) and the beginning of a curve to the left;

2) **THENCE** departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, an arc distance of 34.39 feet, through a delta 00°21'23", having a radius of 5,530.00 feet, and a chord that bears N 50°10'28" E, a distance of 34.39 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S 386+95.95, for the northeast corner of the easement described herein;

**THENCE** departing the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 72.25 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 40°00'13" E, a distance of 40.00 feet to a calculated point 270.00 feet right of Southeast Loop E.C.S 386+95.95, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right, and

EXHIBIT "B"

County: Williamson  
Parcel No.: DE-85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 4  
May 6, 2022

- 4) With said curve to the right, an arc distance of 77.45 feet, through a delta  $00^{\circ}47'48''$ , having a radius of 5,570.00 feet, and a chord that bears  $S 50^{\circ}23'41'' W$ , a distance of 77.45 feet to the **POINT OF BEGINNING**, and containing 0.051 acres (2,238 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 NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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.

**Preliminary**

05/06/2022 12:32:34 PM

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

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

# EXHIBIT "B"

SOUTHEAST LOOP  
ENGINEER'S CENTERLINE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°24'47"E	2,528.63'
(L1)	(N08°53'00"E)	(2,692.73')
L2	N07°24'47"E	58.48'
L3	S40°00'13"E	40.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'23"LT	5,530.00'	34.39'	34.39'	N50°10'28"E
C2	00°47'48"RT	5,570.00'	77.45'	77.45'	S50°23'41"W
C3	00°28'59"LT	5,530.00'	46.62'	46.62'	N49°45'18"E

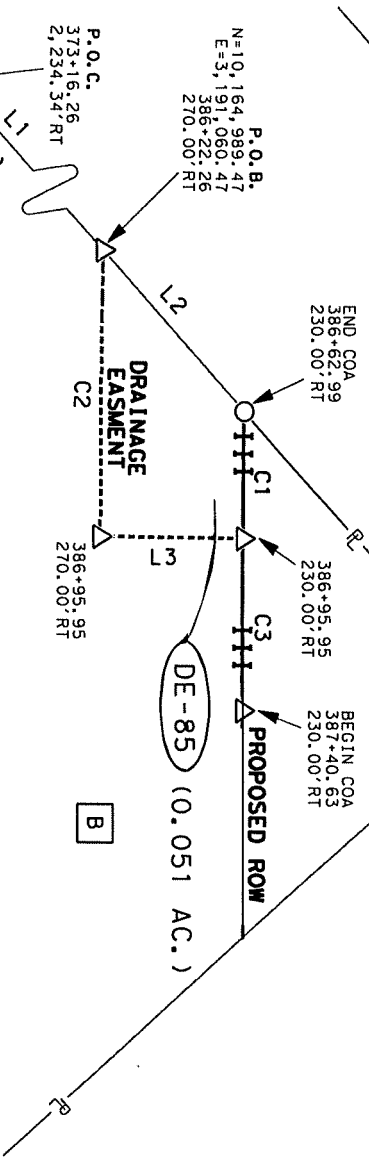
R.S. NEIGHBORS  
27. ABSTRACT NO. 483  
SURVEY NO.

KUKKENDALL  
8. ABSTRACT NO. 378  
SECTION NO.

JUDY BOEHM-LIMMER  
CALLED 461.37 AC.  
DOC. NO. 2018092464  
O.P.R. W.C. TX.

WALNUT CORNER, L.L.C.  
REMAINDER OF A CALLED 92.278 AC.  
DOC. NO. 2003043723  
O.P.R. W.C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stg 398+76.46  
N = 10,165,001.47  
E = 3,192,308.20  
Δ = 68°48'38" (LT)  
D = 01°04'52"  
L = 6,365.15'  
T = 3,629.70'  
R = 5,300.00'  
PC Stg 362+46.75  
PT Stg 426+11.90



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

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
HERBERT WAYNE RASESZ AND  
WIFE, KAREN D. RASESZ  
TAX ID: R020830 & R020827  
DE-85  
0.051 AC. (2,238 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)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ BOD NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- △ CALCULATED POINT
- ⊥ 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.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. 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 1.00012352. 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.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MINISTRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. 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.

