

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

adam@scrrlaw.com

September 10, 2024

Dear Mr. and Mrs. Helms,

This letter will memorialize the agreement (“Agreement”) between Williamson County, Texas (“County”), and Scott L.I. Helms and Barbara Laura Forbes Helms n/k/a Laura Forbes Glass (“Owner”) to resolve certain issues related to the expansion of Baghdad Road. The parties agree as follows:

1. Upon full approval of this Agreement by the Williamson County Commissioners Court, and in return for Owner’s delivery to County of a fully executed and acknowledged electric easement (“Easement”) in and to a 0.2325-acre and 0.0329-acre tract of land (Parcel 9PEC), free and clear of any monetary liens and such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the total sum of TWENTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-SIX and 69/100 Dollars (\$27,436.69) in cash or other good funds (“Purchase Price”).

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

3. Upon request, 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. The 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 joinder, consent, or subordination required as a condition of the Closing.

4. Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed Project testing, investigation, or construction.

5. To the extent allowed by law, County, its agents, and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to Owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement to expeditiously complete the Closing of the purchase transaction.

6. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

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.

Respectfully,

/s/ Adam H. Hill

Adam H. Hill

SHEETS & CROSSFIELD, P.L.L.C.

Scott L.I. Helms

Scott Helms

(Signature)

Barbara Laura Forbes Helms n/k/a Laura Forbes
Glass

Laura Forbes Glass

(Signature)

Williamson County, Texas

Steven Snell, County Judge

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT 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.

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That **SCOTT L. I. HELMS AND BARBARA LAURA FORBES HELMS N/K/A LAURA FORBES GLASS**, for and in consideration of TEN DOLLARS (\$10.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("Grantee") an easement and right-of-way as hereinafter described for the purpose of one electric distribution line (not to exceed a 14.4 kv powerline) consisting of variable number of wires, and all necessary appurtenances (including poles made of wood, metal or other materials, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Part One:

All of that certain 0.2325-acre (10,129 square foot) tract in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9PEC1**)

Part Two:

All of that certain 0.0329-acre (1,431 square foot) tract in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 9PEC2**)

Together with: (1) the right of ingress and egress over and along the easement and right-of-way and, to the extent reasonably necessary to access or exit the easement and right-of-way to or from the Access Easement and Right of Way between the parties of even date herewith, over Grantor's adjacent lands for the purpose of and with the right to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain and add or remove such electric power and communications lines or other Facilities as the Grantee may from time to time find necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences; (3) the right to relocate its facilities along the same direction of said lines and the right, after obtaining written consent of Grantor, to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; (4) the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto; and (5) the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions placed in the easement and right of way by Grantor or at Grantor's direction as well as the right, which shall not be at Grantor's expense, to prevent the construction of or remove any buildings, structures and obstructions placed in the easement and right-of-way by third parties.

Each entry and exit gate used by Grantee must be securely closed and locked, except when Grantee or its authorized personnel are passing through the gate. Grantor is entitled to place its own lock within the chain on all Grantee-installed gates, provided such locks may not prevent Grantee from accessing the entirety of the Easements.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those activities, excluding terracing, associated with normal agricultural activities) within the easement and right-of-way described herein.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those activities, excluding terracing, associated with normal agricultural activities) that, in the reasonable judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations or other Facilities or remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations or other Facilities. The determination of whether such enumerated activities have such negative effects shall be within the reasonable discretion of the Grantee.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the reasonable judgment of Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's Facilities the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 16 feet wide which will permit Grantee reasonable access to all parts of said land. Should Grantee later determine that a width greater than 16 feet is necessary, then Grantee shall have the right granted above to install additional or wider gates at its sole discretion, but the installation of such additional or wider gates shall be at the sole expense of Grantee.

