

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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don@scrrlaw.com

August 18, 2022

Via e-mail laurent@barronadler.com

Nick Laurent

Barron Adler Clough & Oddo

808 Nueces Street

Austin, Texas 78701

Re: Williamson County/Jonah SUD—CR401 waterline easement

Dear Nick:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent water line easement to Williamson County/Jonah Water SUD (“County”) in and across portions of the property owned by Prewitt Farms, Ltd., and Zizinia Williamson County, Ltd. (“Owner”) as part of the County’s proposed CR 401 roadway improvements and utility conflict adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged water line easement (“Easement”) in and to a 0.015 acre of land, such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$1,000.00** in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of the full execution of this Agreement by all parties, County, its agents and contractors shall be permitted at any time after to enter and possess the Easement property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed waterline facility improvement construction Project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

PREWITT FARMS, LTD., a Texas limited partnership

By: Edith Renee Prewitt, Trustee, General Partner

Name: Edith Renee Prewitt

Its: Trustee, General Partner

Date: 8/30/22

ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership

By: _____

Name: _____

Its: _____

Date: _____

AGREED:

PREWITT FARMS, LTD., a Texas limited partnership

By: _____

Name: _____

Its: _____

Date: _____

ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership

By: _____

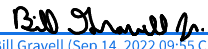
Name: _____

Its: _____

Date: _____

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Sep 14, 2022 09:55 CDT)

Bill Gravell, Jr.
County Judge

Date: Sep 14, 2022

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATER LINE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

THAT **PREWITT FARMS, LTD., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas Limited Partnership** (collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **JONAH WATER SPECIAL UTILITY DISTRICT** (the "District"), its successors and assigns, a permanent and perpetual easement and right-of-way (the "Easement") for the purpose of laying, constructing, installing, maintaining, repairing, relocating, replacing, removing, upgrading, changing the size of, placing, inspecting, protecting, altering, and operating, in whole or in part, underground water lines and all related facilities, connections, and appurtenances thereto, (the "Facilities"), as the District may from time to time require across, along, under, over, upon, through, and within that certain 0.015 acre tract of land more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (the "Easement Tract").

The District may lay, construct, install, maintain, repair, relocate, replace, remove, upgrade, change the size of, place, inspect, protect, alter, and operate the Facilities across, along, under, over, upon, through, and within the Easement Tract and shall have access across, along, under, over, upon, through, and within the Easement Tract to engage in all activities as may be necessary, requisite, convenient, desired, or appropriate in connection therewith. The District's rights shall include, without limitation, the right to clear and remove trees, brush, growth, shrubbery, and other obstructions or improvements from the surface and subsurface of the Easement Tract, the right to excavate dirt and other materials within the Easement Tract and to remove and use offsite or otherwise dispose of any such materials, and the right to bring and operate such equipment on the Easement Tract and to install, maintain, and use gates in fences that cross and/or are located on the Easement Tract and/or Grantor's adjacent property as may be necessary, requisite, convenient, desirable, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to the District herein, the District will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that the District shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities. The District shall remove, at the District's sole expense, any dirt, earth, or other material excavated from the Easement Tract in connection with the District's construction, operation, or maintenance of the Facilities that is not used by the District in connection with its activities hereunder. The District shall fill, compact, and level any trench opened, and grade and re-seed the surface of the Easement Tract as near as practicable to its original level and contour as when entered upon.

Subject to the limitations herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided that such use and enjoyment of the surface of the Easement Tract shall not impair, interfere with, obstruct, or restrict the use and enjoyment of the Easement by the District or its successors and assigns for the purposes set forth herein.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all rights to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas or other minerals from and under the Easement Tract by directional drilling or other means that do not interfere with or disturb the surface of the Easement Tract or the District's use of the Easement for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Williamson County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the District's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Except for the express written terms and provisions set forth in this Water Line Easement, Grantor acknowledges and agrees that neither the District, nor any of its agents or representatives, has made any representations, agreements, inducements, or statements to Grantor to induce Grantor into granting this Easement or executing this Water Line Easement. This Water Line Easement constitutes the entire agreement between Grantor and the District and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof. This Water Line Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Water Line Easement may not be modified or amended except in writing signed by both parties hereto.

This conveyance is made by Grantor and accepted by the District subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Williamson County Official Public Records and that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

- d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE DISTRICT ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE EASEMENT TRACT AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT NEITHER GRANTOR NOR ANY AGENT OR REPRESENTATIVE OF GRANTOR HAS MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE DISTRICT WITH RESPECT TO THE CONDITION OF THE EASEMENT, THE EASEMENT TRACT, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT SUCH EASEMENT OR EASEMENT TRACT ARE OR WILL BE SUITABLE FOR THE DISTRICT'S INTENDED COMMERCIAL PURPOSES.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto the District, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and the District and their respective heirs, executors, administrators, successors, and assigns.

Neither party's waiver of any breach or default of any term, condition, or provision of this Water Line Easement shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Water Line Easement shall be implied from any action or non-action of either party and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

The individuals signing this Water Line Easement on behalf of Grantor and the District, respectively, each represent that it has the requisite authority to bind the Grantor and the District, respectively.

