

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

May 10, 2023

Via e-mail

Crescenciano Alvarado and Maria A. Castillo
1440 CR 332
Jarrell, TX 76537

Re: CR 332-Waterline and Electric Aerial Utility Easements
Parcel No.: 2E

Dear Mr. and Mrs. Thomas:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement to Lone Star Regional Water Authority and an electric aerial easement to Bartlett Electric Cooperative, Inc. in and across a portion of your property and required as part of Williamson County's proposed improvements to CR 332 ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to WMCO of a fully executed and acknowledged Waterline Easement and Electric Aerial Right of Way Easement ("Easements") in and to 0.029 acre of land, and in the form as set out in Exhibits "A & B" attached hereto and incorporated herein, WMCO shall pay Owner the sum of **\$5,323.00** in cash or other good funds.

2. If requested by Williamson County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, PLLC

AGREED:

By: 
Crescenciano Alvarado

Date: 05/12/2023

By: 
Maria A. Castillo

Date: 05/12/2023

ACCEPTED AND AGREED BY COUNTY:

Williamson County

By: _____

Bill Gravell, Jr.

Williamson County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATER LINE EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS, that Crescenciano Alvarado and Maria A. Castillo (the "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Lone Star Regional Water Authority (the "**Grantee**") whose address is P.O. Box 554, Jarrell, Texas 76537 Attn: General Manager, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee and its successors and assigns, an irrevocable, non-exclusive, permanent and perpetual water line easement (the "**Easement**") to survey, install, construct, operate, maintain, inspect, repair, replace, modify, upgrade, relocate, add, and remove water line facilities and other related facilities and equipment which may consist of multiple lines, pipes or conduits, and all incidental surface and subsurface apparatus, equipment, appurtenances and facilities, including, but not limited to valves, fittings, connections, hydrants, taps, meters, air vents, manholes, corrosion control equipment and related items necessary for access to or protection of the installed improvements (the "**Facilities**") over, across, under, and upon that **.029 acre (1,258 square foot)** tract of land, together with free, uninterrupted and continuous non-exclusive access to and from the Easement over and across such other portions of property owned by Grantor as may be necessary for ingress, egress and regress by Grantee, its employees, agents and contractors to and from the Easement (the "**Access Easement**"), provided however the right to use such Access Easement shall only be effective if there is no reasonably available access to the permanent easement area from a public right of way.

The Easement hereby granted shall be located on the property further described by metes and bounds and sketch as shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Facilities. Grantee may engage in all activities as may be necessary, requisite, convenient or appropriate in connection with the Easements and the Facilities. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, grass, ground cover and other vegetation and improvements from within the Easement which in the opinion of Grantee interfere with or damage the Facilities, and the right to bring materials to and to bring and operate such

equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easements are granted. Grantee will, at all times after performing any work in connection with the Easement, remove debris generated by Grantee from the Easements and restore the surface grade and native ground cover necessary to prevent erosion of the Easements to substantially similar conditions as existed prior to the undertaking of any such work; provided however, the Grantee shall not be: (a) required to repair or replace any trees, growth, shrubbery, other vegetation or improvements removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement except as identified herein; or (b) liable for the value of any other trees, growth, shrubbery, other vegetation or improvements, except for planted crops, removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement.

Grantor expressly reserves the right to use the surface of the Easements for purposes that do not directly or indirectly interfere with, interrupt or impair Grantee's use of the Easements or directly or indirectly interfere with or damage the Facilities, including specifically aerial only (no poles) electric facilities. Grantor further specifically reserves the rights to use, construct, reconstruct, allow, or maintain streets, sidewalks, roads or driveways, fences and gates, water lines, aerial electric (no poles) and dry utility service lines at such place or places as Grantor may from time to time hereafter select for public or private use, on, over and across the Easement at any angle not less than forty-five (45) degrees to Grantee's water lines; provided however, without the prior consent of Grantee the Grantor shall not: (a) install or construct any permanent structures or improvements on the permanent Easement; or (b) install any vegetation in the permanent Easement other than grass, ground cover, and crops;

Grantor, its successors or assigns, shall not install or construct wastewater lines, gas pipelines, or petroleum pipelines (i) above Grantee's water lines, (ii) at an angle less than 45 degrees to Grantee's water lines, or (iii) with a separation distance of less than two feet from Grantee's water lines, without prior consent of Grantee.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor represents to Grantee that: (i) Grantor is the current owner of the property which will be subject to the Easements; (ii) Grantor is authorized to grant the Easements without obtaining the prior consent of any party; and (iii) the Easements are not and will not be subject to any prior liens of record or other liens securing financial or other obligations of Grantor.