Grantor retains all right, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) and groundwater in, on, and under the strip or land described herein; provided, however, that Grantor shall not be permitted to drill for oil, gas, and other minerals, and groundwater from and under said strip of land but Grantor may extract oil, gas, and other minerals, and groundwater from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of said strip is not disturbed, which use shall include the right of Grantee to physical and/or lateral support for the Facilities, as well as the right that the Facilities shall not be endangered, obstructed, or interfered with by such operations.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance, addition or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees growing on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

Grantee agrees to contact Grantor at least twenty-four (24) hours before entering Grantor's property for initial construction of the Facilities. Contact should be made by contacting Grantor as follows

By telephone at: 512-876-9363

By Email at: caseyhelms14@yahoo.com

between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

As it relates to Grantee's uses of the easement and right-of-way under this easement, Grantee will exercise reasonable care to prevent fires on the easement and right-of-way or Grantor's adjacent property. Promptly upon the completion of any construction of the Facilities, and any subsequent operations, which shall include but not be limited to reconstruction, relocation (along the centerline of the easement and right-of-way), upgrade, operation, inspection, patrol, maintenance, repair, replacement, Grantee shall restore the surface of the easement and right-of-way as close as reasonably possible to the natural contour of the land and its condition as existed immediately prior to such operations hereunder. Grantee agrees to remove from the property the spoils resulting from digging structure foundations.

Grantee shall not: a) cause any persons other than its employees, service providers, contractors, subcontractors and agents to access the easement and right-of-way; b) smoke, hunt or fish on Grantor's property; c) carry firearms or bring dogs on the easement and right-of-way; and/or d) remove any caliche, water, wood, arrowheads, artifacts and/or any other archeological materials, or any other objects whatsoever belonging to Grantor and situated on Grantor's property.

Except as specifically provided herein, Grantee shall possess, hold, and retain the easement and right-of-way, and all accompanying rights thereto, which are granted in this easement for so long as Grantee uses the easement and right-of-way for the purposes set forth herein. Should the easement and right-of-way cease to be used for the purposes set forth in this easement with Grantee ceasing to exercise all rights granted herein, and such easement and right-of-way is not used for a period of two (2) consecutive years, the easement and right-of-way shall terminate and revert to Grantor. However, if Grantee's failure to use the easement and right-of-way for the purposes set forth herein is caused by force majeure events such as fires, floods, explosions, terrorist acts, storms, government regulations, court orders or judgments or other events beyond Grantee's reasonable control, then in such event, the period of non-use of the easement and right-of-way caused by such event, plus a reasonable time thereafter for restoration of facilities and resumption of use, shall not be considered a part of any period that Grantee did not use the easement and right-of-way for the purposes set forth herein. Grantee agrees to remove all structures, fixtures, equipment, facilities and appurtenances that it has installed on the easement and right-of-way within twenty-four (24) months after the termination of this easement. Thereafter, Grantee shall restore the land to as near the condition existing prior to the original installation thereof as reasonably practical including reseeded. Grantee will not assign this easement and right-of-way to a non-affiliate or non-subsiary of Grantee without first obtaining approval of such assignment from the Public Utility Commission of Texas, if such approval is required. Grantee's assignees shall be bound by the terms of this Easement and Right-of-Way.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 20_____.

[signature page follows]

GRANTOR:

SCOTT L. I. HELMS

Scott Helms

(Signature)

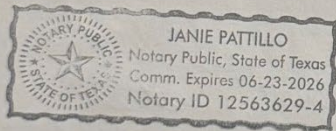
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Scott Helms, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of

October, 2025.



Janie Pattillo

Notary Public in and for
The State of Texas

GRANTOR:

BARBARA LAURA FORBES HELMS N/K/A
LAURA FORBES GLASS

Laura Forbes Glass

(Signature)

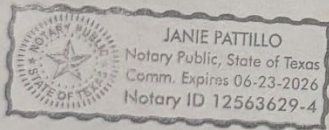
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Laura Forbes Glass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of

October, 2025.



Janie Pattillo
Notary Public in and for
The State of Texas

Please Return to:
Pedernales Electric Cooperative, Inc.
Attn: Planning Department
P.O. Box 2048
Liberty Hill, Texas 78646-173879

EXHIBIT A
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.2325 ACRE (10,129 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CITED 36 ACRE MORE OR LESS IN SPECIAL WARRANTY DEED - EXCHANGE TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2021106873 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (OPR), SAID 36 ACRES BEING OUT OF THE OF THAT CALLED 51.33 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008011186, OPR, SAID 0.2325 ACRE (10,129 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND BETWEEN JUNE 2020 AND DECEMBER 2021, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS, (NOW RETIRED), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 1847 FOREST" found, being the northerly boundary line of said 36 acre tract, same being the southerly boundary line of that called 15.00 acre tract described in a Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262, OPR, thence, South 66°36'12" West, a distance of 460.96 feet to a 1/2 inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 97.88 feet right of Bagdad Road Baseline Station 300+94.32 in the proposed easterly right-of-way line of Bagdad Road (variable width right-of-way), thence with said proposed easterly right-of-way line, South 48°37'23" East, a distance of 90.19 feet to a 1/2 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.71 feet right of Bagdad Road Baseline Station 300+00.00, and South 46°21'00" East, a distance of 150.99 feet to a calculated point 99.07 feet right of Bagdad Road Baseline Station 298+43.33, (Grid Coordinates determined as N=10,208,503.27 E=3,058,413.68), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel.

