

**REAL ESTATE CONTRACT**  
Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KIMBERLY S. KRAUSE AND KELLY L. KRAUSE INDIVIDUALLY AND AS CO-INDEPENDENT EXECUTORS OF THE ESTATE OF CLYDE W. KRAUSE (DECEASED) AND SHIRLEY KRAUSE** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 4.458-acre (194,201 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10**);

All of those certain two tracts of land totaling 0.0131 acre (574 square feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10-PEC (Parts 1-2)**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum

of THREE MILLION TWO HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED TWELVE and 00/100 Dollars (\$3,221,412.00).

2.02. The Purchase Price for the utility easement Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of FOUR THOUSAND THREE HUNDRED AND FIVE and 00/100 Dollars (\$4,305.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A" and deliver to PEC. a duly executed and acknowledged electric easement conveying such interest to all of the Property described in Exhibit "B"; free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C". The Electric Easement shall be in the form as shown in Exhibit "D".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the

Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Seward Junction improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature pages follow]*

**SELLER:**

Kelly L. Krause

Kelly L. Krause, Individually and as  
Co-Independent Executor of the Estate of Clyde W. Krause

4160 Williams Dr

Address

Georgetown Ky. 78628

City/State/Zip

Date: Dec 1, 2025

**SELLER:**

Kimberly S Krause  
Kimberly S. Krause, individually and as  
Co-Independent Executor of the Estate of Clyde W. Krause

450 County Rd 260  
Address

Liberty Hill, TX 78642  
City/State/Zip

Date: 12-1-2025

**SELLER:**

*Shirley Krause*

Shirley Krause

4160 Williams Dr

Address

Georgetown, Tx. 78628

City/State/Zip

Date: Dec 1, 2025

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Name: \_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_

EXHIBIT "A"

Parcel 10  
4.458 Acre Right-of-Way  
B Manlove Survey, Abstract No. 417  
Williamson County, Texas

DESCRIPTION OF PARCEL 10

BEING a 4.458 acre (194,201 square foot) parcel of land out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described 85 acres conveyed to Clyde Krause by General Warranty Deed dated June 1, 1988, as recorded in Volume 1672, Page 391, Official Records, Williamson County, Texas; said 4.458 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being in south line of said 85 acre Krause tract, and a north line of that tract described as 333.295 acres conveyed to PHAU-Eldorado 333, LLC by Special Warranty Deed, as recorded in Document No. 2021174221, Official Public Records, Williamson County, Texas, said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 282+08.63, and having Surface Coordinates of N=10,211,700.93, E=3,074,430.53, from which a 1/2-inch iron rod found bears North 69°21'19" East 2,688.98 feet;

- 1) THENCE, along the south line of said 85 acre Krause tract, and the north line of said 333.295 acre PHAU-Eldorado 333 tract, **South 69°21'19" West 114.57 feet** to a 1/2-inch iron rod found at the southwest corner of said 85 acre Krause tract, and the northwest corner of said 333.295 acre PHAU-Eldorado 333 tract, being in the existing east right-of-way line of CR 260 (varying width right-of-way), from which a mag nail with washer found at the northeast corner of Lot 3, Block B (0.537 of one acre right-of-way reserve), CHV Liberty Hill 29 Addition, a subdivision of record in Document No. 2023059227, Official Public Records, Williamson County, Texas, bears South 66°32'08" West 26.32 feet, and from which a 1/2-inch iron rod found at the northwest corner of said Lot 3, the northeast corner of Lot 2, Block B, in said CHV Liberty Hill 29 Addition subdivision, and the southeast corner of that tract described as 23.77 acres conveyed to Clyde Krause by Deed of Gift, as recorded in Volume 1729, Page 108, Official Records, Williamson County, Texas, being in the existing west right-of-way line of CR 260, bears South 66°26'25" West 30.06 feet;

THENCE, along the west line of said 85 acre Krause tract, and the existing east right-of-way line of CR 260, the following three (3) courses, numbered 2 through 4:

