EXHIBIT
"A"

### INTERLOCAL AGREEMENT BY AND BETWEEN ROUND ROCK AND GEORGETOWN

This Interlocal Agreement by and between Round Rock and Georgetown ("Agreement") is entered into between the City of Round Rock, Texas, a home rule municipality ("Round Rock"), and the City of Georgetown, Texas, a home rule municipality ("Georgetown"). In this Agreement, Round Rock and Georgetown are sometimes individually referred to as "a Party" and collectively as "the Parties".

- WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Corporation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the prevention and protection of the health and safety of the inhabitants of this State and the mutual benefit of the Parties; and
- **WHEREAS,** Georgetown has plans to widen D.B. Wood Road north of State Highway 29, (the "Project"); and
- **WHEREAS**, Round Rock has an existing 30-inch raw water transmission main along D.B. Wood Road which conflicts with the Project; and
- WHEREAS, Georgetown and Round Rock wish to cooperate regarding the mutual responsibilities, obligations, and duties as stated herein for the relocation of a portion of Round Rock's raw water line, and the construction of the Project;
- **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements contained in this Agreement, the Parties agree as follows:

### I. <u>Purpose</u>

The general purpose of this Agreement is to provide for the cooperation of Georgetown and Round Rock in the relocation of a portion of Round Rock's 30-inch raw water transmission and the widening of D.B. Wood Road.

### II. Description of Project and Raw Water Line Conflicts

- **2.01** At two locations shown on Exhibit "A," Georgetown intends to install stormwater infrastructure facilities over Round Rock's raw water line.
- **2.02** Along D.B. Wood Road, north of La Mesa Lane, Georgetown intends to extend the earthen embankment over the location of Round Rock's water line.

# III. <u>Georgetown's Responsibilities</u>

- **3.01** In conjunction with the aforesaid construction of the two stormwater infrastructure facilities, Georgetown agrees to install split-steel encasement around the water line.
- **3.02** In conjunction with the aforesaid construction of the extension of the earthen embankment over the present location of Round Rock's raw water line, Georgetown agrees to grant to Round Rock an exclusive easement within and adjacent to the edge of the D.B. Wood Road right of way for the relocation of Round Rock's raw water line. A copy of the easement is attached hereto as Exhibit "B."

## IV. Round Rock's Responsibilities

- **4.01** Round Rock agrees to reimburse Georgetown for the actual cost of the two stormwater infrastructure facilities described in **2.01** above.
- **4.02** Round Rock agrees to relocate, at its cost, the raw water line at the location described in **2.02** above.

### V. <u>Default</u>

### 5.01 Material Breach: Notice and Opportunity to Cure.

- (a) In the event that either 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 thirty (30) days to cure such material breach or, if the curative action cannot reasonably be completed within thirty (30) days, the defaulting Party will commence the curative action within thirty (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 ten (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.
- **5.02** 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.

### VI. General Provisions

- **6.01 Authority**. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.
- **6.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project by Georgetown.
- **6.03 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.
- **6.04** 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.
- **6.05** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **6.06** 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.
- **6.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- **6.08 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.
- **6.09 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:

Georgetown:	City of Georgetown
	Georgetown, Texas, Attn: City Manager Telephone: ()

Round Rock:	City of Round Rock
	221 E. Main St.

Round Rock, TX 78664
Attn: City Manager
Telephone: (\_\_\_) \_\_\_-\_\_\_

- **6.10** 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.
- **6.11 Authority.** Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.
- **6.12 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.
- **6.13 No Joint Venture.** The Project is a project of Georgetown and is not a joint venture or other partnership with Round Rock. The relocation of the raw water line is a project of Round Rock and is not a joint venture or other partnership with Georgetown.

