

**REAL ESTATE CONTRACT**  
**RM 2338 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (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 0.128 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 13); and

Waterline easement and electric utility easement interest in and to that certain 0.094 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 13UE); and

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 in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price and Additional Compensation**

2.01. The purchase price for the Property shall be the sum of FOURTEEN THOUSAND ONE HUNDRED THIRTEEN and 00/100 Dollars (\$14,113.00).

2.01.1. As additional compensation Purchaser shall pay the amount of FIFTEEN THOUSAND AND EIGHTY FIVE and 00/100 Dollars (\$15,085.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

### **Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price and Additional Compensation shall be payable in cash 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**

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:

(1) 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;

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

The Property herein 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 Texas American Title Company on or before November 30, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District and an electric utility easement to Pedernales Electric Cooperative in and to the Property described in Exhibit "B", free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The electric utility easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to 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
- (3) 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.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. 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, 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.

#### **ARTICLE VI ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VIII 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 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.

## **ARTICLE IX MISCELLANEOUS**

### **Notice**

9.01. 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**

9.02. 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**

9.03. 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**

9.04. 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**

9.05. 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**

9.06. Time is of the essence in this Contract.

#### Gender

9.07. 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

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

#### Compliance

9.09 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

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

#### Counterparts

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

#### Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

*[signature page follows]*

**SELLER:**

James R. Armstrong  
James R. Armstrong

Date: 10/25/09

Address: 7130 F2338  
Georgetown, Tx 78633

Shannon F. Armstrong  
Shannon F. Armstrong sbl

Date: 10-25-09

Address: 7130 FM 2338  
Georgetown, Tx 78633

**PURCHASER:**

County of Williamson

By: Dan A. Gattis  
Dan A. Gattis, County Judge  
Date: 11-04-09

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



EXHIBIT A

County: Williamson  
Parcel No.: 13  
Highway: R.M. 2338  
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.  
To F.M. 3405  
CSJ: 2211-01-023

**LEGAL DESCRIPTION FOR PARCEL 13**

BEING 0.128 of an acre (5,558 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 221.90 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of 426+70.67, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, S 44°59'00" W, 27.13 feet to an iron pin with TxDOT aluminum cap set in the existing Northeast line of RM 2338, for the most southerly corner of the said Lot 2B, being the most westerly corner of the said Lot 3B, for the more southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°03'00" W, 204.92 feet to an iron pin found marking the most westerly corner of the said Lot 2B, being the most southerly corner of the said Lot 1B, for the most westerly corner hereof;

**March 4, 2009**

- 4) THENCE, N 44°59'45" E, 27.12 feet to the Place of Beginning and containing 0.128 of an acre (5,558 Square Feet) of land, more or less.

**This property description is accompanied by a separate parcel plat.**

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

**Access is permitted to the highway facility from the remainder of the abutting property.**

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

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas





PLAT TO ACCOMPANY PARCEL DESCRIPTION

# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊗ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

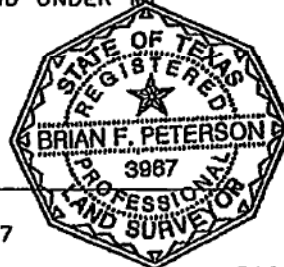
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 MY DIRECTION AND SUPERVISION.

*2/18/09*  
BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
JAMES R ARMSTRONG  
and wife, SHANNON F ARMSTRONG



Texas Department of Transportation  
By Order of the Department of Transportation

SCALE:  
1" = 50'

CSJ #:  
2211-01-023

PROJECT:  
RM 2338

COUNTY:  
WILLIAMSON

PARCEL: 13  
Plot 2 of 2

EXHIBIT "B" (11)

**WATER LINE EASEMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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DATE: \_\_\_\_\_, 2009

GRANTOR: JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG

GRANTOR'S MAILING ADDRESS: \_\_\_\_\_

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249  
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 13E).

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

**Habendum:** To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

**Successors and Assigns:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

\_\_\_\_\_  
James R. Armstrong

\_\_\_\_\_  
Shannon F. Armstrong

**Acknowledgement**

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2009, by James R. Armstrong, in the capacity and for the purposes and consideration recited  
herein.

