

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(Sam Bass Road)**

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas (the “District”) and **Williamson County**, a political subdivision of the State of Texas (the “County”). In this Agreement, the District and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, the County is in the process of improving Sam Bass Road in Williamson County,

WHEREAS, the County’s proposed roadway improvements necessitate relocation of certain existing waterline improvements, a water fountain and subdivision entry sign owned and operated by the District;

WHEREAS, a portion of the District waterline improvements to be relocated are within one or more existing easements held by the District;

WHEREAS, this Agreement sets forth the contractual agreements of the Parties relating to relocation of the District’s water system improvements, water fountain and subdivision entry sign necessitated by the County’s construction of improvements to Sam Bass Road.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 “Bid Documents” means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project or components thereof.

1.03 “County” means Williamson County, Texas.

1.04 “District Engineering Work” means the engineering consulting and design services to be undertaken by the District’s engineering consultants on behalf of the District in connection with the Project, including design services for the District Waterline Improvements and New Fountain; participation in meetings with County representatives relating to the Project; construction inspection services relating to

the District Waterline Improvements; and construction administration services relating to the New Fountain.

1.05 “District Engineering Costs” means all costs and expenses incurred by the District relating to or arising out of the District Engineering Work.

1.06 “District Waterline Improvements” means the new water transmission line improvements, together with related facilities, equipment and appurtenances, to be funded and constructed by the County to replace the Existing District Improvements in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition to the Existing District Improvements, then any such water system improvements that must be relocated will be deemed District Waterline Improvements for purposes of this Agreement, and shall be relocated at the County’s sole cost and expense. as part of the District Improvements. The District Waterline Improvements do not include the New Fountain, which shall be constructed by the District. The District Waterline Improvements are generally described in the drawings attached hereto as **Exhibit “B”**.

1.07 “Effective Date” means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

1.08 “Eligible Relocation Area” means that portion of the Project Area for which the County shall be responsible for any future relocation of the District Waterline Improvements, said area being the Project Area encumbered by the Existing Easement. The Eligible Relocation Area is more particularly described on **Exhibit “C”** attached hereto.

1.09 “Existing Easement” means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements including without limitation, the easement recorded at Volume 646, Page 315 of the Official Public Records of Williamson County, Texas.

1.10 “Existing District Improvements” means all existing water transmission line improvements and the water fountain and subdivision entry sign, and all related facilities, equipment and appurtenances owned and operated by the District and located within the Project Area that will be abandoned in place or removed by the County in accordance with the terms and conditions of this Agreement.

1.11 “Existing Fountain” means the existing water fountain owned by the District located at the northwest corner of Sam Bass Road and Great Oaks Drive to be demolished by the County, and replaced by the District, at the County’s sole cost and expense.

1.12 “New Fountain” means the new water fountain facility and related appurtenances to be designed and constructed by the District at the County’s sole cost and expense in accordance with the terms and conditions of this Agreement. The New Fountain is generally described in that certain Engineering Report prepared by MRB Group on behalf of the County dated August 27, 2021, and the County approves the New Fountain as described therein for all purposes.

1.13 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.14 “Project” means, collectively, the Roadway Improvements, the District Waterline Improvements and the New Fountain.

1.15 “Project Area” means the area in which the Project will be undertaken. The Project Area is more particularly identified by the engineering stations shown or referenced in **Exhibit “A”** attached hereto.

1.16 “Project Contractor” means the contractor(s) that enter into a contract with the County for construction of the Roadway Improvements and District Waterline Improvements.

1.17 “Right of Way Dedication Area” means that certain real property more particularly described in **Exhibit “E”** attached hereto that shall be conveyed and dedicated by the District to the County as public right-of-way.

1.18 “Roadway Improvements” means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the County within the Project Area.

II. STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the District to abandon the Existing Easement in the Project Area but not elsewhere; to provide for the District to abandon the Existing District Improvements in the Project Area but not elsewhere; to provide for the design of the District Improvements at the County’s sole cost and expense; to provide for the construction of the District Waterline Improvements by the County at the County’s sole cost and expense; to provide for the construction of the New Fountain by the District at the County’s sole cost and expense; to provide for the relocation or reconstruction of the subdivision entry sign by the County at the County’s sole cost and expense; to memorialize the agreement of the Parties relating to future operation, maintenance, repair and relocation of the District Improvements; and to provide for the dedication and conveyance of the Right of Way Dedication Area by the District to the County, all so that the County may proceed with the Roadway Improvements as promptly as practicable.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and District Engineer on behalf of the District, and Williamson County Bond Program GEC Project Coordinator and Program Director on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the District Improvements;
- (ii) The review and approval of the Bid Documents, as related to the District Improvements;
- (iii) The review of the bid tabulation and qualification of prospective contractors for the District Improvements;

- (iv) The periodic review of the status of construction of the District Improvements;
- (v) The review and approval of change orders relating to the construction of the District Improvements;
- (vi) The review and approval of invoices for payment related to the District Improvements;
- (vii) The confirmation of final completion of construction of the District Improvements; and
- (viii) Any other pertinent matters relating to the construction or operation of the District Improvements, or the Project to the extent any such matter impacts the District Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT AND APPROVALS

4.01 Design of District Improvements.

(a) Promptly after execution of this Agreement by the Parties, the District will promptly authorize its engineering consultants to provide engineering consulting services for the District Engineering Work.

(b) Notwithstanding the foregoing, the County shall be responsible for timely providing to the District's engineer the specification for removal, handling, disturbance, cutting, and disposal of existing asbestos-cement (AC) pipe since the County will be administering construction of the District Waterline Improvements.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the District Engineering Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the actual cost of the District Engineering Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other actual engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the District Engineering Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

4.05 Permits and Approvals. The County shall be responsible for securing any and all regulatory approvals required for the Project. Without limitation, the County shall be responsible for securing all water pollution and abatement plan (WPAP) approvals that may be required by the Texas Commission on Environmental Quality for the Project, including the New Water Fountain.

V.
EASEMENT MATTERS

5.01 Future Utility Relocation. By reason of the District's rights under the Existing Easement, the County shall be responsible for any and all actual costs and expenses incurred by the District in connection with future relocation of the District Waterline Improvements located in the Eligible Relocation Area necessitated by the existence of such improvements being located within public right-of-way (and excluding any voluntary relocation by the District). The District shall be responsible for all costs and expenses associated with any future relocation of the District Waterline Improvements located in the remainder of the Project Area. Simultaneously with the execution of this Agreement, the Parties shall execute that certain "Utility Joint Use Agreement" in the form attached hereto as **Exhibit "D"** memorializing the County's future relocation obligation. Either Party may record the Utility Joint Use Agreement in the Official Public Records of Williamson County, Texas.

VI.
CONSTRUCTION OF PROJECT

6.01 General.

(a) The County shall construct all physical improvements that constitute the Roadway Improvements and the District Waterline Improvements.

(b) The District shall construct all physical improvements that constitute the New Fountain.

6.02 Bid Documents for District Waterline Improvements.

(a) The Bid Documents utilized by the County for the District Waterline Improvements must meet the following requirements:

(i) The plans and specifications for the District Waterline Improvements within the Bid Documents shall be in the forms prepared by the District (with the exception of the AC pipe specification to be provided by the County);

(ii) The Bid Documents shall include a warranty period of two years for the District Waterline Improvements;

(iii) The Bid Documents shall require that the Existing District Improvements remain operational at all times until the District Waterline Improvements are completed, operational, and accepted by the District;

(iv) The construction contract included within the Bid Documents shall obligate the contractor(s) to repair or replace any damages to District facilities and property to a like or better condition than their pre-existing condition arising out of the Project, including without limitation damage to landscaping, fences and irrigation facilities.

(v) The District shall be named as an additional insured on the contractor's insurance policies; and

(vi) The Bid Documents for the Project shall provide for demolition and removal of the Existing Fountain.

(vii) The Bid Documents shall require the Project Contractor to secure District approval for, and comply with District security procedures relating to, any entry to the District's water treatment plant facility site in connection with the Project.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the District Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Documents for New Fountain. The District shall be solely responsible for preparation of the Bid Documents for the New Fountain. All actual costs incurred by the District in connection therewith shall constitute District Engineering Work to be reimbursed by the County in accordance with the terms of this Agreement.

6.04 Bid Award.

(a) All construction contracts for the District Waterline Improvements and Roadway Improvements will be competitively bid and awarded by the County in the manner provided by State laws for construction contracts by counties.

(b) The bid tabulation and related information for the construction of the District Waterline Improvements and Roadway Improvements will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

(c) All construction contracts for the New Fountain will be competitively bid and awarded by the District in the manner provided by State laws for construction contracts by municipal utility districts.

