

SALADO-HUTTO 345KV TRANSMISSION LINE
WA # 08T80048

EASEMENT AND RIGHT OF WAY
Tract 3-2

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That, Williamson County, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1601 Bryan St., Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in Williamson County, Texas, more particularly described in Exhibit "A"&"B", attached hereto and made a part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, 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, the right to relocate its facilities along the same general direction of said lines, 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 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.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the

easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

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 sole judgment of the 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 wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. 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 12 feet wide which will permit Grantee reasonable access to all parts of said land.

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 or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow 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.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the

said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this 16th day of September A.D. 2009.

GRANTOR

Williamson County

By: [Signature]

Name: Dan A. Gattis

Title: County Judge

STATE OF TEXAS

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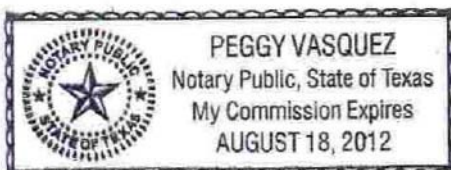
COUNTY OF Williamson

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BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, as the County Judge of Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

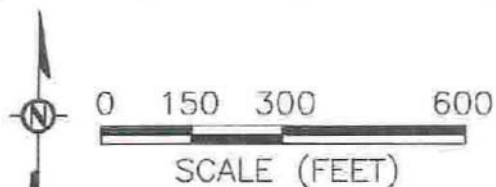
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of September, A. D. 2009.



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

**ONCOR ELECTRIC DELIVERY COMPANY
LAND RECORDS DEPARTMENT
ATTN: LAURA DELAPAZ
115 W. 7TH STREET, SUITE 505
FORT WORTH, TEXAS 76102**



J
DYKES
A-186

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- P.O.B. POINT OF BEGINNING
- O.R.W.Co. TX OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY
DOC# 9707182
O.R.W.Co. TX
122.156 ACRES

TRACT 3/2 - B
118,111 SQ.FT.
2.711 ACRES

R=3963.00
L=770.42
Tan=386.43
Δ=11°08'19"
N68°14'30"E
769.21

TRACT 3/2 - A
41,916 SQ.FT.
0.962 ACRES.

TRACT 3/2 A & B
160,027 SQ.FT.
3.673 ACRES

(3/2)

N68°33'52"E
100.08'

N21°31'18"W
60.65'

N66°34'28"W
137.99'

423.17'
S88°52'31"E

S69°12'01"W
393.00'

P.O.B.
TRACT A

JOHN & CHRISTY NOREN
DOC# 2006080925
O.R.W.Co. TX
10.39 ACRES

(3/3)

CHANDLER RD
(200' R.O.W.)

S69°10'57"W
755.72'

CENTERLINE
OF PROPOSED
TRANSMISSION LINE

FRANCES MARIE
KRUGER
VOL. 491, PG. 547
O.R.W.Co. TX
165.93 ACRES

(3/2)

WILLIAMSON COUNTY
DOC# 9707182
O.R.W.Co. TX
122.156 ACRES

J
DYKES
A-186

(4/1)

P.O.B.
TRACT B

S21°30'08"E
172.38'



NOTE:
PREPARED FROM RECORDS FURNISHED AND A
SURVEY MADE ON THE GROUND DECEMBER, 2008.

BASIS OF BEARING IS NAD 83 TEXAS STATE
PLANE COORDINATES, CENTRAL ZONE.

David L. Ellis 3/18/09
DAVID L. ELLIS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5628
DATE

ONCOR
ELECTRIC
DELIVERY

6477 FM 311
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
PHONE * (830) 228-5446
FAX * (830) 885-2170

SHERWOOD



SURVEYING, L.L.C.

EXHIBIT A
EXHIBIT TO ACCOMPANY FIELDNOTES
VARIABLE WIDTH EASEMENT
BEING A 3.673 ACRE ONCOR ELECTRIC
EASEMENT COMPRISED OF A 0.962 AND A
2.711 ACRE TRACTS OUT OF THAT CERTAIN
122.156 ACRES DESCRIBED IN DOCUMENT
NO. 9707182 OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS.