The Easement herein granted shall be perpetual and shall run with the land, and the terms and provisions of this Water Line Easement shall be binding on Grantor and Grantee and their respective heirs, administrators and executors or successors and assigns, as applicable. Nothing herein shall be deemed nor construed to be a dedication of the Easements for use by the general public or a conveyance of Grantor's fee estate in the Easements.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easements unto the Grantee, its successor and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress and the right to assign said Easements or any portion thereof. Grantor does hereby bind Grantor and Grantor's heirs, administrators, executors or successors and assigns, as applicable, to WARRANT AND FOREVER DEFEND, all and singular the said Easements and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or the claim the same or any part thereof.

Grantor expressly acknowledges and consents to Grantee's assignment of undivided interests in this Water Line Easement to Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation for the purposes of installing and maintaining water lines owned and operated by Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation in addition to Grantee's Facilities.

[signature pages follow]

Executed this ____ day of _____, 2023

GRANTOR:

Crescenciano Alvarado

Maria A. Castillo

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this ____ day of _____, 2023
by Crescenciano Alvarado and Maria A. Castillo.

Notary Public, State of Texas

After Recording, Return to:

S.D. Kallman, LP
1106 S Mays St. Ste. 101
Round Rock, TX 78664

EXHIBIT _____
PROPERTY DESCRIPTION FOR PARCEL 2-E

DESCRIPTION OF A 0.029 ACRE (1,258 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 579 (UNVERIFIED) IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED LOT 1, BLOCK "A" (5.96 ACRES) OF THE FINAL PLAT OF ALVARADO SUBDIVISION RECORDED IN DOCUMENT NO. 2020038195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED TO CRESCENCIANO ALVARDO AND MARIA A. CASTILLO RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.029 ACRE (1,258 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, 68.00 feet right of County Road (C.R.) 332 baseline station 33+02.90, in the existing curving easterly Right-of-Way (ROW) line of C.R. 332 (ROW width varies), having grid coordinates of N=10,270,364.24 E=3,158,314.71, being in the northwesterly corner of said remainder of Lot 1, same being the southwesterly corner of the remainder of that called 8.23 acre tract of land described in General Warranty Deed with Vendors Lien to Djuanus Keith Thomas and wife Staci Thomas, recorded in Document No. 2017066397 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of Lot 1, and said remainder of the 8.23 acre tract, **68°36'10" E**, for a distance of **25.07** feet to a calculated point, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "FOREST 1847" found, in and the westerly line of that called 230.22 acre tract described in a Special Warranty Deed to WBW Single Land Investment, LLC-Series 111 recorded in Document No. 2019092046 of the Official Public Records of Williamson County, being the northeasterly corner of said remainder of Lot 1, same being the southeasterly corner of said remainder of the 8.23 acre tract, bears **N 68°36'10" E**, with said common line at a distance of 1,467.34 feet;
- 2) **THENCE**, departing said remainder of the 8.23 acre tract, through the interior of said remainder of Lot 1, with the easterly proposed curving easement line to the left having a radius of **3,907.00** feet, a delta angle of **00°44'17"**, an arc length of **50.33** et, and a chord which bears **S 17°33'42" E**, a distance of **50.33** feet to a calculated point, in the southerly boundary line of said remainder of Lot 1, same being the northerly boundary line of the remainder of that called 7.59 acre tract of land described in a General Warranty Deed to Mario Solis and Rosa Solis recorded in Document No. 2019045511 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, with the common boundary line of said remainder of Lot 1 and said remainder of the 7.59 acre tract, **S 68°36'10" W**, for a distance of **25.05** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, 68.00 feet right of C.R. 332 baseline station 32+51.70, in said existing curving easterly ROW, for the southwesterly corner of the herein described parcel;
- 4) **THENCE**, departing said remainder of the 7.59 acre tract, with said existing easterly ROW line, being the westerly line of said remainder of Lot 1, along said curve to the right having a radius of **3,932.00** feet, a delta angle of **00°44'00"**, an arc length of **50.33** feet, and a chord which bears **N 17°35'10" W**, a distance of **50.33** feet to the **POINT OF BEGINNING**, containing 0.029 acres, (1,258 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