- 2) **North 20°30'13" West 422.72 feet** to a calculated point,
  - 3) **North 24°43'47" West 403.89 feet** to a calculated point, and
  - 4) **North 46°41'06" West 779.38 feet** to a calculated point at the northwest corner of the said 85 acre Krause tract, and the southwest corner of that tract described as 148.96 feet conveyed to AVERYGC, Ltd. by Special Warranty Deed, as recorded in Document No. 2021084579, Official Public Records, Williamson County, Texas;
- 5) THENCE, along the north line of said 85 acre Krause tract, and the south line of said 148.96 acre AVERYGC tract, **North 69°13'26" East 142.71 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 266+46.53, from which a 1/2-inch iron rod with "RJ Surveying" cap found in the north line of said 85 acre Krause tract, being the southeast corner of said 148.96 acre AVERYGC tract, bears North 69°13'26" East 1,566.45 feet;

THENCE, along the proposed east right-of-way line of CR 260, crossing said 85 acre Kraus tract, the following three (3) courses, numbered 6 through 8:

- 6) **South 48°03'34" East 452.29 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 270+98.82,
- 7) with a curve to the right, whose delta angle is **26°16'23"**, radius is **1,075.00 feet**, an arc distance of **492.94 feet**, and the chord of which bears **South 34°55'23" East 488.64 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 275+57.38, and

Parcel 10

- 8) **South 21°47'11" East 651.25 feet** to the POINT OF BEGINNING and containing 4.458 acres (194,201 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

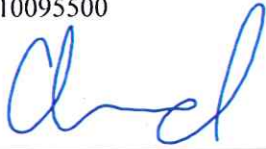
SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



04/25/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\Parcel 10~4.458 Ac\_R3

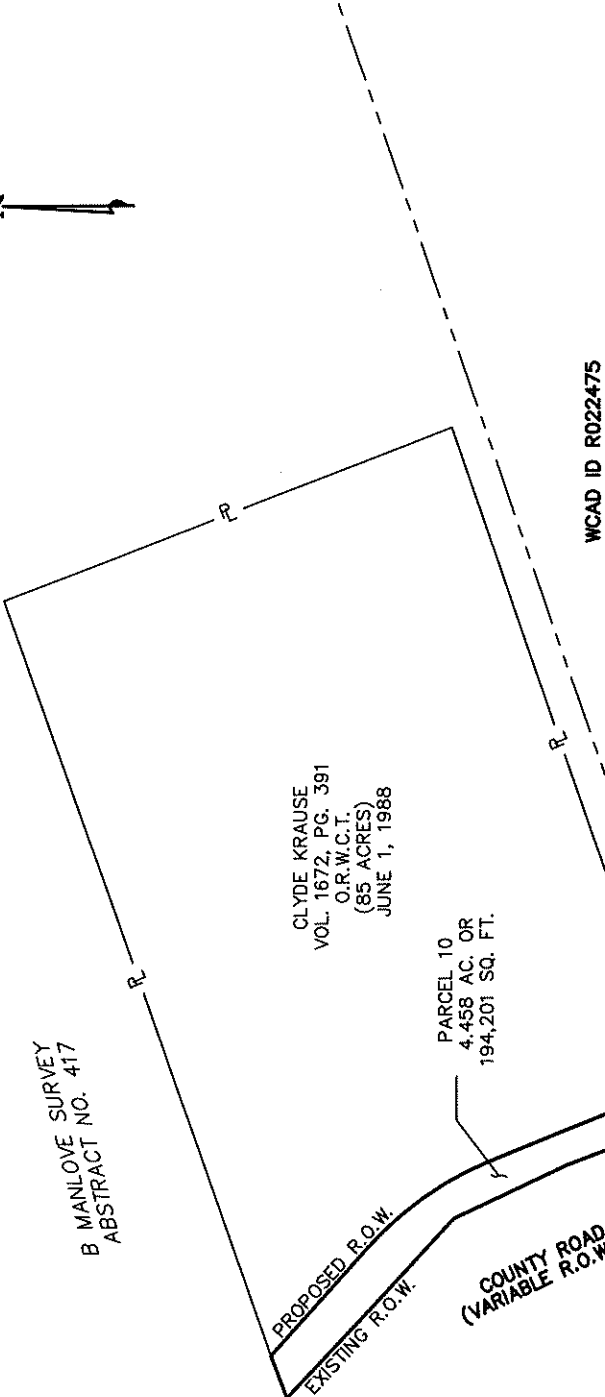
Issued 09/20/2024; Revised 10/16/2024; 04/11/2025; 04/25/2025