# Preliminary

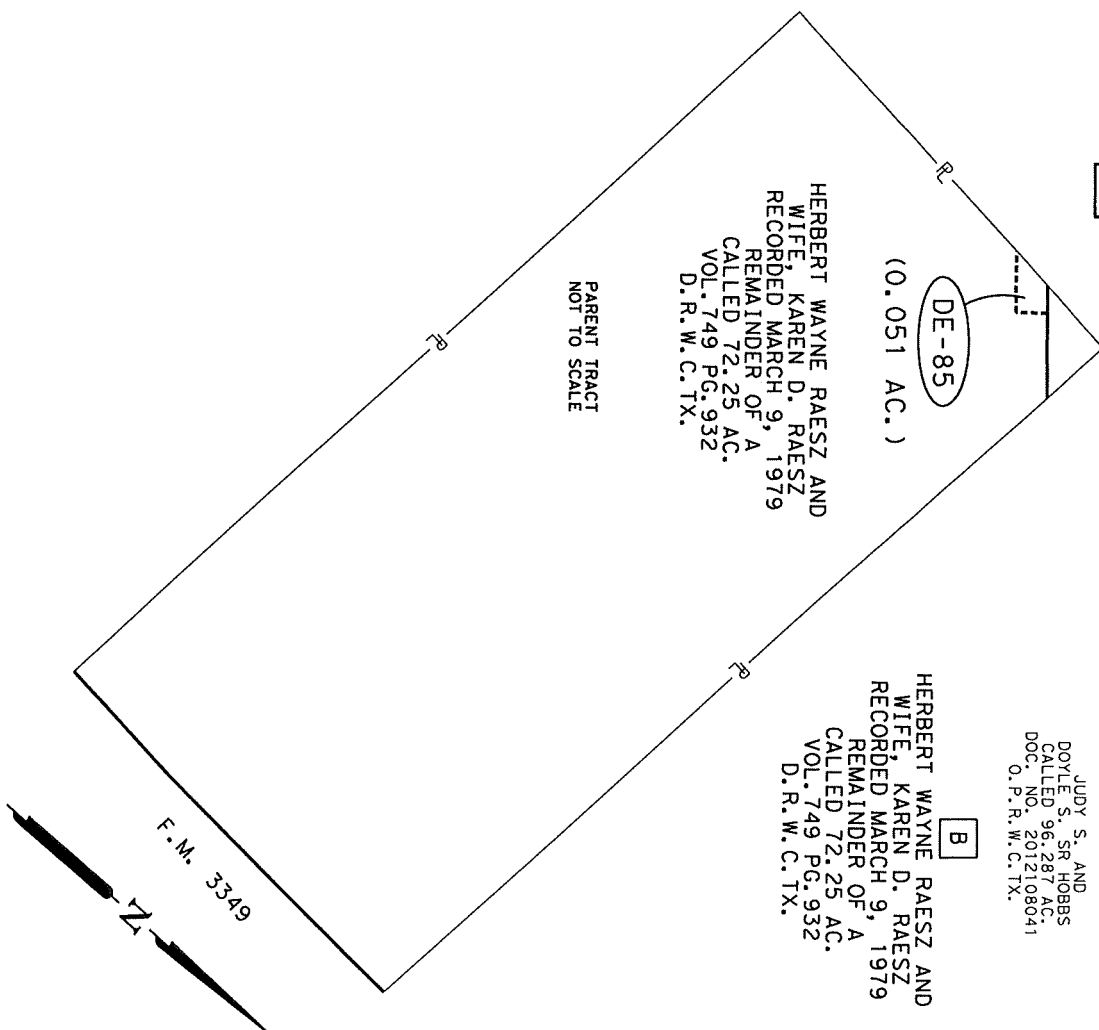
05/06/2022 12:32:41 PM

DATE

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

## EXHIBIT

**B**



FILE:\\semine\\AUS\\PROJECTS\\1021061125\\100\\Survey\\03\\Exhibits\\85-DE\\PLAT\\00DE-85.dgn REF. FIELD NOTE NO. 49127

