

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a Possession and Use Agreement ("PUA") For Transportation Purposes between Hays County and Yarrington Partners, Ltd., acting by and through 501 W. 15th, Inc. and Texas Realty Partners, Inc.

ITEM TYPE

CONSENT

MEETING DATE

August 13, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Ingalsbe

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

This PUA provides Hays County an irrevocable right of possession and use for parcels 2 & 4 of the property for the purpose of constructing a portion of IH-35 at Yarrington Road.

FILED:

08-13 13

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28220 VOL V PG 212



Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

MEMORANDUM

TO: Debbie Ingalsbe
County Commissioner Precinct 1
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: July 29, 2013

PROJECT: IH-35 at Yarrington
Parcels 2 & 4
Yarrington Partners, Ltd.

RE: POSSESSION AND USE AGREEMENT

Attached is the landowner-signed Possession and Use Agreements for the above referenced parcels. The agreements include payments of \$66,896.10 (Parcel 2) and \$398,474.10 (Parcel 4), both of which are 90% of the appraised value.

The following are terms and conditions which are different from the County-approved version of the Possession and Use Agreement:

- Once Grantor asks for a special commissioner's hearing, a Petition in Condemnation will be filed within 45 days and both parties will use best efforts to hold special commissioner's hearing within 60 days of the filing of the petition.
- Hays County agrees to use best effort to deposit difference between the amount paid for the PUAs and the amount of the awards within 60 days.
- After PUA monies have been funded, County will stake the new right of way line and Grantor will have two weeks to install new fence and gates. Hays County will not remove old fence for two weeks.

Please review the documents, and if you approve, sign where indicated and return to me.

If you have any questions, please contact me at 512-914-2201. Thank you.

Sincerely,

Lori Bible, SR/WA

Right-of-Way Services

Lockwood, Andrews & Newnam, Inc

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

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COUNTY OF HAYS

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This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the **County of Hays**, Texas, (the "County"), and **Yarrington Partners, Ltd.**, acting by and through 501 W. 15th, Inc. and Texas Realty Retail Partners, Inc., (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of IH-35 at Yarrington Road (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County of Hays the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and 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 Highway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County or the State of Texas in the future, and all others deemed necessary by the State of Texas or the County for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of Sixty-Six Thousand Eight Hundred Ninety-Six and 10/100 Dollars (\$66,896.10). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents ninety (90) percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County 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 County 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 County, the Grantor will promptly refund the overpayment to the County. In the event the Special Commissioner's award is more than the amount the County has already paid under this Paragraph 2,

then the County agrees that it will make its best effort, within sixty (60) days after the date of the filing of the Special Commissioner's award, deposit the difference into the court registry.

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 County, 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, by, through, or under Grantor but not otherwise, is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantor further warrants that no other person or corporation owns an interest in the fee title to the Property.
The Grantor further agrees to indemnify the County from all unreleased or undisclosed such liens, claims or encumbrances affecting the Property. The above warranties are made by Grantor and accepted by the County subject to the following:
 - A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hays County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for eminent domain purposes, will be the date the award of the Special Commissioners is tendered to the registry of the court or, if the award is not greater than the consideration paid for this Agreement, the date of the Special Commissioners' hearing.
6. The County agrees that once the GRANTOR, in writing, asks for a special commissioners' hearing to be scheduled, a Petition in Condemnation will be filed to acquire the specified parcel(s) within forty-five (45) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within sixty (60) days after the filing of the Petition in Condemnation. If the compensation issue for any of the required property interests is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.
7. This Agreement is made with the understanding that the County 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 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 County, 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 County'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. There will be no project impact upon the appraised value of the Property in the before situation. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the County institutes or has instituted eminent domain proceedings, the County 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 County until entry of judgment.
9. The purpose of this Agreement is to allow the County to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is 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 Highway Construction 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.
10. 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.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
12. Notwithstanding the acquisition of right of possession to the Property by the County 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 County acquires title to the Property either by negotiation, settlement, or final court judgment.
13. The County agrees to stake the new right of way so that the Grantor can rebuild the fences and gates along said new right of way. After the Possession and Use monies have been funded, the County will stake the new right of way and immediately inform the Grantor once the staking has been completed. The Grantor will then have two (2) weeks to build new fences and gates along the new right of way. The County will not remove the old fence during this two week period of time.
14. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
15. It is agreed the County will record this document.

16. Other conditions: None.

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

GRANTOR:

Yarrington Partners, Ltd., a Texas limited partnership

By: Texas Realty Retail Partners, Inc.,
a Texas corporation, its General Partner

Signature: _____

Name: Robert W. McDonald, III

Title: Partner

By: 501 W. 15th, Inc., a Texas corporation,
its General Partner

Signature: _____

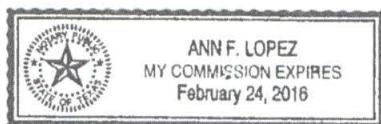
Name: JOHN C. LEWIS

Title: President

Corporate Acknowledgment

State of Texas
County of TRANS

This instrument was acknowledged before me on July 26 2013, by Robert W. McDonald, III, President of Texas Realty Retail Partners, Inc., a Texas corporation, as General Partner of Yarrington Partners, Ltd., a Texas limited partnership, on behalf of said entities.

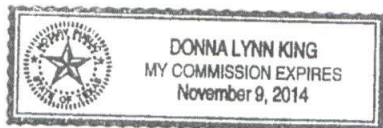


Ann F. Lopez
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Travis

This instrument was acknowledged before me on July 22, 2013, by John C Lewis,
president of 501 W. 15th, Inc., a Texas corporation, as General Partner of Yarrington
Partners, Ltd., a Texas limited partnership, on behalf of said entities.