(Seal and Expiration)

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

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2009, by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited  
herein.

(Seal and Expiration)

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

After recording return to:  
Chisholm Trail Special Utility District  
P.O. Box 249  
Florence, Texas 78727



STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.094 ACRE OF LAND SITUATED IN  
LEWIS P. DYCHES SURVEY  
ABSTRACT 171  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.094 ACRE (4,098 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 2B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 2B, same being the northwest line of Lot 3B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

**THENCE** leaving said southeast line of Lot 2B and said northwest line of Lot 3B, crossing said Lot 2B, with said proposed northeast right-of-way line of R.M. 2338, N45°03'03"W a distance of 204.91 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the northwest line of said Lot 2B, same being the southeast line of Lot 1B, said Birdland Subdivision;

**THENCE** leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 2B and said southeast line of Lot 1B, N44°59'50"E a distance of 20.00 feet;

**THENCE** leaving said northwest line of Lot 2B and said southeast line of Lot 1B, with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, S45°03'03"E a distance of 204.91 feet to a point in said southeast line of Lot 2B and said northwest line of Lot 3B;

THENCE with said southeast line of Lot 2B and said northwest line of Lot 3B, S44°59'01"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.094 acre.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS

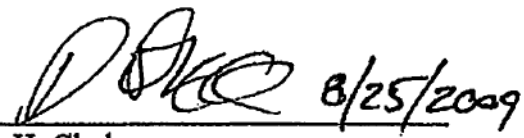
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That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2009, A.D.

Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759

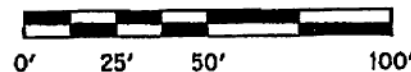


  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(13)-26424.dgn, dated August 25, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



**LEGEND:**  
 1/2" IRON ROD FOUND W/CAP "TX001"  
 CALCULATED POINT  
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX  
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX  
 D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX  
 P.O.B. POINT OF BEGINNING  
 ( ) RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 44° 59' 50" E	20.00'
L2	S 44° 59' 01" W	20.00'
L3	S 44° 59' 50" W	27.12'
L4	S 44° 59' 01" W	27.13'

LOT 1B

BIRDLAND SUBDIVISION  
 CAB. L, SLIDES 27-28  
 P.R.W.C.T.