27 FEB 2023



PLAT TO ACCOMPANY PARCEL DESCRIPTION

PEDRO AGUADO and ROSA AGUADO
5.74 ACRES
DOC. NO. 2009082892
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N68°36'10"E	68.57'
L2	N68°36'10"E	25.07'
L3	S68°36'10"W	25.05'
L4	S68°36'10"W	65.20'

DJUANUS KEITH THOMAS and wife,
STACI THOMAS
8.23 ACRES
DOC. NO. 2017066397
O.P.R.W.C.T.

GRID COORDINATES:
N=10,270,364.24
E=3,158,314.71
STA. 33+02.90
68.00' RT

COUNTY ROAD 332
(R.O.W. WIDTH VARIES)

10' UTILITY EASEMENT
DOC. NO. 2020038195
O.P.R.W.C.T.

WILLIAMSON COUNTY TEXAS
(0.077 ACRES)
PARCEL 20200362
DOC. NO. 20200362
O.P.R.W.C.T.

CRESCENCIANO ALVARADO and
MARIA A. CASTILLO
5.95 ACRES
DOC. NO. 2017071910
O.P.R.W.C.T.

WBW SINGLE LAND
INVESTMENT,
LLC-SERIES 111
230.22 ACRES
DOC. NO. 2019092046
O.P.R.W.C.T.

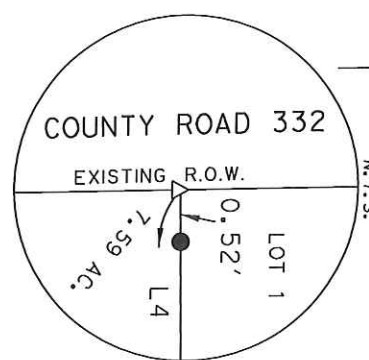
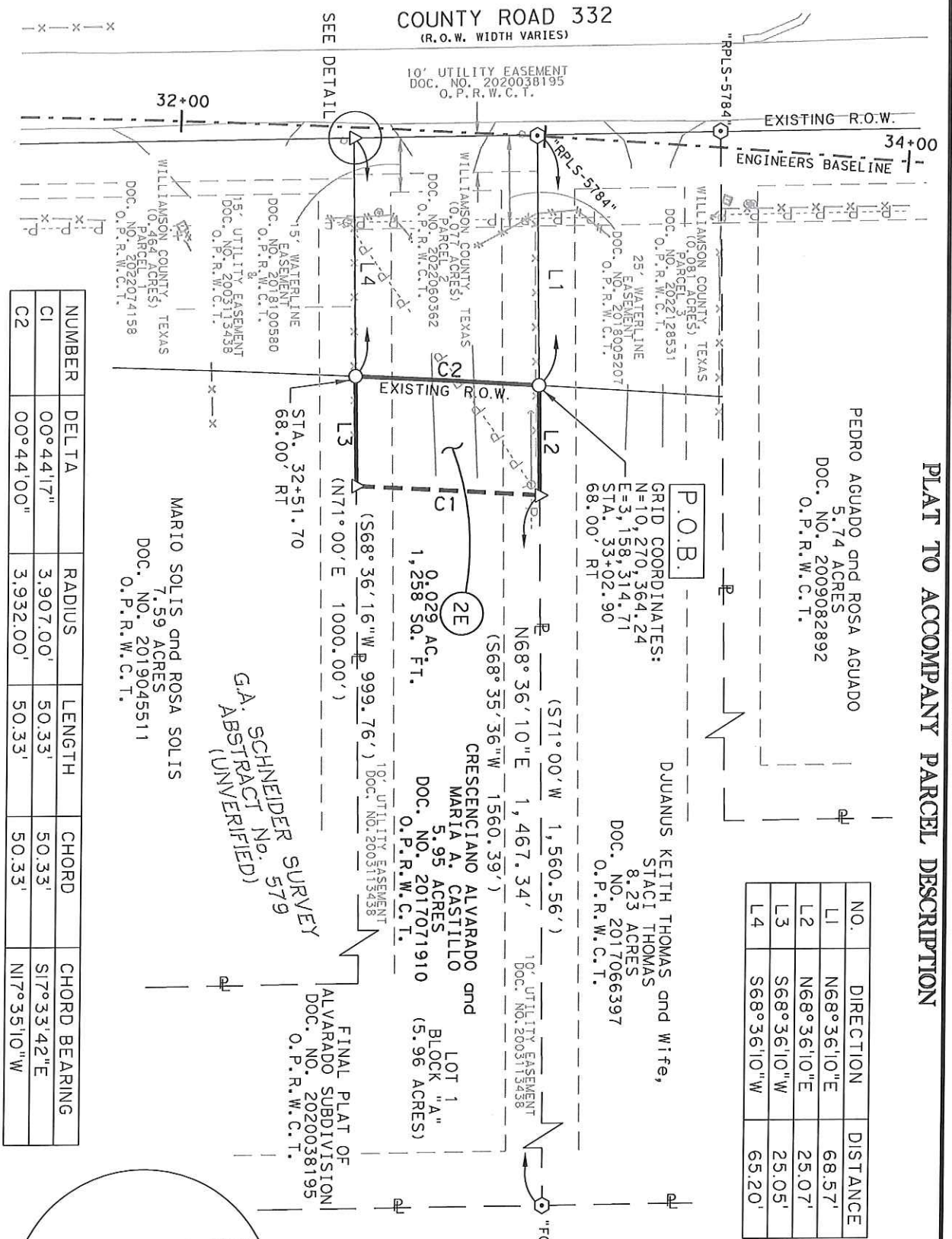
SEE
DETAIL