(d) The bid tabulation and related information for the construction of the New Fountain will be submitted to the Project Committee for review and consideration. The District shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the District.

6.05 Construction of Project.

(a) **Roadway Improvements and District Waterline Improvements.** The County shall be responsible for constructing, or causing to be constructed, the Roadway Improvements and the District Waterline Improvements. In connection with the construction of the District Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the District Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents.

(b) **New Fountain.** The District shall be responsible for constructing, or causing to be constructed, the New Fountain.

(c) **Relocation of Sign.** In connection with construction of the Roadway Improvements, the County shall cause the existing Brushy Creek North sign located at the northeast corner of Sam Bass Road and Great Oaks Drive to be relocated to the area identified in Exhibit "B" attached hereto. If the sign is destroyed in connection with the Project for any reason, the County shall cause a replacement sign to be manufactured and installed.

(d) **Traffic Control Plans.** The County shall be responsible development and implementation of all traffic control plans associated with construction of the Road Improvements and the District Waterline Improvements.

(e) **Inspection.**

(i) The District shall retain an on call construction inspector to inspect the District Waterline Improvements. All costs incurred by the District in connection therewith shall qualify as District Engineering Work to be reimbursed by the County in accordance with the terms of this Agreement. The District shall notify the Project Committee of any construction defects found by the inspector relating to the District Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect.

(ii) The District may elect to have its employees or staff inspect or observe construction of the District Waterline Improvements from time to time but shall be solely responsible for all costs and expenses related thereto.

(iii) The District's representatives shall have a reasonable right to access and inspect the District Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(iv) The District shall be responsible for all costs and expenses associated with inspection of the New Fountain.

(f) **Change Orders.**

(i) During construction, any change orders related to the District Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the District Waterline Improvements) will be made in the County's sole discretion.

(g) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$2,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection

and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.06 Payment of Costs.

(a) All construction contracts and other agreements relating to the construction of the District Waterline Improvements and Roadway Improvements will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the District Waterline Improvements and Roadway Improvements.

(b) All construction contracts and other agreements relating to the construction of the New Fountain will contain provisions to the effect that the Project Contractor will look solely to the District for payment of all sums coming due thereunder. The District will advance and pay the cost of construction of the New Fountain, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

6.07 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District for the District Waterline Improvements prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the District Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, and that the facilities have been tested and approved for use in accordance with the approved contract documents.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed District Waterline Improvements in an electronic format requested by the District.

6.08 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship relating to the District Waterline Improvements appearing within the warranty period set forth in the Bid Documents. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.09 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.

6.10 Abandonment of Existing District Improvements. The County acknowledges and agrees that that upon acceptance and commencement of operation of the District Waterline Improvements, the Existing District Facilities will be abandoned by the District, and the County shall assume sole responsibility for such facilities. Without limitation, if removal of such facilities is required for purposes of the Road Improvements or otherwise, the County shall be solely responsible for removal and disposal of the facilities.

VII. CONVEYANCE OF ASSETS AND REAL PROPERTY

7.01 Conveyance. Upon final acceptance of District Waterline Improvements by the County after District approval, the District Waterline Improvements shall be deemed owned by the District without necessity of a separate conveyance instrument. Notwithstanding the foregoing, the County agrees to promptly execute any instruments of conveyance for the District Waterline Improvements as may be requested by the District from time to time.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the District Waterline Improvements. If any part, whether substantial or minor, of the District Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the District Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the District Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements. The District shall hold an 100% undivided ownership interest in the New Fountain.

7.04 Dedication of Right of Way. Within thirty (30) days after execution of this Agreement by both Parties, the District shall execute that certain Deed Without Warranty in the form attached as **Exhibit "E"** hereto for purposes of dedicating certain real property to the County for right-of-way purposes.

VIII. REIMBURSEMENT OF DISTRICT COSTS

8.01 Reimbursement of District Costs. Upon the District's approval and payment of an invoice for the District Engineering Work or construction costs for the New Fountain, the District will transmit a copy of the invoice or pay application to the County. The County agrees to reimburse the District's payment in full within 30 days after receipt of the invoice or pay application by County (the "Due Date"). Each request for reimbursement submitted by the District will clearly describe the work or services done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Engineering Work or costs of construction of the New Fountain, as applicable. Any amounts due to the District which are not paid within 30 days of receipt will accrue interest as allowed and otherwise required pursuant to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code until paid.

IX. DISPUTES

9.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within

10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

9.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 9.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

9.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

X. GENERAL PROVISIONS

10.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

10.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

10.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

10.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

10.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

10.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

10.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

10.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

10.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Brushy Creek Municipal Utility District 16318 Great Oaks Drive Round Rock, Texas 78681 Attn: General Manager Telephone: (512) 255-7871
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COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Judge Telephone: (512) 943-1550
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10.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:


Exhibit A -	Project Area
Exhibit B -	Description of District Waterline Improvements
Exhibit C-	Eligible Relocation Area
Exhibit D-	Form of Utility Joint Use Agreement
Exhibit E-	Form of Deed Without Warranty

10.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

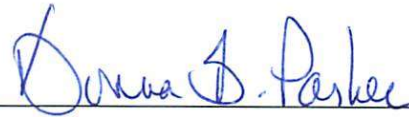
10.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

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ATTEST:


Secretary

BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT:

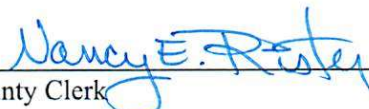
By: 

Printed Name: Donna Parker

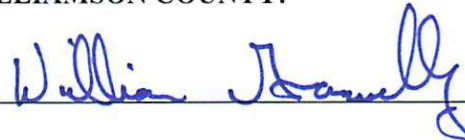
Title: Board President

Date: 8/11/22

ATTEST:


County Clerk

WILLIAMSON COUNTY:

By: 

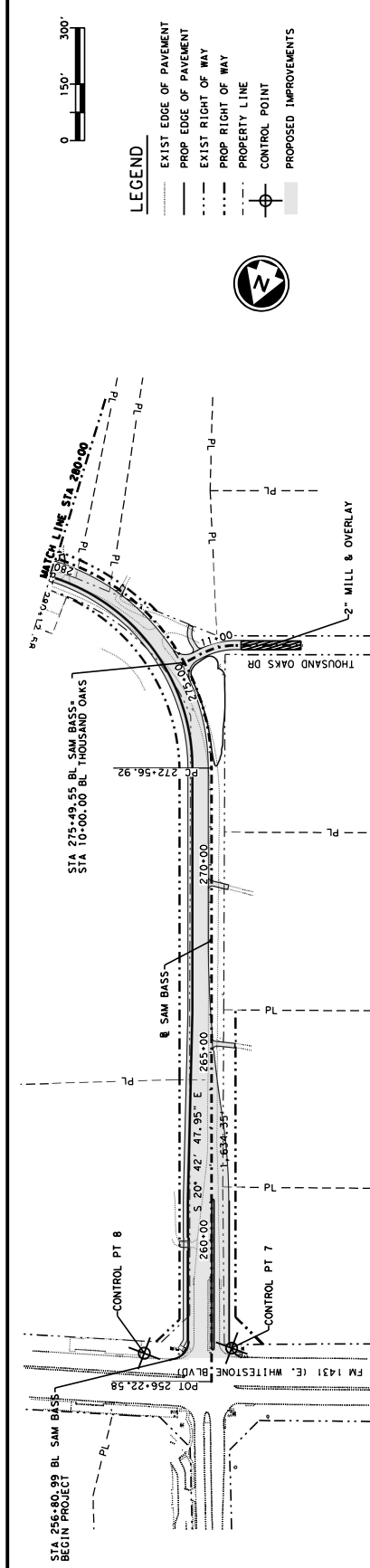
Printed Name: William Gravell Jr.