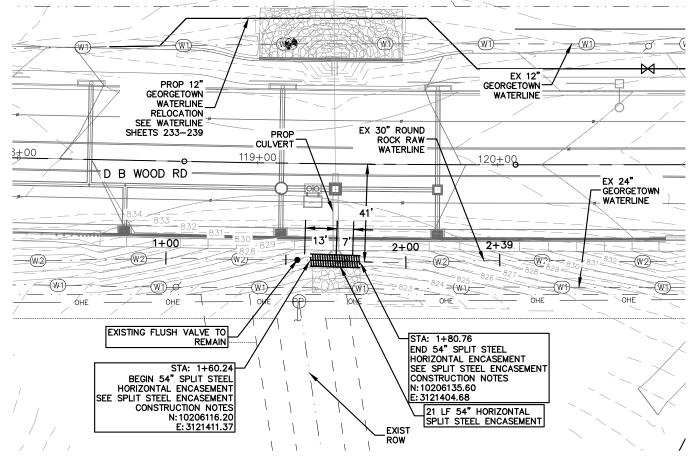
Signature Page Follows.

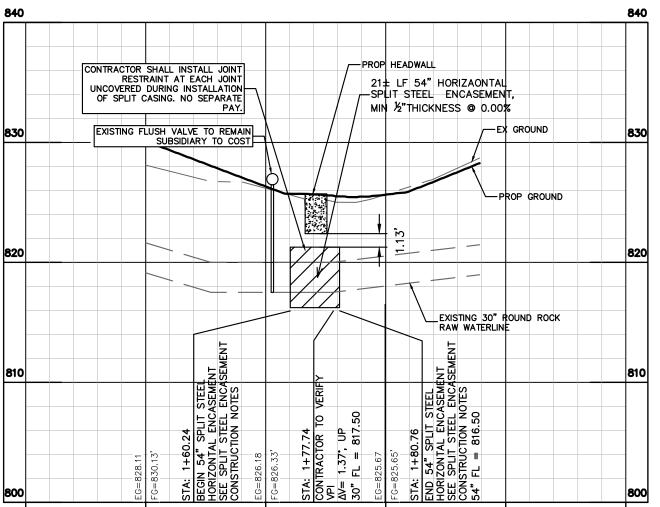
### CITY OF GEORGETOWN, TEXAS

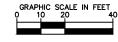
By:	
	, Mayor
ATTEST:	
By:	
	, City Secretary
CITY OF	ROUND ROCK, TEXAS
By:	
	Iorgan, Mayor
ATTEST:	
By:	
Meagan	Spinks, City Clerk

# EXHIBIT "A" TO INTERLOCAL AGREEMENT BY AND BETWEEN ROUND ROCK AND GEORGETOWN

- CONTRACTOR TO NOTIFY CITY OF ROUND ROCK INSPECTOR (512-844-2682) WHEN WORK ON OR NEAR ROUND ROCK'S 30" WATERLINE TAKES PLACE. CONTRACTOR TO PROVIDE A MINIMUM OF 48-HOUR NOTICE.
- THE PROPOSED SPLIT ENCASEMENT IS TO PROTECT THE EXISTING 30—INCH ROUND ROCK RAW WATERLINE FROM THE PROPOSED CONSTRUCTION IN THE AREA. CONTRACTOR TO EXERCISE CAUTION DURING THE DEMOLITION AND REMOVAL OF THE EXISTING HEADWALL AND CONTRACTOR TO INSTALL THE SPLIT ENCASEMENT ON THE EXISTING 30—INCH ROUND ROCK WATERLINE WHILE THE LINE IN SERVICE PRIOR TO THE CONSTRUCTION OF THE PROPOSED HEADWALL.
- CONTRACTOR TO FIELD VERIFY THE LOCATION AND DEGREE OF DEFLECTION OF THE EXISTING VPI ON THE EXISTING 30" ROUND ROCK RAW WATERLINE RELATIVE TO THE PROPOSED HEADWALL EXTENT.
- CONTRACTOR TO ENSURE THAT THE SPLIT ENCASEMENT EXTENDS 5 FEET FROM THE EDGE OF THE HEADWALL ON BOTH SIDES. CONTRACTOR TO INSTALL SPLIT ENCASEMENT PER CITY OF ROUND ROCK DETAIL WT-16 (SEE SHEET 246)
- CONTRACTOR TO SUBMIT THE DESIGN OF THE SPACERS FOR THE SPLIT STEEL ENCASEMENT TO ACCOMMODATE FOR THE DEFLECTION IN THE EXISTING WATERLINE IF THE DEFLECTION IS WITHIN THE LIMITS OF THE AREA THAT WILL REQUIRE ENCASEMENT.
- CONTRACTOR TO FIELD VERIFY THE FLOW—LINE OF THE EXISTING ROUND ROCK 30" WATERLINE AS WELL AS THE FLOW—LINE OF THE EXISTING CULVERT TO ENSURE THAT THERE WILL BE A MINIMUM OF THE SEPARATION BETWEEN THE TOP OF THE 54" ENCASEMENT AND THE BOTTOM OF THE PROPOSED HEADWALL TOE. THE CONTRACTOR TO INFORM CITY OF ROUND ROCK, CITY OF GEORGETOWN AND KIMLEY—HORN OF THE EXISTING CONDITIONS. IF SPLIT STEEL ENCASEMENT DESIGN CANNOT BE ACCOMMODATED, CONTRACTOR TO COORDINATE WITH CITY OF ROUND ROCK AND KIMLEY—HORN FOR AN ALTERNATE DESIGN.









