## EXHIBIT

## MULTIPLE USE AGREEMENT

## STATE OF TEXAS §

COUNTY OF TRAVIS §
THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Round Rock, Texas , hereinafter called $\qquad$
City
party of the second part, is to become effective when fully executed by both parties.

## WITNESSETH

| WHEREAS, on the |  | day of | July | , 2020 |  | , the governing |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| body for the | City |  | lution/Or |  | 2020 | - |
| hereinafter id | by ref | authorizin | City | 's partic | ation | in this |

WHEREAS, the
City has requested the State to permit the construction, maintenance and operation of a public trail (Lake Creek Trail)
on the highway right of way, (ROADWAY
IH-35 CONTROL SECTION NO. 1347+00 ).

The Lake Creek Trail will cross under the $1 \mathrm{H}-35$ frontage and main lanes at $1 \mathrm{H}-35$ station $1347+00$ (GPS Coordinates Latitude 30 degrees $30^{\prime} 26.16^{\prime \prime}$ North, Longitude 97 degrees 41/ $6.33^{\prime \prime}$ West.
shown graphically by the preliminary conceptual site plan in Exhibit " A " and being more specifically described by metes and bounds of Exhibit " B ", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the $\qquad$ will enter into agreements with the State for the purpose of determining the respective responsibilities of the $\qquad$ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## 1. DESIGN AND CONSTRUCTION

City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the
$\qquad$ and found not to comply with ADA or TAS shall be corrected at the entire expense

## 2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

## 3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1 \frac{1}{2}$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

## 4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

## 5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the
$\qquad$ . Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that $\qquad$ has failed to comply with these responsibilities, it will perform the necessary work and charge $\qquad$ the actual cost of the work.

## 6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.
A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

> B. Audit Report. If fees are collected by the under this agreement, the City $\quad$ for the use of the facility detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the
$\qquad$ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the $\qquad$ 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

## 7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City has failed to timely remove the facility, it will perform the necessary work and charge City the actual cost of the work.

## 8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## 9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

## 10. RESTORATION OF AREA

The $\qquad$ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The $\qquad$ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

## 11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

## 12. INDEMNIFICATION

$\qquad$
City
AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2020 , THE CITY OF ROUND ROCK (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2\%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City . Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

## 13. INSURANCE

The $\qquad$ , shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. $\qquad$ shall include TxDOT as an additional insured by endorsement in commercial general liability insurance policy. Prior to beginning work on the State's right of way, the

City 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

## 14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

## 15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The
City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

## 16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

## 17. CIVIL RIGHTS ASSURANCES

The $\qquad$ , for itself, its personal representatives, successors and interests and
assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

City
shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

## 18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

## 19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

## 20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The
City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the $\qquad$ if that service is authorized by this agreement.

## 21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## 22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483
(Name of other party)
(Mailing Address)
City of Round Rock
City Manager
221 East Main Street
Round Rock, Texas 78664

## 23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

## 24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:
Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

| State on the | day of |
| :---: | :---: |
|  | CITY OF ROUND ROCK |
|  | (Name of other party) |
| By: |  |

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

| Craig Morgan | By: |  |
| :---: | :---: | :---: |
| Printed Name |  |  |
| Mayor |  |  |
| Title |  | Printed Name Maintenance Division |

Printed Name

## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.


County: Williamson
City: Round Rock
Parcel : Multiple Use Agreement
Project: Lake Creek Trail

## DESCRIPTION FOR MUTLIPLE USE AGREEMENT

DESCRIPTION OF A 0.601 ACRE $(26,182$ SQUARE FOOT) TRACT OF LAND SITUATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF IH-35 RIGHT-OF-WAY (ROW) IN ROUND ROCK, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the westerly ROW of IH-35 and being the easterly boundary line of said Lot 1A, for the southwesterly corner and POINT OF BEGINNING of the herein described tract, and from which, an iron rod with plastic cap stamped "Baker-Aicklen", being the southeasterly corner of said Lot 1-A and the northeasterly corner of Lot 2-A, of said subdivision in said westerly ROW line bears $S 19^{\circ} 28^{\prime} 42^{\prime \prime} \mathrm{E}$, for a distance of 223.73 feet;