Donna Lynn King
Notary Public's Signature

GRANTEE:

HAYS COUNTY

By: _____
Bert Cobb, MD, County Judge

Address: 111 E. San Antonio St.
San Marcos, Texas 78666

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this the ____ day of _____, 2013,
by Bert Cobb, MD, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ROUTING FOR APPROVAL ONLY

APPROVED:

Bill Herzog, County Auditor

APPROVED:

Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM

Mark D. Kennedy
A.D.A. – Chief- Civil Division
SBOT#24032498

EXHIBIT "A"

County: Hays
 Parcel No.: 2
 Highway: Interstate Highway 35

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.481 ACRE (20,961 SQ. FT.) TRACT OF LAND LOCATED IN THE WILLIAM WARD SURVEY, ABSTRACT NO. 3, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 201.496 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED WITH VENDOR'S LEIN FROM YARRINGTON PROPERTIES, A TEXAS GENERAL PARTNERSHIP TO YARRINGTON PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP, AND RECORDED IN VOLUME 2494, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), DATED AUGUST 15, 2003; SAID 0.481 ACRE (20,961 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type II Concrete Monument set 215.14 feet left of Engineer's Centerline Station (E.C.S.) 608+00.33 for the most southerly corner and the **POINT OF BEGINNING** of the tract described herein, said point being on the existing east right-of-way line of Interstate Highway 35, as conveyed to the State of Texas, recorded in Volume 181, Page 369 of the Deed Records of Hays County, Texas (D.R.H.C.TX.), and also being the west line of said 201.496 acre tract, from which a 1/2-inch iron rod found bears, S 23°38'09" W, a distance of 2,206.21 feet;

THENCE with the existing east right-of-way line of said Interstate Highway 35, and the west line of said 201.496 acre tract the following four (4) courses and distances numbered 1-4:

- (1) N 23°38'09" E, a distance of 493.55 feet to a 1/2-inch iron rod found,
- (2) N 24°24'50" E, a distance of 367.45 feet to a TxDOT Type I Concrete Monument found,
- (3) N 24°26'11" E, a distance of 85.45 feet to a TxDOT Type I Concrete Monument found, and
- (4) N 79°02'26" E, a distance of 57.95 feet to a TxDOT Type I Concrete Monument found on the existing south right-of-way line of Yarrington Road also known as County Road 159;
- (5) **THENCE** S 46°32'36" E, with the said existing south right-of-way line of Yarrington Road, same being the north line of said 201.496 acre tract, a distance of 36.89 feet to a TxDOT Type II Concrete Monument set 304.15 feet left of E.C.S. 598+36.25 for the most easterly corner of the tract described herein, also being the beginning of an Access Denial Line (A.D.L.) and the proposed east right-of-way line of Interstate Highway 35, from which a 1/2-inch iron rod found bears S 46°32'36" E, a distance of 1,775.55 feet;

THENCE with the said proposed east right-of-way line and A.D.L. of said Interstate Highway 35, over and across said 201.496 acre tract the following five (5) courses and distances numbered 6-9:

- (6) S 79°02'26" W, a distance of 70.09 feet to a TxDOT Type II Concrete Monument set 246.16 feet left of E.C.S. 598+74.71, said point being an interior ell corner of the tract described herein,
- (7) S 24°24'50" W, passing at a distance of 406.17 feet a 1/2-inch iron rod with TXDOT cap stamped "ADL" set 240.48 feet left of E.C.S. 602+79.45 for the termination point of said A.D.L., continuing a total distance of 433.84 feet to a TxDOT Type II Concrete Monument set 240.11 feet left of E.C.S. 603+07.11,
- (8) S 23°38'06" W, a distance of 142.82 feet to a TxDOT Type II Concrete Monument set 240.12 feet left of E.C.S. 604+49.93, and
- (9) S 27°43'01" W, a distance of 351.29 feet to the **POINT OF BEGINNING** and containing 0.481 acre (20,961 sq. ft.) of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, North American Datum of 1983, (CORS 1996, Epoch 2002), South Central Zone (4204) adjusted to surface values by multiplying by a Combined Scale Factor of 1.00011. All distances are in U.S. Survey Feet.

This property description is accompanied by a separate plat.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

That I, Gina Loftis-Franklin, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, Inc.
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735



[Signature] 1-28-13
Gina Loftis-Franklin Date
Registered Professional Land Surveyor
No. 6087 - State of Texas

- LEGEND**
- TYPE I CONCRETE MONUMENT FOUND
 - TYPE II MONUMENT SET
 - TYPE III MONUMENT FOUND
 - 1/2" IRON ROD VALUETHEM CAP
 - STANDARD SET UNLESS NOTED
 - 1/2" IRON ROD FOUND UNLESS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - RECORD INFORMATION
 - POINT OF BEGINNING
 - P.O.B.
 - ENGINEER'S CENTERLINE STATION
 - E.C.S.
 - POINT OF CURVATURE
 - P.C.
 - POINT OF TANGENCY
 - P.T.
 - NOT TO SCALE
 - N.T.S.
 - PUBLIC UTILITY EASEMENT
 - P.U.E.
 - DEED RECORDS OF
 - O.R.H.C. TX.
 - HAYS COUNTY, TEXAS
 - OFFICIAL RECORDS OF
 - O.R.H.C. TX.
 - HAYS COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS OF
 - O.P.R.H.C. TX.
 - HAYS COUNTY, TEXAS
 - PLAT RECORDS OF HAYS
 - P.R.H.C. TX.
 - COUNTY, TEXAS
 - DISTANCE NOT TO SCALE
 - ACCESS DENIAL LINE