Title: County Judge

Date: _____

EXHIBIT “A”

PROJECT AREA



STA 256+80.99 BL SAM BASS* BEGIN PROJECT

STA 275+49.55 BL SAM BASS* STA 10+00.00 BL THOUSAND OAKS

STA 302+85.35 BL SAM BASS* STA 10+00.00 BL WALSH DR

STA 319+28.05 BL SAM BASS* STA 10+00.00 BL DEER TRAIL CIR

STA 324+88.40 BL SAM BASS* STA 10+00.00 BL LIVE OAKS CIR

PROG TEMP CONSTRUCTION EASEMENT

2" MILL & OVERLAY

THOUSAND OAKS DR

WALSH DR

MAYFIELD DR

DEER TRAIL CIR

LIVE OAK CIR

CONTROL PT 8

CONTROL PT 7

CONTROL PT 52

CONTROL PT 53

CONTROL PT 5000H

CONTROL PT 5000L

CONTROL PT 50618

STA 292+02.12 BL SAM BASS* STA 10+00.00 BL MAYFIELD DR

STA 286+74.03

PT 288+94.01

PT 285+09.00

PT 285+09.00

PT 309+45.54

PT 309+45.54

PT 326+15.16

PT 326+15.16

PT 324+69.54

PT 324+69.54

PT 321+61.64

PT 321+61.64

PT 320+83.42

PT 320+83.42

PT 313+42.51

PT 313+42.51

PT 307+90.00

PT 307+90.00

PT 335+05.98

PT 335+05.98

PT 338+79.79

PT 338+79.79

MATCH LINE STA 280+00

MATCH LINE STA 310+00

MATCH LINE STA 310+00

MATCH LINE STA 310+00

PROJ LAYOUT

WILLIAMSON COUNTY

SAM BASS ROAD

1120 S. CAPITAL OF TEXAS HWY., II-100, AUSTIN, TX 78746

K FRIESE & ASSOCIATES, INC.

PROJECT LAYOUT

WILLIAMSON COUNTY

SAM BASS ROAD

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SAM BASS ROAD

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K FRIESE & ASSOCIATES, INC.

PROJECT LAYOUT

WILLIAMSON COUNTY

SAM BASS ROAD

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WILLIAMSON COUNTY

SAM BASS ROAD

1120 S. CAPITAL OF TEXAS HWY., II-100, AUSTIN, TX 78746

K FRIESE & ASSOCIATES, INC.

NO.	BY	DATE	REVISION DESCRIPTION
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PROJECT LAYOUT

WILLIAMSON COUNTY

SAM BASS ROAD

1120 S. CAPITAL OF TEXAS HWY., II-100, AUSTIN, TX 78746

K FRIESE & ASSOCIATES, INC.

WILLIAMSON COUNTY

SHEET 1 OF 2

SCALE 1"=500'

DATE 6/13/2022

SHEET NUMBER 20 OF 522

SURVEY NOTES:

1) ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM 83 (TSPCS 83) ZONE 10N. THE COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE OF 1,000.00' U.S. SURVEY FEET.

2) CP 333, CP 360, CP 360, CP 360, AND THE AREA SHOWN HERE

3) PROPERTY OWNERSHIP SHOWN ON PLAN AND PROFILE

POINT NO.

NORTHING

EASTING

ELEV.

DESCRIPTION

CP-7 3106746.56 863.38 5/8" W/SAMCAP

CP-8 3106746.56 863.38 5/8" W/SAMCAP

CP-9 3106746.56 863.38 5/8" W/SAMCAP

CP-10 3106746.56 863.38 5/8" W/SAMCAP

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CP-99 3106746.56 863.38 5/8" W/SAMCAP

CP-100 3106746.56 863.38 5/8" W/SAMCAP

Station 307+00

Begin BC/MUD WL

Relocation Work

Station 307+00

Begin BC/MUD WL

Relocation Work

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Station 307+00

Begin BC/MUD WL

Relocation Work



**K•FRIESE
+ ASSOCIATES**
PUBLIC PROJECT ENGINEERING
(FIRM # P535)



WILLIAMSON COUNTY	
SHEET 2 OF 2	
SCALE	1"=300'
DATE	6/13/2022
SHEET NUMBER	21 OF 522

Exhibit A Project Area

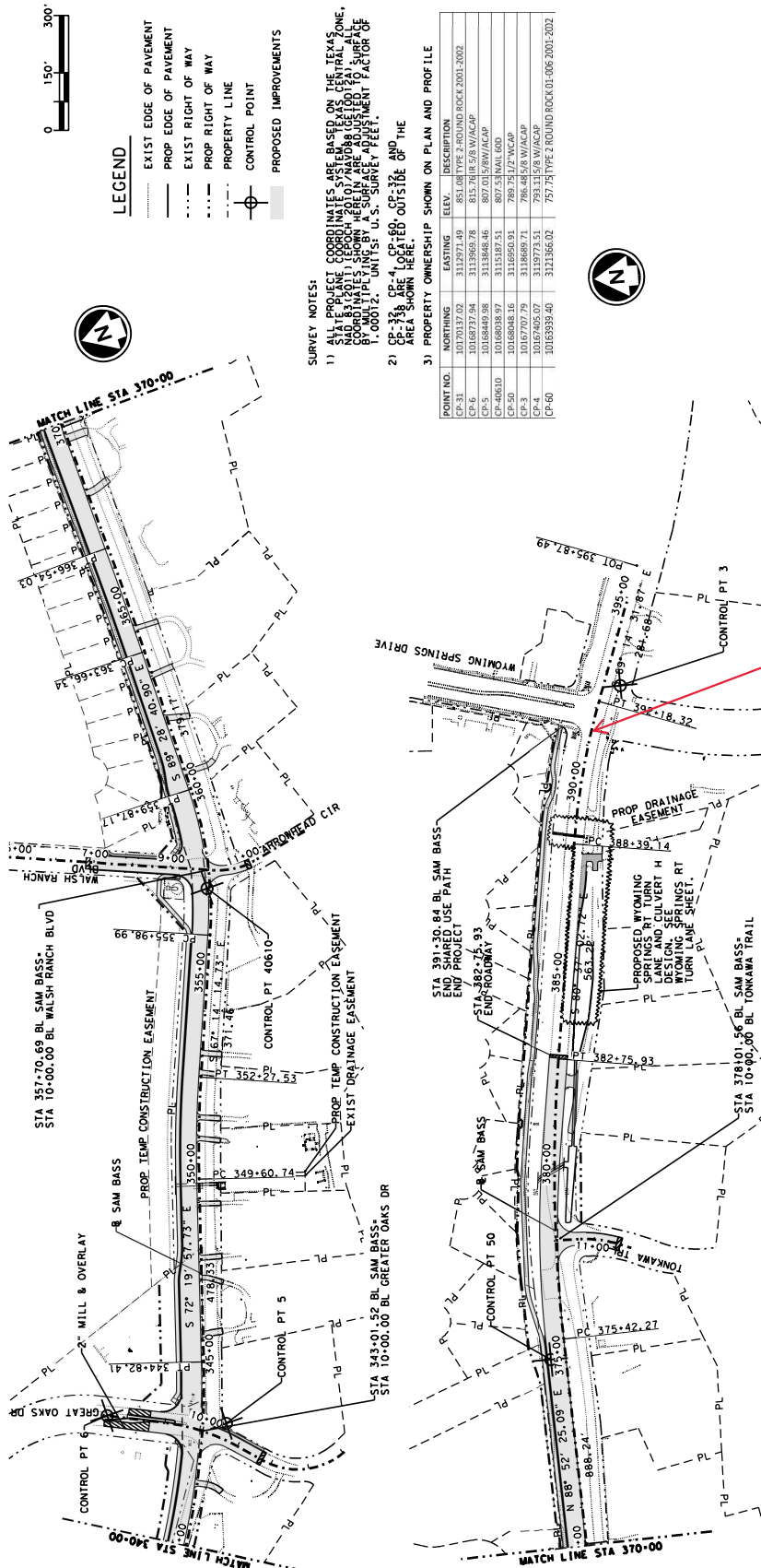
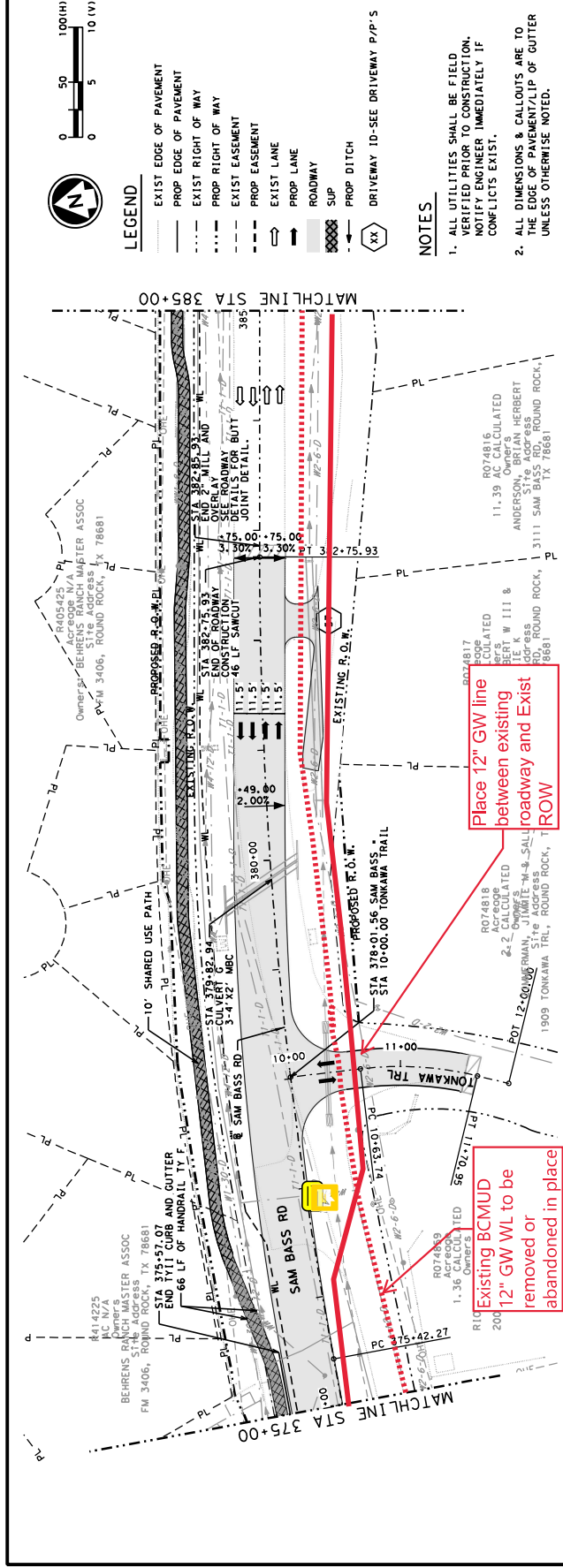
Station 391+30
End BCMUD WL
Relocation Work