THENCE, departing said proposed right-of-way line, with said proposed north and east easement line, through the interior of said 36 acre tract, the following six (6) courses:

- 1) **North 41°23'29" East**, for a distance of **13.03 feet**, to a calculated ell corner;
- 2) **South 48°36'31" East**, for a distance of **45.39 feet**, to a calculated ell corner;
- 3) **North 43°38'38" East**, for a distance of **40.19 feet**, to a calculated ell corner;
- 4) **South 46°21'22" East**, for a distance of **10.00 feet**, to a calculated ell corner;
- 5) **South 43°38'38" West**, for a distance of **39.79 feet**, to a calculated ell corner;
- 6) **South 48°43'15" East**, for a distance of **464.48 feet**, to a calculated ell corner, being in the approximate centerline of the South Fork of the San Gabriel River, being in the southerly boundary line of said 36 acre tract, same being the northerly boundary line of that called 81.69 acre tract of land described in General Warranty Deed to Edward and Jennifer Wolf recorded in Document No. 2021036573, OPR, and for the southeasterly corner of the herein described parcel;

County: Williamson
Parcel: 9E
Highway: Bagdad Rd (CR 279)

06/11/2025

Page 2 of 4

7) **THENCE, South 65°11'14" West**, with said approximate centerline of the South Fork of the San Gabriel River, being the common boundary line of said 81.69 acre and said 36 acre tract, for a distance of **21.95 feet**, to a calculated ell corner, for the southwesterly corner of the herein described parcel;

8) **THENCE, North 48°43'15" West**, departing the approximate centerline of said South San Gabriel River, through the interior of said 36 acre tract, for a distance of **338.36 feet**, to a calculated point in said proposed easterly right-of-way line and from which point a 1/2 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being an ell corner in proposed easterly right-of-way line bears South 46°21'00" East, at a distance of 141.15 feet;

9) **THENCE, North 46°21'00" West**, with said proposed easterly right-of-way line, for a distance of **172.80 feet**, to the **POINT OF BEGINNING**, containing 0.2325 acre (10,129 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between the months of June 2020 and December 2021, under the direct supervision of M. Stephen Truesdale, LSLs, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 11th of June, 2025, A.D.