THENCE, with said westerly ROW line, in part with said Lot $1 A$ and in part with that called 0.30 acre tract of land (4 $4^{\text {th }}$ Tract) described in Warranty Deed to the City Of Round Rock recorded in Volume 699, Page 486 of the Deed Records of Williamson County, Texas, N $19^{\circ} 28^{\prime} 42^{\prime \prime}$ W, for a distance of 50.77 feet to a calculated point for the northwesterly corner of the herein described tract and from which a $1 / 2^{\prime \prime}$ iron rod found in said westerly ROW line and being an angle point in the easterly boundary line of Lot 1 of the Market at Round Rock, a subdivision recorded in Cab. H, Slide 187-188 of the Plat Records or Williamson County, Texas bears N $19^{\circ} 28^{\prime} 42^{\prime \prime}$ W, at a distance of 457.22 feet.

THENCE, departing said westerly ROW line, through the interior of said ROW, the following four (4) courses:

1) N $66^{\circ} 49^{\prime} 36^{\prime \prime} \mathrm{E}$, for a distance of 287.20 feet to a calculated point of curvature to the right;
2) Along said curve to the right, having a delta angle of $24^{\circ} 23^{\prime} 01^{\prime \prime}$, a radius of 124.07 feet, an arc length of 52.80 feet and a chord which bears $\mathrm{N} 82^{\circ} 29^{\prime} 51^{\prime \prime} \mathrm{E}$, for a distance of 52.40 feet to a calculated point of tangency;
3) $\mathrm{S} 85^{\circ}{ }^{\prime} 8^{\prime} 38^{\prime \prime} \mathrm{E}$, for a distance of $\mathbf{7 8 . 2 3}$ feet to a calculated point of curvature to the right;
4) Along said curve to the right, having a delta angle of $14^{\circ} 13^{\prime} 10^{\prime \prime}$, a radius of 423.16 feet, an arc length of 105.02 feet and a chord which bears $\mathrm{S} 78^{\circ} 12^{\prime} 03^{\prime \prime} \mathrm{W}$, for a distance of 104.75 feet to a calculated point in the easterly boundary line of said ROW and being the westerly boundary line of a 2.036 acre tract of land conveyed to the City of Round Rock in Doc. No. 2000033213 Official Public Records of Williamson County, TX and described in Vol. 1019, Pg. 876 Official Records of Williamson County, TX and from which the northwesterly corner of said 2.036 acre tract bears $\mathrm{N} 12^{\circ} 23^{\prime} 50^{\prime \prime} \mathrm{W}$, at a distance of 86.94 feet.
5) THENCE, with said easterly ROW line, same being the westerly boundary line of said 2.036 acre tract, S $12^{\circ} 23^{\prime} 50^{\prime \prime} \mathrm{W}$, for a distance of 60.05 feet to the calculated southeasterly corner of the herein described parcel;

THENCE, departing said easterly ROW line, through the interior of said ROW, the following four (4) courses:
6) Along said curve to the left, having a delta angle of $19^{\circ} 00^{\prime} 57^{\prime \prime}$, a radius of 373.16 feet, an arc length of 123.85 feet and a chord which bears $\mathrm{N} 75^{\circ} 48^{\prime} 10^{\prime \prime} \mathrm{E}$, for a distance of 123.28 feet to a calculated point of tangency;

County: Williamson
City: Round Rock
Parcel: Multiple Use Agreement
Project: Lake Creek Trail
7) $N 85^{\circ} 18^{\prime} 38^{\prime \prime} \mathrm{W}$, for a distance of $\mathbf{7 8 . 2 3}$ feet to a calculated point of curvature to the left;
8) Along said curve to the left, having a delta angle of $24^{\circ} 23^{\prime} 01^{\prime \prime}$, a radius of 74.07 feet, an arc length of 31.52 feet and a chord which bears S $82^{\circ} 29^{\prime} 51^{\prime \prime} \mathrm{W}$, for a distance of 31.29 feet to a calculated point of tangency;
9) $S 66^{\circ} 40^{\prime} 31^{\prime \prime} \mathrm{W}$, for a distance of $\mathbf{2 8 7 . 4 4}$ feet to the POINT OF BEGINNING, containing 0.601 acre $(26,182$ square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