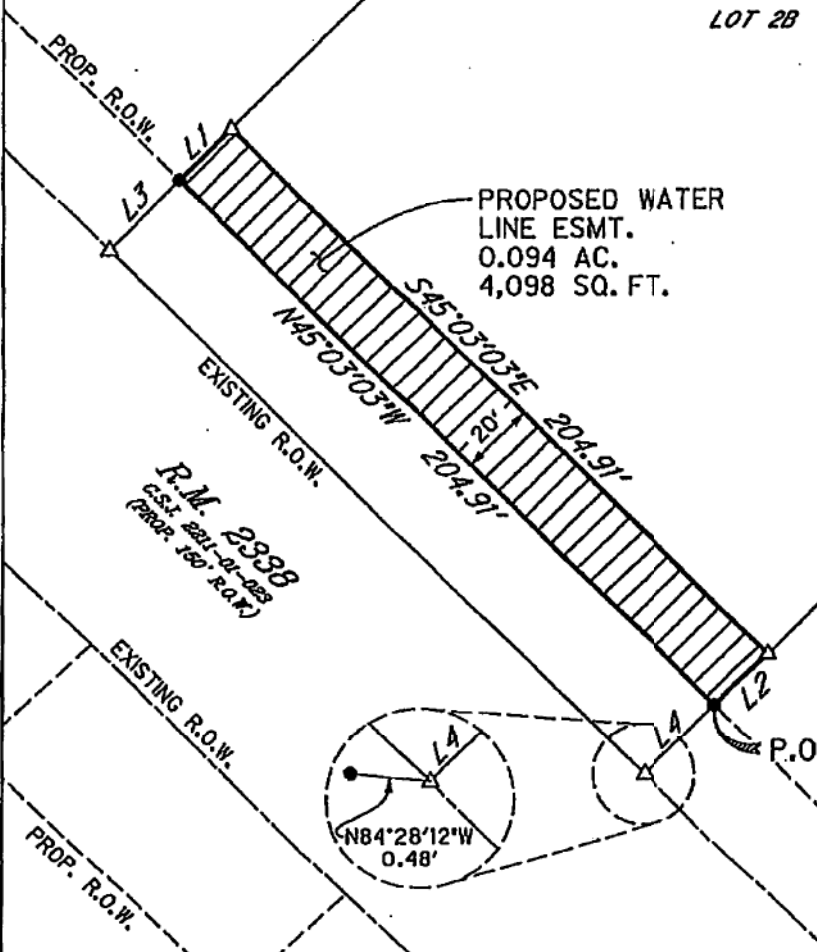
LOT 2B

LOT 3B

LEWIS P. DYCHES SURVEY,  
 ABSTRACT NO. 171

PROPOSED WATER  
 LINE ESMT.  
 0.094 AC.  
 4,098 SQ. FT.

P.O.B.



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
 AUSTIN, TEXAS 78759-6350  
 TEL (512) 252-5104  
 FAX (512) 252-5141

PARCEL 13  
 SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:  
 26424

DATE:  
 8/25/2009

ACCOMPANYING FILE NAME:  
 SV-LD-P13-26424.doc

SKETCH BY:  
 KKH

4,098 SQUARE FEET  
 ~ 0.094 ACRE  
 SITUATED IN THE  
 LEWIS P. DYCHES SURVEY,  
 ABSTRACT NO. 171  
 WILLIAMSON COUNTY, TEXAS

2W, B2200, B=5611, 08

Design

R.M. 2938  
C.S.I. 5611-01-083  
(PROP. 150' R.O.W.)

1:57:14 P:\data\2112\HALFF 1:25000\26424\cadd\survey\5301-15-26424.dgn

8/25/2009

EXHIBIT " B 99 (21)

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

THAT JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 13E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; 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.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[signature page follows]

**GRANTOR:**

\_\_\_\_\_  
James R. Armstrong

\_\_\_\_\_  
Shannon F. Armstrong

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by James R. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

**AFTER RECORDING RETURN TO:**

**EXHIBIT** \_\_\_\_\_

**County:** Williamson  
**Parcel No.:** 13 (U)  
**Highway:** R.M. 2338  
**Limits:** From 0.3 Miles North of Ronald W. Reagan Blvd.  
To F.M. 3405  
**CSJ:** 2211-01-023

**LEGAL DESCRIPTION FOR PARCEL 13 (U) EASEMENT**

BEING 0.094 of an acre (4,098 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 201.90 feet to a point, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 45°03'00" E, 204.91 feet to a point on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, along the Southeast line of the said Lot 2B, being the Northwest line of the said Lot 3B, S 44°59'00" W, 20.00 feet to an iron pin with TxDOT aluminum cap set in the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 3) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 2B, being the Southeast line of the said Lot 1B, for the most westerly corner hereof;





PLA O ACCOMPANY PARCEL DESCRIPTION

S 45° 00' 30" E 204.86'

(S 45° 00' 30" E 204.86')

BIRDLAND SUBDIVISION  
CABINET L, SLIDE 27-28

LEWIS P. DYCHES SURVEY  
Abstract # 171

LOT 1B  
KEVIN MARK HILL and wife,  
ANGELA R. HILL  
9751915

N 44° 59' 45" E 201.90'  
(N 44° 55' 00" E 248.89')

(N 44° 55' 00" E 248.92')  
S 44° 59' 00" W 201.76'

LOT 3B  
FRANK A. ZAMORANO  
and SANDRA ZAMORANO  
and FRANCISCO PALACIOS  
2007093278

LOT 2B  
JAMES R. ARMSTRONG  
and wife, SHANNON F. ARMSTRONG  
2659/427

S 45° 03' 00" E 204.91'

PROPOSED EASEMENT  
0.094 AC  
4,098 Sq. Ft.