WCAD ID R022475

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF  
THE B MANLOVE SURVEY, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

**LEGEND**

- 1/2" IRON ROD FOUND W/  
"RJ SURVEYING" STAMPED CAP  
(UNLESS NOTED)
- 1/2" IRON ROD FOUND
- ▲ MAG NAIL W/ WASHER FOUND
- ⊙ 1/2" IRON ROD WITH CAP  
STAMPED "MCGRAY MCGRAY" SET
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS  
WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS  
WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R PROPERTY LINE
- R.O.W. RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- (....) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- ~ DISTANCE NOT TO SCALE



INSET - NOT TO SCALE

WCAD ID R022475

REVISIONS		
04/25/2025	ADD TITLE COMMITMENT NOTE	
04/11/2025	REVISED SURVEY NAMES	
10/16/2024	UPDATED -- IMPROVEMENTS TO MAP	
AREA TABLE - ACRES (SQUARE FEET)		
WHOLE PROPERTY	ACQUISITION	REMAINDER
85.00 AC. (3,702,600 SF.)	4.458 AC. (194,201 SF.)	80.542 AC. (3,508,399 SF.)

**McGRAY & McGRAY  
LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #100955500

SCALE:	N.T.S.	-
DATE:	04/25/2025	TECH: MM
PROJECT:	23-086	FIELD: -
FIELD BOOK:	-	SHEET: 4 OF 7

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF  
THE B MANLOVE SURVEY, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

B MANLOVE SURVEY  
ABSTRACT NO. 417

CLYDE KRAUSE  
VOL. 1672, PG. 391  
O.P.R.W.C.T.  
(85 ACRES)  
JUNE 1, 1988

PHAU - ELDORADO 333, LLC  
DOC. NO. 2021174221  
O.P.R.W.C.T.  
(333.295 ACRES)  
NOVEMBER 10, 2021

P.O.B. - PARCEL 10  
SURFACE COORDINATE  
N = 10,211,700.93  
E = 3,074,430.53  
STA. 282+08.63  
75.00' LT

SINGLE STORY  
RESIDENCE

S21°47'11"E 651.25'

PARCEL 10  
4.458 AC. OR  
194,201 SQ. FT.

ENGINEER'S BASELINE

N24°43'47"W 403.89'  
(N24°18'00"W)  
EXISTING R.O.W.

N20°30'13"W 422.72'  
(N20°17'00"W 422.67')  
EXISTING R.O.W.

EXISTING R.O.W.

LOT 3, BLOCK "B" - RIGHT OF WAY RESERVE (0.537 ACRES)

450 CR. 260, LLC  
DOC. NO. 2020079791  
O.P.R.W.C.T.  
(23.857 ACRES)  
JULY 17, 2020

CLYDE KRAUSE  
VOL. 1729, PG. 108  
O.R.W.C.T.  
(23.77 ACRES)  
NOVEMBER 10, 1988

CHV LIBERTY HILL 29  
PROPERTY OWNER LLC  
DOC. NO. 2022117399  
O.P.R.W.C.T.  
(42.682 ACRES)  
JULY 20, 2020

LOT 2  
BLOCK B

CHV LIBERTY HILL 29 ADDITION  
DOC. NO. 2023059227  
O.P.R.W.C.T.

LINE TABLE	
LINE#	BEARING DISTANCE
L1	N69°21'19"E 2,688.96'
L2	S66°32'08"W 26.32'
L3	S66°26'25"W 30.06'

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	492.94'	1,075.00'	26°16'23"	S34°55'23"E	488.64'

ENGINEER'S BASELINE US260  
CURVE DATA  
PI NORTHING = 10,211,158.60  
PI EASTING = 3,074,549.45  
PI STATION = 287+57.03  
DELTA = 14° 33' 55" (LT)  
DEGREE OF CURVE = 02° 51' 53"  
TANGENT = 253.41'  
LENGTH = 504.13'  
RADIUS = 2,000.00'  
CHORD BEARING = S 14° 33' 55" E  
CHORD = 502.80'  
PC STATION = 285+04.96  
PT STATION = 290+09.09



