

**EXHIBIT****"A"**

Form ROW-N-PUA  
(12/12)  
Replaces Form ROW-N-7  
Page 1 of 5

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES****STATE OF TEXAS**

§

Parcel No.: 1

**COUNTY OF WILLIAMSON**

§

Project: Kenney Fort Boulevard

§

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and ROUND ROCK RANCH, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to Kenney Fort Boulevard and related drainage and utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Projects. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of EIGHT HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-TWO and 00/100 Dollars (\$874,882.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee.

\*NPUA\*

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1835035-KFO effective February 4, 2019 by Independence Title/Title Resources Guaranty Company, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be June 11, 2019.
6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the Grantee will record this document.
14. Other conditions: N/A
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: \_\_\_\_\_

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses without prior advance agreement between Grantor/Tenant and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

*[signature pages follow]*

GRANTOR:

ROUND ROCK RANCH, LTD.  
a Texas limited partnership

By: COMMERCE TEXAS PROPERTIES, INC.  
a Texas corporation, its General Partner

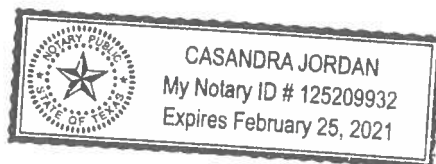
By: [Signature]  
Name: Timothy Timmerman  
Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19 day of March, 2019 by Cassandra Jordan and Tim Timmerman in the capacity and for the purposes and consideration recited herein.



[Signature]  
Notary Public, State of Texas  
Printed Name Cassandra Jordan  
My Commission Expires:

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by  
Craig Morgan, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires

**EXHIBIT "A"**  
**PARCEL 1**

**Variable Width Right-of-Way Acquisition**

METES AND BOUNDS DESCRIPTION OF A  
3.98 ACRE TRACT OF LAND OUT OF THE  
ROUND ROCK REAL ESTATE TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 3.98 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 3.98 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set on the south right-of-way line of Forest Creek Drive (variable width right-of-way) and recorded in Document No. 2004012867 of the Official Public Records of said County, for the northwest corner **POINT OF BEGINNING** hereof;

**THENCE** with the south right-of-way line said Forest Creek Drive, the following two (2) courses and distances:

- 1) with the arc of a curve to the **right**, having a radius of **1,350.00 feet**, an arc length of **129.74 feet**, a central angle of **005° 30' 23"**, and a chord which bears, **North 85° 03' 04" East**, a distance of **129.69 feet** to a calculated point for a point of tangency hereof, and
- 2) **North 89° 29' 37" East**, a distance of **4.26 feet** to a calculated point on the east line of said 147.076 acre tract, for the northeast corner hereof;

**THENCE** with the common east line of said 147.076 acre tract and in part with the west line of Lot 86, Block A, The Preserve at Dyer Creek Final Plat Phase One, a subdivision plat recorded in Cabinet DD, Slides 274 – 276 of the Plat Records of said County, in part with the west line of a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, the following five (5) courses and distances:

- 1) **South 30° 10' 16" East**, a distance of **14.08 feet** to a 1/2-inch iron rod found for an angle point hereof,
- 2) **South 01° 42' 31" East**, a distance of **565.07 feet** to a 1/2-inch iron rod found for an angle point hereof,

- 3) **South 01° 43' 52" East**, a distance of **672.25 feet** to a 60d nail in fence post marked "SURVEY MARK LANDESIGN" found for the common southwest corner of said Lot 86 and the northwest corner of said 10.785 acre tract, for an angle point hereof,
- 4) **South 01° 41' 52 East**, a distance of **460.80 feet** to a 1/2-inch iron rod found for the common southwest corner of said 10.785 acre tract and the northwest corner of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, for an angle point hereof, and
- 5) **South 01° 41' 52 East**, a distance of **25.48 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the south corner hereof,