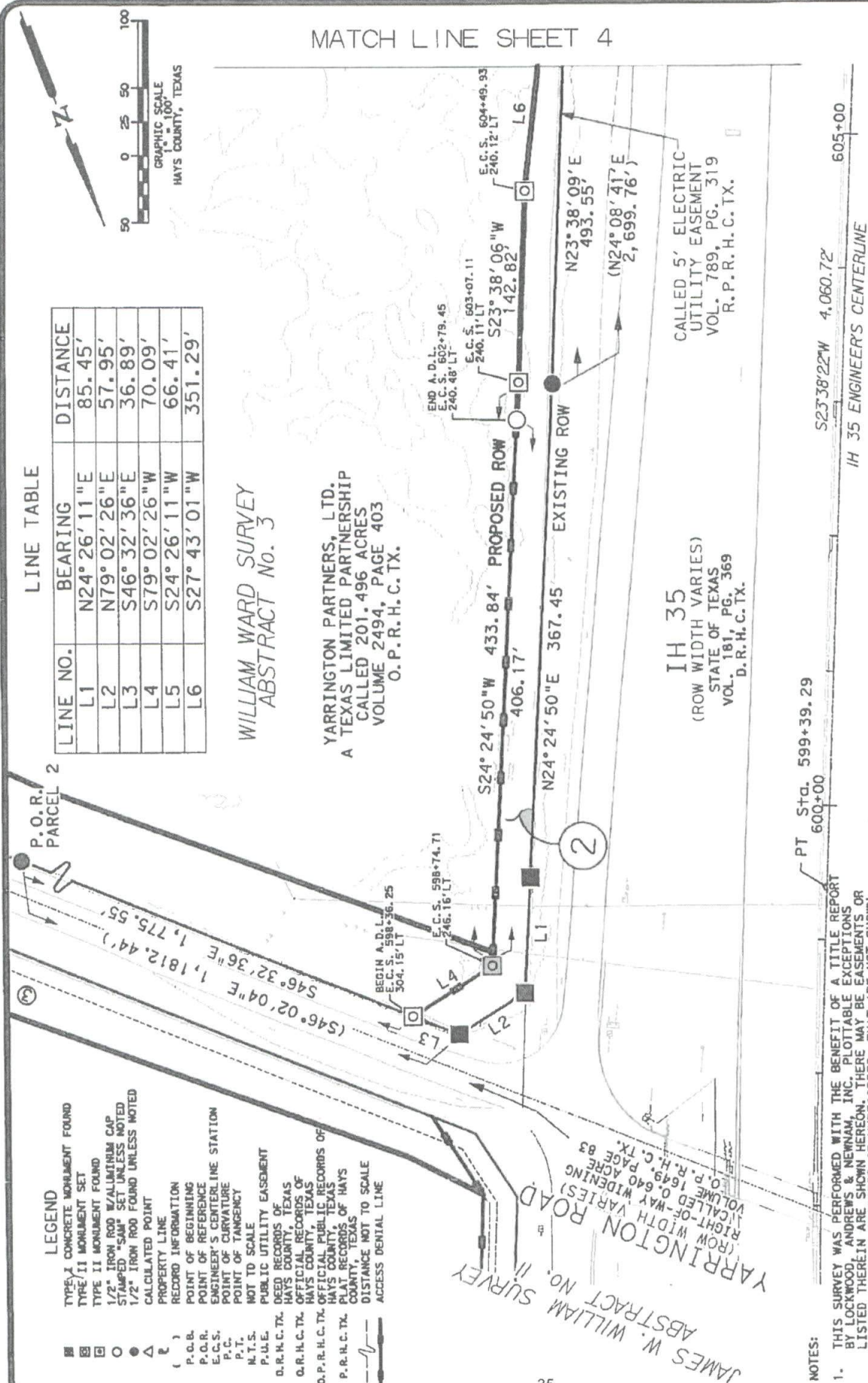
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N24°26'11"E	85.45'
L2	N79°02'26"E	57.95'
L3	S46°32'36"E	36.89'
L4	S79°02'26"W	70.09'
L5	S24°26'11"W	66.41'
L6	S27°43'01"W	351.29'

WILLIAM WARD SURVEY
ABSTRACT No. 3

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C. TX.

MATCH LINE SHEET 4



NOTES:

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY LOCKWOOD, ANDREWS & NEWMAN, INC. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. (93) ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00011.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES IN CONJUNCTION WITH ON THE GROUND SURVEY DATA.
- THE ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK SHOWN HEREON FOR INTERSTATE HIGHWAY 35 AND YARRINGTON ROAD WAS PROVIDED BY CHIANG PATEL & YERBY, INC. DATED NOVEMBER 27, 2012.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

FILE: X:\CP-Y\32042 IH 35 Yarrington Rd\DNV\Parcels\Yarrington*Parcel1-2*1.dgn
PAGE 3 OF 4
REF. FIELD NOTE NO. 13245



4801 Southwest Parkway
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 2
0.481 AC. (20,961 SQ. FT.)

- LEGEND**
- TYPE I CONCRETE MONUMENT FOUND
 - TYPE II MONUMENT SET
 - 1/2" IRON ROD W/ALUMINUM CAP
 - STAMPED "SAM" SET UNLESS NOTED
 - 1/2" IRON ROD FOUND UNLESS NOTED
 - CALCULATED POINT
 - △ PROPERTY LINE
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - E.C.S. ENGINEER'S CENTERLINE STATION
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - N.T.S. NOT TO SCALE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.R.H.C.T. DEED RECORDS OF HAYS COUNTY, TEXAS
 - O.R.H.C.T. OFFICIAL RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS
 - DISTANCE NOT TO SCALE
 - ACCESS DENIAL LINE



NOTES:

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- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GINA LOFTIS-FRANKLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6087, STATE OF TEXAS

1-28-13
DATE

**WILLIAM WARD SURVEY
ABSTRACT No. 3**

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.T.

PROPOSED ROW
S27° 43' 01" W 351.29'
N23° 38' 09" E 493.55'
(N24° 08' 41" E 2,699.76')
P.O.B. PARCEL 2
E.C.S. 215.14' LT
608+00.33
S23° 38' 09" W 2,206.21'
EXISTING ROW
P.O.C. PARCEL 2

IH 35
(ROW WIDTH VARIES)
STATE OF TEXAS
VOL. 181, PG. 369
D.R.H.C.T.

CALLED 5' ELECTRIC
UTILITY EASEMENT
VOL. 789, PG. 319
R.P.R.H.C.T.