SCALE 1" = 100'

NOAH SMITHWICK SURVEY  
ABSTRACT NO. 590

LARRY EVERETT FOUST AND  
MAYDALE FOUST  
VOL. 764, PG. 801  
D.R.W.C.T.  
REMAINDER  
FIRST TRACT  
(107-1/2 ACERS)  
AUGUST 1, 1979

PHAU - ELDORADO 333, LLC  
DOC. NO. 2021174221  
O.P.R.W.C.T.  
(333.295 ACRES)  
NOVEMBER 10, 2021

WCAD ID R022475

**McGRAY & McGRAY  
LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	TECH:	MM
DATE:	04/25/2025	FIELD:	-
PROJECT:	23-086	SHEET:	5 OF 7

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF  
THE B MANLOVE SURVEY, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

CLYDE KRAUSE  
VOL. 1672, PG. 391  
O.P.R.W.C.T.  
(85 ACRES)  
JUNE 1, 1988

SCALE 1" = 100'

AVERYGC, LTD  
DOC. NO. 2021084579  
O.P.R.W.C.T.  
(148.96 ACRES)  
JUNE 4, 2021

STA. 266+46.53  
75.00' LT

N69°13'26"E  
1,566.45'

N69°13'26"E  
142.71'

CLYDE KRAUSE  
VOL. 1672, PG. 391  
O.P.R.W.C.T.  
(85 ACRES)  
JUNE 1, 1988

STA. 270+98.82  
75.00' LT

S48°03'34"E 452.29'

ENGINEER'S BASELINE  
S48°03'34"E 452.20'

N45°41'08"W 719.38'  
(N45°20'00"W 719.50')

COUNTY ROAD NO. 260  
(VARYING R.O.W. WIDTH)

PARCEL 10  
4.458 AC. OR  
194,201 SQ. FT.

450 CR 260, LLC  
DOC. NO. 2020079791  
O.P.R.W.C.T.  
(25.857 ACRES)  
JULY 17, 2020

JOSEPH F. LUCAS  
AND  
MARGARET LUCAS  
DOC. NO. 2015105665  
O.P.R.W.C.T.  
(24.11 ACRES)  
DECEMBER 17, 2015

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	492.94'	1,075.00'	26°16'23"	S34°55'23"E	488.64'

WCAD ID R022475

**MCGRAY & MCGRAY  
LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE, #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	TECH:	MM
DATE:	04/25/2025	FIELD:	-
PROJECT:	23-086	SHEET:	6 OF 7
FIELD BOOK:	-		

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF  
THE B MANLOVE SURVEY, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

**TITLE COMMITMENT NOTE:**

COMMITMENT FOR TITLE INSURANCE PREPARED BY:  
TEXAN TITLE INSURANCE COMPANY  
G.F. NO.: GT2403122  
EFFECTIVE DATE: OCTOBER 23, 2024  
ISSUED: OCTOBER 31, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDINGLY TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS.  
[ ]

- 1.) (DELETED)
- 10.) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
  - c. WATER LINE EASEMENT RECORDED IN VOLUME 821, PAGE 687, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  - d. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 9722324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  - e. TEMPORARY CONSTRUCTION EASEMENT RECORDED IN DOCUMENT NO. 2008630722, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
  - f. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2013071804, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  - g. WASTEWATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2022141558 [DOES NOT AFFECT]

- NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
  2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY G.F. NO. GT2403122, EFFECTIVE DATE OCTOBER 23, 2024.

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER DIRECTION AND SUPERVISION.



*Chris Conrad*

04/25/2025  
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: There is a description to accompany this plat.

REVISED: 04/25/2025  
REVISED: 04/11/2025  
REVISED: 10/16/2024  
ISSUED: 09/20/2024

WCAD ID R022475

**McGRAY & McGRAY  
LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		-
DATE:	04/25/2025	TECH:	MM
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	7 OF 7

EXHIBIT “B”

Parcel 10-PEC  
0.0131 Acre Easement  
B Manlove Survey, Abstract No. 417  
Williamson County, Texas

DESCRIPTION OF PARCEL 10-PEC

BEING a 0.0131 of one acre (574 square foot) easement consisting of two parts out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described 85 acres conveyed to Clyde Krause by General Warranty Deed dated June 1, 1988, as recorded in Volume 1672, Page 391, Official Records, Williamson County, Texas; said 0.0131 of one acre easement being more particularly described in two parts by metes and bounds as follows:

PART 1 0.0062 Ac. (272 Sq. Ft.)