## THE STATE OF TEXAS §

COUNTY OF WILLIAMSON
§ KNOW ALL MEN BY THESE PRESENTS:
§

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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



## LEGEND

| © | IRON ROD SET W/ PLASTIC CAP STAMPED "INLAND-4933" | D. R. W. C. T. | DEED RECORDS <br> WILLIAMSON COUNTY, TEXAS |
| :---: | :---: | :---: | :---: |
| $\oplus$ | MAG NAIL W/WASHER STAMPED "INLAND-4933" | P.R.W.C.T. | PLAT RECORDS <br> WILLIAMSON COUNTY, TEXAS |
| $\bigcirc$ | IRON ROD WITH CAP FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS |
| - | 1/2" IRON ROD FOUND UNLESS NOTED | P.O.B. | WILLIAMSON COUNTY, TEXAS POINT OF BEGINNING |
| $\triangle$ | CALCULATED POINT | ( ) | RECORD INFORMATION |
| R | PROPERTY LINE | $<$ | DISTANCE BREAK |

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS

STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.


ROUND ROCK, TEXAS 78681
06-08-2020
M.U.A.-MULTIPLE USE AGREEMENT LAKE CREEK TRAIL

Deed Name: MSU-SKETCH
Starting Coordinates: Northing 10160246.91, Easting 3130839.21

| Bearing |  | Distance | Type |  | Radius | Arc Len | Delta | Tangent Description |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| N 19028'42" | W | 50.77 | LINE |  |  |  |  |  |  |
| N 66\%49'36" | E | 287.20 | LINE |  |  |  |  |  |  |
| N 82 ${ }^{\circ}$ 2'51" $^{\prime \prime}$ | E | 52.40 | CURVE | R | 124.07 | 52.80 | $24^{\circ} 23$ | 26.81 |  |
|  |  |  |  |  | Rad-In: | S 19041'4 | " E | t: S 0441'21" | W |
| S $85^{\circ} 18^{\prime} 38^{\prime \prime}$ | E | 78.23 | LINE |  |  |  |  |  |  |
| S 780 ${ }^{\circ} 2^{\prime} 03^{\prime \prime}$ | E | 104.75 | CURVE | R | 423.16 | 105.02 | $14^{\circ} 13$ | 52.78 |  |
|  |  |  |  |  | Rad-In: | S 04*41'2 | " W | t: S 18054'32' | W |
| S 12023 ${ }^{\prime \prime} 50$ | E | 60.05 | LINE |  |  |  |  |  |  |
| N 75 ${ }^{\circ} 48^{\prime} 10{ }^{\prime \prime}$ | W | 123.28 | CURVE | L | 373.16 | 123.85 | $19^{\circ} 00$ | 62.50 |  |
|  |  |  |  |  | Rad-In: | S $23^{\circ} 42^{\prime} 1$ | " W | t: S 04*41'21" |  |
| N $85^{\circ} 18^{\prime \prime} 38^{\prime \prime}$ | W | 78.23 | LINE |  |  |  |  |  |  |
| S 82029'51" | W | 31.28 | CURVE | L | 74.07 | 31.52 | $24^{\circ} 23$ | 16.00 |  |
|  |  |  |  |  | Rad-In: | S 04* ${ }^{\circ} 1^{\prime} 2$ | " W | t: S 19041'39" | E |
| S 6640'31" | W | 287.44 | LINE |  |  |  |  |  |  |

Ending Coordinates: Northing 10160246.90, Easting 3130839.21
Area: 26181.70 S.F., 0.6010 Acres
Total Perimeter Distance> 1155.11
Closure Error Distance> 0.0048 Error Bearing> N 27047'35" W Closure Precision> 1 in 242878.8

