

*Cross-reference: Doc. No. 2006061683, Williamson County, Texas OPR*

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

### **First Amendment to Drainage Easement**

This First Amendment to Drainage Easement ("Amendment") is entered into to be effective as of \_\_\_\_\_, 2023 ("Amendment Effective Date"), by and between 212 Gunner, LTD., a Texas limited partnership (sometimes referred to herein as "Gunner" and sometimes as "Grantor"); Henrietta 212, LLC, a Texas limited liability company (referred to herein as "Henrietta"); and Williamson County, Texas (referred to herein as the "County"). Gunner, Henrietta, and the County are sometimes referred to herein as the "Parties."

#### **Recitals**

A. That certain Drainage Easement dated July 20, 2006, recorded under Document No. 2006061683 of the Official Public Records of Williamson County, Texas (the "Drainage Easement") was entered into by and between Seward Junction 212 Land, LP, a Texas limited partnership ("Wolf"), and HEB Grocery Company, LP, a Texas limited partnership ("HEB"). As of the effective date of the Drainage Easement, Wolf was the party identified as the "Grantor," and Wolf owned the property referred to in the Drainage Easement as "Grantor's Property." As of the effective date of the Drainage Easement, HEB was the party identified as the "Grantee," and HEB owned the property referred to in the Drainage Easement as "Grantee's Property." Except as otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings given to such terms in the Drainage Easement.

B. As of the Amendment Effective Date, Gunner owns the 73.5850 acres of land, more or less, out of the JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, in Williamson County, Texas, being an 82.28 acre tract described as Tract 12 conveyed to 183 BLW, LP by Warranty Deed recorded in Document No. 2010029253, Official Public Records, Williamson County, Texas, Save and Except a 3.174 acre tract dedicated to Williamson County for State Highway 29 R.O.W. in Document No. 2013002949 and a 5.509 acre tract dedicated to Williamson County for County Road 259 R.O.W. in Document No. 2013002950, both Official Public Records, Williamson County, Texas, said 73.5850-acre tract being more particularly described in the Special Warranty Deed dated January 23, 2020, from 183 BLW, LP, a Texas limited partnership, as to a 79.7819% undivided interest, and John C. Lewis as to a 20.2181% undivided interest, to Gunner and recorded in Document No. 2020007536 of the Official Public Records of Williamson County, Texas, SAVE AND EXCEPT a 0.1287 acre (5,608 square feet) tract of land in the John

B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being a portion of the remainder of that certain called 82.28 acre tract of land, designated as Tract 12, and described in that certain Deed dated February 19, 2018, from 183 BLW, LP, a Texas limited partnership, to Williamson County, Texas, recorded in Document No. 2018015411 of the Official Public Records of Williamson County, Texas (the "Gunner Property").

C. Gunner is the successor-in-interest to Wolf, the "Grantor" in the Drainage Easement. The Gunner Property constitutes the remainder of the Grantor's Property described in the Drainage Easement.

D. Henrietta owns the 33.9575 acres, more or less, out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of the 39.28 acres conveyed to HEB Grocery Company, LP, by Warranty Deed recorded in Doc. No. 2006061679, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT 5.290 acres conveyed to Williamson County, Texas for additional ROW purposes in Doc. No. 2014081279, Official Public Records, Williamson County, Texas; said 33.9575-acre tract being more particularly described in the deed from Seward Junction 212 Land, LP, a Texas limited partnership, to Henrietta dated January 15, 2019, and recorded in Doc. No. 2019003562, Official Public Records, Williamson County, Texas (the "Henrietta Property").

E. County owns the 5.290 acres conveyed to Williamson County, Texas, for additional ROW purposes in Doc. No. 2014081279, Official Public Records, Williamson County, Texas (the "County Property").

F. Henrietta and County are the successors-in-interest to HEB, the "Grantee" in the Drainage Easement. The Henrietta Property and the County Property, together, constitute the Grantee's Property described in the Drainage Easement. Of the Henrietta Property and the County Property, only the Henrietta Property is contiguous with the Easement Property described in the Drainage Easement.

G. The Drainage Easement encumbers a portion of the Gunner Property for the benefit of the Grantee's Property.

H. The Parties desire to amend the location of the Easement Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit C of the Drainage Easement is hereby deleted in its entirety and replaced by the new Exhibit C attached to this Amendment. After the Amendment Effective Date, the defined term "Easement Property," as it is used in the Drainage Easement, shall mean only the real property described on the new Exhibit C attached to this Amendment.