N 44° 59' 45" E  
20.00'

S 44° 59' 00" W  
20.00'

N 44° 59' 45" E  
27.12'

N 45° 03' 00" W 204.91'

PROPOSED R.O.W

S 44° 59' 00" W  
27.13'

EXISTING R.O.W

(N 45° 05' 00" W 204.88')

N 45° 03' 00" W 204.92'

RM 2338

EXISTING R.O.W

PROPOSED R.O.W

0 25 50  
SCALE IN FEET

PAGE 13 OF 4

STEEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG  
and wife, SHANNON F. ARMSTRONG

W  
WILLIAMSON  
COUNTY

SCALE:

1" = 50'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 13(U)

PLAT 1 OF 2

## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

### NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 MY DIRECTION AND SUPERVISION.

BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG  
and wife, SHANNON F. ARMSTRONG



SCALE:

1" = 50'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 13(U)  
PLAT 2 OF 2

**EXHIBIT "C"**

**SPECIAL WARRANTY DEED  
RM 2338 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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS,** Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

**WHEREAS,** the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

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

That JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels 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:

All of that certain 0.128 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 13)

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

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 the Texas Department of Transportation 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_  
James R. Armstrong

\_\_\_\_\_  
Shannon F. Armstrong

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by James R. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

TxDOT Right of Way Administrator  
7901 N IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**

**EXHIBIT** A

**County:** Williamson  
**Parcel No.:** 13  
**Highway:** R.M. 2338  
**Limits:** From 0.3 Miles North of Ronald W. Reagan Blvd.  
To F.M. 3405  
**CSJ:** 2211-01-023

**LEGAL DESCRIPTION FOR PARCEL 13**

BEING 0.128 of an acre (5,558 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 221.90 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of 426+70.67, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 45°03'00" E, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, S 44°59'00" W, 27.13 feet to an iron pin with TxDOT aluminum cap set in the existing Northeast line of RM 2338, for the most southerly corner of the said Lot 2B, being the most westerly corner of the said Lot 3B, for the more southerly corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 45°03'00" W, 204.92 feet to an iron pin found marking the most westerly corner of the said Lot 2B, being the most southerly corner of the said Lot 1B, for the most westerly corner hereof;

4) **THENCE, N 44°59'45" E, 27.12 feet to the Place of Beginning and containing 0.128 of an acre (5,558 Square Feet) of land, more or less.**

