

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SCOTT R. WOOD AND SHANNON L. WOOD, (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:

Electric easement interest in and across all of that certain 0.033 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 129E--PEC); and

Electric transmission line easement interest in and across all of that certain 0.212 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "B", attached hereto and incorporated herein (Parcel 129E-LCRA); and

Waterline utility easement interest in and to all of that certain 0.062 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 129WE--COG);

### **ARTICLE II PURCHASE PRICE**

#### Purchase Price

2.01 The purchase price for the easement interests in the Property described in Exhibit "A" (PEC) shall be the sum of NINE HUNDRED SIXTY SEVEN and 00/100 Dollars (\$967.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibit "B" (LCRA) shall be the sum of TWENTY TWO THOUSAND AND TWENTY THREE and 00/100 Dollars (\$22,023.00).

2.01.2 The purchase price for the easement interests in the Property described in Exhibit "C" (COG) shall be the sum of FIVE THOUSAND NINE HUNDRED AND SIXTY and 00/100 Dollars (\$5,960.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of **\$28,950**.

#### Payment of Purchase Price

2.02. The Purchase Price 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 December 31, 2010, 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 Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "A", deliver to the Lower Colorado River Authority a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "B", and deliver to the City of Georgetown a duly executed and acknowledged Waterline Utility Easement and Temporary Construction Easement conveying such interests in and to the property described in Exhibit "C", all free and clear of any and all 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.

The PEC electric easement shall be in the form as shown in Exhibit "D" attached hereto. The Lower Colorado River Authority Electric Transmission Line Easement shall be in the form as shown in Exhibit "E" attached hereto. The form of the City of Georgetown Waterline Easement shall be determined by agreement between the parties prior to closing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Grantee's favor in the full amount of the purchase price, insuring Grantee's property interest in and 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
  - (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."
- (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.

#### 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  
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 Commissioner's Court, which date is indicated beneath the 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 may be considered effective as originals for purposes of this Contract.

**SELLER:**

By: \_\_\_\_\_  
Scott R. Wood

Address: \_\_\_\_\_  
\_\_\_\_\_

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


By: \_\_\_\_\_  
Shannon L. Wood

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**PURCHASER:**

COUNTY OF WILLIAMSON

By:   
Dan A. Gattis, County Judge  
Date: 12-16-10

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.033 ACRE (1,442 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 624, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 64.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD & SHANNON L. WOOD, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.033 ACRE (1,442 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being in the southerly boundary line of a 49.45 acre tract (Tract 2) of land conveyed to APW Corp., by Instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of said 64.3 acre tract, for the northwest corner and the POINT OF BEGINNING of the herein described tract;

- 1) THENCE, departing the proposed easterly right-of-way line of said SH 195, with the common boundary line of said 49.45 acre tract and said 64.3 acre tract, N 47°10'41" E for a distance of 16.20 feet to a calculated point, for the northeast corner of the herein described tract;
- 2) THENCE, departing said common boundary line, and through the interior of said 64.3 acre tract, S 33°30'36" E for a distance of 99.24 feet to a calculated point, being in the northerly boundary line of a 25.16 acre tract of land conveyed to Kip R. Fouchek, by Instrument recorded in Document No. 2004055191 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said 64.3 acre tract, for the southeast corner of the herein described tract;
- 3) THENCE, with the common boundary line of said 25.16 acre tract and said 64.3 acre tract, S 70°14'34" W for a distance of 16.44 feet to an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of said SH 195, being the southwest corner of the herein described tract;
- 4) THENCE, with the proposed easterly right-of-way line of said SH 195, N 33°30'36" W for a distance of 93.11 feet to the POINT OF BEGINNING, containing 0.033 acres (1,442 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify 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 under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

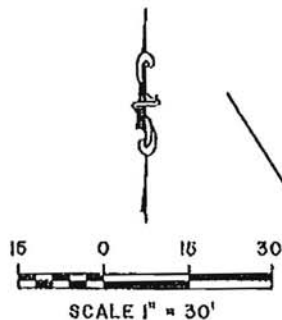
*7 July 2010*  
Date

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1604 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
	CALCULATED POINT
	IRON ROD FOUND WITH TXDOT ALUMINUM CAP
	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	