DATE: 03/17/09

DRAWN BY: BGM

FILE: I:\SURVEY\ 8MS043.dwg

FN NO. TRACT 3/2

PROJECT No.8MS043

3.673 ACRE TRACT
(157,538 Sq. Ft.)
8MS043.DWG

WA # 08T64119
MARCH 03, 2009
JOB NO. 8MS043

EXHIBIT B
FIELDNOTE DESCRIPTION
SALADO-HUTTO 345kV
VARIABLE WIDTH ONCOR ELECTRIC EASEMENT
TRACT 3/2 (A) & (B)

BEING A 3.673 ACRE ELECTRIC EASEMENT SITUATED IN THE J DYKES SURVEY, ABSTRACT NO. 186 WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF 2 TRACTS BEING A 0.962 ACRE (A) AND A 2.711 ACRE (B) TRACTS OUT OF THAT CERTAIN 122.156 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY DESCRIBED IN DOCUMENT NO. 9707182, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.673 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT (A)

BEGINNING, AT A FOUND ½" IRON ROD SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND MARKING A SOUTHWESTERLY CORNER OF SAID 122.156 ACRE TRACT AND **POINT OF BEGINNING** OF THIS EASEMENT:

THENCE, N 66° 34' 28" W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD, A DISTANCE OF 137.99 FEET TO A FOUND ½' IRON ROD SITUATED ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 130 AND MARKING A WESTERLY CORNER OF THIS EASEMENT;

THENCE, N 21° 31' 18" W, ALONG THE COMMON EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 130 AND THE WESTERLY BOUNDARY LINE OF SAID 122.156 ACRE TRACT, A DISTANCE OF 60.65 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF THIS EASEMENT;

THENCE, INTO AND ACROSS SAID 122.156 ACRE TRACT THE FOLLOWING COURSES:

N 68° 33' 52" E, A DISTANCE OF 100.08 FEET TO A POINT MARKING A CORNER OF THIS EASEMENT;

S 88° 52' 31" E, A DISTANCE OF 423.17 FEET TO A POINT SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND MARKING THE SOUTHEASTERLY CORNER OF THIS EASEMENT;

THENCE, S 69° 12' 01" W, ALONG THE COMMON NORTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND THE SOUTHERLY BOUNDARY LINE OF SAID 122.156 ACRE TRACT, A DISTANCE OF 393.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.962 ACRES OF LAND, MORE OR LESS, FOR TRACT (A)

TRACT (B)

BEGINNING, AT A FOUND ½" IRON ROD SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND MARKING A WESTERLY CORNER OF THAT CERTAIN 165.93 ACRE TRACT OF LAND CONVEYED TO FRANCES MARIE KRUGER IN VOLUME 491, PAGE 547, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND MARKING AN EASTERLY CORNER OF SAID 122.156 ACRE TRACT AND **POINT OF BEGINNING** OF THIS EASEMENT:

THENCE, S 21° 30' 08" E, ALONG THE COMMON WESTERLY BOUNDARY LINE OF SAID 165.93 ACRE TRACT AND EASTERLY BOUNDARY LINE OF SAID 122.156 ACRE TRACT, A DISTANCE OF 172.38 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF THIS EASEMENT;

THENCE, ACROSS SAID 122.156 ACRE TRACT THE FOLLOWING COURSES:

S 69° 10' 57" W, A DISTANCE OF 769.35 FEET TO A POINT A CORNER OF THIS EASEMENT;

N 88° 56' 37" W, A DISTANCE OF 14.76 FEET TO A POINT SITUATED ON THE COMMON WESTERLY BOUNDARY LINE OF SAID 122.156 ACRE TRACT AND THE EASTERLY BOUNDARY LINE OF THAT CERTAIN 10.39 ACRE TRACT OF LAND CONVEYED TO JOHN AND CHRISTY NOREN IN DOCUMENT NO. 2006080925, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND MARKING THE SOUTHWESTERLY CORNER OF THIS EASEMENT;

THENCE, N 21° 28' 08" W, ALONG THE COMMON EASTERLY BOUNDARY LINE OF SAID 10.39 ACRE TRACT AND WESTERLY BOUNDARY LINE OF SAID 122.156 ACRE TRACT, A DISTANCE OF 154.25 FEET TO A POINT SITUATED ON THE SOUTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND MARKING THE NORTHWESTERLY CORNER OF THIS EASEMENT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, NORTHEASTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CHANDLER ROAD AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3963.00 FEET, A CENTRAL ANGLE OF 11°08'19", AN ARC LENGTH OF 770.42 FEET, AND A CHORD BEARING: N 68°14'30" E, 769.21 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 2.711 ACRES OF LAND, MORE OR LESS, FOR TRACT (B).

IN ALL A TOTAL OF 3.673 ACRES, BEING THE COMBINED ACRES OF TRACT
(A) AND TRACT (B) MORE OR LESS.

I, DAVID L. ELLIS, A REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS
DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION
AND SUPERVISION.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF
BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

SHERWOOD SURVEYING, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070

REF #1110

DL Ellis 3/18/09
DAVID L. ELLIS DATE
R.P.L.S #5628 STATE OF TEXAS