**THENCE** through the interior of said 147.076 acre tract, the following eight (8) courses and distances:

- 1) with the arc of a curve to the **right**, having a radius of **2,833.00 feet**, an arc length of **370.84 feet**, a central angle of **007° 30' 00"**, and a chord which bears, **North 14° 31' 48" West**, a distance of **370.58 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 2) **North 79° 13' 12" East**, a distance of **15.00 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an interior angle point hereof,
- 3) **North 10° 10' 35" West**, a distance of **59.37 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an interior angle point hereof,
- 4) **South 80° 25' 37" West**, a distance of **15.00 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a non-tangent point of curvature hereof,
- 5) with the arc of a curve to the **right**, having a radius of **2,833.00 feet**, an arc length of **357.77 feet**, a central angle of **007° 14' 08"**, and a chord which bears, **North 05° 57' 19" West**, a distance of **357.53 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 6) **North 01° 53' 44" West**, a distance of **740.37 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an angle point hereof,
- 7) **North 03° 00' 09" West**, a distance of **197.40 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an angle point hereof, and

- 8) **North 50° 44' 17" West**, a distance of **21.53 feet** to the **POINT OF BEGINNING** and containing 3.98 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

This metes and bounds description is accompanied by an exhibit drawing.

**Basis of Bearings:** Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during October, 2018.



Margaret A. Nolen, R.P.L.S. No. 5589  
CP&Y, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194125  
Project No. 1500603

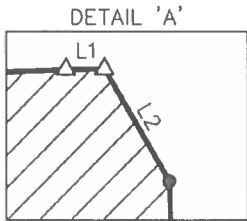
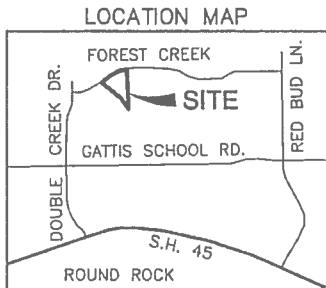


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**EXHIBIT "A"**  
**PARCEL 1**

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 3.98 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



**LEGEND**

- = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- = 60d NAIL IN FENCE POST MARKED "SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "C.O.R.R. R.O.W." SET
- R.O.W. = RIGHT-OF-WAY
- P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- ( ) = RECORD INFORMATION

**GENERAL NOTES:**

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

CALLED 147.076 ACRES  
ROUND ROCK REAL ESTATE  
INVESTMENTS, LTD.  
TRACT 3  
VOL. 2418, PAGE 51  
O.R.W.C.T.

P. A. HOLDER SURVEY  
ABSTRACT NO. 297

FIELD NOTE  
POINT OF  
BEGINNING

SEE DETAIL 'D'

FOREST CREEK DRIVE  
(VARIABLE WIDTH R.O.W.)

SEE DETAIL 'A'

SCALE: 1" = 300'

LOT 86, BLOCK A  
THE PRESERVE AT DYER CREEK  
FINAL PLAT PHASE ONE  
CAB. DD, SL. 274-276  
P.R.W.C.T.

VARIABLE WIDTH  
RIGHT-OF-WAY ACQUISITION  
3.98 ACRES

CALLLED 10.785 ACRES  
BRIAN JAMES GRAVER AND  
SHEILA JOY OFFUTT  
DOC. NO. 2004060159  
O.P.R.W.C.T.

CALLLED 11.12 ACRES  
JOHN N. PAUL  
DOCUMENT NO. 9867726  
O.P.R.W.C.T.



1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

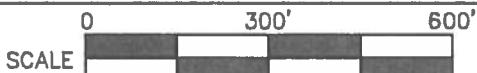


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT  
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR  
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:  
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589