### NOTES:

- 1) 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 OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

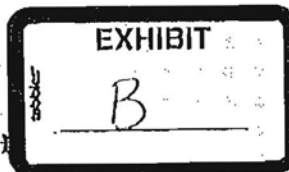
*M. Stephen Truesdale* 7 Feb 2010  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

SCOTT R. WOOD &  
SHANNON L. WOOD  
0.033 ACRES  
1,442 SQUARE FEET

WILLIAMSON COUNTY, TEXAS  
W. ROBERTS SURVEY, ABSTRACT NO. 524  
LOWER COLORADO RIVER AUTHORITY



0.212 ACRE  
PAGE 1 OF 3

DESCRIPTION FOR A 0.212 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 54.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD AND WIFE, SHANNON L. WOOD BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.212 ACRE TRACT CONTAINING A 0.047 ACRE PORTION OF A 0.168 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9800449 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.212 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2" iron rod with aluminum cap (Grid Coordinates Northing 10233493.27 U.S. ft. Easting 3136273.19 U.S. ft.) on the southeasterly line of said 54.3 acre tract, same being on the proposed northeast right-of-way line of SH 195 (R.O.W. width varies), also being on the northwesterly line of a 25.16 acre tract of land conveyed to Pouchek Development, Ltd. by instrument recorded in Document No. 2006038708 of the Official Public Records of Williamson County, Texas;

THENCE N70°14'34"E, departing the proposed northeast right-of-way line of SH 195, with the common line of said 54.3 acre tract and said 25.16 acre tract, a distance of 15.44 feet to a calculated point for the POINT OF BEGINNING (Grid Coordinates Northing 10233498.49 U.S. ft. Easting 3136287.72 U.S. ft.);

THENCE N33°30'35"W, departing the common line of said 54.3 acre tract and said 25.16 acre tract and through said 54.3 acre tract, a distance of 99.24 feet to a point on the northwesterly line of said 54.3 acre tract, same being on the southeasterly line of a 49.45 acre tract of land conveyed to APW Corporation as Tract 2 by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, from which a found 1/2" iron rod with aluminum cap on the common line of said 54.3 acre tract and said 49.45 acre tract, same being on the proposed northeast right-of-way line of SH 195, bears S47°10'41"W, a distance of 15.20 feet;

THENCE N47°10'41"E, with the common line of said 54.3 acre tract and said 49.45 acre tract, a distance of 81.07 feet to a point, from which an found iron rod on the common line of said 54.3 acre tract and said 49.45 acre tract bears N47°10'41"E, a distance of 236.05 feet;

THENCE S33°30'35"E, departing the common line of said 54.3 acre tract and said 49.45 acre tract and through said 54.3 acre tract, a distance of 131.94 feet to a point on the southeasterly line of said 54.3 acre tract, same being the northwesterly line of said 25.16 acre tract, from which an angle point in the common line of said 54.3 acre tract and said 25.16 acre tract bears N70°14'34"E, a distance of 714.40 feet;

WILLIAMSON COUNTY, TEXAS  
W. ROBERTS SURVEY, ABSTRACT NO. 524  
LOWER COLORADO RIVER AUTHORITY

0.212 ACRE  
PAGE 2 OF 3

THENCE S70°14'34"W, with the common line of said 54.3 acre tract and said 25.16 acre tract, a distance of 82.36 feet to the POINT OF BEGINNING hereof, and containing 0.212 acre of land within the bearing and distance calls contained herein.