**This property description is accompanied by a separate parcel plat.**

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

**Access is permitted to the highway facility from the remainder of the abutting property.**

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

**I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.**

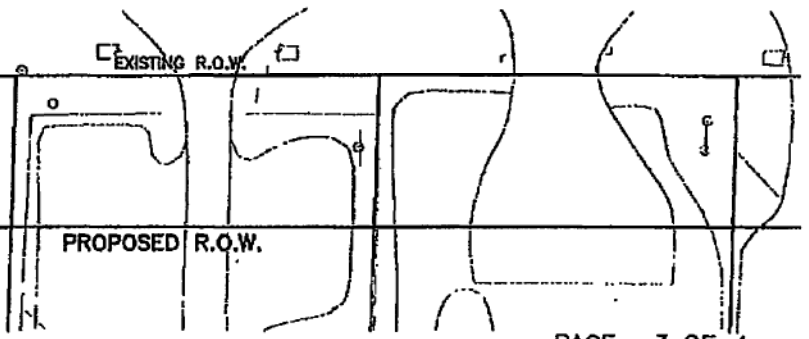
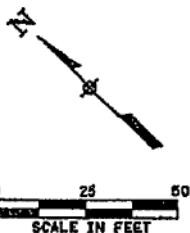
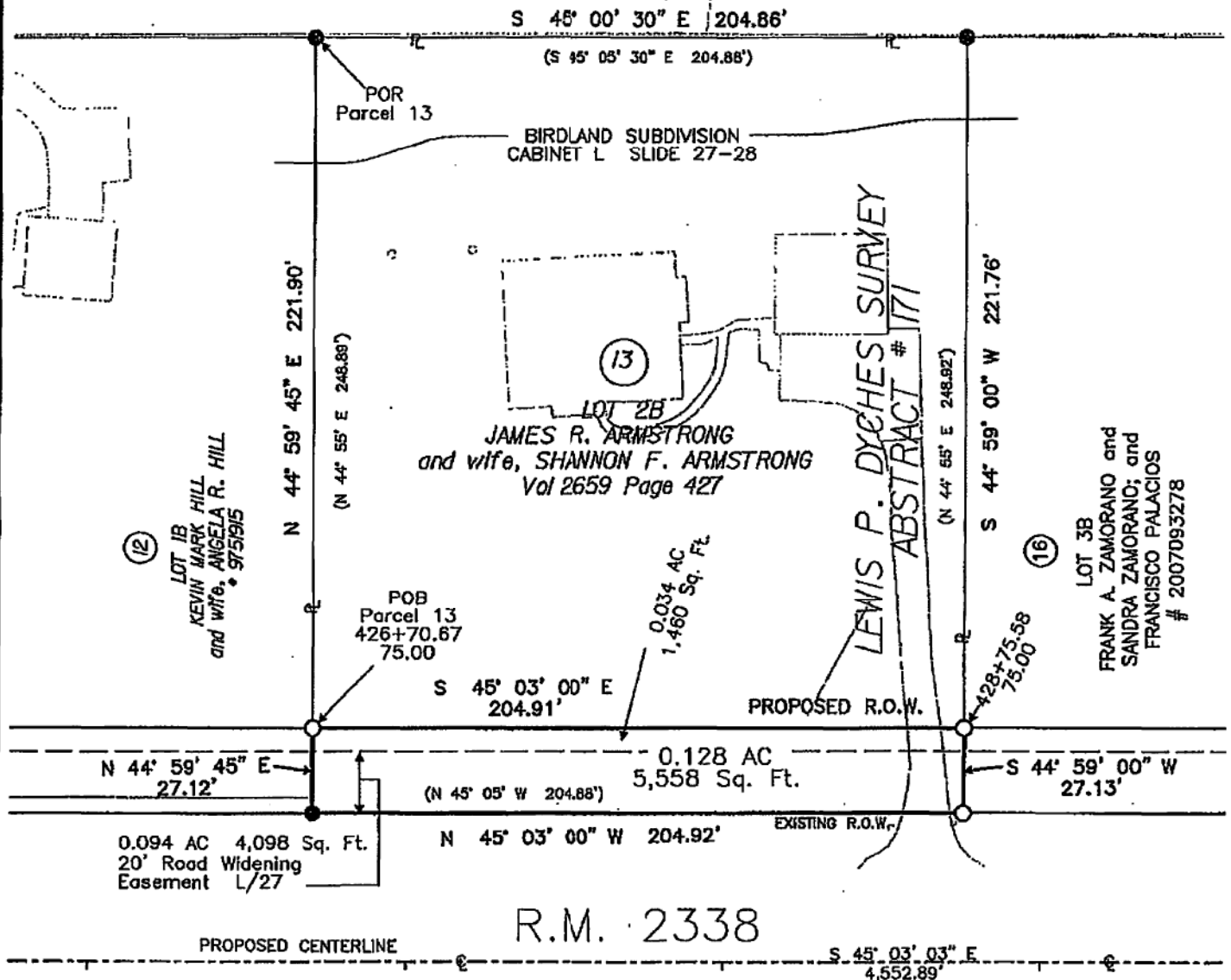
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas





PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGERO BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
 JAMES R ARMSTRONG  
 and wife, SHANNON F ARMSTRONG



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 13 Plat 1 of 2
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊘ CENTER LINE
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

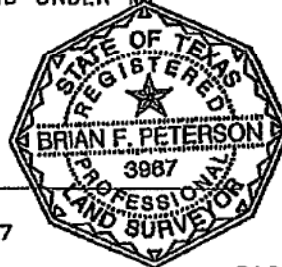
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 MY DIRECTION AND SUPERVISION.

*Brian F. Peterson*  
2/18/09  
BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
JAMES R ARMSTRONG  
and wife, SHANNON F ARMSTRONG



SCALE:  
1" = 50'

CSJ #:  
2211-01-023

PROJECT:  
RM 2338

COUNTY:  
WILLIAMSON

PARCEL: 13  
Plot 2 of 2

## **WATER LINE EASEMENT**

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 13E).