BEGINNING at a calculated point in the proposed east right-of-way line of County Road 260 (CR 260), said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 276+31.90, and having Surface Coordinates of N=10,212,236.46, E=3,074,216.48, from which a 1/2-inch iron rod with “McGray McGray” cap found in the proposed east right-of-way line of CR 260, bears North 21°47'11” West 74.53 feet;

- 1) THENCE, along the north line of this easement, crossing said 85 acre Krause tract, **North 85°19'39” East 20.43 feet** to a calculated point, being 94.53 feet left of Engineer's Baseline Station 276+37.92;
- 2) THENCE, along the east line of this easement, crossing said 85 acre Krause tract, **South 05°09'52” East 14.79 feet** to a calculated point, being 90.30 feet left of Engineer's Baseline Station 276+52.09;
- 3) THENCE, along the south line of this easement, crossing said 85 acre Krause tract, **South 84°20'46” West 15.92 feet** to a calculated point in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 276+47.67;
- 4) THENCE, along the west line of this easement, and the proposed east right-of-way line of CR 260, crossing said 85 acre Krause tract, **North 21°47'11” West 15.76 feet** to the POINT OF BEGINNING and containing 0.0062 of one acre (272 square feet) of land within these metes and bounds.

PART 2 0.0069 Ac. (302 Sq. Ft.)

BEGINNING at a calculated point in the proposed east right-of-way line of CR 260, said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 277+44.94, and having Surface Coordinates of N=10,212,131.50, E=3,074,258.44, from which a 1/2-inch iron rod with "McGray McGray" cap found in the south line of said 85 acre Krause tract, and a north line of that tract described as 333.295 acres conveyed to PHAU-Eldorado 333, LLC by Special Warranty Deed, as recorded in Document No. 2021174221, Official Public Records, Williamson County, Texas, being in the proposed east right-of-way line of CR 260, bears South 21°47'11" East 463.69 feet, and from which a 1/2-inch iron rod found bears North 69°21'19" East 2,688.99 feet;

- 1) THENCE, along the west line of this easement, and the proposed east right-of-way line of CR 260, crossing said 85 acre Krause tract, **North 21°47'11" West 17.72 feet** to a calculated point, being 75.00 feet left of Engineer's Baseline Station 277+27.22;
- 2) THENCE, along the north line of this easement, crossing said 85 acre Krause tract, **North 36°03'41" East 15.44 feet** to a calculated point, being 88.07 feet left of Engineer's Baseline Station 277+19.00;
- 3) THENCE, along the east line of this easement, crossing said 85 acre Krause tract, **South 53°56'19" East 15.00 feet** to a calculated point, being 96.06 feet left of Engineer's Baseline Station 277+31.70;

4) THENCE, along the south line of this easement, crossing said 85 acre Kraus tract, **South 36°03'41" West 24.87 feet** to the POINT OF BEGINNING and containing 0.0069 of one acre (302 square feet) of land within these metes and bounds.

PART 1 0.0062 Ac. 272 Sq. Ft.  
PART 2 0.0069 Ac. 302 Sq. Ft.  
**TOTAL 0.0131 Ac. 574 Sq. Ft.**

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad".