BEARING BASIS: Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the month of June 2009

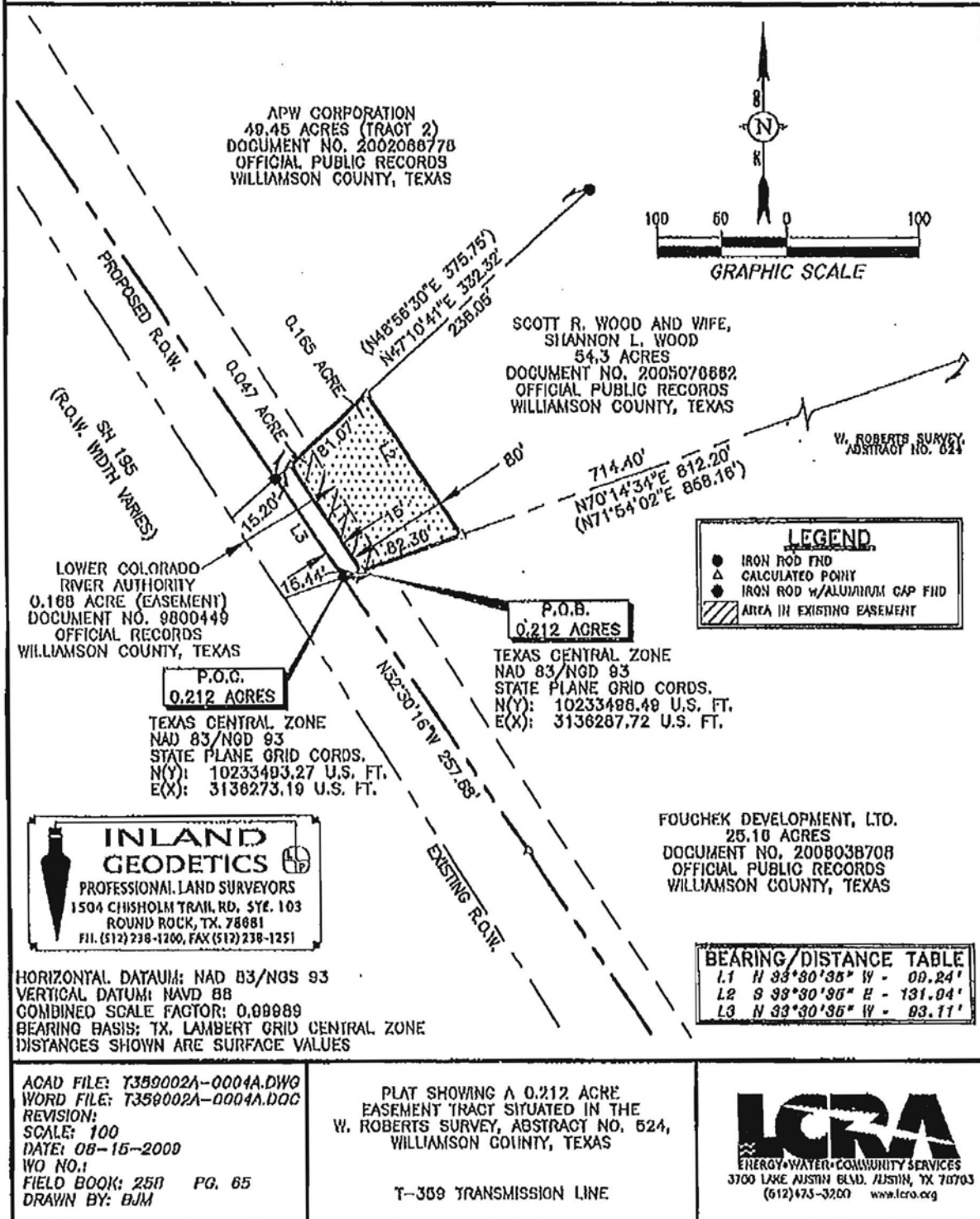
*M. Stephen Truesdale*

*5 AUG 09*

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road, Suite 103  
Round Rock, Texas 78681  
Phone: (512) 238-1200 Fax: (512) 238-1251