**LEGEND** 

PROP WATER LINE PROPOSED RIGHT OF WAY

PROPOSED ROADWAY CENTERLINE

TO BE ABANDONED

PROP GATE VALVE  $\bowtie$  $\dot{\phi}$ PROP FIRE HYDRANT

PROP STORM

PROPOSED STONE PROTECTION RIPRAP

CITY OF GEORGETOWN WATER CITY OF ROUND ROCK WATER

PEDERNALES OVERHEAD ELECTRIC

EXIST FIRE HYDRANT EXIST GATE VALVE Ø

EXIST RIGHT OF WAY EXIST EASEMENT

EXIST PROPERTY LINE

**EXIST CONTOURS** PROP CONTOURS —— 800 ——

WM EXIST WATER METER

#### NOTES

- THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL FITTINGS SHALL BE IN ACCORDANCE WITH AWWA C153 FOR PIPE SMALLER THAN 12" AND AWWA C110 FOR PIPE LARGER THAN 12".



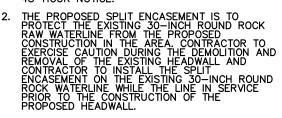
T.R R 2/2/23

Kimley » Horn

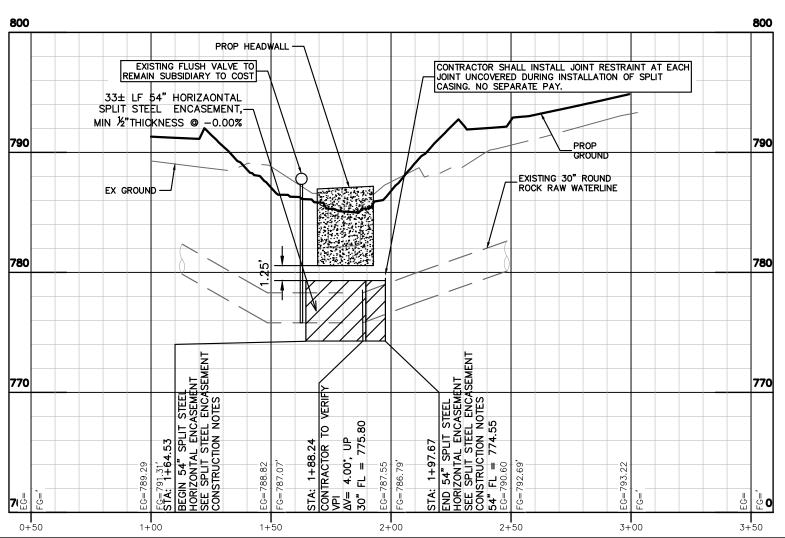


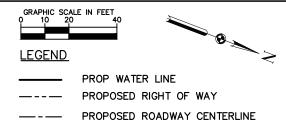
D.B. WOOD RD

PROPOSED 30-IN ROUND ROCK WL ENCASEMENT (1 OF 2)