06/04/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\Parcel 10-PEC

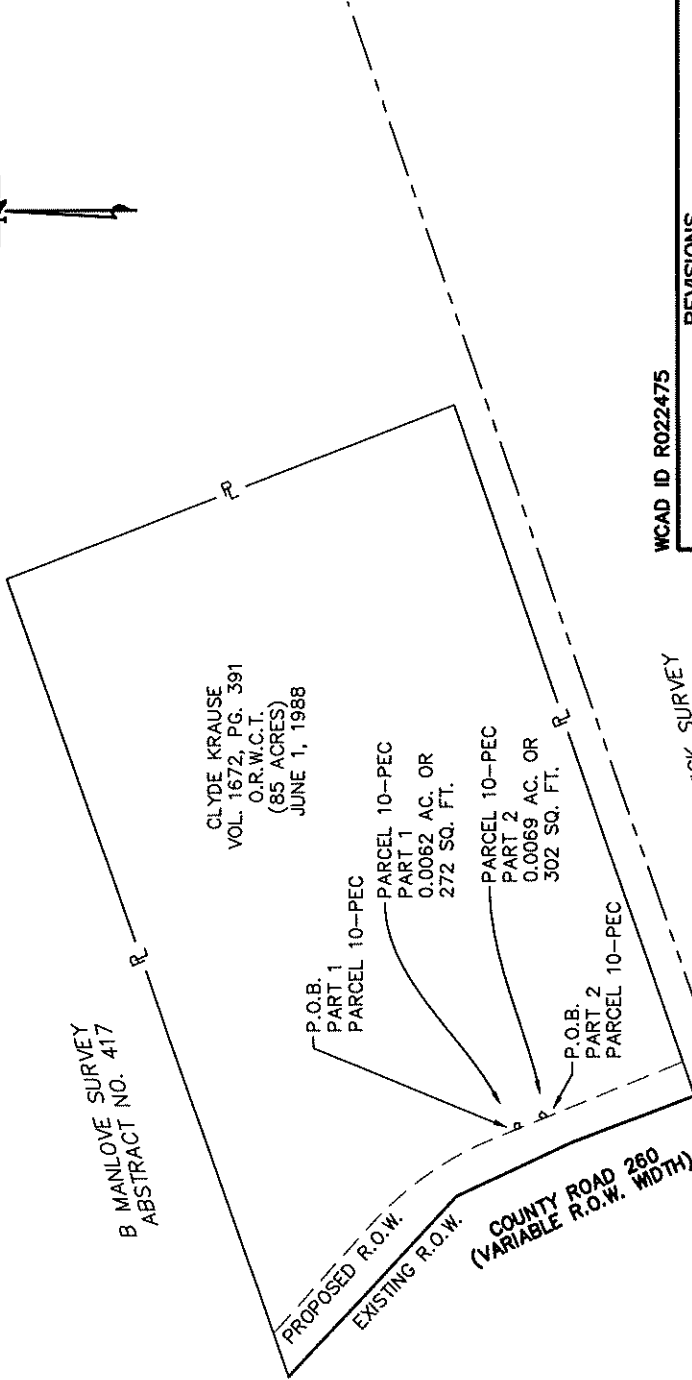
Issued 06/04/2025

WCAD ID R022475

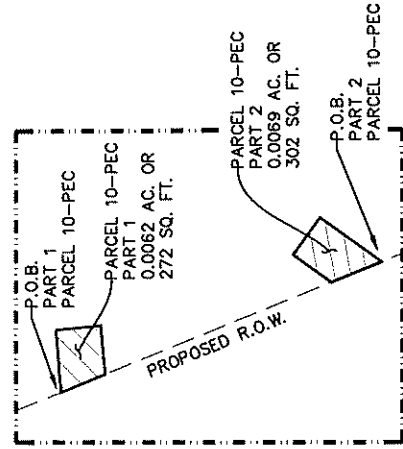
**SURVEY TO ACCOMPANY DESCRIPTION  
OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF  
THE B MANLOVE, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

**LEGEND**

- 1/2" IRON ROD FOUND
- ◐ 1/2" IRON ROD WITH CAP
- ◑ STAMPED "MCGRAY MCGRAY" FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R PROPERTY LINE
- R.O.W. RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- (.....) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- DISTANCE NOT TO SCALE



PROPERTY INSET  
N.T.S.