Date:  
WORD FILE: T359002A-0004A.DOC  
ACAD FILE: T359002A-0004A.DWG





PARCEL A23  
ROW PARCEL 129

EXHIBIT

C

Page 1 of 3

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.062 ACRE (2,721 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 54.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD & SPOUSE SHANNON L. WOOD BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.062 ACRE (2,721 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of that 49.45 acre tract of land conveyed to APW Corporation, by Instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, and from which an Iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way of State Highway 196 (right-of-way width varies), bears S 47°10'41" W for a distance of 96.27 feet;

- 1) THENCE, with the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of said 49.45 acre tract, N 47°10'41" E for a distance of 20.27 feet to a calculated point for the northeast corner of the herein described tract, and from which a 1/2" Iron rod found, being an angle point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of said 54.3 acre tract, bears N 47°10'41" E for a distance of 216.78 feet;
- 2) THENCE, departing the southerly boundary line of said 49.45 acre tract, through the interior of said 54.3 acre tract, S 33°30'35" E for a distance of 140.12 feet to a calculated point, being the southerly boundary line of said 54.3 acre tract, same being the northerly boundary line of that 25.16 acre tract of land conveyed to Fouchek Development, Ltd., by Instrument recorded in Document No. 2006038708 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract;
- 3) THENCE, with the southerly boundary line of said 54.3 acre tract, same being the northerly boundary line of said 25.16 acre tract, S 70°14'34" W for a distance of 20.89 feet to a calculated point for the southwest corner of the herein described tract, and from which an Iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way of said State Highway 196, bears S 70°14'34" W for a distance of 97.80 feet;
- 4) THENCE, departing the northerly boundary line of said 25.16 acre tract, through the interior of said 54.3 acre tract, N 33°30'35" W for a distance of 131.94 feet to the POINT OF BEGINNING, containing 0.062 acres (2,721 square feet) of land, more or less.

NOTE: There is also a 25.00 foot wide Temporary Construction Easement east of, adjacent to and parallel with Course two (2) of the above description and as shown on the accompanying Parcel Plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify 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 under my direction and supervision.

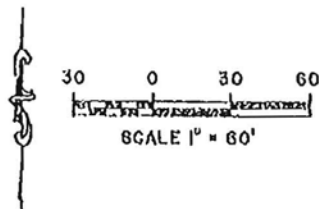
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1604 Chisholm Trail Road  
Suite 103  
Round Rock, TX 78681  
612-238-1200

22 OCT '09  
Date



# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



WILLIAM ROBERTS SURVEY  
ABSTRACT NO 524

APW CORP.  
(10.43 AC.)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

PROPOSED 25' WIDE  
TEMPORARY CONSTRUCTION  
EASEMENT  
(6,031 SQ. FT.)

SCOTT R. WOOD & SPOUSE  
SHANNON L. WOOD  
(54.3 AC.)  
DOC. NO. 2005076662  
O.P.R.W.C.T.

**A23**  
0.062 ACRES  
2,721 SQ. FT.

FOUCHER  
DEVELOPMENT, LTD.  
(25.6 AC.)  
DOC. NO. 2006038709  
O.P.R.W.C.T.

LEGEND	
⊙	1/2" IRON ROD FND
△	CALCULATED POINT
⊙	IRON ROD FOUND CAPPED
○	IRON ROD FOUND W/ TXDOT ALUMINUM CAP
⊞	TYPE I CONC MARKER FND
—	PROPERTY LINE
—	EDGE OF PAVEMENT
—	OVERHEAD ELECTRIC LINE
—X—	WIRE FENCE
—	GUY ANCHOR
—	POWER POLE
—	SIGN
—	LIGHT POLE
—	PULL BOX
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	
O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS	
D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS	
P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS	

NOTES:  
1) 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 OF 1.00011  
2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW C&J NO. 0440-02-012, PREPARED BY ARCADIS, INC.  
3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 47°10'41" E	20.27'
L2	S 33°30'36" E	140.12'
L3	S 70°14'34" W	20.69'
L4	N 33°30'36" W	131.94'
L5	N 47°10'41" E	215.70'
L6	S 47°10'41" W	86.27'
L7	S 70°14'34" W	87.00'

*M. Stephen Truesdale* 22 OCT 09  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, L.P.  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78661