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

**Habendum:** To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

**Successors and Assigns:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

\_\_\_\_\_  
James R. Armstrong

\_\_\_\_\_  
Shannon F. Armstrong

**Acknowledgement**

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by James R. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

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

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

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

After recording return to:  
Chisholm Trail Special Utility District  
P.O. Box 249  
Florence, Texas 78727

STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.094 ACRE OF LAND SITUATED IN  
LEWIS P. DYCHES SURVEY  
ABSTRACT 171  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.094 ACRE (4,098 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 2B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 2B, same being the northwest line of Lot 3B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

**THENCE** leaving said southeast line of Lot 2B and said northwest line of Lot 3B, crossing said Lot 2B, with said proposed northeast right-of-way line of R.M. 2338, N45°03'03"W a distance of 204.91 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the northwest line of said Lot 2B, same being the southeast line of Lot 1B, said Birdland Subdivision;

**THENCE** leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 2B and said southeast line of Lot 1B, N44°59'50"E a distance of 20.00 feet;

**THENCE** leaving said northwest line of Lot 2B and said southeast line of Lot 1B, with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, S45°03'03"E a distance of 204.91 feet to a point in said southeast line of Lot 2B and said northwest line of Lot 3B;

THENCE with said southeast line of Lot 2B and said northwest line of Lot 3B, S44°59'01"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.094 acre.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS


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That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2009, A.D.

Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759



 8/25/2009  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(13)-26424.dgn, dated August 25, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



GRAPHIC SCALE 1"=50'

0' 25' 50' 100'

## LEGEND:

1/2" IRON ROD FOUND W/CAP "TX001"  
 CALCULATED POINT  
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX  
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX  
 D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX  
 P.O.B. POINT OF BEGINNING  
 ( ) RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 44° 59' 50" E	20.00'
L2	S 44° 59' 01" W	20.00'
L3	S 44° 59' 50" W	27.12'
L4	S 44° 59' 01" W	27.13'

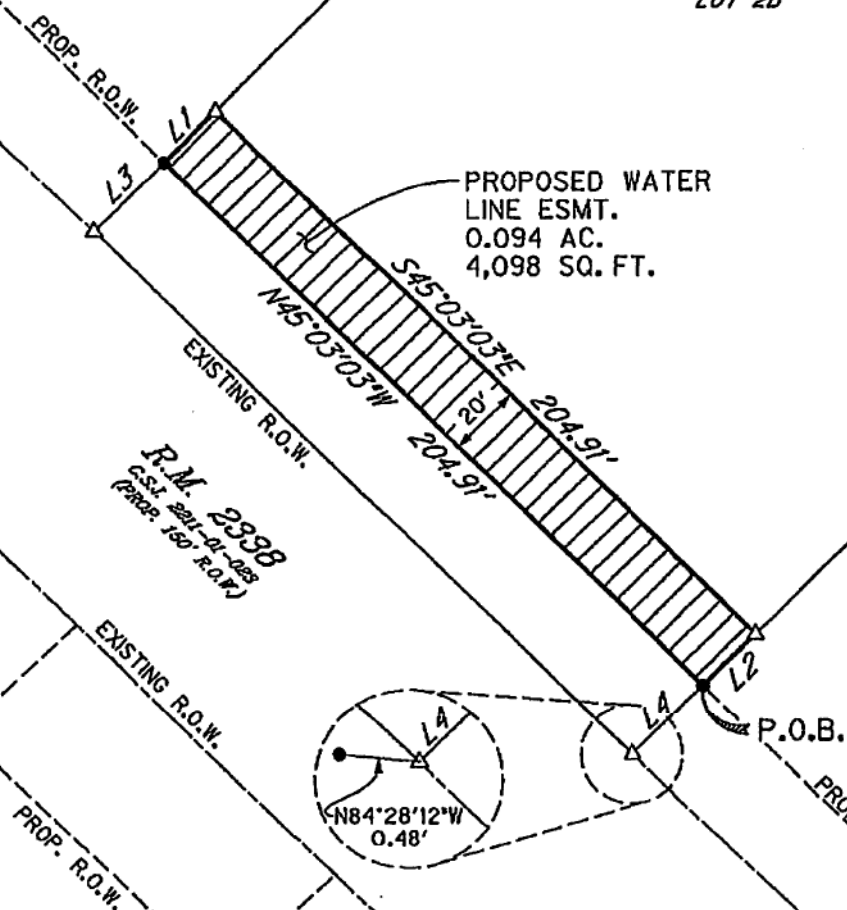
LOT 1B

BIRDLAND SUBDIVISION  
 CAB. L, SLIDES 27-28  
 P.R.W.C.T.