EXISTING \*16.244 AC. ACQUIRE 0.000 AC. REMAINING 16.244 AC. RIGHT

# SAM

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

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
HERBERT WAYNE RAESZ AND  
WIFE, KAREN D. RAESZ  
TAX ID: R020830 & R020827  
DE-85  
0.051 AC. (2,238 SQ. FT.)



EXHIBIT "C"

County: Williamson  
Parcel No.: TCE-85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 4  
May 6, 2022

**PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 85**

DESCRIPTION OF A 0.071 ACRE (3,096 SQ. FT.) EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.071 ACRE (3,096 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,587.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, said point being the end of a Control of Access (C.O.A.) and the beginning of a curve to the left;

**THENCE** departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, an arc distance of 34.39 feet, through a delta 00°21'23", having a radius of 5,530.00 feet, and a chord that bears N 50°10'28" E, a distance of 34.39 feet to a calculated point (Surface Coordinates: N=10,165,069.49, E=3,191,094.42) 230.00 feet right of Southeast Loop E.C.S 386+95.95, for the northwest corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the left;

1) **THENCE** continuing with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, passing at an arc distance of 46.63 feet a calculated point 230.00 feet right of Southeast Loop 387+40.63, for the beginning of said C.O.A., and continuing for a total arc distance of 108.10 feet, through a delta 01°07'12", having a radius of 5,530.00 feet, and a chord that bears N 49°26'11" E, a distance of 108.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 387+99.55 on the common line of said remainder of a called 72.25 acre tract and of a remainder of a called 92.278 acre tract of land, described in a deed to Walnut Corner, L.L.C., recorded in Document No. 2003043723, O.P.R.W.C.TX., for the northeast corner of the easement described herein;

2) **THENCE** S 82°29'42" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.278 acre tract, a distance of 33.26 feet to a calculated point 255.00 feet right of Southeast Loop E.C.S 388+20.52, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right;

County: Williamson  
Parcel No.: TCE-85  
Tax ID: R020830 & R020827  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