DETAIL
N.T.S.

G.A. SCHNEIDER SURVEY
579
(UNVERIFIED)

MARIO SOLIS and ROSA SOLIS
7.59 ACRES
DOC. NO. 2019045511
O.P.R.W.C.T.

FINAL PLAT OF
ALVARADO SUBDIVISION
DOC. NO. 2020038195
O.P.R.W.C.T.



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°44'17"	3,907.00'	50.33'	50.33'	S17°33'42"E
C2	00°44'00"	3,932.00'	50.33'	50.33'	N17°35'10"W

REV: 02/13/2023

INLAND
GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78668
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CRESCENCIANO ALVARADO and
MARIA A. CASTILLO

SCALE
1" = 40'

PROJECT
COUNTY ROAD 332

COUNTY
WILLIAMSON

PARCEL 2E
0.029 ACRES
1,258 Sq. Ft.

PAGE 2 OF 3

LEGEND

- IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- ⊙ IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND
- ⌚ PROPERTY LINE
- ⌚ DENOTES COMMON OWNERSHIP
- ⌚ LINE BREAK
- ⌚ P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION
- P.R.W.C.T. PLAT RECORDS
- D.R.W.C.T. WILLIAMSON COUNTY, TEXAS DEED RECORDS
- O.R.W.C.T. WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS
- O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1.) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 012100234, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 8, 2021, ISSUE DATE NOVEMBER 17, 2021.

1. RESTRICTIVE COVENANTS: DOCUMENT NOS. 2020038195, 2003113438, 2005084004, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10C. 15 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND 10 FOOT EASEMENT ALONG EACH SIDE LOT LINE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. DECLARENT RESERVES THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED IN AND ON ANY AREAS OWNED BY DECLARENT PIPELINES, CONDUITS, WIRES AND IMPROVEMENTS RELATING TO A PUBLIC UTILITY FUNCTION WITH THE RIGHT OF ACCESS TO THE SAME AT ANY TIME FOR THE PURPOSE OF REPAIR AND MAINTENANCE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

F. BUILDING SETBACK LINES AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

G. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 2309, PAGE 180, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT TO BARTLETT ELECTRIC COOPERATIVE INC., RECORDED IN DOCUMENT NO. 2006016024, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES AS STATED ON PLAT RECORDED IN DOCUMENT NO. 2020038195, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

J. AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE AND ELECTRIC UTILITY EASEMENT TO THIS PROPERTY AS STATED ON PLAT RECORDED IN DOCUMENT NO. 2020038195, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2018005207, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

M. RIGHT OF WAY EASEMENT TO JARRELL-SCHWARTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2018100580, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 27 Feb 2023

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



REV: 02/13/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH: (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
CRESCENCIANO ALVARADO and MARIA A. CASTILLO

SCALE
1" = 40'

PROJECT
COUNTY ROAD 332

COUNTY
WILLIAMSON

PARCEL 2E
0.029 ACRES
1,258 sq. ft.