2. The second sentence of Section 2 of the Drainage Easement is hereby deleted in its entirety.

3. Section 5 of the Drainage Easement is hereby deleted in its entirety.
4. Section 6 of the Drainage Easement is hereby amended to read as follows:

6. Relocation of Easement Property. Once the Drainage Facilities have been constructed and installed, neither Grantor nor Grantee shall alter or cause to be altered the layout or physical condition of the Easement Property (other than in connection with the routine maintenance, repair, or replacement thereof) without the prior written consent of the other party, which consent shall not be unreasonably withheld. If either Grantor or Grantee, or their successors or assigns, desires to relocate the Easement Property at any time, the new location of the Easement Property must be within the 200-foot-wide temporary Easement Property defined in the original version of Exhibit C to the Agreement (prior to the recordation of the First Amendment to Drainage Easement), and shall require the written agreement of all parties or their successor or assigns. Such relocation, if any, shall be at the sole cost and expense of the party requesting such relocation.

5. The Parties agree that the duration of the Easement shall be perpetual. All references in the Drainage Easement to the Easement being “temporary” in nature are hereby deleted.

6. In consideration of the County executing this Amendment, the Parties acknowledge that, except as stated herein, the terms and conditions of the Drainage Easement shall remain in full force and effect. Gunner and Henrietta and their respective assigns agree to hold the County, its elected officers, employees, attorneys, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys’ fees) resulting from the County executing this Amendment.

7. All of the rights, covenants, obligations, and privileges assigned to Grantor in the Drainage Easement are now held by Gunner and its successors and assigns. Gunner’s address for notices is:

212 Gunner, Ltd.  
Attn: General Partner  
10800 Pecan Park, Suite 125  
Austin, Texas 78750

8. All of the rights, covenants, obligations, and privileges assigned to Grantee in the Drainage Easement are now held by Henrietta and the County and their respective successors and assigns. Henrietta’s address for notices is:

Henrietta 212, LLC  
Attn: Manager  
10800 Pecan Park, Suite 125  
Austin, Texas 78750

The County's address for notices is:

Williamson County, Texas  
710 Main Street  
Georgetown, Texas 78626

9. This Amendment has been executed and delivered by the Parties for the purpose of recording and giving notice of the rights granted in the Drainage Easement, as amended.

10. The Parties hereby ratify and confirm the Drainage Easement as amended by this Amendment.

11. The Drainage Easement, as amended by this Amendment, shall run with the Gunner Property and shall inure to the benefit of the Henrietta Property and the County Property and shall be binding upon the successors and assigns of each of the Parties hereto and all future owners of the Gunner Property, the Henrietta Property, and the County Property.

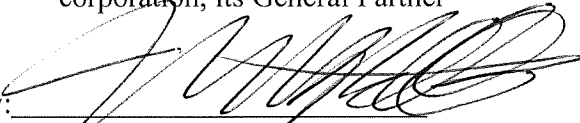
12. This Amendment shall be recorded in the Official Public Records of Williamson County, Texas, by the Parties.

[remainder of this page blank—signature pages follow]

GUNNER:

212 GUNNER, LTD., a Texas limited partnership

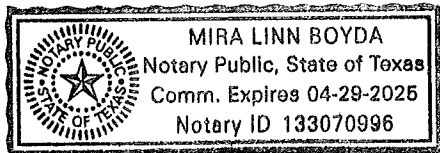
By: Pohl Brown & Associates, Inc., a Texas  
corporation, its General Partner


By:   
William B. Pohl, President

STATE OF TEXAS                   §  
  §  
COUNTY OF Travis           §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2023, by William B. Pohl, President of Pohl Brown & Associates, Inc., a Texas corporation, the general partner of 212 GUNNER, LTD., a Texas limited partnership, on behalf of 212 GUNNER, LTD., a Texas limited partnership.

(SEAL)



  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 4-29-2025  
Commission No.: 133070996

HENRIETTA:

HENRIETTA 212, LLC, a Texas limited liability company

By: \_\_\_\_\_  
William B. Pohl, Manager

By: *Wayne Wolf*  
Wayne Wolf, Manager

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by William B. Pohl, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

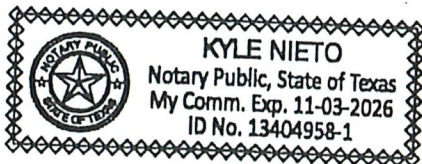
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF TEXAS                    §  
   §  
COUNTY OF Hays §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2023, by Wayne Wolf, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

*Kyle Nieto*  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 11-03-2026  
Commission No.: 13404958-1



HENRIETTA:

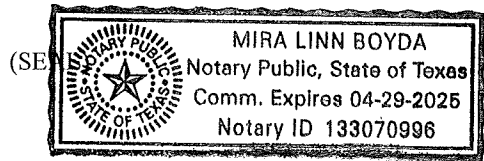
HENRIETTA 212, LLC, a Texas limited liability company

By: [Signature]  
William B. Pohl, Manager

By: \_\_\_\_\_  
Wayne Wolf, Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF Travis           §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2023, by William B. Pohl, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.