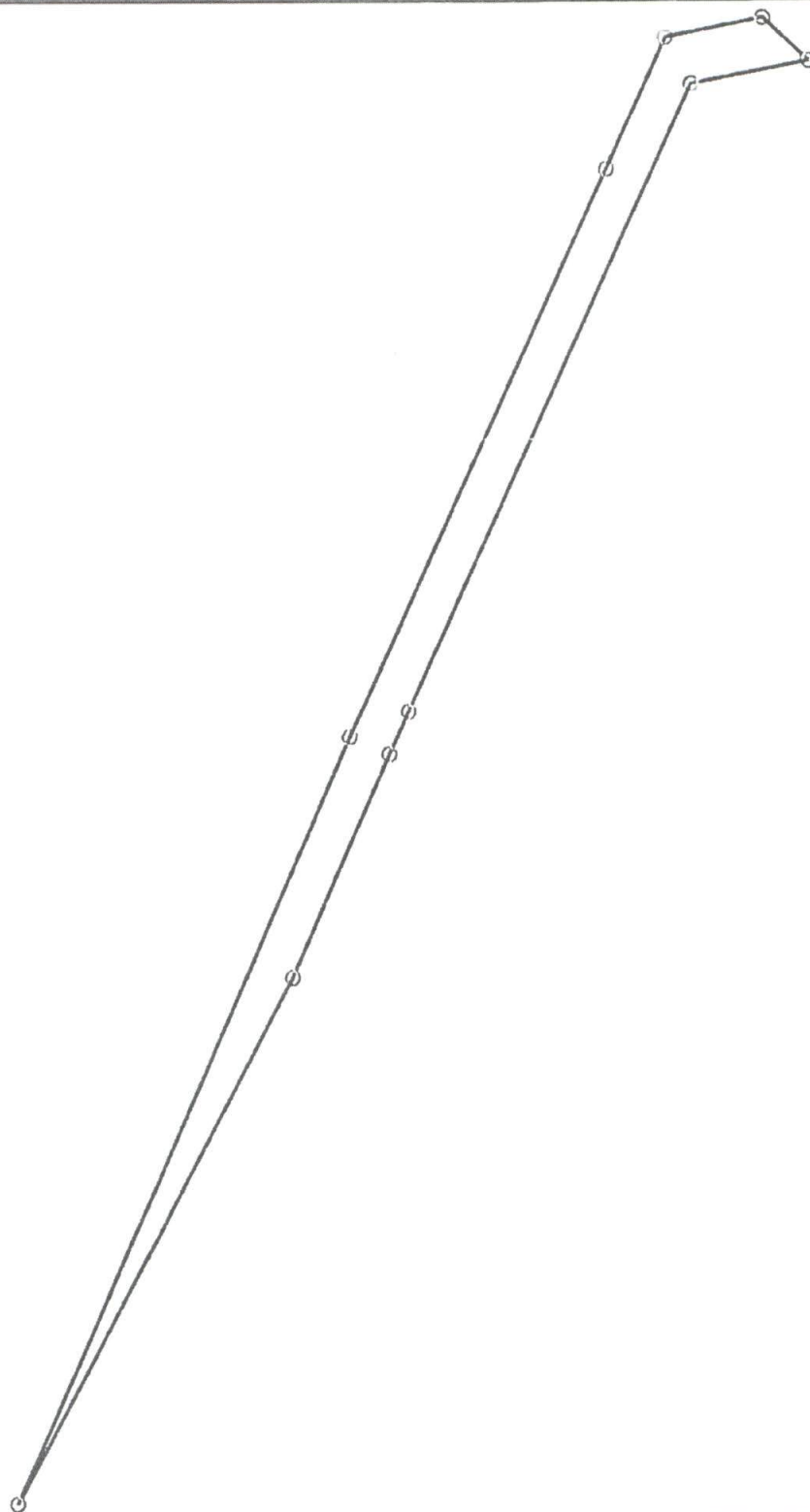
S23° 38' 22" W 4,060.72'
610+00
IH 35 ENGINEER'S CENTERLINE

PAGE 4 OF 4
REF. FIELD NOTE NO. 13245
Parcel 1-2+2.dgn

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 2
0.481 AC. (20,961 SQ. FT.)

4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029





37

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

§

COUNTY OF HAYS

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This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the **County of Hays**, Texas, (the "County"), and **Yarrington Partners, Ltd.**, acting by and through 501 W. 15th, Inc. and Texas Realty Retail Partners, Inc., (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of IH-35 at Yarrington Road (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County of Hays the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and 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 Highway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County or the State of Texas in the future, and all others deemed necessary by the State of Texas or the County for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of Three Hundred Ninety-Eight Thousand Four Hundred Seventy-Four and 10/100 Dollars (\$398,474.10). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents ninety (90) percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County 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 County 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 County, the Grantor will promptly refund the overpayment to the County. In the event the Special Commissioner's award is more than the amount the County has already paid under

this Paragraph 2, then the County agrees that it will make its best effort, within sixty (60) days after the date of the filing of the Special Commissioner's award, deposit the difference into the court registry.

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 County, 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, by, through, or under Grantor but not otherwise, is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantor further warrants that no other person or corporation owns an interest in the fee title to the Property.
The Grantor further agrees to indemnify the County from all unreleased or undisclosed such liens, claims or encumbrances affecting the Property. The above warranties are made by Grantor and accepted by the County subject to the following:
 - A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hays County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for eminent domain purposes, will be the date the award of the Special Commissioners is tendered to the registry of the court or, if the award is not greater than the consideration paid for this Agreement, the date of the Special Commissioners' hearing.
6. The County agrees that once the GRANTOR, in writing, asks for a special commissioners' hearing to be scheduled, a Petition in Condemnation will be filed to acquire the specified parcel(s) within forty-five (45) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within sixty (60) days after the filing of the Petition in Condemnation. If the compensation issue for any of the required property interests is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.
7. This Agreement is made with the understanding that the County 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 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 County, 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 County'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. There will be no project impact upon the appraised value of the Property in the before situation. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the County institutes or has instituted eminent domain proceedings, the County 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 County until entry of judgment.
9. The purpose of this Agreement is to allow the County to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is 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 Highway Construction 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.
10. 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.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
12. Notwithstanding the acquisition of right of possession to the Property by the County 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 County acquires title to the Property either by negotiation, settlement, or final court judgment.
13. The County agrees to stake the new right of way so that the Grantor can rebuild the fences and gates along said new right of way. After the Possession and Use monies have been funded, the County will stake the new right of way and immediately inform the Grantor once the staking has been completed. The Grantor will then have two (2) weeks to build new fences and gates along the new right of way. The County will not remove the old fence during this two week period of time.
14. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