EXHIBIT “B”

DESCRIPTION OF DISTRICT WATERLINE IMPROVEMENTS



Station	Proposed Profile	Existing Profile
765	766.12	766.12
770	766.31	766.31
775	766.53	766.53
780	766.76	766.76
785	767.06	767.06
790	767.24	767.24
795	767.53	767.53
800	767.83	767.83
805	768.12	768.12

EXHIBIT B
Page 9

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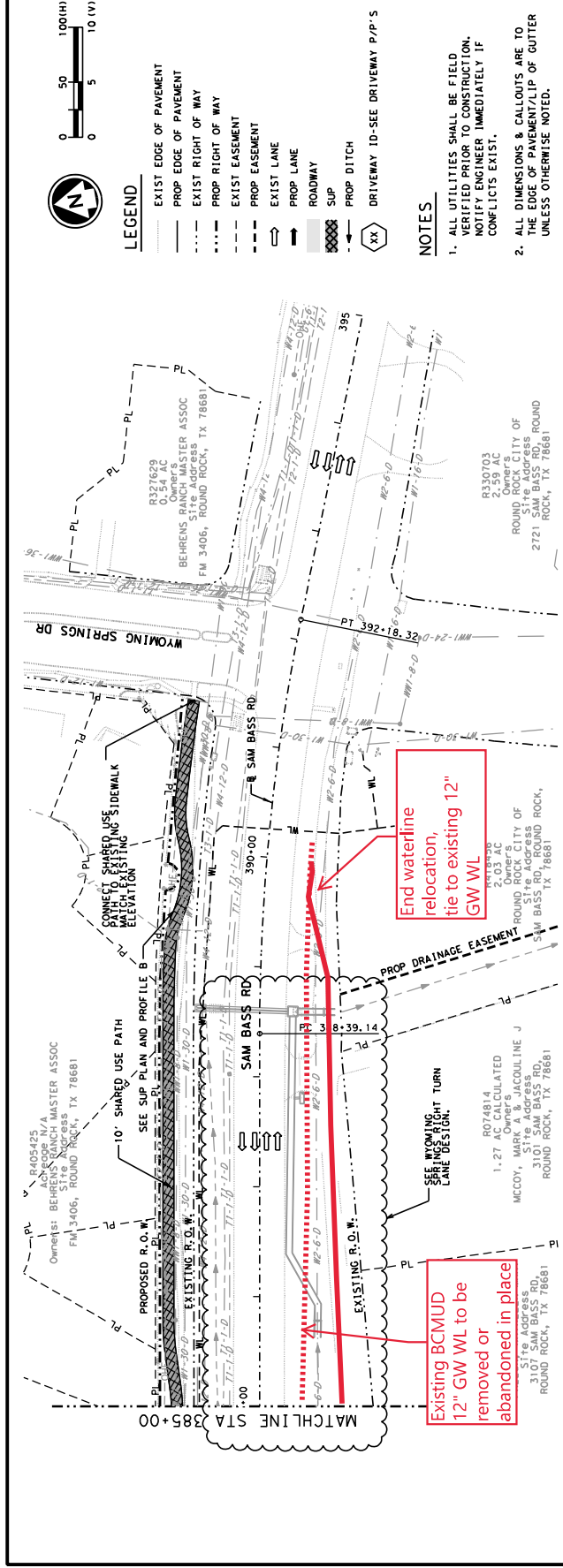


EXHIBIT “C”

ELIGIBLE RELOCATION AREA

Exhibit C

Eligible Relocation Area

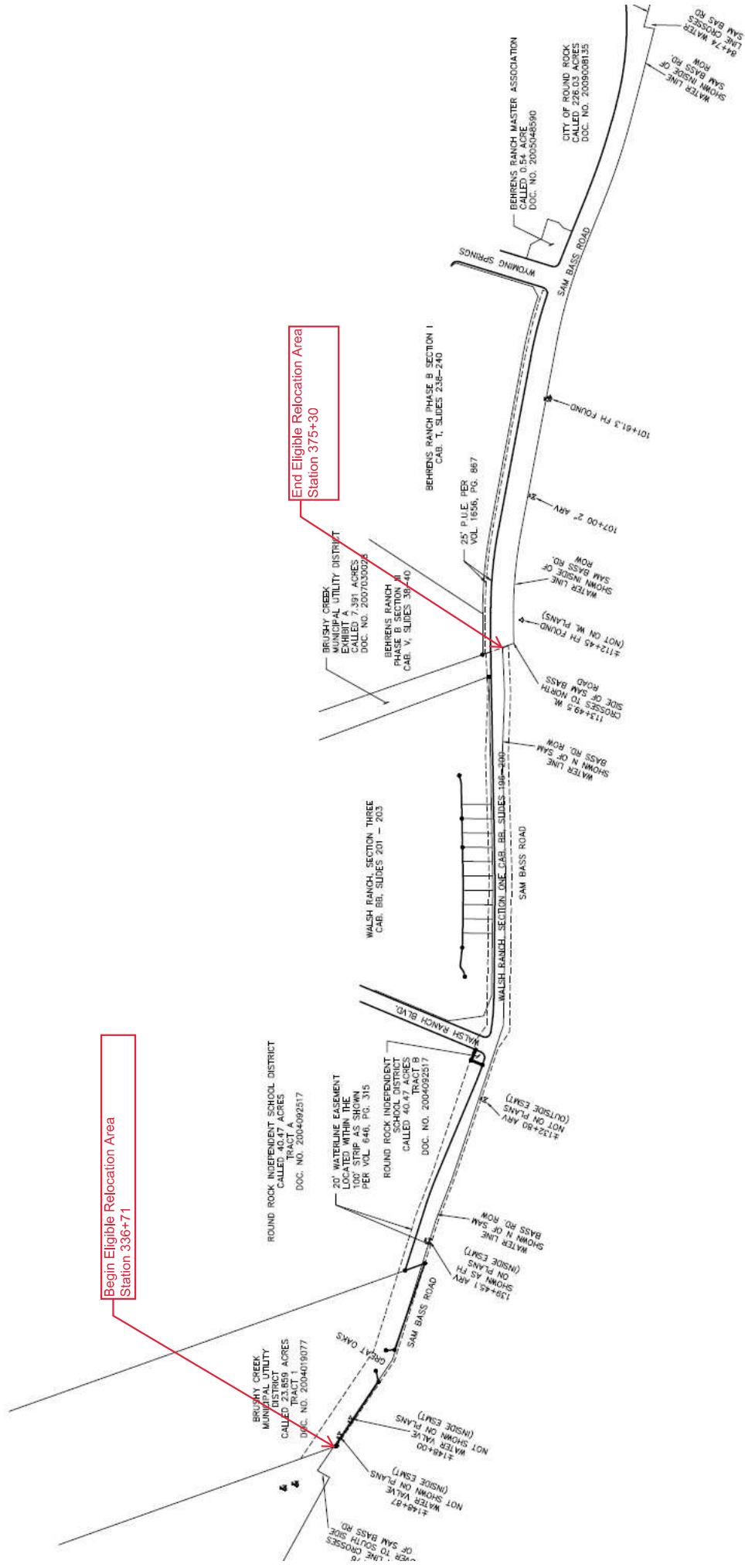


EXHIBIT “D”