SAM Job No. 61125

# EXHIBIT "C"

## SOUTHEAST LOOP ENGINEER'S CENTERLINE

### LINE TABLE

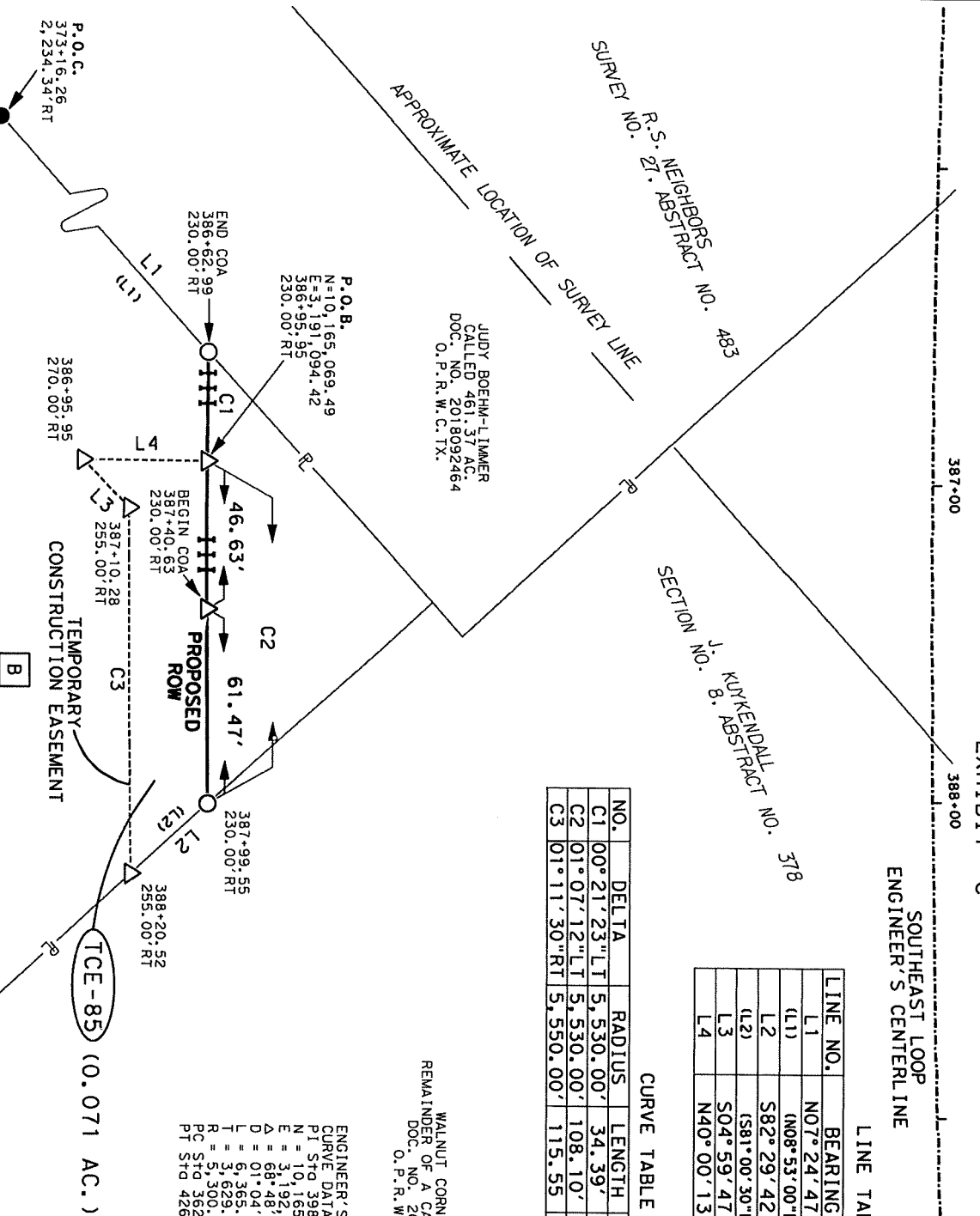
LINE NO.	BEARING	DISTANCE
L1	N07°24'47"E	2,587.10'
(L1)	(N08°53'00"E)	(2,692.73')
L2	S82°29'42"E	33.26'
(L2)	(S81°00'30"E)	(1,230.20')
L3	S04°59'47"W	21.24'
L4	N40°00'13"W	40.00'

### CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'23"L	5,530.00'	34.39'	34.39'	N50°10'28"E
C2	01°07'12"L	5,530.00'	108.10'	108.10'	N49°26'11"E
C3	01°11'30"RT	5,550.00'	115.55'	115.54'	S49°14'44"W

WALNUT CORNER, L.L.C.  
REMAINDER OF A CALLED 92.278 AC.  
DOC. NO. 2003043723  
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Stn 329+76.46  
N = 10,165,001.47  
E = 3,192,508.20  
Δ = 68°48'38" (LT)  
D = 01°04'52"  
L = 6,365.15'  
T = 3,629.70'  
R = 5,300.00'  
PC Stn 362+46.75  
PT Stn 426+11.90



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

FILE: \\samine\AUS\PROJECTS\1021061125\100\Survey\03\Exhibits\85-TCE\PLAT\02\TCE-85.dgn  
EXISTING \*16.244 AC. ACQUIRE 0.000 AC. REMAINING 16.244 AC. RIGHT