**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX 78661  
PH. (512) 238-1200, FAX (512) 238-1231

PARCEL A23  
0.062 ACRES  
2,721 SQUARE FEET



**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.**

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

**STATE OF TEXAS** \*

\*

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

**DATE:** \_\_\_\_\_, 2010

**GRANTOR:**

**GRANTOR'S MAILING ADDRESS:**

**GRANTEE: PERDERNALES ELECTRIC COOPERATIVE, INC.**

**GRANTEE'S MAILING ADDRESS:** P.O. Box 220, Austin, Texas 78767

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

**EASEMENT PROPERTY:** A tract of land consisting of 0.033 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

**PROJECT:** An exclusive easement for the construction and operation of an electric transmission line, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and single pole above ground supporting structures made of wood, metal or other materials).

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The EASEMENT PROPERTY, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding,

upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE will require any and all of its contractors to defend, indemnify and hold harmless against any and all claims for bodily injury or damage to the property of any third parties arising out of the use of this Electric Line Easement and Right of Way, and will be responsible for the safety of all its employees, contractors, consultants, invitees and agents who enter onto the Easement Property to the extent allowed by law.

GRANTEE shall have the rights of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PROJECT. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY. Any time the EASEMENT PROPERTY crosses an existing fence, GRANTEE shall install a steel gate containing four-inch (4") cattle panels to prevent pets and livestock from leaving the GRANTOR'S property and shall take all necessary and appropriate measures to insure that GRANTOR'S electrical fencing remains operational. Corner structures and braces shall be constructed of two and seven-eighth inch (2-7/8") schedule 40 steel pipe. Steel posts will be required for inline posts.

GRANTEE shall not materially alter the existing drainage patterns across the EASEMENT PROPERTY or GRANTOR'S adjacent property.

In furtherance of the PROJECT, GRANTEE shall have the following rights. GRANTEE shall have the right to place poles, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. If other access to the EASEMENT PROPERTY is required, GRANTEE shall, except in emergencies, receive the consent of GRANTOR, and such consent shall not be unreasonably withheld.

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof provided, however, that the nominal voltage of the transmission line shall not exceed 345 kV. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY.

GRANTEE shall have the right to conduct archeological, historical, environmental, and other studies on the EASEMENT PROPERTY, and upon written request by the GRANTOR, the GRANTEE shall provide GRANTOR with copies of any such studies within thirty (30) days after completion of such studies. GRANTOR agrees to keep the findings and conclusions of such studies confidential to the degree allowed by law. Any artifacts found in or on the EASEMENT PROPERTY remain the property of GRANTOR.

GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY, which trees, shrubs, structures, buildings or obstructions may endanger or may have the potential to interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. During the construction of the PROJECT, all brush and/or other materials, other than trash and construction spoils, are to be left on the EASEMENT PROPERTY and in no instance shall any such material be placed in any of the waterways located on the EASEMENT PROPERTY or on GRANTOR'S remaining property. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY in any manner that would interfere with GRANTEE'S rights as set forth herein. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electric Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTOR shall retain the title to, and the full use and enjoyment of the EASEMENT PROPERTY, subject only to the rights of GRANTEE of ingress and egress on the EASEMENT PROPERTY and the use of the EASEMENT PROPERTY by GRANTEE for the PROJECT and related purposes set out herein. GRANTOR shall have the right, without implying limitation except as otherwise provided, to cultivate and grow crops, to cultivate gardens, grass and landscaping, to pasture livestock on the EASEMENT PROPERTY, to build fences and corrals, to park cars, trucks and equipment, and to place across the EASEMENT PROPERTY, or on or along the length thereof, roads, streets, underground utilities, pipelines, communication lines, and sidewalks and grant easements for same not inconsistent with the rights granted herein; provided, however, that the height of the grade or any changes in the surface level shall not interfere with the clearance of the transmission line from the ground and the facility built and placed in the EASEMENT PROPERTY shall not interfere with any supporting structure or adversely affect foundations.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the EASEMENT PROPERTY, as nearly as is reasonably possible, to the same condition in which the EASEMENT PROPERTY was found immediately before construction was begun, including that GRANTEE will restore the topography and elevation of the property to the same condition that existed prior to beginning construction of the PROJECT, to the extent possible. GRANTEE also agrees to seed grass in disturbed areas within the affected pastures.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, or under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Electric Line Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR and GRANTEE agree that Texas law governs this Electric Line Easement and Right-of-Way and all obligations of the parties are performable in Williamson County, Texas.