15. It is agreed the County will record this document.

16. Other conditions: None.

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

GRANTOR:

Yarrington Partners, Ltd., a Texas limited partnership

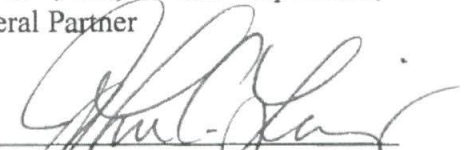
By: Texas Realty Retail Partners, Inc.,
a Texas corporation, its General Partner

Signature: 

Name: Robert W. McDonald, III

Title: President

By: 501 W. 15th, Inc., a Texas corporation,
its General Partner

Signature: 

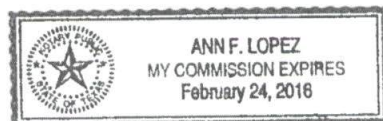
Name: JOHN C. LEWIS

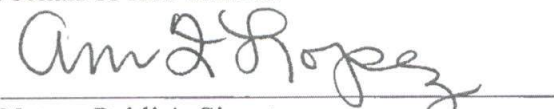
Title: President

Corporate Acknowledgment

State of Texas
County of TRAVIS

This instrument was acknowledged before me on July 26, 2013, by Robert W. McDonald, III, President of Texas Realty Retail Partners, Inc., a Texas corporation, as General Partner of Yarrington Partners, Ltd., a Texas limited partnership, on behalf of said entities.

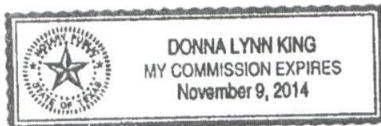



Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Travis

This instrument was acknowledged before me on July 22, 2013, by John C Lewis,
President of 501 W. 15th, Inc., a Texas corporation, as General Partner of Yarrington
Partners, Ltd., a Texas limited partnership, on behalf of said entities.



Donna Lynn King
Notary Public's Signature

GRANTEE:

HAYS COUNTY

By: _____
Bert Cobb, MD, County Judge

Address: 111 E. San Antonio St.
San Marcos, Texas 78666

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this the ____ day of _____, 2013,
by Bert Cobb, MD, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ROUTING FOR APPROVAL ONLY

APPROVED:

Bill Herzog, County Auditor

APPROVED:

Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM

Mark D. Kennedy
A.D.A. – Chief- Civil Division
SBOT#24032498

EXHIBIT "A"

County: Hays
 Parcel No.: 4
 Roadway: County Road 159 - Yarrington Road

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 3.275 ACRE (142,655 SQ. FT.) TRACT OF LAND LOCATED IN THE WILLIAM WARD SURVEY, ABSTRACT NO. 3, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 201.496 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED WITH VENDOR'S LEIN FROM YARRINGTON PROPERTIES, A TEXAS GENERAL PARTNERSHIP TO YARRINGTON PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP, AND RECORDED IN VOLUME 2494, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), DATED AUGUST 15, 2003; SAID 3.275 ACRE (142,655 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with an aluminum cap stamped "SAM, Inc." set 85.25 feet right of Engineer's Centerline Station (E.C.S.) 797+04.45 for the southeast corner and the **POINT OF BEGINNING** of the tract described herein, said point being on the proposed north right-of-way line of Yarrington Road, said point also being on the existing west right-of-way line of Yarrington Road, also known as County Road 159;

THENCE with the proposed north right-of-way line of said Yarrington Road, over and across said 201.496 acre tract the following five (5) courses and distances numbered 1-5:

- (1) N 46°24'02" W, a distance of 826.63 feet to a 1/2-inch Iron rod with an aluminum cap stamped "SAM, Inc." set 82.27 feet right of E.C.S. 788+84.32,
- (2) N 43°52'30" W, a distance of 681.99 feet to a 1/2-inch iron rod with an aluminum cap stamped "SAM, Inc." set 79.38 feet right of E.C.S. 782+00.00,
- (3) N 48°17'13" W, a distance of 353.60 feet to a 1/2-inch iron rod with an aluminum cap stamped "SAM, Inc." set 83.00 feet right of E.C.S. 778+43.59 for the southwest corner of the tract described herein,
- (4) N 24°17'37" E, a distance of 10.47 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument set 73.01 feet right of E.C.S. 778+40.45, and
- (5) N 79°02'26" E, a distance of 70.10 feet to a TxDOT Type II Concrete Monument set 17.27 feet right of E.C.S. 778+82.96 for the northwest corner of the tract described herein, said point being on the existing south right-of-way line of said Yarrington Road and the north line of said 201.496 acre tract, from which a TxDOT Type I Concrete Monument found on the existing east right-of-way line of Interstate Highway 35, as conveyed to the State of Texas, recorded in Volume 181, Page 369, Deed Records of Hays County, Texas (D.R.H.C.TX.) bears N 46°32'36" W, a distance of 36.89 feet;

THENCE with the existing south right-of-way line of said Yarrington Road and the north line of said 201.496 acre tract, the following five (5) courses and distances numbered 6-10:

- (6) S 46°32'36" E, a distance of 1775.55 feet to a 1/2-inch iron rod found,

- (7) S 37°14'11" E, a distance of 14.10 feet to calculated angle point,
- (8) S 02°43'58" E, a distance of 44.83 feet to calculated angle point,
- (9) S 39°39'42" W, a distance of 32.45 feet to calculated angle point, and
- (10) S 43°28'13" W, a distance of 24.25 feet to the **POINT OF BEGINNING** and containing 3.275 acre (142,655 sq. ft.) of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, North American Datum of 1983, (CORS 1996, Epoch 2002), South Central Zone (4204) adjusted to surface values by multiplying by a Combined Scale Factor of 1.00011. All distances are in U.S. Survey Feet.