FORM OF UTILITY JOINT USE AGREEMENT

**UTILITY JOINT USE AGREEMENT
(Sam Bass Road)**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Utility Joint Use Agreement ("Agreement") dated to be effective as of the last date of execution below (the "Effective Date"), is made and entered into by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas (the "District"), and **Williamson County**, a political subdivision of the State of Texas ("County"). The District and the County are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the holder of certain existing easement rights under that certain easement recorded at Volume 646, Page 315 of the Official Public Records of Williamson County, Texas (the "Easement") in which the District owns and operates certain water transmission line improvements and related appurtenances;

WHEREAS, the County desires to undertake certain improvements to Sam Bass Road (the "Road Project") and in connection therewith, desires to relocate the District waterline improvements that are in conflict with the Road Project;

WHEREAS, the County and District have entered into that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" ("Relocation ILA") simultaneously herewith providing for the relocation of District waterline improvements in conflict with the Road Project into public right of way; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the joint use of right-of-way for both roadway and utility purposes.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County agree as follows:

1. JOINT USE

It is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area identified in **Exhibit "A"** attached hereto (the "Joint Use Area"). The District, by virtue of the Easement, has the right to alter, modify or add to the District waterline improvements to be constructed within the Joint Use Area in accordance with the Easement, and said right is hereby retained for all purposes. The District agrees to exercise such rights in accordance with the terms and conditions of this Agreement.

2. NOTICE OF DISTRICT PROJECTS

The District shall notify the County prior to initiation of construction or modification of any water system improvements located in the Joint Use Area. In connection with such notice, the District shall furnish necessary sketches and other information showing the location, type of construction and methods to be used for protection of traffic. The County shall have the right, after receipt of such notice, to prescribe reasonable requirements as it deems necessary for the traveling public to continue to use the roadway; provided, however, such requirements shall not include the routing of any lines outside the Joint Use Area.

The foregoing shall not be construed to prevent or impair the District's rights to repair and maintain its facilities within the Joint Use Area, and the District retains such rights for all purposes. The District shall endeavor to conduct all such repair and maintenance to minimize any disruption to transportation.

3. DAMAGES

Each Party shall be responsible to the other Party for any damage it causes to the assets of the other Party located in the Joint Use Area. In the event the District needs to cut paving to access its waterline improvements, the District shall patch such paving.

4. FUTURE RELOCATION

By virtue of the Easement, in the event that the County requires future adjustment, removal or relocation of District improvements located in the Joint Use Area, the County shall be responsible for funding one hundred percent (100%) of the costs associated therewith, and the County hereby binds itself to reimburse all costs and expenses incurred by the District in connection with any future adjustment, removal or relocation of infrastructure improvements located within the Joint Use Area required by the County.

- 9. NOTICES.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, or by facsimile transmission, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to District:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78671
Attn: General Manager
Telephone: (512) 255-7871
Facsimile: (512) 255-0332

If to County:

Williamson County
710 S. Main Street, Suite 101
Georgetown, Texas 78626
Attn: County Judge
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received.

- 10. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles).
- 11. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the District and County with respect to the subject matter of this Agreement. This Agreement supersedes or replaces any prior agreement or understanding with respect to the subject matter set forth herein between County and the District (specifically excluding the Relocation ILA). This Agreement may not be amended except in a writing signed by the party against whom such amendment is to be enforced.
- 12. RECORDATION.** This Agreement shall run with the land and be binding on the Parties and their successors and assigns. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

District Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____, 2022 by _____, as _____ of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Print Name: _____

Notary Public, State of Texas

[Notary Seal]

WILLIAMSON COUNTY:

By: William W. Gravell, Jr.

Name: William Gravell, Jr

Title: County Judge

Date: 8-16-22

Dancy E. Ruter
County Clerk

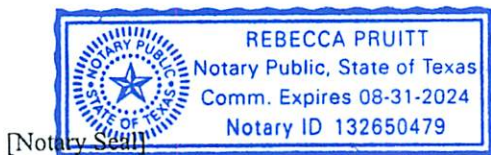
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on August 16, 2022 by
William Gravell, Jr as
County Judge of Williamson County, a political subdivision of the State of Texas, on
behalf of said political subdivision.



Rebecca Pruitt
Print Name: Rebecca Pruitt
Notary Public, State of Texas

Exhibit "A"
Joint Use Area

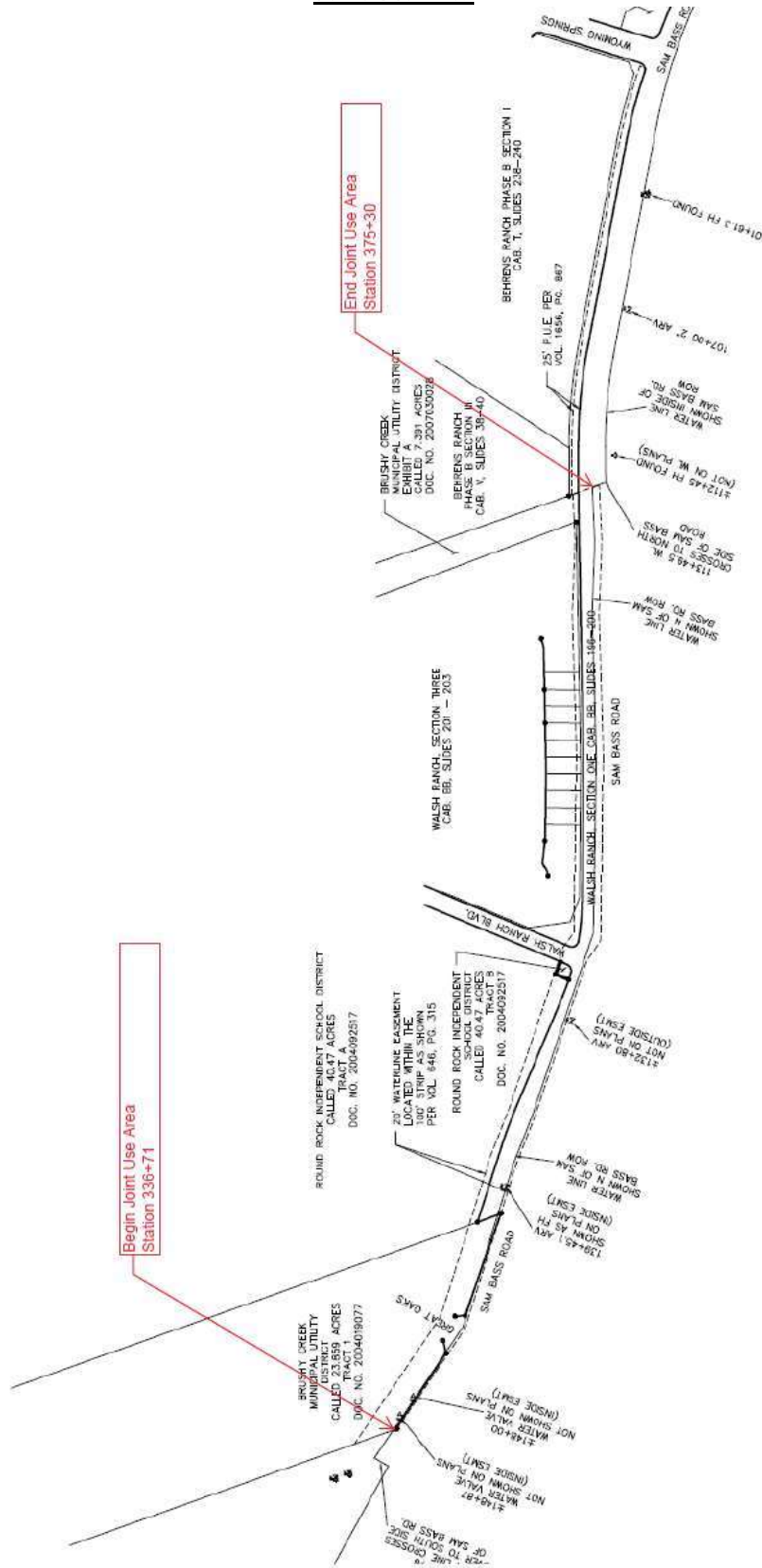


EXHIBIT “E”

FORM OF DEED WITHOUT WARRANTY

Exhibit E

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

DEED WITHOUT WARRANTY

Sam Bass Road/Corridor H Right of Way

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

That BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a conservation and reclamation district of the State of Texas ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto WILLIAMSON COUNTY ("**Grantee**") all of Grantor's right, title and interest, if any, in and to the real property in Williamson County, Texas more particularly described on **Exhibits A-C (Parcels 51.71.86)** attached hereto (the "**Property**")

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, so that neither Grantor, nor Grantor's successors and assigns, shall at any time hereafter have, claim or demand any right or title to the Property, or any part thereof.