GRANTEE acknowledges that this Electric Line Easement and Right of Way is granted as part of an eminent domain proceeding and that this easement was agreed to in lieu of condemnation.

GRANTOR warrants and shall forever defend this Electric Line Easement and Right-of-Way to GRANTEE subject to the following:

- a. visible and apparent easements not appearing of record;
- b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
- c. 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 Office Public Records of the County in which the Easement Property is located, but only to the extent that said items are still valid and in force and effect at this time.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTORS:

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Scott Wood

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Shannon Wood

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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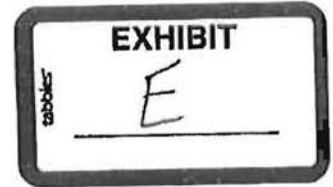
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**COUNTY OF \_\_\_\_\_**

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This instrument was acknowledged before me on \_\_\_\_\_, 2010, by \_\_\_\_\_  
Scott Wood and Shannon Wood, GRANTORS.

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



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.

**EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

Transmission Line No.: T-352  
Easement No.: 13

DATE: \_\_\_\_\_, 2010

GRANTOR: SCOTT R. WOOD and SHANNON L. WOOD

GRANTOR'S MAILING ADDRESS:       P.O. Box 1551  
  Georgetown, Texas 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION

GRANTEE'S MAILING ADDRESS:       P. O. Box 220  
  Austin, Texas 78767

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

EASEMENT PROPERTY: A tract of land consisting of 0.212 acre, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines and/or electric distribution line or lines, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to any of them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it 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 constructing, placing, operating, maintaining,

reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR. GRANTEE shall have the right to use such portion of the property along and adjacent to the Easement and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, or repair of the PROJECT, or any part thereof.

GRANTOR shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the above stated purpose. GRANTEE shall have the right to conduct archeological, historical, environmental, and other studies on the EASEMENT PROPERTY. GRANTEE shall have the right to remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the EASEMENT PROPERTY, which may endanger or may interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. GRANTOR shall not place or construct any habitable structure in or on the EASEMENT PROPERTY. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR'S remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

**GRANTOR:**

\_\_\_\_\_  
Scott R. Wood

\_\_\_\_\_  
Shannon L. Wood

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Scott R. Wood, GRANTOR.

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Shannon L. Wood, GRANTOR.

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

### CONSENT AND JOINDER

JP Morgan Chase Bank, N.A., hereby consents to and joins in the execution of the foregoing grant of that certain Easement and Right-of-Way between LCRA Transmission Services Corporation, a Texas non-profit corporation, and Scott R. Wood and Wife, Shannon L. Wood, by virtue of its rights and interests set forth in that certain (i) General Warranty Deed with First and Second Vendor's Lien, dated as of September 22, 2005, recorded as Document No. 2005076662, (ii) Deed of Trust, dated as of September 22, 2005, recorded as Document No. 2005076663 and (iii) Texas Residential Deed of Trust, dated as of September 22, 2005, recorded as Document No. 2005076664, all in the Official Public Records of Williamson County, Texas; (together "Security Instruments"), and agrees to the granting of the aforesaid Easement and agrees that any sale under foreclosure of such Security Instruments shall be subject to such Easement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

JP Morgan Chase Bank, N.A.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that he or she was the authorized representative of JP Morgan Chase Bank, N.A., and that by said signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**AFTER RECORDING, RETURN TO:**

Lower Colorado River Authority

P. O. Box 220

Austin, Texas 78767-0220

Attn: Regina Thompson