- CONTRACTOR TO FIELD VERIFY THE LOCATION AND DEGREE OF DEFLECTION OF THE EXISTING VPI ON THE EXISTING 30" ROUND ROCK RAW WATERLINE RELATIVE TO THE PROPOSED HEADWALL EXTENT.
- CONTRACTOR TO ENSURE THAT THE SPLIT ENCASEMENT EXTENDS 5 FEET FROM THE EDGE OF THE HEADWALL ON BOTH SIDES. CONTRACTOR TO INSTALL SPLIT ENCASEMENT PER CITY OF ROUND ROCK DETAIL WT—16 (SEE SHEET 246)
- CONTRACTOR TO SUBMIT THE DESIGN OF THE SPACERS FOR THE SPLIT STEEL ENCASEMENT TO ACCOMMODATE FOR THE DEFLECTION IN THE EXISTING WATERLINE IF THE DEFLECTION IS WITHIN THE LIMITS OF THE AREA THAT WILL REQUIRE ENCASEMENT.
- CONTRACTOR TO FIELD VERIFY THE FLOW—LINE OF THE EXISTING ROUND ROCK 30" WATERLINE AS WELL AS THE FLOW—LINE OF THE EXISTING CULVERT TO ENSURE THAT THERE WILL BE A MINIMUM OF 1FT SEPARATION BETWEEN THE TOP OF THE 54" ENCASEMENT AND THE BOTTOM OF THE PROPOSED HEADWALL TOE. THE CONTRACTOR TO INFORM CITY OF ROUND ROCK, CITY OF GEORGETOWN AND KIMLEY—HORN OF THE EXISTING CONDITIONS. IF SPLIT STEEL ENCASEMENT DESIGN CANNOT BE ACCOMMODATED, CONTRACTOR TO COORDINATE WITH CITY OF ROUND ROCK AND KIMLEY—HORN FOR AN ALTERNATE DESIGN.





TO BE ABANDONED

PROP GATE VALVE  $\bowtie$ ф. PROP FIRE HYDRANT

PROP STORM

PROPOSED STONE PROTECTION RIPRAP

CITY OF GEORGETOWN WATER CITY OF ROUND ROCK WATER PEDERNALES OVERHEAD ELECTRIC

EXIST FIRE HYDRANT EXIST GATE VALVE Ø EXIST RIGHT OF WAY

EXIST EASEMENT EXIST PROPERTY LINE **EXIST CONTOURS** 

PROP CONTOURS —— 800 —— WM EXIST WATER METER

NOTES

- THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL FITTINGS SHALL BE IN ACCORDANCE WITH AWWA C153 FOR PIPE SMALLER THAN 12" AND AWWA C110 FOR PIPE LARGER THAN 12".



T.R 2/2/23

Kimley » Horn



D.B. WOOD RD

PROPOSED 30-IN ROUND ROCK WL ENCASEMENT (2 OF 2)

232

# EXHIBIT "B" TO

# INTERLOCAL AGREEMENT BY AND BETWEEN ROUND ROCK AND GEORGETOWN

### WATER LINE EASEMENT

STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:			
COUNTY OF WILLIAMSON	§ §				
This Water Line Easemen	_	ent (this "Agreement" as, by and between th	/		
Texas home-rule municipal corpo		· •	•	_	
78627, ATTN: Georgetown City S	Secretary	(hereinafter referred to	o as "Granto	or"), and	the City of
Round Rock, Texas, a Texas	ıs home	rule municipal con	rporation, v	whose	address is
	(here	n referred to as "Gran	tee").		

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an Exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

- 2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
- 3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; and (2) the right to relocate the Facilities within the Easement Area.
- 4. The duration of the Easement is perpetual; provided, however, that Grantor shall have the right at any and all times upon 365 days written notice to Grantee to terminate the Easement in the event that Grantee determines that the termination of the Easement is reasonably desired or necessary in order to further a public purpose. In the event that Grantor terminates the Easement as provided for in this Paragraph 4, Grantor shall either:
  - (i) grant and convey a replacement easement to Grantee containing terms substantially similar to the terms contained herein, on, over, under, and across

property owned by Grantor in order to allow Grantee to relocate its Facilities, or construct replacement Facilities, in the new easement area. The location of such new easement area shall be at a location determined by Grantor in Grantor's reasonable discretion. The easement area for the new easement shall be comparable in size to the Easement Area for this Easement. Grantor shall be solely responsible for all reasonable and necessary costs incurred by Grantor and/or Grantee in connection with Grantor granting and conveying the replacement easement to Grantee, as well as all reasonable and necessary costs incurred by Grantor and/or Grantee in connection with Grantee relocating its Facilities, or constructing replacement Facilities, in the new easement area; or