PAGE 3 OF 3

EXHIBIT “B” FORM OF EASEMENT FOLLOWS

**ELECTRIC AERIAL RIGHT-OF-WAY EASEMENT
AND COVENANT OF ACCESS**

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

That Crescenciano Alvarado and Maria A. Castillo, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an aerial easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, conductors, wires, racks, and equipment over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Aerial Easement").

The Aerial Easement and its rights and privileges herein granted shall include the right to any additional working space about or near the Aerial Easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over, across, along, and upon Grantor's Property and Grantor's adjoining land to or from the Aerial Easement for the purposes of providing electric utility service to Grantor and/or others (overhead), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, modifying, increasing or reducing the capability of, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Aerial Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The width of the Aerial Easement, described in Exhibit A, shall be throughout the area of the Grantor's Property over which the Cooperative's facilities overhang aerially which unobstructed aerial easement and right of way shall be limited to and extend from a plane fifteen feet (15' 0") above ground level upward from the surface of the Property, so long as such use also complies with any clearance or separation distances required by the National Electrical Safety Code or other applicable state or local statute or permitting requirements. This unobstructed Aerial Easement begins at a plane at ground level and extends infinitely upward. It is understood, however, that Cooperative shall have no right to erect any structures on the above-described Aerial Easement but may overhang such Aerial Easement with facilities attached to structures which are located on property or right-of-way adjacent to Grantor's Property. The Cooperative shall also have the right to access so much of the remainder of the Grantor's Property as may be reasonably necessary to install, maintain, repair, and/or remove facilities that may at any time be necessary, at Cooperative's sole discretion, for the purpose herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Aerial Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Aerial Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, trailer, or any other obstruction, including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Aerial Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Aerial Easement of any or all structures, buildings, trailers, and/or any other obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Grantor's Property as well as all damages, if any, to the Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on the Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Aerial Easement clear of trees, undergrowth, brush and obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed over Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Aerial Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Aerial Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE AERIAL EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Executed this the ____ day of _____, 2023.

Cresceniano Alvarado

Maria A. Castillo

[illegible]

Notary Public, State of Texas

[illegible]