4 OF 5



PLAT NO. A-5136

DRAFT DATE 10/22/2018

DRAWN BY MAN

WORK ORDER NO. 1500603

FIELDBOOK

303

TAB # A-5136

DIGITAL FILE 1500603R PARCEL 1R2

F/N # 1500603R PARCEL 1R2

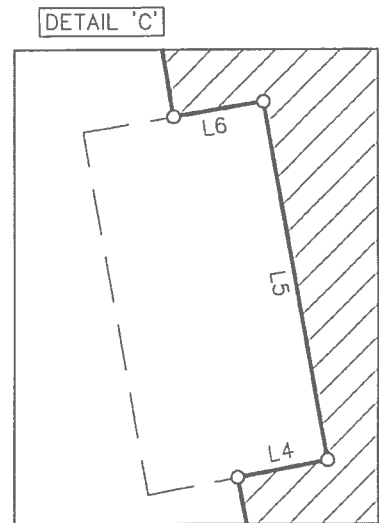
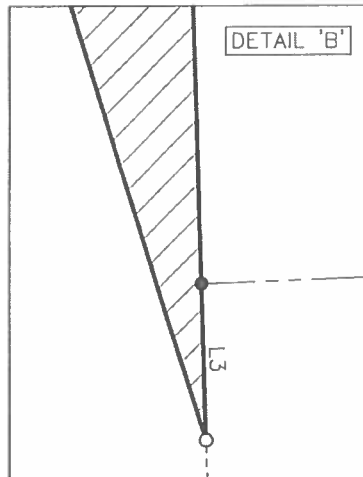
© 2018 ALL RIGHTS RESERVED

# EXHIBIT "A"

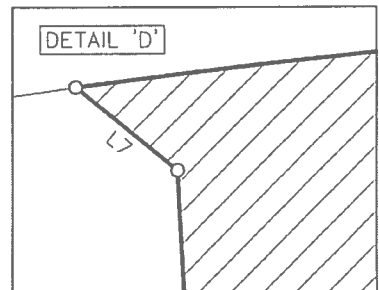
## PARCEL 1

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 3.98 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°29'37" E	4.26'
L2	S 30°10'16" E	14.08'
L3	S 01°41'52" E	25.48'
L4	N 79°13'12" E	15.00'
L5	N 10°10'35" W	59.37'
L6	S 80°25'37" W	15.00'
L7	N 50°44'17" W	21.53'
(L1)	(N 87°48'15" E)	(4.21')
(L2)	(N 30°10'16" E)	(14.08')



CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C-1	1350.00'	129.74'	005°30'23"	N 85°03'04" E	129.69'
C-2	2833.00'	370.84'	007°30'00"	N 14°31'48" W	370.58'
C-3	2833.00'	357.77'	007°14'08"	N 05°57'19" W	357.53'

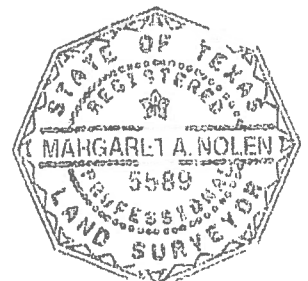


1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

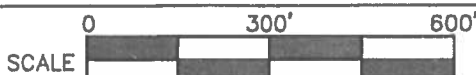
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:  
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



5 OF 5



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5136 DRAFT DATE 10/22/2018 DRAWN BY MAN  
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5136  
DIGITAL FILE 1500603R PARCEL 1R2 F/N # 1500603R PARCEL 1R2

EXHIBIT "B"  
PARCEL 1 - DRAINAGE EASEMENT

**30-FOOT WIDE PERMANENT DRAINAGE EASEMENT**

METES AND BOUNDS DESCRIPTION OF A  
0.041 ACRE TRACT OF LAND OUT OF THE  
ROUND ROCK REAL ESTATE TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.041 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 0.041 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set on a curve of the proposed west right-of-way line of Kenney Fort Boulevard, in the interior of said 147.076 acre tract, from which a 1/2-inch iron rod found at the southwest corner of the a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, and the northwest corner of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, bears South 79° 13' 12" West, a distance of 15.00 feet, THENCE with the arc of said curve to the left, having a radius of 2,833.00 feet, an arc length of 370.84 feet, a central angle of 07° 30' 00", and a chord which bears, South 14° 31' 48" East, a distance of 370.58 feet, THENCE North 01° 41' 52" West, a distance of 25.48 feet, for the southeast corner and **POINT OF BEGINNING** hereof;

**THENCE** through the interior of said 147.076 acre tract, the following four (4) courses and distances:

- 1) departing said Kenney Fort Boulevard right-of-way, **South 79° 13' 12" West**, passing a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set at a distance of 15.00 on the south line hereof and continuing for a total distance of **30.00 feet** to a calculated point at a non-tangent point of curvature, for the southwest corner hereof,
- 2) with the arc of a curve to the **right**, having a radius of **2,848.00 feet**, an arc length of **60.00 feet**, a central angle of **01° 12' 26"**, and a chord which bears,