- (ii) cooperate with Grantee in Grantee's efforts to acquire a replacement easement on, over, under, and across property not owned by Grantor in order to allow Grantee to relocate its Facilities, or construct replacement Facilities, in the new easement area. The location of such new easement area shall be at a location determined by Grantee in Grantee's reasonable discretion. The easement area for the new easement shall be comparable in size to the Easement Area for this Easement. Grantor shall be solely responsible for all reasonable and necessary costs incurred by Grantor and/or Grantee in connection with Grantee acquiring the replacement easement, as well as all reasonable and necessary costs incurred by Grantor and/or Grantee in connection with Grantee relocating its Facilities, or constructing replacement Facilities, in the new easement area.
- 5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
- 6. The Easement, and the rights and privileges granted by this Agreement, are exclusive to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Notwithstanding the foregoing, Grantor reserves for itself and its successors and assigns the right to construct, place, maintain, inspect, operate, repair, alter, replace and remove driveways, roadways, curbing, gutters, sidewalks, landscaping, and irrigation (collectively the "Grantor Improvements"), as well as utilities including water, wastewater, gas, telecommunications, and electrical lines and related facilities (collectively, "Grantor Utilities"), across the Easement Area, and Grantee expressly consents to the use of the Easement Area for such purposes. Grantor's rights reserved in this paragraph are subject to the following requirements:
  - a) The construction, placement, maintenance, inspection, operation, repair, alteration, replacement, and/or removal of the Grantor Improvements and the Grantor Utilities shall not materially interfere with the rights granted to Grantee herein:
  - b) Any Grantor Utilities shall cross the Facilities at an angle no less than 45 degrees, at a depth to provide sufficient separation from the Facilities (as

- determined by Grantee in its reasonable discretion), and may not run parallel with the Facilities; and
- c) Grantor shall provide Grantee at least 72 hours' written notice prior to commencing any work within the Easement Area.
- 7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
- 8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:
City of Georgetown, Texas, a Texas home-rule municipal corporation
By:
Name:
Title:
GRANTEE:
City of Round Rock, Texas, a Texas home-rule municipal corporation
By:
Name:
Title:

STATE OF TEXAS COUNTY OF WILLIAMSON	\$ \$ \$
This instrument was acknown 20, by Georgetown, Texas, a Texas home-	vledged before me on this the day of of the City of or the City of or the city of the city of or the city of
	Notary Public, State of Texas
STATE OF TEXAS COUNTY OF WILLIAMSON	§ § §
This instrument was acknown 20, by Round Rock, Texas, a Texas home-	vledged before me on this the day of of the City of or the city of
	Notary Public, State of Texas

County:WilliamsonJune 29, 2023Parcel:3 Easement, Ronald Kenneth JosephPage 1 of 5

and Wendy Sue Fassett Joseph

Project: D. B. Wood Road Proj. No. KHRN-001

### EXHIBIT A

### PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2183 ACRE (9,507 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7-A OF AMENDED PLAT OF LOTS 6 & 7, AMENDED WOOD RANCH SECTION ONE, A SUBDIVISION RECORDED IN CABINET N, SLIDE 392, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO RONALD KENNETH JOSEPH AND WENDY SUE FASSETT JOSEPH, RECORDED IN DOCUMENT NO. 9619062, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.2183 ACRE (9,507 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with plastic cap stamped "INLAND GEODETICS" found (Grid Coordinates determined as: N=10,205,824.37, E=3,120,625.08), on the existing easterly right-of-way (R.O.W.) line of D.B. Wood Road (120' R.O.W. width), as described in Document No. 2005080399, of the Official Public Records of Williamson County, Texas, same point being in the proposed easterly R.O.W. line of D.B. Wood Road, same point also being in the westerly boundary line of said Lot 7-A, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which point a 1/2 inch iron rod found for the southwest corner of Lot 6-A, said AMENDED PLAT OF LOTS 6 & 7, AMENDED WOOD RANCH SECTION ONE, A SUBDIVISION, bears 'South 20°56'10" East, with said easterly R.O.W. line of D.B. Wood Road, a distance of 160.19 feet;