PAGE 3 OF 4  
REF. FIELD NOTE NO. 49126  
TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
HERBERT WAYNE RASESZ AND  
WIFE, KAREN D. RASESZ  
TAX ID: R020830 & R020827  
TCE-85  
0.071 AC. (3,096 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)
- TYPE I CONCRETE MONUMENT FOUND
- ⊙ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ BOD NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊕ SPINDLE FOUND
- ⊕ RAILROAD TIE
- △ CALCULATED POINT
- ⊔ 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.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 4 --- DEED LINE (COMMON OWNERSHIP)
- 1 --- DISTANCE NOT TO SCALE

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. 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.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM "JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021."
4. 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.

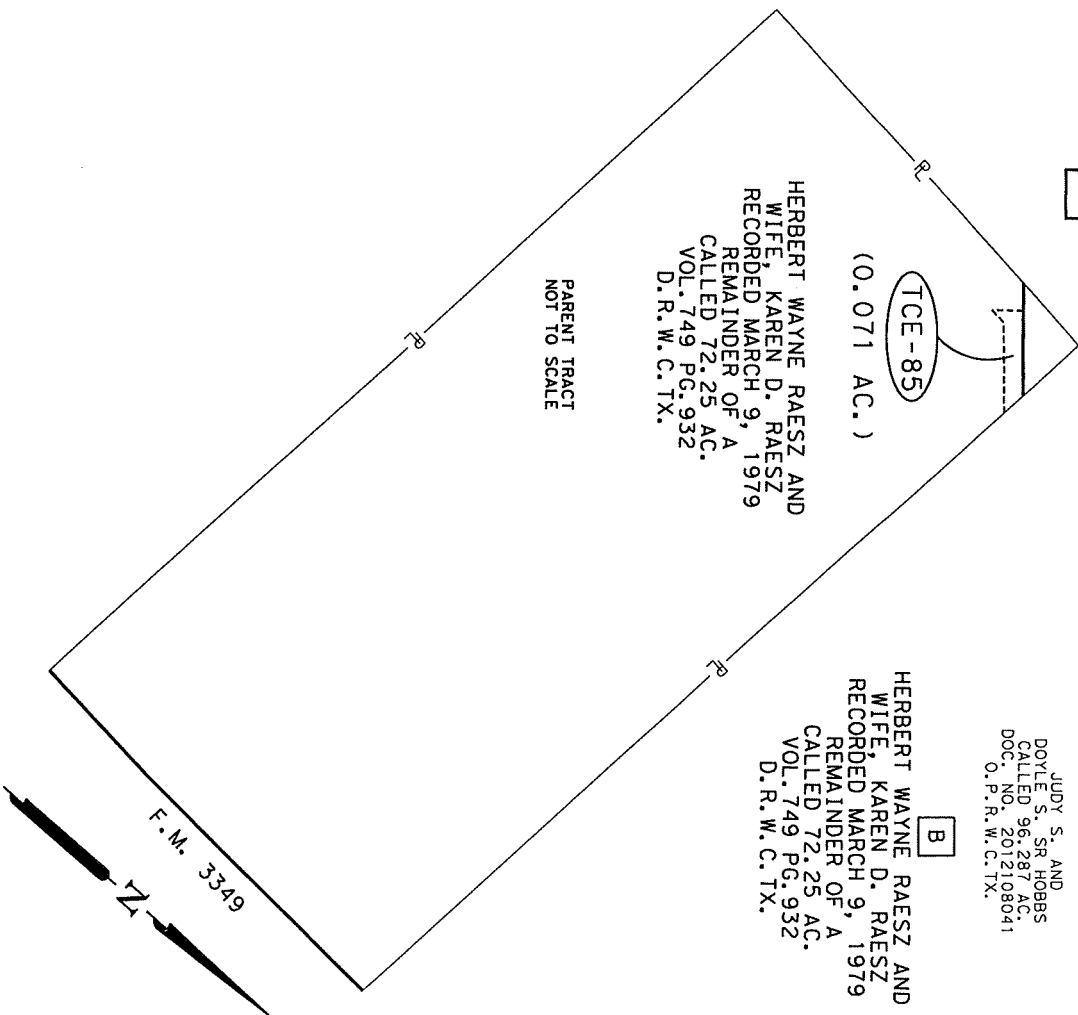
# Preliminary

05/06/2022 12:34:21 PM

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

DATE

## EXHIBIT



JUDY S. AND  
DOYLE S. SR HOBBS  
CALLED 96.287 AC.  
DOC. NO. 2012108041  
O.P.R.W.C.TX.

HERBERT WAYNE RAESZ AND  
WIFE, KAREN D. RAESZ  
RECORDED MARCH 9, 1979  
REMAINDER OF A  
CALLED 72.25 AC.  
VOL. 749 PG. 932  
D.R.W.C.TX.

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85\_TCE\PLAT\02TCE-85.dgn

EXISTING

\*16.244 AC.

ACQUIRE

0.000 AC.

REMAINING 16.244 AC. RIGHT

PAGE 4 OF 4  
REF. FIELD NOTE NO. 49126

# SAM

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

TEMPORARY CONSTRUCTION

EASEMENT SKETCH

SHOWING PROPERTY OF

HERBERT WAYNE RAESZ AND

WIFE, KAREN D. RAESZ  
TAX ID: R020830 & R020827  
TCE-85  
0.071 AC. (3,096 SQ. FT.)

# EXHIBIT "D"

Parcel 85

## DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

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

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

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

All of that certain 0.117 acre (5,102 square foot) tract of land in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 85)**

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

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

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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

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