LOT 2B

LOT 3B

LEWIS P. DYCHES SURVEY,  
 ABSTRACT NO. 171



**HALFF**  
 4030 WEST BRAKER LANE, SUITE 450  
 AUSTIN, TEXAS 78759-5356  
 TEL (512) 262-8181  
 FAX (512) 262-8141

PARCEL 13  
 SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:  
 26424

DATE:  
 8/25/2009

ACCOMPANYING FILE NAME:  
 SV-LD-P13-26424.doc

SKETCH BY:  
 KKH

4,098 SQUARE FEET  
 ~ 0.094 ACRE  
 SITUATED IN THE  
 LEWIS P. DYCHES SURVEY,  
 ABSTRACT NO. 171  
 WILLIAMSON COUNTY, TEXAS

201000\_B-5x11.plt

Design

1:57:14 P:\4021\26424\26424.dwg  
 1:57:14 P:\4021\26424\26424.dwg  
 1:57:14 P:\4021\26424\26424.dwg

8/25/2009

EXHIBIT "E"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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THAT JAMES R. ARMSTRONG and SHANNON F. ARMSTRONG, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.094 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 13E).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; 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.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[signature page follows]

**GRANTOR:**

\_\_\_\_\_  
James R. Armstrong

\_\_\_\_\_  
Shannon F. Armstrong

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by James R. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

STATE OF TEXAS

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§

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Shannon F. Armstrong, in the capacity and for the purposes and consideration recited therein.

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

AFTER RECORDING RETURN TO:

**EXHIBIT** \_\_\_\_\_

**County:** Williamson  
**Parcel No.:** 13 (U)  
**Highway:** R.M. 2338  
**Limits:** From 0.3 Miles North of Ronald W. Reagan Blvd.  
To F.M. 3405  
**CSJ:** 2211-01-023

**LEGAL DESCRIPTION FOR PARCEL 13 (U) EASEMENT**

BEING 0.094 of an acre (4,098 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above-referenced Lot 2B, being the most easterly corner of Lot 1B of the said Birdland Subdivision, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded as Document No. 9751915 of the Official Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2B being the Southeast line of the said Lot 1B, S 44°59'45" W, 201.90 feet to a point, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 45°03'00" E, 204.91 feet to a point on the Southeast line of the said Lot 2B, being the Northwest line of Lot 3B of the said Birdland Subdivision, said Lot 3B having been conveyed to Frank A. Zamorano and Sandra Zamorano and Francisco Palacios by deed recorded as Document No. 2007093278 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 2) THENCE, along the Southeast line of the said Lot 2B, being the Northwest line of the said Lot 3B, S 44°59'00" W, 20.00 feet to an iron pin with TxDOT aluminum cap set in the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 3) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 204.91 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 2B, being the Southeast line of the said Lot 1B, for the most westerly corner hereof;

- 4) THENCE, N 44°59'45" E, 20.00 feet to the Place of Beginning and containing 0.094 of an acre (4,098 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

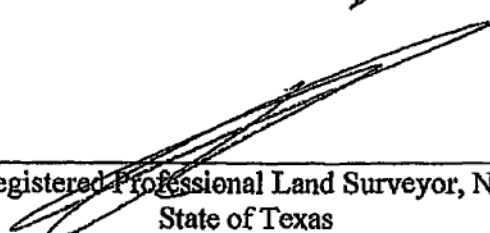
STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