1) **THENCE**, **North 20°56'10" West**, departing said proposed easterly R.O.W. line of D.B. Wood Road, with said existing easterly R.O.W. line of D.B. Wood Road, same line being the westerly boundary line of said Lot 7-A, a distance of **20.59** feet to a calculated point;

THENCE, departing said existing easterly R.O.W. line of D.B. Wood Road, through the interior of said Lot 7-A, the following five (5) courses:

- 2) North 55°21'00" East, a distance of 11.79 feet to a calculated point;
- 3) North 14°14'25" East, a distance of 162.38 feet to a calculated point;

County:WilliamsonJune 29, 2023Parcel:3 Easement, Ronald Kenneth JosephPage 2 of 5

and Wendy Sue Fassett Joseph

**Project:** D. B. Wood Road Proj. No. KHRN-001

4) North 20°56'10" West, a distance of 139.59 feet to a calculated point;

- 5) North 72°03'59" West, a distance of 89.65 feet to a calculated point;
- 6) **North 85°26'27" West**, a distance of **39.00** feet to a calculated point in said existing easterly R.O.W. line of D.B. Wood Road, same line being the westerly boundary line of said Lot 7-A;
- 7) **THENCE**, **North 20°56'10" West**, with said existing easterly R.O.W. line of D.B. Wood Road, same line being the westerly boundary line of said Lot 7-A, a distance of **22.15** feet to a calculated point, and from which point a 1/2 inch iron rod with plastic cap stamped "INLAND GEODETICS" found being in said proposed easterly R.O.W. line of D.B. Wood Road, bears North 20°56'10" West, with said easterly R.O.W. line of D.B. Wood Road, a distance of 15.12 feet, for the northwesterly corner of the herein described parcel;
- 8) **THENCE**, **South 85°26'27" East**, departing said existing easterly R.O.W. line of D.B. Wood Road, through the interior of said Lot 7-A, a distance of **50.89** feet to a calculated point in said proposed easterly R.O.W. line of D.B. Wood Road, for the northernmost northeasterly corner of the herein described parcel;

THENCE, continuing through the interior of said Lot 7-A, with said proposed easterly R.O.W. line of D.B. Wood Road, the following four (4) courses:

- 9) **South 72°03'59" East**, a distance of **101.55** feet to a 1/2 inch iron rod with plastic cap stamped "INLAND GEODETICS" found, for the easternmost northeasterly corner of the herein described parcel;
- 10)**South 20°56'10" East**, a distance of **155.50** feet to a 1/2 inch iron rod with plastic cap stamped "INLAND GEODETICS" found, for the easternmost southeasterly corner of the herein described parcel;
- 11)**South 14°14'25" West**, a distance of **176.22** feet to a 1/2 inch iron rod with plastic cap stamped "INLAND GEODETICS" found, for the southernmost southeasterly corner of the herein described parcel;

County:WilliamsonJune 29, 2023Parcel:3 Easement, Ronald Kenneth JosephPage 3 of 5

and Wendy Sue Fassett Joseph

Project: D. B. Wood Road Proj. No. KHRN-001

12)South 55°21'00" West, a distance of 24.17 feet to the POINT OF BEGINNING, containing 0.2183 acres (9,507 square feet) of land, more or less.

### Notes:

- 1. Bearings are based on the Texas Coordinate System of 1983, Central Zone 4203, NAD83 (2011). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00013.
- 2. Reference is herein made to the sketch of this tract accompanying this metes and bounds description.
- 3. I certify that this description was prepared from a survey made on the ground between January 2021 and November 2022 under my supervision.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