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Herbert Wayne Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

\_\_\_\_\_  
Karen D. Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**



# EXHIBIT "E"

## DRAINAGE EASEMENT

Southeast Loop (Segment 2)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That **HERBERT WAYNE RAESZ and KAREN D. RAESZ**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.051 acre (2,238 square foot) tract of land, more or less, being out of the J. Kuykendall Survey, Section No. 8, Abstract No. 378 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 85DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Herbert Wayne Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited herein.

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

**GRANTOR:**

\_\_\_\_\_  
Karen D. Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

# EXHIBIT "F"

## GRADING TEMPORARY CONSTRUCTION EASEMENT

Southeast Loop (Segment 2)

### KNOW ALL PERSONS BY THESE PRESENTS:

That **HERBERT WAYNE RAESZ and KAREN D. RAESZ** (hereafter referred to as "Grantor"), whether one or more, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

Grantee shall be allowed to extend the duration of the Temporary Construction Easement identified herein for up to three (3) additional and consecutive thirty (30) day periods upon (1) notification to Grantor in writing of the requested extension period, and (2) tendering the sum of \$1,000 for each additional extension period used.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway or other ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

\_\_\_\_\_  
Herbert Wayne Raesz

**Acknowledgment**

State of Texas                    §  
   §  
County of \_\_\_\_\_       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited herein.

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

**GRANTOR:**

\_\_\_\_\_  
Karen D. Raesz

**Acknowledgment**

State of Texas                   §  
   §  
County of \_\_\_\_\_       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited  
herein.

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

**ACCEPTED AND AGREED BY GRANTEE:**

WILLIAMSON COUNTY, TEXAS

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

**Acknowledgment**

State of Texas                   §  
  §  
County of Williamson       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