[Signature]  
Notary Public, State of Texas  
My commission expires: 4-29-2025  
Commission No.: 133070996

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Wayne Wolf, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:  Bill Gravell Jr.  
Bill Gravell (Notary 22, 2023, 11:42 CDT)

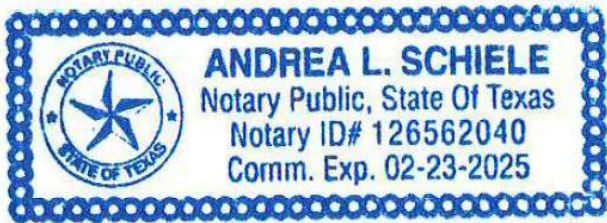
Print Name: Bill Gravell Jr.


Print Title: County Judge

STATE OF TEXAS                   §  
  §  
COUNTY OF Williamson       §

The foregoing instrument was acknowledged before me on this 22nd March day of 22nd March, 2023, by Bill Gravell Jr. 22nd March, the County Judge of Williamson County, Texas, on behalf of Williamson County, Texas.

(SEAL)



  
Notary Public, State of Texas  
My commission expires: 02-23-2025  
Commission No.: \_\_\_\_\_



New Exhibit C

Description of the Easement Property

See the three (3) pages attached hereto.



0.366 ACRE  
JOHN B. ROBINSON SURVEY, ABS. NO. 521  
WILLIAMSON COUNTY, TX

FILE NO. 2022.178  
PROJECT: 014009(EX1)  
DATE: 02/07/2023

#### DESCRIPTION

0.366 ACRE OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 73.5850 ACRE TRACT CONVEYED TO 212 GUNNER LTD., BY DEED OF RECORD IN DOCUMENT NO. 2020007536, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.366 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, for reference, at a 1/2-inch iron rod found at an angle point in the south right-of-way line of S.H. 29 (r.o.w. varies), being in the west line of that certain 14.200 acre tract conveyed to Pedernales Electric Cooperative, Inc. by Deed of record in Document No. 2020062257, of said Official Public Records, also being the northeast corner of said 73.5850 acre tract;

**THENCE**, S04°29'56"E, leaving said south right-of-way line, over and across said 73.5850 acre tract, a distance of 512.41 feet to a calculated point, for the **POINT OF BEGINNING** and northeasterly corner hereof;

**THENCE**, continuing over and across said 73.5850 acre tract, the following ten (10) courses and distances:

1. S07°13'54"E, a distance of 16.55 feet to a calculated point, for the southeasterly corner hereof, from which a 1/2-inch iron rod found at an angle point in the west line of said 14.200 acre tract, being the east line of said 73.5850 acre tract, bears S36°08'33"E, a distance of 538.92 feet;
2. N72°15'18"W, a distance of 164.60 feet to a calculated point, for an angle point;
3. S68°45'52"W, a distance of 133.19 feet to a calculated point, for an angle point;
4. N72°15'18"W, a distance of 692.88 feet to a calculated, for an angle point;
5. N34°23'40"W, a distance of 79.98 feet to a calculated point at the beginning of a non-tangent curve to the left, for the most westerly corner hereof;
6. Along said curve, having a radius of 470.00 feet, a central angle of 1°49'43", an arc length of 15.00 feet, and a chord which bears N55°36'20"E, a distance of 15.00 feet to a calculated point, for the most northerly corner hereof;
7. S34°23'40"E, a distance of 74.83 feet to a calculated point, for an angle point;
8. S72°15'18"E, a distance of 682.43 feet to a calculated point, for an angle point;
9. N68°45'52"E, a distance of 133.19 feet to a calculated point, for an angle point;



10. S72°15'18"E, a distance of 162.92 feet to the POINT OF BEGINNING, and containing 0.366 acre (15,929 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