This property description is accompanied by a separate plat.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Gina Loftis-Franklin, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, Inc.
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735



 1-28-13
Gina Loftis-Franklin Date
Registered Professional Land Surveyor
No. 6087 – State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT SET
- TYPE II MONUMENT FOUND
- 1/2" IRON ROD W/ALUMINUM CAP
- STAMPED "SAM" SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF REFERENCE
- ENGINEER'S CENTERLINE STATION
- POINT OF CURVATURE
- POINT OF TANGENCY
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- DEED RECORDS OF HAYS COUNTY, TEXAS
- O.R.H.C.TX. HAYS COUNTY, TEXAS
- O.R.H.C.TX. HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.LAT. RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. DISTANCE NOT TO SCALE
- ACCESS DENIAL LINE

JAMES W. WILLIAM SURVEY
ABSTRACT No. II

PROPOSED ROW

③ Part 2

COUNTY ROAD 159
YARRINGTON ROAD
(ROW WIDTH VARIES)

RIGHT-OF-WAY WIDENING
CALLED 0.640 ACRE
VOLUME 1649, PAGE 83
O.P.R.H.C.TX.

SURVEY LINE

EXISTING ROW S46° 32' 36" E 1,775.55' O.P.R.H.C.TX.

15' WIDE
WATER LINE EASEMENT
VOL. 1894, PG. 730
O.P.R.H.C.TX.

WILLIAM WARD SURVEY
ABSTRACT No. 3

PROPOSED ROW

N46° 24' 02" W 826.63'
YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.TX.

P.O.B.
PARCEL 4
STA. 797+04.45
85.25' RT

ENGINEER'S CENTERLINE
CURVE DATA
PI 796+85.25
N 13,893,609.7702
E 2,324,860.8257
5° 12' 22" (LT)
D 0° 56' 54"
R 6,042.00
LC 548.99
T 274.68

ENGINEER'S
CENTERLINE

SURVEY LINE

WILLIAM
HEMPHILL
ABSTRACT No. 221



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

NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY LOCKWOOD, ANDREWS & NEWMAN, INC. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, (93) ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00011.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TxDOT AERIAL SURVEY DIGITAL FILES IN CONJUNCTION WITH ON THE GROUND SURVEY DATA.
- THE ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK SHOWN HEREON FOR INTERSTATE HIGHWAY 35 AND YARRINGTON ROAD WAS PROVIDED BY CHANG PATEL & YERBY, INC. DATED NOVEMBER 27, 2012.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REF. FIELD NOTE NO. 13493
PAGE 3 OF 7



4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 4
3.275 AC. (142,655 SQ. FT.)

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON ROD W/ALUMINUM CAP
- STAMPED "SAM" SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF REFERENCE
- ENGINEER'S CENTERLINE STATION
- P.C.
- P.T.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- DEED RECORDS OF
- HAYS COUNTY, TEXAS
- O.R.H.C.T.X.
- OFFICIAL RECORDS OF
- HAYS COUNTY, TEXAS
- O.P.R.H.C.T.X.
- OFFICIAL PUBLIC RECORDS OF
- HAYS COUNTY, TEXAS
- PLAT RECORDS OF HAYS
- COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- ACCESS DENIAL LINE

ENGINEER'S CENTERLINE
CURVE DATA
PI 788+69.13
N 13.894, 172.7162
E 2.324, 269.6603
~ 3° 42' 25" (LT)
D 0° 38' 09"
R 9,012.00
LC 583.08
T 291.64

JAMES W. WILLIAM SURVEY
ABSTRACT No. II

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

PROPOSED ROW

③ Part 2

EXISTING ROW

COUNTY ROAD 159
YARRINGTON ROAD
(ROW WIDTH VARIES)

RIGHT-OF-WAY WIDENING
CALLED 0.640 ACRE
VOLUME 1649, PAGE 83
O.P.R.H.C.T.X.

SURVEY LINE

EXISTING ROW

790±00

ENGINEER'S CENTERLINE
PT Sta. 791+60.57

S46° 32' 36"E 1,775.55'

S46° 24' 02"E

15' WIDE
WATER LINE EASEMENT
VOL. 1894, PG. 730
O.P.R.H.C.T.X.

STA. 788+84.32
82.27' RT

PROPOSED ROW

N43° 52' 30"W 681.99'

N46° 24' 02"W 826.63'

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.T.X.

WILLIAM WARD SURVEY
ABSTRACT No. 3

NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY GUYTON AND ASSOCIATES, INC. PLOTTABLE EXCEPTIONS OR LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. SOUTH PLANE COORDINATES AND DISTANCES AND ADJUSTMENT FACTOR OF 1.00011.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TxDOT AERIAL SURVEY DIGITAL FILES IN CONJUNCTION WITH ON THE GROUND SURVEY DATA.
- THE ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK SHOWN HEREON FOR INTERSTATE HIGHWAY 35 AND YARRINGTON ROAD WAS PROVIDED BY CHIANG PATEL & YERBY, INC. DATED NOVEMBER 27, 2012.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

FILE:X:\CP-Y\32042 IH 35 Yarrington Rd\DGN\Parcel1\Yarrington\Parcel1-4-2.dgn

PAGE 4 OF 7
REF. FIELD NOTE NO. 13493



4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 526-3029

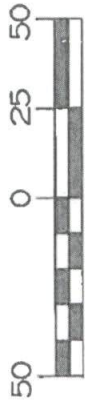
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 4
3.275 AC. (142,655 SQ. FT.)