WCAD ID R022475

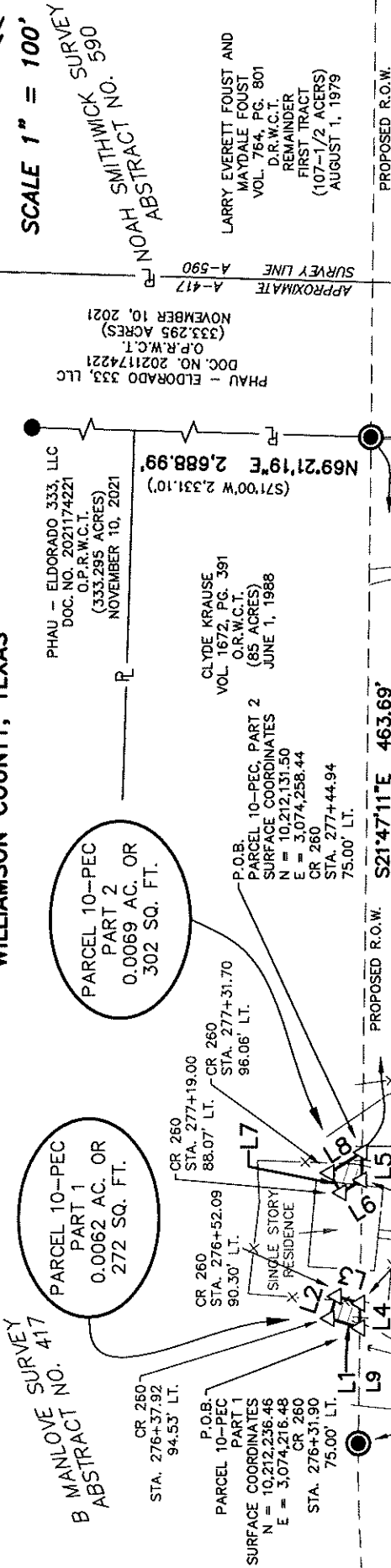
REVISIONS	
-	-
-	-
AREA TABLE - ACRES (SQUARE FEET)	
WHOLE PROPERTY	ACQUISITION
85.00 AC. (3,792,600 SF.)	N/A
	REMAINDER
	80.542 AC. (3,508,399 SF.)

**MCGRAY & MCGRAY  
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		
DATE:	06/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	4 OF 6

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF  
THE B MANLOVE, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**



**SCALE 1" = 100'**

PHAU - ELDORADO 333, LLC  
DOC. NO. 2021174221  
O.P.R.W.C.T.  
(333.295 ACRES)  
NOVEMBER 10, 2021

PARCEL 10-PEC  
PART 1  
0.0062 AC. OR  
272 SQ. FT.

PARCEL 10-PEC  
PART 2  
0.0069 AC. OR  
302 SQ. FT.

CLYDE KRAUSE  
VOL. 1672, PG. 391  
O.R.W.C.T.  
(85 ACRES)  
JUNE 1, 1988

450 CR 260, LLC  
DOC. NO. 2020079791  
O.P.R.W.C.T.  
(23.857 ACRES)  
JULY 17, 2020

CHV LIBERTY HILL 29  
PROPERTY OWNER LLC  
DOC. NO. 2022117399  
O.P.R.W.C.T.  
REMAINDER  
(42.582 ACRES)  
JULY 20, 2020

LARRY EVERETT FOUST AND  
MAYDALE FOUST  
VOL. 764, PG. 801  
D.R.W.C.T.  
REMAINDER  
FIRST TRACT  
(107-1/2 ACERS)  
AUGUST 1, 1979

NOAH SMITHWICK SURVEY  
ABSTRACT NO. 590

PHAU - ELDORADO 333, LLC  
DOC. NO. 2021174221  
O.P.R.W.C.T.  
(333.295 ACRES)  
NOVEMBER 10, 2021

CLYDE KRAUSE  
VOL. 1729, PG. 108  
O.R.W.C.T.  
(23.77 ACRES)  
NOVEMBER 10, 1988

CHV LIBERTY HILL 29  
PROPERTY OWNER LLC  
DOC. NO. 2022117399  
O.P.R.W.C.T.  
REMAINDER  
(42.582 ACRES)  
JULY 20, 2020

LOT 3, BLOCK "B" - RIGHT OF WAY RESERVE (0.537 ACRES)

LOT 2  
BLOCK B

WCAD ID R022475

SCALE: 1" = 100'

DATE: 06/04/2025

PROJECT: 23-086

FIELD BOOK: -

SHEET: 5 OF 6

LINE#	BEARING	DISTANCE
L1	N85°19'39"E	20.43'
L2	S05°09'52"E	14.79'
L3	S84°20'46"W	15.92'
L4	N21°47'11"W	15.76'
L5	N21°47'11"W	17.72'
L6	N36°03'41"E	15.44'
L7	S53°56'19"E	15.00'
L8	S36°03'41"W	24.87'
L9	N21°47'11"W	74.53'