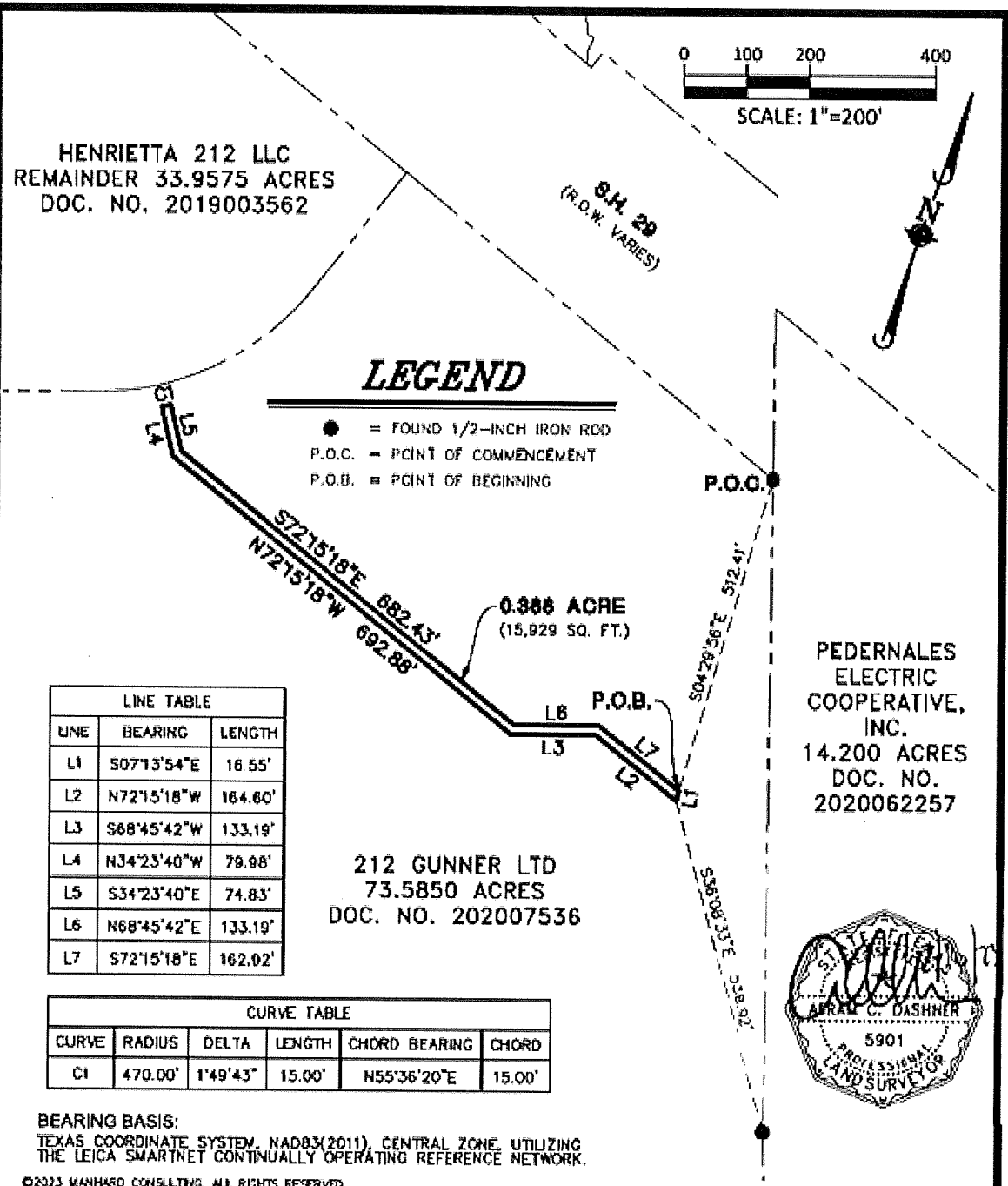
I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER, 2021, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

A handwritten signature in black ink, appearing to read 'A. Dashner', written over a horizontal line.

ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



12-45  
Dwg. Name: P:\617\614 Pchl Brown and Associates\003 Carrs Tract -14 AC out of the John B. Robinson Surv. A No. 521\dwg\Surv\Final\Revisions\ Exhibits Surv\014509-EX1.dwg Updated By: TSmith



 <b>Manhard CONSULTING</b> <small>8448 E Highway 740, Ste. 4-100, Austin, TX 78723 ph.512.344.3330 manhard.com Civil Engineers   Surveyors   Water Resource Engineers   Water &amp; Waste Water Engineers Construction Managers   Environmental Scientists   Landscape Architects   Planners Texas Board of Professional Engineers &amp; Land Surveyors Reg. No. T-10164764 (P&amp;V) T-31732 (E&amp;I)</small>	<b>EASEMENT EXHIBIT</b>			
	<b>LIBERTY HILL, WILLIAMSON COUNTY, TX</b>			
	<b>0.366 ACRE - JOHN B. ROBINSON SURV., A-521</b>			
	DATE: 02/10/23	DRAWN BY: PMP	SCALE: 1"=200'	COORD: P022.171