INLAND GEODETICS

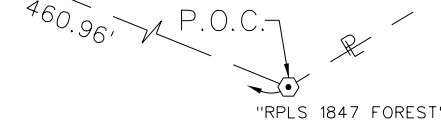
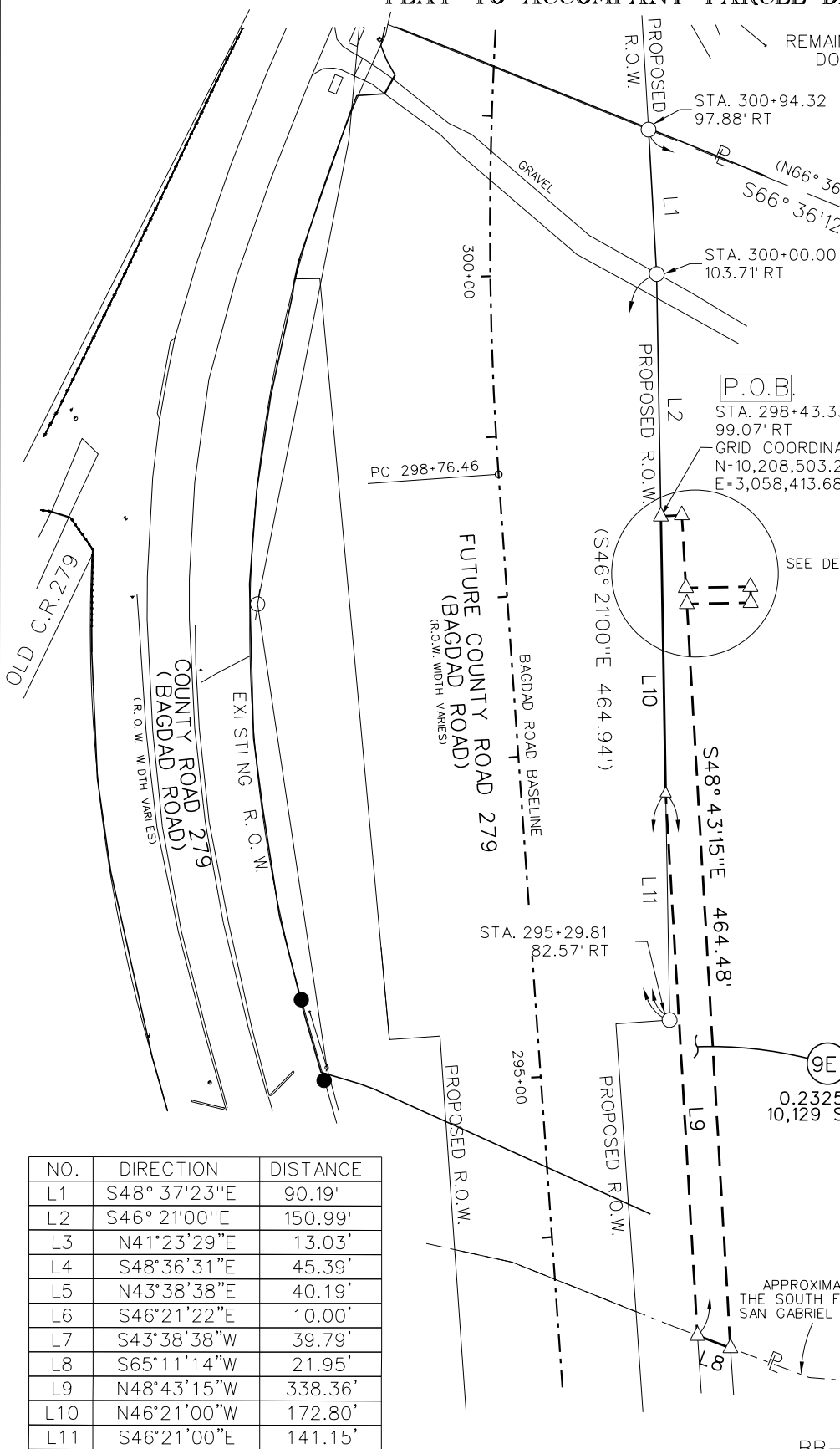
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\5 -Descriptions-Reports\ WILCO-003-PARCEL-9E-DESC.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

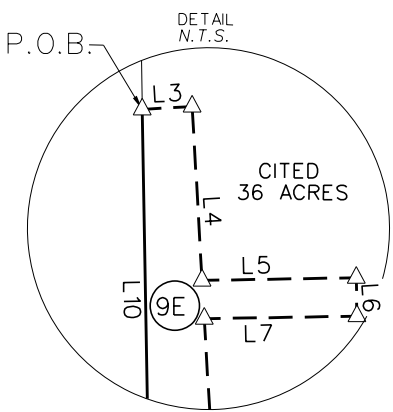
LACIE GENE HALE
REMAINDER OF 15.00 ACRES
DOC. NO. 2015014262
O.P.R.W.C.T.



P.O.B.
STA. 298+43.33
99.07' RT
GRID COORDINATES:
N=10,208,503.27
E=3,058,413.68

HENRY FIELD SURVEY
ABSTRACT No. 233

SCOTT L. I. HELMS
CITED 36 ACRES
DOC. NO. 2021106873
OUT OF 51.33 ACRES
DESCRIBED IN
DOC. NO. 2008011186
O.P.R.W.C.T.



9E
0.2325 AC.
10,129 SQ. FT.