Notary Public, State of Texas

RESERVED SPACE BELOW FOR RECORDING AT

EXHIBIT _____
PROPERTY DESCRIPTION FOR PARCEL 2-E

DESCRIPTION OF A 0.029 ACRE (1,258 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 579 (UNVERIFIED) IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED LOT 1, BLOCK "A" (5.96 ACRES) OF THE FINAL PLAT OF ALVARADO SUBDIVISION RECORDED IN DOCUMENT NO. 2020038195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED TO CRESCENCIANO ALVARDO AND MARIA A. CASTILLO RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.029 ACRE (1,258 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, 68.00 feet right of County Road (C.R.) 332 baseline station 33+02.90, in the existing curving easterly Right-of-Way (ROW) line of C.R. 332 (ROW width varies), having grid coordinates of N=10,270,364.24 E=3,158,314.71, being in the northwesterly corner of said remainder of Lot 1, same being the southwesterly corner of the remainder of that called 8.23 acre tract of land described in General Warranty Deed with Vendors Lien to Djuanus Keith Thomas and wife Staci Thomas, recorded in Document No. 2017066397 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of Lot 1, and said remainder of the 8.23 acre tract, **68°36'10" E**, for a distance of **25.07** feet to a calculated point, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "FOREST 1847" found, in and the westerly line of that called 230.22 acre tract described in a Special Warranty Deed to WBW Single Land Investment, LLC-Series 111 recorded in Document No. 2019092046 of the Official Public Records of Williamson County, being the northeasterly corner of said remainder of Lot 1, same being the southeasterly corner of said remainder of the 8.23 acre tract, bears **N 68°36'10" E**, with said common line at a distance of **1,467.34** feet;
- 2) **THENCE**, departing said remainder of the 8.23 acre tract, through the interior of said remainder of Lot 1, with the easterly proposed curving easement line to the left having a radius of **3,907.00** feet, a delta angle of **00°44'17"**, an arc length of **50.33** et, and a chord which bears **S 17°33'42" E**, a distance of **50.33** feet to a calculated point, in the southerly boundary line of said remainder of Lot 1, same being the northerly boundary line of the remainder of that called 7.59 acre tract of land described in a General Warranty Deed to Mario Solis and Rosa Solis recorded in Document No. 2019045511 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, with the common boundary line of said remainder of Lot 1 and said remainder of the 7.59 acre tract, **S 68°36'10" W**, for a distance of **25.05** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, 68.00 feet right of C.R. 332 baseline station 32+51.70, in said existing curving easterly ROW, for the southwesterly corner of the herein described parcel;
- 4) **THENCE**, departing said remainder of the 7.59 acre tract, with said existing easterly ROW line, being the westerly line of said remainder of Lot 1, along said curve to the right having a radius of **3,932.00** feet, a delta angle of **00°44'00"**, an arc length of **50.33** feet, and a chord which bears **N 17°35'10" W**, a distance of **50.33** feet to the **POINT OF BEGINNING**, containing 0.029 acres, (1,258 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

27 FEB 2023



LEGEND

- IRON ROD WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY" SET
- ⊙ IRON ROD WITH PLASTIC OR
ALUMINUM CAP FOUND - AS NOTED
1/2" IRON ROD FOUND
- CALCULATED POINT
- ▲ MAG NAIL FOUND
- ⚡ PROPERTY LINE
DENOTES COMMON OWNERSHIP
- LINE BREAK
- ↖ P.O.B.
() POINT OF BEGINNING
RECORD INFORMATION
- P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
DEED RECORDS
- D.R.W.C.T. WILLIAMSON COUNTY, TEXAS
OFFICIAL RECORDS
- O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS
- O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1.) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 012100234, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 8, 2021, ISSUE DATE NOVEMBER 17, 2021.

1. RESTRICTIVE COVENANTS: DOCUMENT NOS. 2020038195, 2003113438, 2005084004, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10C. 15 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND 10 FOOT EASEMENT ALONG EACH SIDE LOT LINE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. DECLARENT RESERVES THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED IN AND ON ANY AREAS OWNED BY DECLARENT PIPELINES, CONDUITS, WIRES AND IMPROVEMENTS RELATING TO A PUBLIC UTILITY FUNCTION WITH THE RIGHT OF ACCESS TO THE SAME AT ANY TIME FOR THE PURPOSE OF REPAIR AND MAINTENANCE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

F. BUILDING SETBACK LINES AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

G. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 2309, PAGE 180, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED. H. EASEMENT TO BARTLETT ELECTRIC COOPERATIVE INC., RECORDED IN DOCUMENT NO. 2006016024, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES AS STATED ON PLAT RECORDED IN DOCUMENT NO. 2020038195, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

J. AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE AND ELECTRIC UTILITY EASEMENT TO THIS PROPERTY AS STATED ON PLAT RECORDED IN DOCUMENT NO. 2020038195, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2018005207, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

M. RIGHT OF WAY EASEMENT TO JARRELL-SCHWARTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2018100580, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

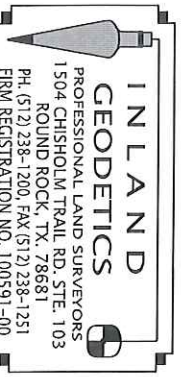
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 27 Feb 2023

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



REV: 02/13/2023



SCALE
1" = 40'

PARCEL PLAT SHOWING PROPERTY OF

CRESCENCIANO ALVARADO and
MARIA A. CASTILLO

PROJECT
COUNTY ROAD 332

COUNTY
WILLIAMSON

PARCEL 2E
0.029 ACRES
1,258 sq. ft.

PAGE 3 OF 3