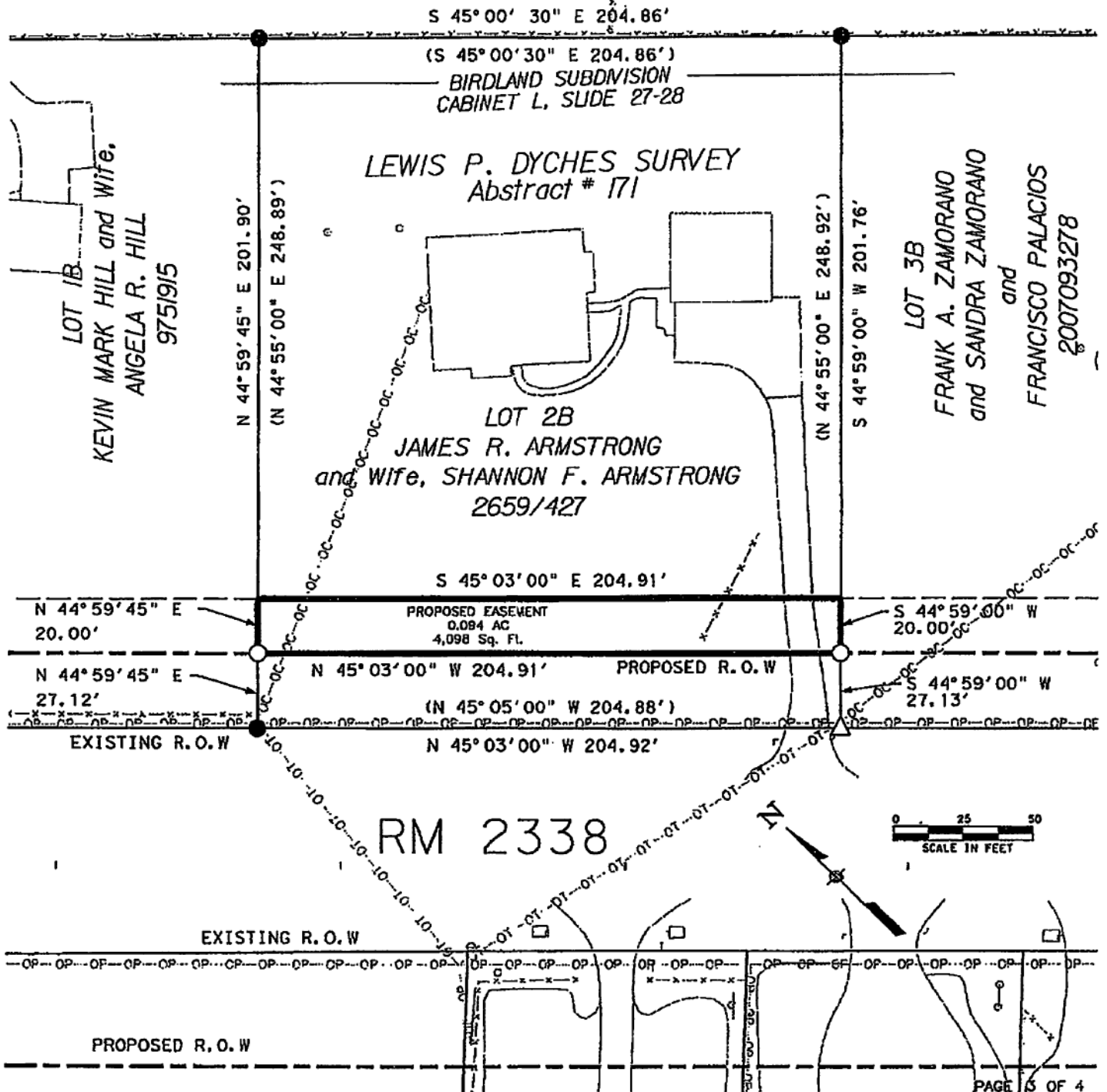
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 23rd day of April, 2009, A.D.

  
\_\_\_\_\_  
Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas



20863 PARCEL 13 Easement.doc

PLA O ACCOMPANY PARCEL DESCRIPTION



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG  
and wife, SHANNON F. ARMSTRONG



SCALE:

1" = 50'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 13(U)

PLAT 1 OF 2

# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊗ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 MY DIRECTION AND SUPERVISION.

BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

JAMES R. ARMSTRONG  
and wife, SHANNON F. ARMSTRONG



SCALE:

1" = 50'

CSJ:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 13(U)

PLAT 2 OF 2