ENGINEER'S BASELINE US260  
CURVE DATA

PI NORTHING = 10,211,158.60  
PI EASTING = 3,074,549.45  
PI STATION = 287+57.03  
DELTA = 14° 33' 55" (L/T)  
DEGREE OF CURVE = 02° 51' 53"  
TANGENT = 253.41'  
LENGTH = 504.13'  
RADIUS = 2,000.00'  
CHORD BEARING = S 14° 33' 55" E  
CHORD = 502.80'  
PC STATION = 285+04.96  
PT STATION = 290+09.09

**SURVEY TO ACCOMPANY DESCRIPTION  
OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF  
THE B MANLOVE, ABSTRACT NO. 417  
WILLIAMSON COUNTY, TEXAS**

**TITLE COMMITMENT NOTE:**

COMMITMENT FOR TITLE INSURANCE PREPARED BY:  
TEXAN TITLE INSURANCE COMPANY  
G.F. NO.: GT2403122  
EFFECTIVE DATE: APRIL 4, 2025  
ISSUED: APRIL 15, 2025

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDINGLY TO THE COMMITMENT FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS.  
[ ]

- 1.) (DELETED)
- 10.) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:  
  - c. WATER LINE EASEMENT RECORDED IN VOLUME 821, PAGE 687, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  - d. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 9722324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  - e. TEMPORARY CONSTRUCTION EASEMENT RECORDED IN DOCUMENT NO. 2008030722, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
  - f. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2013071804, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]
  9. WASTEWATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2022141558 [DOES NOT AFFECT]

NOTES:  
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES.  
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY G.F. NO. GT2403122, EFFECTIVE DATE APRIL 4, 2025.

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER DIRECTION AND SUPERVISION.



06/04/2025  
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: There is a description to accompany this plat.

WCAD ID R022475



**McGRAY & McGRAY  
LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE, #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	TECH:	MM, DL
DATE:	06/04/2025	FIELD:	-
PROJECT:	23-086	SHEET:	6 OF 6
FIELD BOOK:	-		

Exhibit 'C'

Parcel 10

**SPECIAL WARRANTY DEED**  
Seward Junction North Right of Way

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **KIMBERLY S. KRAUSE AND KELLY L. KRAUSE INDIVIDUALLY AND AS CO-INDEPENDENT EXECUTORS OF THE ESTATE OF CLYDE W. KRAUSE (DECEASED) AND SHIRLEY KRAUSE**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 4.458-acre (194,201 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 10);

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

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 Williamson 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.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Kimberly S. Krause, Individually and as  
Co-Independent Executor of the Estate of Clyde W. Krause

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
2025, by Kimberly S. Krause, in the capacity and for the purposes and consideration recited  
therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Kelly L. Krause, Individually and as  
Co-Independent Executor of the Estate of Clyde W. Krause

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
2025, by Kelly L. Krause, in the capacity and for the purposes and consideration recited  
therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Shirley Krause

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
2025, by Shirley Krause, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Exhibit "D"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

That Kimberly S Krause and Kelly L Krause, individually and as Co-Independent Executors of the Estate of Clyde W Krause, deceased and Shirley Krause, for and in consideration of ONE DOLLAR (\$1.00) 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 an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires owned or permitted by Grantee, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All of those certain two tracts of land totaling 0.0131 acre (574 square feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 10-PEC (Parts 1-2))**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

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 \_\_\_\_\_, 2025.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Kimberly S. Krause, Individually and as  
Co-Independent Executor of the Estate of  
Clyde W. Krause

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, on this day personally appeared Kimberly S. Krause, 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 \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**GRANTOR:**

\_\_\_\_\_  
Kelly L. Krause, Individually and as  
Co-Independent Executor of the Estate of  
Clyde W. Krause

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, on this day personally appeared Kelly L. Krause, 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 \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**GRANTOR:**

\_\_\_\_\_  
Shirley Krause

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, on this day personally appeared Shirley Krause, 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 \_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**Please Return to:**