APPROXIMATE Q_L OF
THE SOUTH FORK OF THE
SAN GABRIEL RIVER & P L

EDWARD AND JENNIFER WOLF
81.69 ACRES
DOC. NO. 2021036573
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S48°37'23"E	90.19'
L2	S46°21'00"E	150.99'
L3	N41°23'29"E	13.03'
L4	S48°36'31"E	45.39'
L5	N43°38'38"E	40.19'
L6	S46°21'22"E	10.00'
L7	S43°38'38"W	39.79'
L8	S65°11'14"W	21.95'
L9	N48°43'15"W	338.36'
L10	N46°21'00"W	172.80'
L11	S46°21'00"E	141.15'

02/06/2024
REV: 06/11/2025

BB-001

PARCEL PLAT SHOWING PROPERTY OF
**SCOTT L. I. HELMS &
CHRISTINA A. HELMS**

PARCEL 9E

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD_2020\4 - Drawings\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 9E-HELMS REV1.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP
- △ CALCULATED POINT
- 1/2" IRON ROD W/ ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY" SET
(UNLESS NOTED OTHERWISE)
- ▬ PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165819, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833, AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10(2). AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 105, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

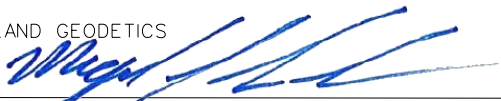
3. A RIGHT-OF-WAY EASEMENT AS DESCRIBED IN VOLUME 632, PAGE 111, VOLUME 642, PAGE 367, VOLUME 642, PAGE 373, VOLUME 642, PAGE 379 AND VOLUME 666, PAGE 410, DEED RECORDS, AND VOLUME 1403, PAGE 334 AND VOLUME 1988, PAGE 638, REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

4. AN ELECTRIC AND TELECOMMUNICATION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037857, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. AN ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2015098961, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 (NOW RETIRED) FROM JUNE 2020 TO DECEMBER 2021.

INLAND GEODETICS



06/11/2025

MIGUEL A. ESCOBAR DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



BB-001

02/06/2024
 REV: 06/11/2025



PARCEL PLAT SHOWING PROPERTY OF
**SCOTT L. I. HELMS &
 CHRISTINA A. HELMS**

PARCEL 9E

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PAGE 4 OF 4

S:\BINKLEY & BARFIELD\BAGDAD ROAD_2020\4 - Drawings\PARCELS\PARCEL_4_ & 9-HELMS\PARCEL_9E-HELMS_REV1.dwg

EXHIBIT B
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.0329 ACRE (1,431 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CITED 36 ACRE TRACT MORE OR LESS IN SPECIAL WARRANTY DEED - EXCHANGE TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2021106873 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (OPR), SAID 36 ACRES BEING OUT OF THAT CALLED 51.33 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008011186, OPR, SAID 0.0329 ACRE (1,431 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND BETWEEN JUNE 2020 AND DECEMBER 2021, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS, (NOW RETIRED), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, 121.60 feet left of Bagdad Road Baseline Station 300+00.00 at the intersection of the proposed westerly right-of-way line of Bagdad Road (variable width right-of-way) and the curving existing easterly right-of-way line of County Road 279 (CR 279) (Bagdad Road) (variable width right-of-way), same being the westerly boundary line of said 36 acre tract, thence with said existing curving easterly right-of-way line, being the westerly line of said 36 acre tract, along a curve to the left, having a delta angle of 13°07'09", a radius of 850.00 feet, an arc length of 194.63 feet and a chord which bears South 37°04'41" East, for a distance of 194.20 feet to calculated point 159.27 feet left of Bagdad Road Baseline Station 298+17.00, (Grid Coordinates determined as N=10,208,290.11 E=3,058,265.43), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, North 43°39'03" East**, departing said existing right-of-way line, through the interior of said 36 acre tract, for a distance of **60.82 feet**, to a calculated point, being in the proposed westerly right-of-way line of Bagdad Road (variable width right-of-way), for the northeast corner of the herein described parcel and from which point a 1/2 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 106.29 feet left of Bagdad Road Baseline Station 300+00.00, being an ell corner in the proposed westerly right-of-way line of said Bagdad Road bears North 50°35'38" West, for a distance of 192.14 feet;
- 2) **THENCE, South 50°35'38" East**, with said proposed westerly right-of-way line, for a distance of **20.06 feet**, to a calculated point for the southeast corner of the herein described parcel and from which point a 1/2 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.43 feet left of Bagdad Road Baseline Station 295+29.81, being an ell corner in the proposed westerly right-of-way line of said Bagdad Road bears South 50°35'38" East, for a distance of 264.00 feet;

THENCE, departing said proposed westerly right-of-way line, through the interior of said 36 acre tract, the following two (2) courses:

- 3) **South 43°39'03" West**, for a distance of **54.23 feet**, to a calculated ell corner;

County: Williamson
Parcel: 9RE
Highway: Bagdad Rd (CR 279)

06/11/2025

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- 4) **South 34°35'11" East**, for a distance of **42.90 feet**, to a calculated point in the curving existing westerly right-of-way line of said Bagdad Road, being the westerly boundary line of said 36 acre tract, on a curve to the right, for an ell corner of the herein described parcel;
- 5) **THENCE**, Along said curve to the right, having a delta angle of **04°10'49"**, a radius of **850.00 feet**, an arc length of **62.02 feet**, and a chord which bears **North 45°43'41" West**, for a distance of **62.00 feet**, to the **POINT OF BEGINNING**, containing 0.0329 acres (1,431 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between the months of June 2020 and December 2021, under the direct supervision of M. Stephen Truesdale, LSLs, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 11th of June, 2025, A.D.

INLAND GEODETICS

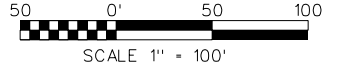
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630



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PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 07'09"	850.00'	194.63'	194.20'	S37° 04'41"E
C2	13° 20'28"	850.00'	197.92'	197.47'	S54° 29'19"E
C3	04° 10'49"	850.00'	62.02'	62.00'	N45° 43'41"W
(C4)	(41° 35'21")	(850.00')	(616.99')	(603.53')	(S39° 57'30"E)



HENRY FIELD SURVEY
ABSTRACT No. 233

P.O.B.

STA. 298+17.00
159.27' LT
GRID COORDINATES:
N=10,208,290.11
E=3,058,265.43

WILLIAMSON COUNTY
1.39 AC.
VOL. 1403, PG. 334
O.R.W.C.T.

SCOTT L. I. HELMS
CITED 36 ACRES
DOC. NO. 2021106873
OUT OF 51.33 ACRES
DESCRIBED IN
DOC. NO. 2008011186
O.P.R.W.C.T.

OLD C.R. 279

COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)

FUTURE COUNTY ROAD 279
(BAGDAD ROAD)

PROPOSED R.O.W.

9RE
0.0329
1,431. FT.

NO.	DIRECTION	DISTANCE
L1	N43° 39'03"E	60.82'
L2	N50° 35'38"W	192.14'
L3	S50° 35'38"E	20.06'
L4	S50° 35'38"E	264.00'
L5	S43° 39'03"W	54.23'
L6	S34° 35'11"E	42.90'

WILLIAMSON COUNTY
VOL. 1403, PG. 331
O.R.W.C.T.

EDWARD AND JENNIFER WOLF
81.69 ACRES
DOC. NO. 2021036573
O.P.R.W.C.T.

APPROXIMATE CL OF
THE SOUTH FORK OF THE
SAN GABRIEL RIVER & P L

02/06/2024
REV: 06/11/2025

BB-001

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS &
CHRISTINA A. HELMS

PARCEL 9RE

**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

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

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S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\4 - Drawings\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 9\PARCEL 9RE-HELMS_REV1.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
- ⊥ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165819, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833, AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10(2). AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 105, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. A RIGHT-OF-WAY EASEMENT AS DESCRIBED IN VOLUME 632, PAGE 111, VOLUME 642, PAGE 367, VOLUME 642, PAGE 373, VOLUME 642, PAGE 379 AND VOLUME 666, PAGE 410, DEED RECORDS, AND VOLUME 1403, PAGE 334 AND VOLUME 1988, PAGE 638, REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

4. AN ELECTRIC AND TELECOMMUNICATION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037857, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. AN ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2015098961, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 (NOW RETIRED) FROM JUNE 2020 TO DECEMBER 2021.

INLAND GEODETICS

Miguel A. Escobar

06/11/2025

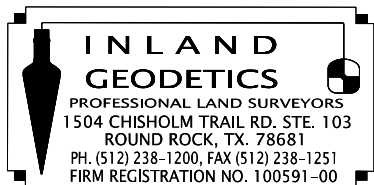
MIGUEL A. ESCOBAR DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



02/06/2024

REV: 06/11/2025

BB-001



PARCEL PLAT SHOWING PROPERTY OF
**SCOTT L. I. HELMS &
 CHRISTINA A. HELMS**

PARCEL 9RE

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

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