09/25/2023

Miguel A. Escobar

Registered Professional Land Surveyor No. 5630

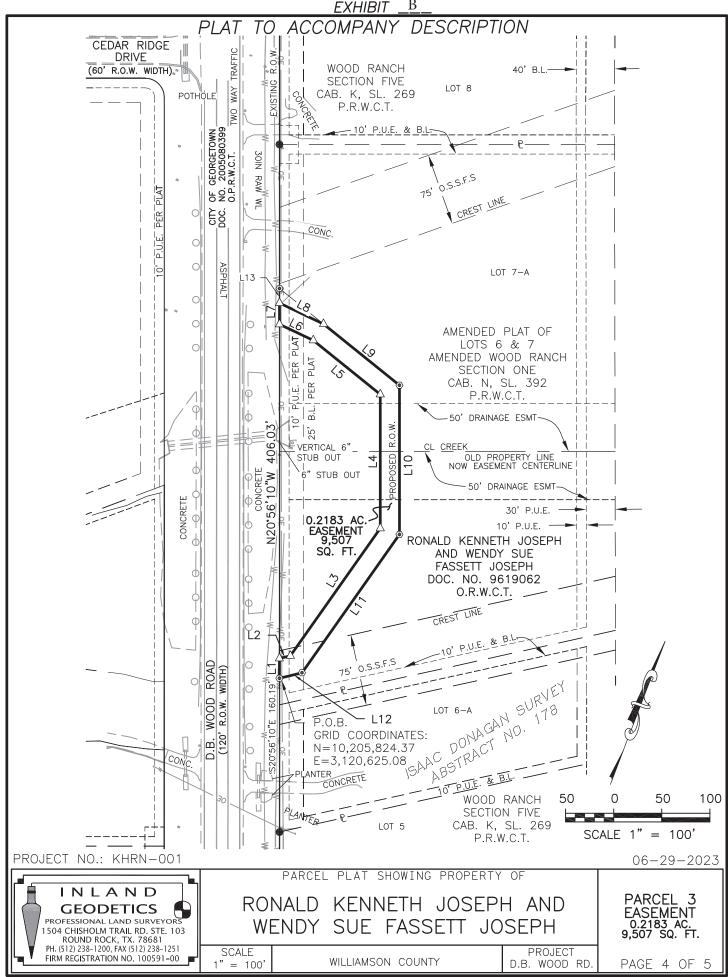
Licensed State Land Surveyor

**Inland Geodetics** 

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681





### LEGEND

### PLAT TO ACCOMPANY DESCRIPTION

•	TXDOT	TYPE	Ш	MON	FOUND

- 1/2" IRON ROD WITH CAP STAMPED "INLAND GEODETICS" FOUND
- 1/2" IRON ROD FOUND
- (a) 1/2" IROD ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET
- △ CALCULATED POINT
  PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS
- WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
  - O.R.W.C.T. OFFICIAL RECORDS
    - WILLIAMSON COUNTY, TEXAS
    - P.O.B. POINT OF BEGINNING
      P.O.C. POINT OF COMMENCING
      ( ) RECORD INFORMATION
      - BREAKLINE

DIRECTION	DISTANCE
N20°56'10"W	20.59'
N55°21'00"E	11.79'
N14°14'25"E	162.38'
N20°56'10"W	139.59'
N72°03'59"W	89.65
N85°26'27"W	39.00'
N20°56'10"W	22.15'
S85°26'27"E	50.89'
S72°03'59"E	101.55
S20°56'10"E	155.50'
S14°14'25"W	176.22'
S55°21'00"W	24.17'
N20°56'10"W	15.12'
	N20°56′10″W N55°21′00″E N14°14′25″E N20°56′10″W N72°03′59″W N85°26′27″W N20°56′10″W S85°26′27″E S72°03′59″E S20°56′10″E S14°14′25″W S55°21′00″W

#### NOTES:

- 1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID—TO—SURFACE COMBINED ADJUSTMENT FACTOR OF 1 00013
- 2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.
- 3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 4. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY UTILITY COMPANIES CONTACTED THROUGH THE "DIG TESS" UTILITY LOCATING SERVICE. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 5. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JANUARY 2021 AND NOVEMBER 2022.

MIGUEL A. ESCOBAR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681
PROJECT NO.: KHRN-001



06-29-2023

PARCEL 3

EASEMENT 0.2183 AC. 9,507 SQ. FT.

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

# RONALD KENNETH JOSEPH AND WENDY SUE FASSETT JOSEPH

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT D.B. WOOD RD.

PAGE 5 OF 5

09/25/2023