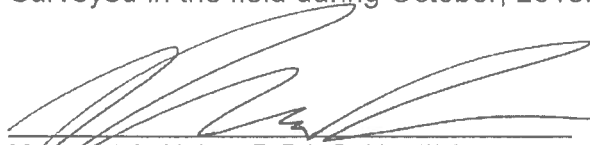
**North 10° 10' 35" West**, a distance of **60.00 feet** to a calculated point, for the northwest corner hereof,

- 3) **North 80° 25' 37" East**, passing a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set at a distance of 15.00 on the north line hereof and continuing for a total distance of **30.00 feet** to a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set, at a non-tangent point of curvature for the northeast corner hereof, and
- 4) with the arc of a curve to the **left**, having a radius of **2,818.00 feet**, an arc length of **59.37 feet**, a central angle of **01° 12' 26"**, and a chord which bears, **South 10° 10' 35" East**, a distance of **59.37 feet** to the **POINT OF BEGINNING** and containing 0.041 acre of land and based on the survey and exhibit drawing made by CP&Y, Inc.

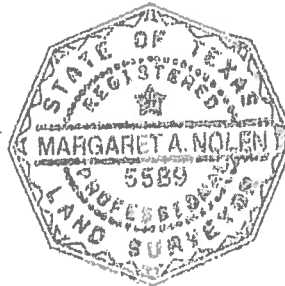
This metes and bounds description is accompanied by an exhibit drawing.

**Basis of Bearings:** Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '93), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during October, 2018.

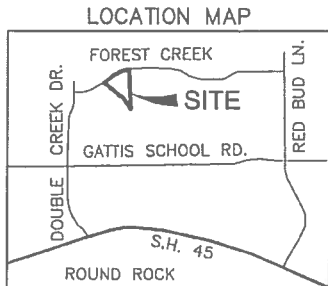


Margaret A. Nolen, R.P.L.S. No. 5589  
CP&Y, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194125  
Project No. 1500603



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**EXHIBIT "B"**  
**DRAINAGE EASEMENT**  
(30-FOOT WIDE DRAINAGE EASEMENT)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 0.041 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



P. A. HOLDER SURVEY  
ABSTRACT NO. 297

CALLED 147.076 ACRES  
ROUND ROCK REAL ESTATE  
INVESTMENTS, LTD.  
TRACT 3  
VOL. 2418, PAGE 51  
O.R.W.C.T.

FOREST CREEK DRIVE  
(VARIABLE WIDTH R.O.W.)

SCALE: 1" = 300'

LOT 86, BLOCK A  
THE PRESERVE  
AT DYER CREEK  
FINAL PLAT PHASE ONE  
CAB. DD, SL. 274-276  
P.R.W.C.T.

**LEGEND**

- = 1/2" IRON ROD FOUND
- ▲ = 60d NAIL IN FENCE POST MARKED  
"SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP  
STAMPED "C.O.R.R. R.O.W." SET
- △ = CALCULATED POINT
- R.O.W. = RIGHT-OF-WAY
- P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY,  
TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON  
COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

**GENERAL NOTES:**

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS  
AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE  
COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S  
CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

DRAINAGE EASEMENT  
0.041 ACRE

SEE DETAIL "B"

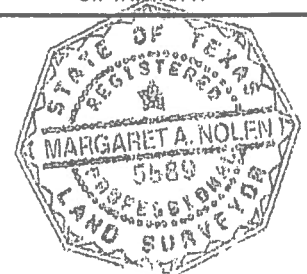
FIELD NOTE  
POINT OF  
BEGINNING

CALLLED 10.785 ACRES  
BRIAN JAMES GRAVER AND  
SHEILA JOY OFFUTT  
DOC. NO. 2004060159  
O.P.R.W.C.T.

CALLLED 11.12 ACRES  
JOHN N. PAUL  
DOCUMENT NO. 9867726  
O.P.R.W.C.T.



1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

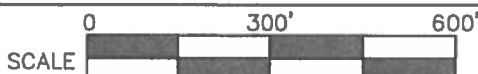


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT  
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR  
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:  
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589

3 OF 4



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PLAT NO. A-5165 DRAFT DATE 10/25/2018 DRAWN BY DLM  
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5165  
DIGITAL FILE 1500603R DE R1 F/N # 1500603R PARCEL 1 DE R1

**התקנת מערכת ההגנה**

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