This conveyance is made by Grantor and accepted by Grantee subject to any and all easements, covenants, dedications, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or that may be apparent on the Property.

Grantor, for the consideration and subject to the exceptions to this conveyance, conveys to Grantee the Property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; OR (ii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN,

EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY.

This conveyance is expressly made by Grantor subject to the additional restriction, covenant, and condition, to which by acceptance of the conveyance Grantee agrees, that the Property shall be used only for public uses, including for public drainage, for public infrastructure, and for public right-of-way.

EXECUTED this the _____ day of _____, 2022.

GRANTOR:

BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared _____, _____ of Brushy Creek Municipal Utility District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

[Seal]

Notary Public, State of Texas
My Commission expires:

EXHIBIT "A"

County: Williamson
Parcel No.: 51
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Spring Drive

Page 1 of 6
July 1, 2022

PROPERTY DESCRIPTION FOR PARCEL 51

DESCRIPTION OF A 0.553 ACRE (24,078 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 2.485 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED DECEMBER 3, 2014 IN DOCUMENT NO. 2014096490, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 23.859 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED MARCH 12, 2004 IN DOCUMENT NO. 2004019077, O.P.R.W.C.TX.; SAID 0.553 ACRE (24,078 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 414.23 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 332+63.09 on the west line of said 2.485 acre tract, for the north corner of a called 2.105 acre tract of land, described as Tract II in a deed to Round Rock Presbyterian Church of Round Rock, Texas, recorded in Volume 1462, Page 219, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE S 19°37'45" E, with the common line of said Tract II and said 2.485 acre tract, passing at a distance of 549.11 feet 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+59.47 on the proposed north right-of-way line of Sam Bass Road, and continuing for a total distance of 557.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,904.30, E=3,113,342.38) set 72.00 feet left of Sam Bass Road E.C.S. 336+66.50, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Tract II and said 2.485 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said Tract I and said 2.485 acre tract, the following six (6) courses and distances numbered 1-6:

- 1) S 55°04'11" E, a distance of 220.42 feet to 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. 338+86.90, said point being the beginning of a curve to the left,
- 2) With said curve to the left, an arc distance of 74.27 feet, through a central angle 02°12'26", having a radius of 1,928.00 feet, and a chord that bears S 56°10'24" E, a distance of 74.27 feet to 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. 339+63.97,
- 3) N 32°43'23" E, a distance of 8.00 feet to a calculated point** 80.00 feet left of Sam Bass Road E.C.S. 339+63.97, said point being the beginning of a curve to the left,

EXHIBIT "A"

County: Williamson
Parcel No.: 51
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Spring Drive

Page 2 of 6
July 1, 2022

- 4) With said curve to the left, an arc distance of 220.59 feet, through a central angle $06^{\circ}34'58''$, having a radius of 1,920.00 feet, and a chord that bears $S\ 60^{\circ}34'06''\ E$, a distance of 220.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.00 feet left of Sam Bass Road E.C.S. 341+93.75,
- 5) $N\ 81^{\circ}37'48''\ E$, a distance of 17.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.62 feet left of Sam Bass Road E.C.S. 342+01.38, and
- 6) $S\ 63^{\circ}58'58''\ E$, a distance of 59.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.37 feet left of Sam Bass Road E.C.S. 342+64.10 on the existing west right-of-way line of Great Oaks Drive, a variable width right-of-way, per plat recorded in Document No. 2015038749, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 5/8-inch iron rod with a plastic cap found stamped "WALLACE GROUP" bears $N\ 26^{\circ}01'02''\ E$, a distance of 186.44 feet;

THENCE departing proposed north right-of-way line of said Sam Bass Road, with the existing west right-of-way line of said Great Oaks Drive, the following two (2) courses and distances numbered 7-8:

- 7) $S\ 26^{\circ}01'02''\ W$, a distance of 40.49 feet to a calculated point, for the most easterly southeast corner of said Tract I and the parcel described herein, and
- 8) $S\ 77^{\circ}01'36''\ W$, a distance of 49.41 feet to a calculated point on the existing north right-of-way line of Sam Bass Rd, a variable width right-of-way, no record information found, for the most southerly southeast corner of said Tract I and the parcel described herein;
- 9) **THENCE** $N\ 56^{\circ}18'43''\ W$, departing the existing west right-of-way line of said Great Oaks Drive, with the existing north right-of-way line of said Sam Bass Road, a distance of 507.96 feet to a 1/2-inch iron rod found, for the southeast corner of said Tract II, same being the southwest corner of said 2.485 acre tract and the parcel described herein;

THIS IS INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 51
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Spring Drive

Page 3 of 6
July 1, 2022

10) **THENCE** N 19°37'45" W, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said Tract II and said 2.485 acre tract, a distance of 62.32 feet to the **POINT OF BEGINNING** and containing 0.553 acre (24,078 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.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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



Sent C. Re 07/01/2022

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

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-163146, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 100, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

2. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET C, SLIDE 303, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

3. A UTILITY LINES EASEMENT GRANTED TO BRUSHY BEND PARK, INC. AND HY-LAND NORTH JOINT VENTURE AS DESCRIBED IN VOLUME 646, PAGE 315 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

4. A WATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 639, PAGE 533 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. TERMS, CONDITIONS, PROVISIONS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS AS RECORDED IN VOLUME 672, PAGE 519, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

6. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE AS RECORDED IN VOLUME 493, PAGE 680, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

7. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, 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.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEED RECORDATION AFFIDAVIT FOR EDWARDS AQUIFER PROTECTION PLAN OF RECORD IN DOCUMENT NO. 2004064573 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDER GRANTING PETITION REQUESTING ADDITION OF LAND TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT OF RECORD IN DOCUMENT NUMBER 2007015208, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (PERMIT NO. TE-181840-1) OF RECORD IN DOCUMENT NO. 2015031308, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

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

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



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
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
PARCEL 51
0.553 AC. (24,078 SQ. FT.)

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\51\PLAT\00NP-51.dgn

PAGE 5 OF 6

REF. FIELD NOTE NO. 46496

EXISTING *15.054 AC. ACQUIRE 0.553 AC. REMAINING 14.501 AC. LEFT

EXHIBIT "A"

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
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

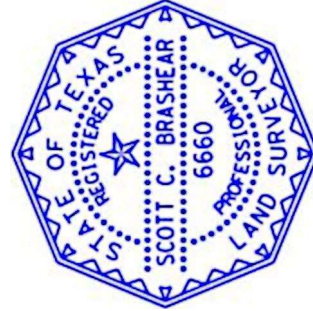
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
RECORDED MARCH 12, 2004
TRACT I
REMAINDER OF A
CALLED 23.859 AC.
DOC. NO. 2004019077
O.P.R.W.C.TX.

PARENT TRACT
NOT TO SCALE

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
RECORDED DECEMBER 3, 2014
CALLED 2.485 AC.
DOC. NO. 2014096490
O.P.R.W.C.TX.

NOTES:

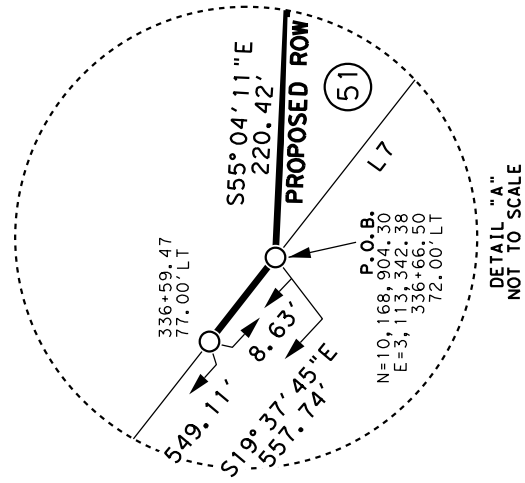
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-163146, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022 AND ALSO PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952130, EFFECTIVE DATE JANUARY 10, 2020 AND ISSUED DATE JANUARY 21, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
 - **UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.
- 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.