This Water Line Easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED this the 30th day of August, 2022.

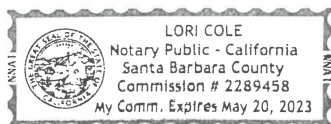
GRANTOR:

Prewitt Farms, Ltd., a Texas Limited Partnership

By: Edith Renee Prewitt
Edith Renee Prewitt, General Partner

California
THE STATE OF TEXAS §
§
COUNTY OF Santa Barbara §

This instrument was acknowledged before me on this 30th day of August, 2022,
by EDITH RENEE PREWITT, on behalf of Prewitt Farms, Ltd.



[Signature]
Notary Public, State of Texas

EXECUTED this the _____ day of _____, 2022.

GRANTOR:

Prewitt Farms, Ltd., a Texas Limited Partnership

By: _____
Edith Renee Prewitt, General Partner

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by EDITH RENEE PREWITT, on behalf of Prewitt Farms, Ltd.

Notary Public, State of Texas

GRANTOR:

Zizinia Williamson County, Ltd., a Texas Limited Partnership

By: _____
Andrew A. Zizinia, III., General Partner

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by ANDREW A. ZIZINIA, III., on behalf of Zizinia Williamson County, Ltd.

Notary Public, State of Texas

AGREED TO AND ACCEPTED this ____ day of _____, 2022, by Jonah Water Special Utility District.

JONAH WATER SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, the _____ of JONAH WATER
SPECIAL UTILITY DISTRICT, on behalf of said District.

Notary Public, State of Texas

EXHIBIT "A"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 4
May 24, 2022

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 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 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,
- 2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and
- 3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

- 4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,
- 5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

EXHIBIT "A"

[A]

(0.015 AC.)

573.17' 46" W

205.18'

PROPOSED ROW

P.O.C.

EXISTING ROW

J.C. EAMES 214 ABSTRACT NO. 214

EXISTING ROW

P.O.B.

N=10°, 179, 838.06

E=3°, 203, 923.59

L1

L2

L3

L4

L5

E-1

C. R. 403
W. D. R. O. W.)
(VARIABLE INFORMATION FOUND
NO RECORD

UNION PACIFIC RAILROAD
AND
R.O.W. A R.O.W.
WIDE ON JUNE 30,
1917
AS DEPICTED ON
TRACK MAP DATED

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	00° 57' 43" RT	1,012.00'	16.99'	N15° 58' 02" E

DEGREE OF CURVATURE = $2^{\circ} 00'$
DELTA = $37^{\circ} 12'$

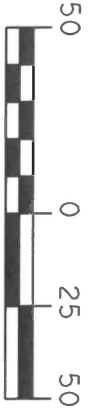
LINE NO.	BEARING	DISTANCE
L1	S73°17'46"W	20.00'
L2	N46°02'00"W	29.39'
L3	S46°02'00"E	28.59'
L4	N73°17'46"E	11.22'
L5	S16°42'14"E	15.00'

LINE TABLE

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007016169
O.P.R.W.C. TX.

TAYLOR 47 BUSINESS, LLC
CALLED 47.634 AC.
DOC. NO. 2021184603
O.P.R.W.C. TX.

EXISTING ROW



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAITM

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

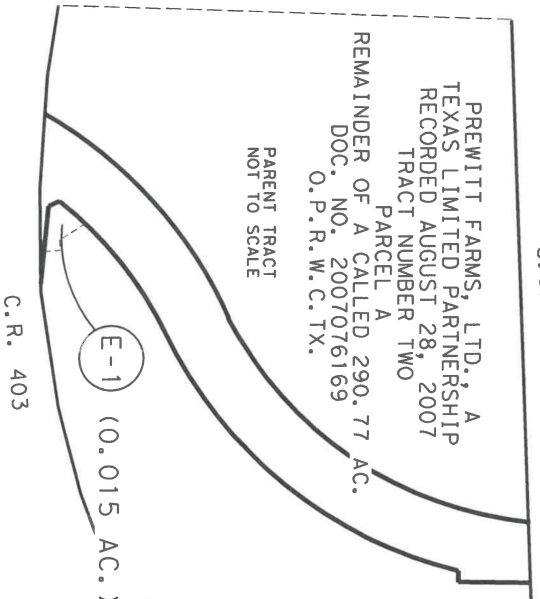
EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

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
- ▲ 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)

EXHIBIT "A"

U.S. 79



- D. INTENTIONALLY DELETED.
- E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

- F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR 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 MINERALS THAT ARE NOT LISTED.

- G. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

- H. RIGHTS OF PARTIES IN POSSESSION.

- I. INTENTIONALLY DELETED.

- J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022.

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.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATIONS COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, MAY AFFECT)

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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, OF NO. GT2100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC, IN MAY, 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.

[Signature]

5/24/22

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

DATE

FILE: \\scominc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibit\2\PLAT\02\Jonon\VP-Jonon-1.dgn

EXISTING *45.082 AC. ACQUIRE 0.000 AC. REMAINING 45.082 AC. LEFT

SAM

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

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)



PAGE 4 OF 4
REF. FIELD NOTE NO. 49256