MATCH LINE SHEET 3 OF 7

MATCH LINE SHEET 5 OF 7

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT SET
- TYPE III MONUMENT FOUND
- 1/2" IRON ROD W/ALUMINUM CAP
- STAMPED "SAM" SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF REFERENCE
- ENGINEER'S CENTERLINE STATION
- POINT OF CURVATURE
- POINT OF TANGENCY
- P.T.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- P.U.E.
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.R.H.C.TX. OFFICIAL RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- ACCESS DENIAL LINE



JAMES W. WILLIAM SURVEY
ABSTRACT No. II

③ Part 1

EXISTING ROW

SURVEY LINE

ENGINEER'S CENTERLINE

EXISTING ROW

PRC Sta. 785+77.49

S46° 32' 36" E 1,775.55'

④

N43° 52' 30" W 681.99'

PROPOSED ROW

WILLIAM WARD SURVEY
ABSTRACT No. 3

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.TX.

COUNTY ROAD 159
YARRINGTON ROAD
(ROW WIDTH VARIES)
RIGHT-OF-WAY WIDENING
CALLED 0.640 ACRE
VOLUME 1649, PAGE 83
O.P.R.H.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI 788+69.13
N 13,894,172.7162
E 2,324,269.6603
~ 3° 42' 25" (LT)
D 0° 38' 09"
R 9,012.00
Lc 583.08
T 291.64

NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY OSWALD ANDERSON & NEMURA, INC. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. SOUTH BOUNDARY LINE OF SECTION 35, T12N, R10E, S46E, ADJUSTMENT FACTOR OF 1.00011.
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Parkway Two, Suite 100
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(512) 447-0575
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 4
3.275 AC. (142,655 SQ. FT.)

PAGE 5 OF 7
REF. FIELD NOTE No. 13493
FILE-X:\CP-Y\32042 IH 35 Yarrington Rd\DGN\Parcels\Yarrington\Parcel1-4-3.dgn

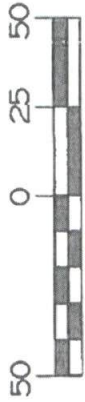
MATCH LINE SHEET 4 OF 7

MATCH LINE SHEET 6 OF 7

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT SET
- 1/2" IRON ROD W/ALUMINUM CAP
- STAMPED "SAM" SET UNLESS NOTED
- △ 1/2" IRON ROD FOUND UNLESS NOTED
- ▲ CALCULATED POINT
- PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- E.C.S. ENGINEER'S CENTERLINE STATION
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- M.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- ACCESS DENIAL LINE

JAMES W. WILLIAM SURVEY
ABSTRACT No. II



PROPOSED ROW

③ Part 1

EXISTING ROW

COUNTY ROAD 159
YARRINGTON ROAD
(ROW WIDTH VARIES)

RIGHT-OF-WAY WIDENING
CALLED 0.640 ACRE
VOLUME 1649, PAGE 83
O.P.R.H.C.TX.

SURVEY LINE

ENGINEER'S CENTERLINE

EXISTING ROW

S46° 32' 36" E 1,775.55'

④

N48° 17' 13" W 353.60' N43° 52' 30" W 681.99'

STA. 782+00.00
79.38' RT
PROPOSED ROW

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.TX.

WILLIAM WARD SURVEY
ABSTRACT No. 3

NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY LOCKWOOD, ANDREWS & NEUBAU, INC. PLOTTABLE EXCEPTIONS OR LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. CURVE DATA AND ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00031.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TYPICAL AERIAL SURVEY DIGITAL FILES IN CONJUNCTION WITH ON THE GROUND SURVEY DATA.
- THE ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINES SHOWN HEREON FOR INTERSTATE HIGHWAY 35 AND YARRINGTON ROAD WAS PROVIDED BY CHIANG PATEL & YERBY, INC. DATED NOVEMBER 21, 2012.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

MATCH LINE SHEET 5 OF 7

ENGINEER'S CENTERLINE
CURVE DATA
PI 788+69.13
NE 13,894, 172.7162
E 2,324, 269.6603
DR 3° 42' 25" (LT)
LC 0° 38' 09"
T 9,012.00
583.08
291.64

PAGE 6 OF 7
REF. FIELD NOTE NO. 13493
FILE-X:\CP-Y\32042 IH 35 Yarrington Rd\GN\Parcels\Yarrington*Parcel-4-4.dgn

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD.
PARCEL 4
3.275 AC. (142,655 SQ. FT.)

4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029



PAGE 7 OF 7
E NO. 13493

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
YARRINGTON PARTNERS, LTD
PARCEL 4
3.275 AC. (142,655 SQ. FT.)

4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

1-28-13

GINA LOFTIS-FRANKLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6087, STATE OF TEXAS

LEGEND

TYPE I CONCRETE MONUMENT FOUND	PROPERTY LINE
TYPE II MONUMENT SET	RECORD INFORMATION
TYPE II MONUMENT FOUND	POINT OF BEGINNING
1/2" IRON ROD W/ALUMINUM CAP	POINT OF REFERENCE
STAMPED "SAM" SET UNLESS NOTED	ENGINEER'S CENTERLINE STATION
1/2" IRON ROD FOUND UNLESS NOTED	POINT OF CURVATURE
CALCULATED POINT	POINT OF TANGENCY
	NOT TO SCALE
	PUBLIC UTILITY EASEMENT
	DEED RECORDS OF HAYS COUNTY, TEXAS
	OFFICIAL RECORDS OF HAYS COUNTY, TEXAS
	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
	PLAT RECORDS OF HAYS COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	ACCESS DENTAL LINE

EXISTING IN
IH 35
(ROW WIDTH VARIES)
STATE OF TEXAS
VOL. 181, PG. 369
D.R.H.C.TX.