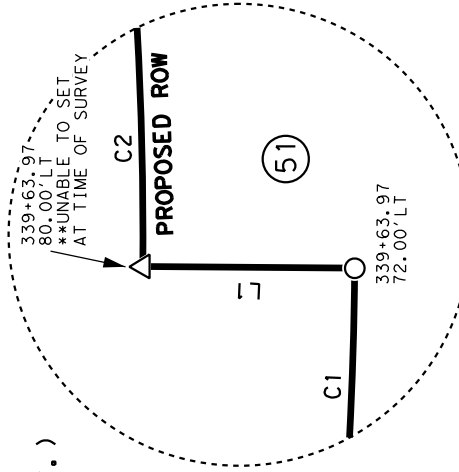
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

07/01/2022

DATE



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE


EXISTING	*15.054 AC.	ACQUIRE	0.553 AC.	REMAINING	14.501 AC.	LEFT
<div>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</div> <div>RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT PARCEL 51 0.553 AC. (24,078 SQ. FT.)</div>						

EXHIBIT "B"

County: Williamson
Parcel No.: 71
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5
June 14, 2022

PROPERTY DESCRIPTION FOR PARCEL 71

DESCRIPTION OF A 0.050 ACRE (2,184 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.391 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED APRIL 12, 2007 IN DOCUMENT NO. 2007030028, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.050 ACRE (2,184 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 with a plastic cap stamped "WINROSE AUSTIN" found 1,318.34 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 369+88.15 on the existing south right-of-way line of Behrens Parkway, a 65 foot wide foot right-of-way, per plat recorded in Cabinet BB, Slide 196, Plat Records Williamson County, Texas (P.R.W.C.TX.), for the northeast corner of Lot 36, Block A, Walsh Ranch, Section One, a subdivision of record in Cabinet BB, Slide 196, P.R.W.C.TX., described in a deed to Jermayne Adamson joined by his wife Jessica Adamson, recorded in Document No. 2013082487, O.P.R.W.C.TX.;

THENCE S 20°34'08" E, with the west line of said 7.391 acre tract, a distance of 1,321.66 feet to a disk monument (Surface Coordinates N=10,168,079.49, E=3,116,885.75) found 72.03 feet left of Sam Bass Road E.C.S. 374+28.08 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 76°43'30" E, departing the west line of said 7.391 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 7.391 acre tract, a distance of 100.64 feet to an 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 93.22 feet left of Sam Bass Road E.C.S. 375+26.48 on the common line of said 7.391 acre tract and of Lot 77, Block E, Behrens Ranch Phase B, Section III, a subdivision of record in Cabinet V, Slides 38, P.R.W.C.TX., described in a deed to Behrens Ranch Master Association, Inc., recorded in Document No. 2003041515, O.P.R.W.C.TX., same being the northeast corner of the parcel described herein;

2) **THENCE** S 20°33'43" E, departing the proposed north right-of-way line of Sam Bass Road, with the common line of said 7.391 acre tract and said Lot 77, Block E (Behrens Ranch, Section III), a distance of 33.15 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width of right-of-way, as described to Williamson County in Document No. 2007030028, O.P.R.W.C.TX., for the southwest corner of said Lot 77, same being the southeast corner of said 7.391 acre tract and of the parcel described herein;

3) **THENCE** S 88°54'52" W, departing the common line of said 7.391 acre tract and said Lot 77, with the existing north line of said Sam Bass Road, a distance of 105.90 feet to a calculated point, for the southeast corner of Lot 37, Block A, Walsh Ranch Section One, Cabinet BB, Slide 196, P.R.W.C.TX., described in a deed to The Walsh Ranch Owner's Association, Inc., recorded in Document No. 2017010586, O.P.R.W.C.TX., same being the southwest corner of said 7.391 acre tract and of the parcel described herein;

EXHIBIT "B"

1.741 ACRE TRACT
15' WATER LINE EASEMENT
VOL. 2260, PG. 575
O.P.R.W.C.T.X.

LINE NO.	BEARING	DISTANCE
L1	N76° 43' 30"E	100.64'
L2	S20° 33' 43"E	33.15'
(L2)	(N19° 16' 04"W)	(37.05')
L3	S88° 54' 52"W	105.90'
(L3)	(N88° 55' 27"E)	(105.85')
L4	N20° 31' 15"W	10.61'

ENGINEER'S CENTERLINE
CURVE DATA
PT S+0 379+10.13
N = 10,168,016.95
E = 3,117,369.12
Δ = 10° 30' 32.19" (RT)
D = 01° 25' 56.62"
L = 733.66
T = 367.86
R = 4,000.00'
PC S+0 375+42.27
PT S+0 382+75.93

W. KINCAID SURVEY
W. ABSTRACT 374

JASON E. FLIPPO
AND JUNG M. FLIPPO
DOC. NO. 2007089991
O.P.R.W.C.T.X.

LOT 32, BLOCK E
BEHRENS RANCH PHASE B
SECTION III
CABINET V, SLIDES 38-40
P.R.W.C.T.X.

(N20° 33' 21"W
3,201.01' LT
S20° 34' 08"E
1,321.66' E

WALSH RANCH MUNICIPAL
UTILITY DISTRICT
DOC. NO. 2007082099
O.P.R.W.C.T.X.

LOT 24, BLOCK A
WALSH RANCH
CABINET 88, SLIDES 201-203
P.R.W.C.T.X.

PROPOSED
R.O.W.

P.O.B.
N=10,168,079.49
E=3,116,885.75
374+28.08
72.03' LT

LOT 77, BLOCK E
BEHRENS RANCH PHASE B,
SECTION III
CABINET V, SLIDE 38
P.R.W.C.T.X.

EXISTING R.O.W.

THE WALSH RANCH
OWNER'S ASSOCIATION, INC.
DOC. NO. 2017010586
O.P.R.W.C.T.X.

LOT 37, BLOCK A
WALSH RANCH
CABINET 88, SLIDE 196
P.R.W.C.T.X.

WILLIAMSON COUNTY
DOC. NO. 2007030028
O.P.R.W.C.T.X.

C.R. 175 (SAM BASS RD)

SAM BASS ROAD
ENGINEER'S CENTERLINE

N88° 52' 25"E
888.24'

375+00

377+00



GRAPHIC SCALE
SCALE: 1" = 50'
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: \\saminc\aus\PROJECTS\1017038216\100Survey\03Exhibits\71\PLAT\01P-71.dgn

EXISTING 7.391 AC. ACQUIRE 0.050 AC. REMAINING 7.341 AC. LEFT
PAGE 3 OF 5
REF. FIELD NOTE NO. 46027

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
PARCEL 71
0.050 AC. (2,184 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-163150, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 100, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
 1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
 2. A UTILITY LINES EASEMENT GRANTED TO BRUSHY BEND PARK, INC. AND HY-LAND NORTH JOINT VENTURE AS DESCRIBED IN VOLUME 646, PAGE 315 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 3. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 639, PAGE 693 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. (BLANKET IN NATURE, UNABLE TO PLOT, MAY AFFECT)
 4. A WATER TRANSMISSION PIPELINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK, TEXAS, AS DESCRIBED IN VOLUME 2260, PAGE 575 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
 5. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT GRANTED TO TXU ELECTRIC COMPANY AS DESCRIBED IN DOCUMENT NO. 2002011169 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 6. A WATERLINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK, TEXAS AS DESCRIBED IN DOCUMENT NO. 2002029377 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (AFFECTS AS SHOWN)
 7. A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2005100684 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (DOES NOT AFFECT)
 8. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, 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.
 9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN VOLUME 2713, PAGE 930 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
 10. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS, THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
 11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
 12. 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; AND ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\71\PLAT\01XP-71.dgn REF. FIELD NOTE NO. 46027
PAGE 4 OF 5

EXISTING 7.391 AC. ACQUIRE 0.050 AC. REMAINING 7.341 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
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
PARCEL 71
0.050 AC. (2,184 SQ. FT.)