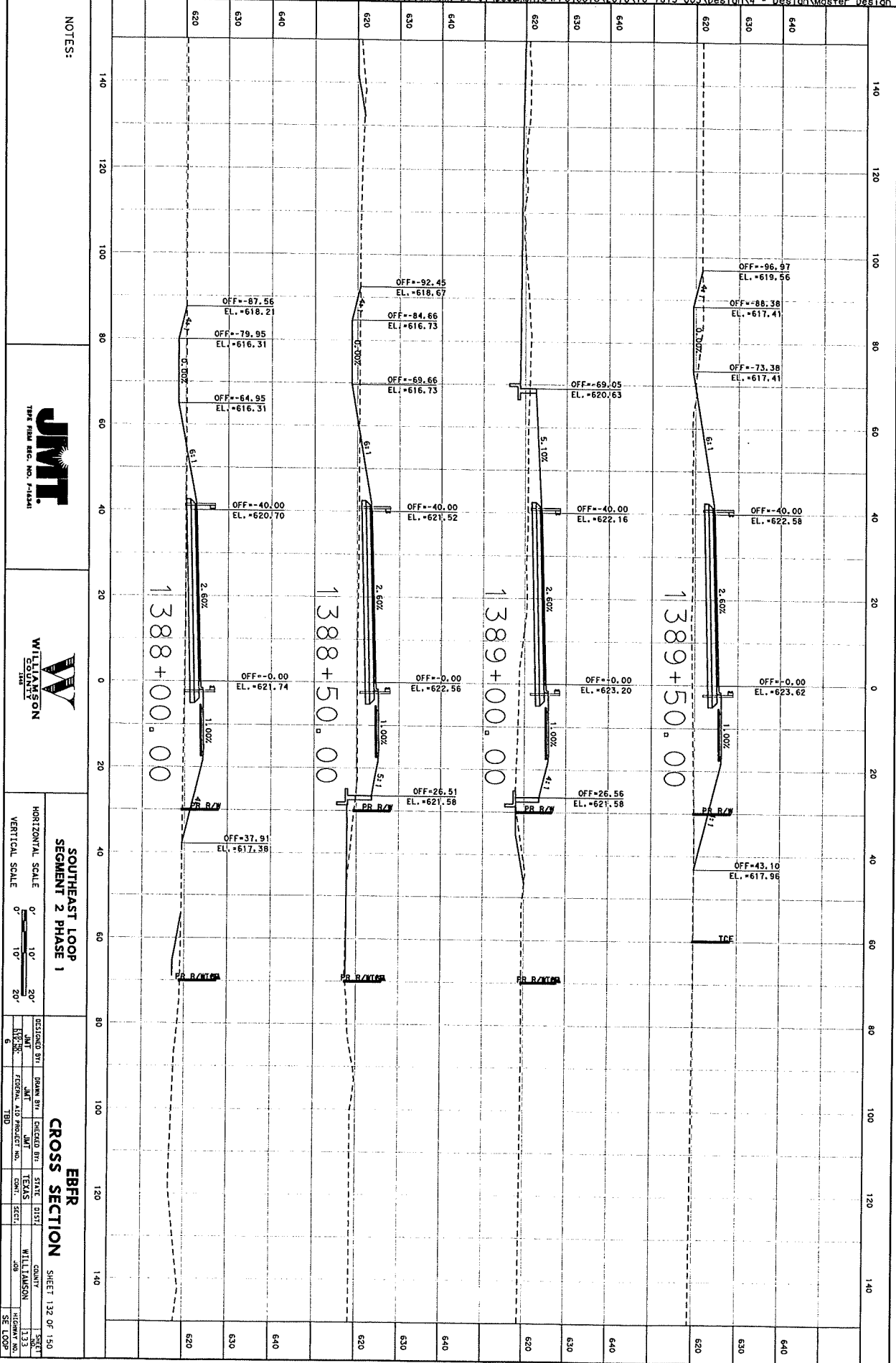
**AFTER RECORDING RETURN TO:**



# EXHIBIT "B" TO TEMP EASEMENT

DRAWING DATE: 2/25/2022

FILENAME: pw:\mt-pw.bentley.com\mt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File



DRAWING DATE: 2/25/2022

FILENAME: pw:\int-pw.bentley.com\int-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File