SURVEY LINE

ENGINEER'S CENTERLINE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N24° 17' 37"E	10.47'
L2	N79° 02' 26"E	70.10'
L3	N46° 32' 36"W	36.89'

ENGINEER'S CENTERLINE
CURVE DATA

PI	788+69.13
N 13.894	172.7162
E 2.324	269.6603
Z 3.42	25" (LT)
D 0	38' 09"
RA 9	012.00
PLC 583.08	
291.64	

COUNTY ROAD 159
 YARRINGTON ROAD
 (ROW WIDTH VARIES)
 RIGHT-OF-WAY WIDENING
 CALLED 0.640 ACRE
 VOLUME 1649, PAGE 83
 O.P.R.H.C. TX.

EXISTING ROW

S46° 32' 36" E 1,775.55'
STA. 778+82.96
17.27' RT

STA. 778+40.45
73.01' RT

N48°17'13"W 353.60

YARRINGTON PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
CALLED 201.496 ACRES
VOLUME 2494, PAGE 403
O.P.R.H.C.TX.

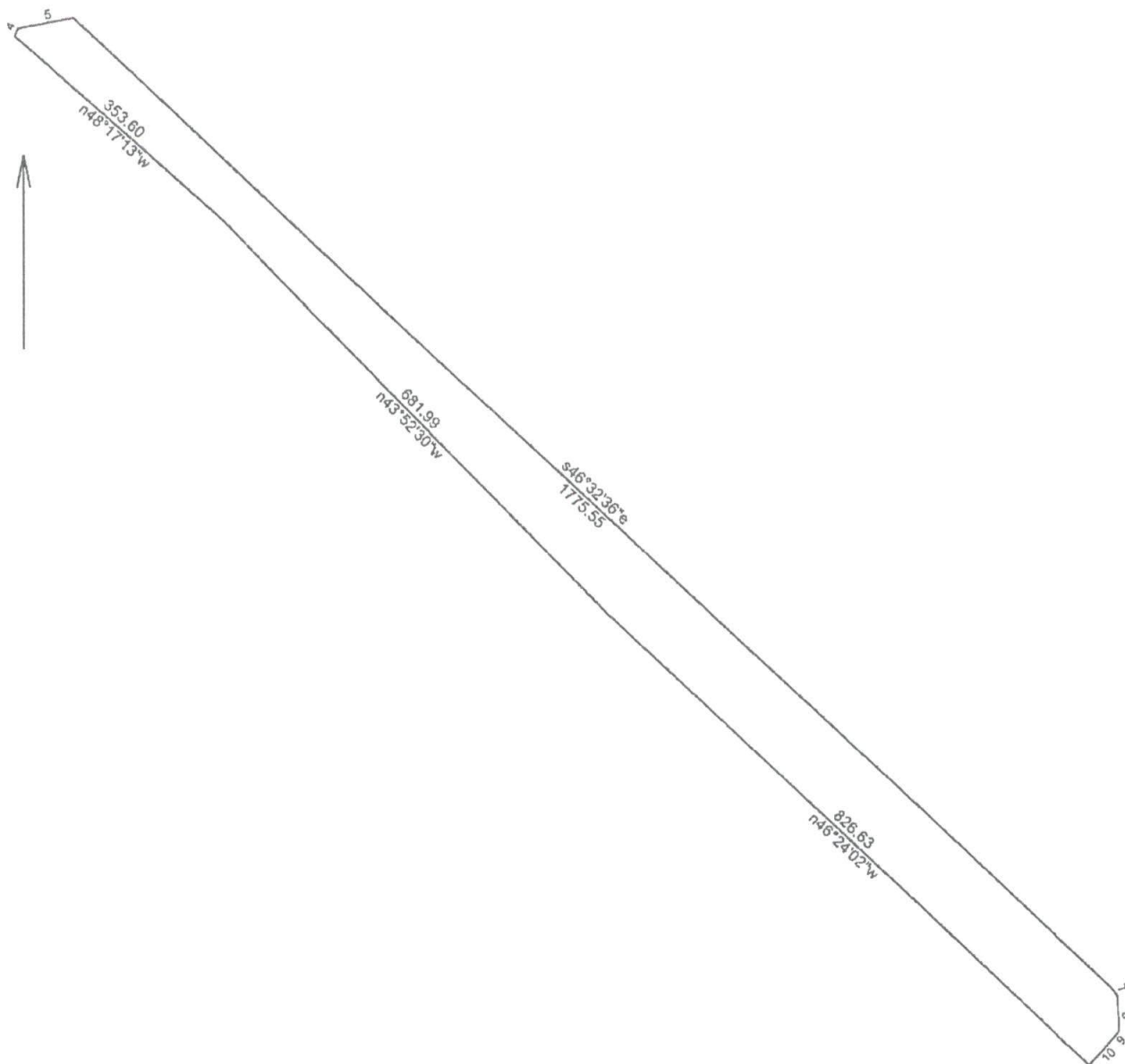
WILLIAM WARD SURVEY
ABSTRACT No. 3

PAGE 7 OF 7
E NO. 13493

NOTES:

1. THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF A TITLE REPORT BY LOCKWOOD, ANDREWS & NEHRMAN, INC., PLOTTABLE EXCEPTIONS OR LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EXCEPTIONS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. (1931) ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.000011.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TPOOT AERIAL SURVEY DIGITAL FILES IN CONJUNCTION WITH ON THE GROUND SURVEY DATA.
4. THE ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK SHOWN HEREON FOR INTERSTATE HIGHWAY 35 AND YARRLINGTON ROAD WAS PROVIDED BY CHANG PATEL & VERRBY, INC. DATED NOVEMBER 27, 2012.
5. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



1/17/2013

Scale: 1 inch= 200 feet

File: Calc-Par04.ndp

Tract 1: 3.2749 Acres (142855 Sq. Feet), Closure: s16.5446w 0.01 ft. (1/543524), Perimeter=3834 ft.

01 n46.2402w 826.63
 02 n43.5230w 681.99
 03 n48.1713w 353.60
 04 n24.1737e 10.47
 05 n79.0226e 70.10
 06 s46.3236e 1775.55
 07 s37.1411e 14.10

08 s02.4358e 44.83
 09 s39.3942w 32.45
 10 s43.2813w 24.25