EXHIBIT "B"

LEGEND

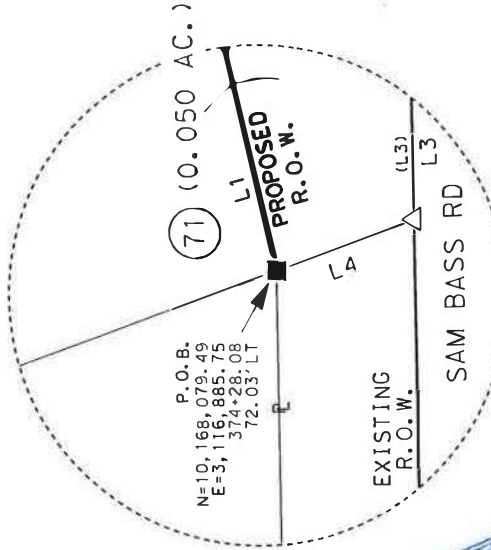
- DISK MONUMENT FOUND
- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.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)

A

BEHRENS PARKWAY
65' WIDE R.O.W.
PER PLAT
CABINET BB, SLIDE 196
P.R.W.C.TX.

B

BEHRENS RANCH MASTER
ASSOCIATION, INC.
DOC. NO. 2001087247
O.P.R.W.C.TX.
LOT 77, BLOCK E
BEHRENS RANCH, PHASE B
CABINET T, SLIDE 238
P.R.W.C.TX.



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 1.00012. 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.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-163150, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022 AND THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
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.

Scott C. Brashear

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

6/14/22

DATE

FILE: \\saminc\inc\projects\1017038216\100\Survey\03Exhibits\71\PLAT\01P-71.dgn

PAGE 5 OF 5
REF. FIELD NOTE NO. 46027

EXISTING 7.391 AC. ACQUIRE 0.050 AC. REMAINING 7.341 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
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
PARCEL 71
0.050 AC. (2,184 SQ. FT.)

EXHIBIT "C"

County: Williamson
Parcel No.: 86
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5
June 8, 2022

PROPERTY DESCRIPTION FOR PARCEL 86

DESCRIPTION OF A 0.938 ACRE (40,864 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 23.859 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED MARCH 12, 2004 IN DOCUMENT NO. 2004019077, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.938 ACRE (40,864 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 with a plastic cap found 718.24 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 340+58.96 on the east line of said remainder of a called 23.859 acre tract, for the most westerly northwest corner of a 40.41 acre tract of land, described in a deed to Round Rock Independent School District, recorded in Document No. 2004092517, O.P.R.W.C.TX., same being the southwest corner of Lot 3, Block J, Landscape Lot Walsh Ranch, Section One, recorded in Cabinet BB, Slide 196, O.P.R.W.C.TX., as described in a deed to The Walsh Ranch Owner's Association, Inc., recorded in Document No. 2017010586, O.P.R.W.C.TX.;

THENCE S 19°38'01" E, with the common line of said remainder of a called 23.859 acre tract and said 40.41 acre tract, passing at a distance of 791.81 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 117.00 feet left of Sam Bass Road E.C.S. 346+92.89, on the proposed north right-of-way line of Sam Bass Road, continuing for a total distance of 797.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,494.88, E=3,114,258.18) set 112.09 feet left of Sam Bass Road E.C.S. 346+96.63, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 19°38'01" E, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the common line of said 40.41 acre tract and said remainder of a called 23.859 acre tract, a distance of 50.40 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width of right-of-way, as described to Williamson County in Document No. 2006013292, O.P.R.W.C.TX., for the southwest corner of said 40.41 acre tract;

THENCE departing the common line of said remainder of a called 23.859 acre tract and said 40.41 acre tract, with the existing north right-of-way of said Sam Bass Road, the following two (2) courses and distances numbered 2-3:

2) S 19°38'01" E, a distance of 92.76 feet to a 1/2-inch iron rod with a plastic cap found for the southeast corner of said remainder of a called 23.859 acre tract and the parcel described herein, and

3) N 70°46'02" W, a distance of 401.70 feet to a 1/2-inch iron rod found on the existing east right-of-way line of Great Oaks Drive, a variable width right-of-way, dedicated in Document No. 2015038749, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 23.859 acre tract and the parcel described herein;

EXHIBIT "C"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S19°38'01"E	797.98'
L2	S19°38'01"E	50.40'
L3	S19°38'01"E	92.76'
L4	N03°44'41"W	39.05'
(L4)	(S03°44'48"E)	(39.05')
L5	N25°59'34"E	118.26'
(L5)	(S25°59'27"W)	(226.32')
L6	S23°04'53"E	65.51'

THE WALSH RANCH
OWNER'S ASSOCIATION, INC.
DOC. NO. 2017010586
O.P.R.W.C.TX.

LOT 3, BLOCK J
LANDSCAPE LOT
WALSH RANCH,
SECTION ONE
CABINET BB, SLIDE 196
O.P.R.W.C.TX.

GREAT OAKS DR
DEDICATED
VARIABLE WIDTH R.O.W.
DOC. NO. 2015038749
O.P.R.W.C.TX.

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

W. KINCAID SURVEY
374
ABSTRACT

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
CALLED 40.41 AC.
DOC. NO. 2004092517
O.P.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
RECORDED MARCH 12, 2004
REMAINDER OF A CALLED
23.859 AC.
DOC. NO. 2004019077
O.P.R.W.C.TX.

P.O.B.
N: 10,168,494.88
E: 3,114,258.18
346+96.63
112.09' LT

WILLIAMSON COUNTY
DOC NO. 2005063737
O.P.R.W.C.TX.

SAM BASS ROAD
ENGINEER'S CENTERLINE
340+00

PROPOSED R.O.W.
S72°09'20"E 269.16'

EXISTING R.O.W.
(N72°43'40"W 447.24')

UTILITY EASEMENT
VOL. 646, PG. 315
D.R.W.C.TX.

EXISTING
R.O.W.
N70°46'02"W 401.70'

C.R. 175 (SAM BASS RD)
513.45'

VARIABLE WIDTH
NO RECORD INFORMATION FOUND

REF. FIELD NOTE NO. 45945
PAGE 3 OF 5

FILE: \\saminc\projects\1017038216\100\Survey\03Exhibits\86\PLAT\00P-86.dgn
EXISTING *7.143 AC. | ACQUIRE 0.938 AC. | REMAINING 6.205 AC. LEFT



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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
PARCEL 86
0.938 AC. (40,864 SQ. FT.)



WILLIAMSON COUNTY, TEXAS

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1-163147, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 100, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
 1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
 2. A UTILITY LINES EASEMENT GRANTED TO BRUSHY BEND PARK, INC. AND HY-LAND NORTH JOINT VENTURE AS DESCRIBED IN VOLUME 646, PAGE 315 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)
 3. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE AS RECORDED IN VOLUME 493, PAGE 680, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (SUBJECT TO IF APPLICABLE)
 4. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, 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.
 5. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEED RECDORATION AFFIDAVIT FOR EDWARDS AQUIFER PROTECTION PLAN OR RECORD IN DOCUMENT NO. 2004064573 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
 6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDER GRANTING PETITION REQUESTING ADDITION OF LAND TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT OF RECORD IN DOCUMENT NUMBER 2007015208, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
 7. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
 8. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
 9. 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; AND ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

FILE: \\saming\aus\PROJECTS\1017038216\100\Survey\03Exhibits\86\PLAT\00P-86.dgn REF. FIELD NOTE NO. 45945
EXISTING | *7.143 AC. | ACQUIRE | 0.938 AC. | REMAINING | 6.205 AC. LEFT



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PARCEL 86
0.938 AC. (40,864 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
- ⊥ 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/NAVDS88 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.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-163147, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

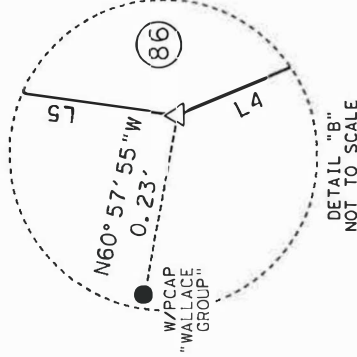
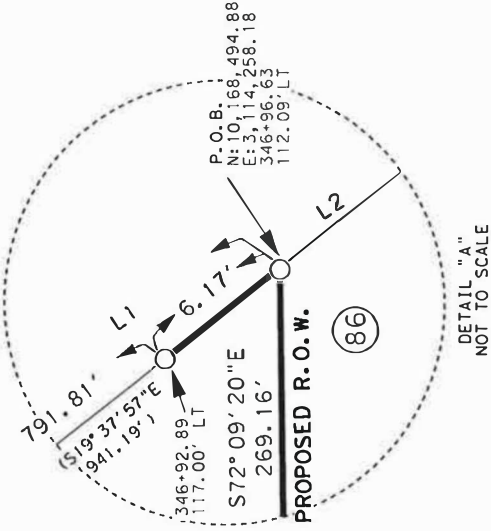
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Sam

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

6/8/22

DATE



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