

REAL ESTATE CONTRACT
SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between APW CORP., a Texas corporation, (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 0.891 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 125); and

Drainage easement interest in and across all of that certain 0.087 acre located 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 Exhibits "B", attached hereto and incorporated herein (Parcel 122DE); and

Electric transmission line easement and right of way interest in and across all of those two certain 0.384 acre and 3.184 acre tracts 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 122EE/125EE-LCRA (Parts 1-2)); and

Electric utility easement interest in and across all of that certain 0.651 acre tract of land and 0.039 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 Exhibits "D-E", attached hereto and incorporated herein (Parcel 122EE/125EE--PEC (Parts 1-2))

Waterline utility easement interest in and to all of that certain 0.266 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "F", attached hereto and incorporated herein (Parcel 125WE--COG);

**ARTICLE II
PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01 The purchase price for the fee simple interest in and to the Property described in Exhibit "A" (State of Texas) shall be the sum of ONE HUNDRED TEN THOUSAND AND SIXTY FIVE and 00/100 Dollars (\$110,065.00).

2.01.1 The purchase price for the drainage easement interests in the Property described in Exhibit "B" (State of Texas) shall be the sum of ELEVEN THOUSAND AND TWENTY SEVEN and 00/100 Dollars (\$11,027.00).

2.01.2 The purchase price for the electric transmission easement interests in the Property described in Exhibit "C" (LCRA) shall be the sum of ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED ONE and 00/100 Dollars (\$147,901.00).

2.01.3 The purchase price for the electric easement interests in the Property described in Exhibits "D-E" (PEC) shall be the sum of SEVEN THOUSAND NINE HUNDRED TWENTY FIVE and 00/100 Dollars (\$7,925.00).

2.01.4 The purchase price for the waterline easement interests in the Property described in Exhibit "F" (COGT) shall be the sum of TWENTY THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars (\$20,160.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of **\$297,048.00**. Pursuant to the terms of a Possession and Use Agreement executed by the parties and recorded in Document No. 2010026854, and amended by document executed by the parties on or about August 2nd, 2011, Purchaser has previously paid to Seller the amount of \$285,239.00 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **ELEVEN THOUSAND EIGHT HUNDRED AND NINE and 00/100 Dollars (\$11,809.00)**.

2.01.5 As additional compensation for the acquisition of any improvements on the Property described in Exhibit "A" (parcel 125), for the relocation of any fencing to the new boundary of parcel 125, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of **NINE THOUSAND ONE HUNDRED EIGHTEEN and 00/100 Dollars (\$9,118.00)**.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.02.1. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION:** As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 75 days after staking of the new right of way line by Purchaser and the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. After the expiration of the fence replacement period any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.

**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 September 15, 2011, 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 fee simple interest in and to the property described in Exhibit "A", deliver to the State of Texas a duly executed and acknowledged Drainage Easement conveying such interest in and to the property described in Exhibit "B", deliver to LCRA Transmission Services Corporation a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "C", and deliver to Pedernales Electric Cooperative, Inc. a duly executed and acknowledged Electric Utility Easement conveying such interests in and to the property described in Exhibit "D-E", and deliver to the City of Georgetown a duly executed and acknowledged Waterline Easement conveying such interest in and to the property described in Exhibit "F", 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 deed shall be in the form as shown in Exhibit "G" attached hereto. The drainage easement shall be in the form as shown in Exhibit "H" attached hereto. The LCRA electric transmission line easement shall be in the form as shown in Exhibit "I" attached hereto. The PEC Electric Utility Easement shall be in the form as shown in Exhibit "J" attached hereto. The City of Georgetown Waterline Easement shall be in the form as shown in Exhibit "K" attached hereto

(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 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
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:

APW CORP., a Texas corporation

By: *Bobby G. Stanton*
Bobby G. Stanton
President
Date: 10/30/12

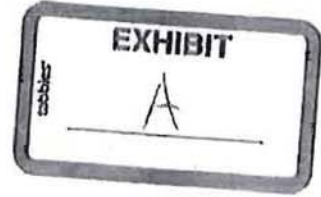
Address: P.O. Box 3000 #236
Georgetown TX 78627-3001

PURCHASER:

COUNTY OF WILLIAMSON
By: *Dan A. Gattis*
Dan A. Gattis, County Judge
Date: 11-6-12

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

ELECTRIC UTILITY EASEMENT



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

THAT BOBBY G. STANTON, 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 0.012 acre tract of land, more or less, situated in the L.S. Walters Survey, Abstract No. 653 and the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein.

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 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 30th day of October, 2011. 2012

[signature page follows]

GRANTOR:

Bobby G. Stanton
Bobby G. Stanton
by Brett Foster V.P.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Travis

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§

This instrument was acknowledged before me on this the 30 day of October, ~~2011~~ ²⁰¹² by ~~Bobby G. Stanton~~, in the capacity and for the purposes and consideration recited therein. Brett Foster



Beth A. Reynolds
Notary Public, State of Texas

After recording return to:

AGREED:

Bobby G. Stanton
Bobby G. Stanton Date

By: *Patt Weston*

WILLIAMSON COUNTY, TEXAS
Dan A. Gattis 11/16/12
Dan A. Gattis Date
County Judge

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

August 7, 2011

Bobby Stanton
406 Sinaso
Georgetown, Texas 78628

Re: SH195 expansion project
PEC/LCRA electric easement relocation

Dear Mr. Stanton:

Please allow this letter to set out my understanding regarding our agreement for the purchase of additional electric easements for Pedernales Electric Cooperative, Inc. (PEC) and LCRA Transmission Services Corporation (LCRA) in connection with the State's SH195 expansion and realignment project in Williamson County.

In return for granting PEC an electric easement in and to approximately 0.012 acre, Williamson County will pay you the sum of \$131 (0.012 ac. (all previously encumbered with electric easement) x \$2.50/SF x 10% rights). In return for granting LCRA an electric easement in and to approximately 0.101 acre, Williamson County will pay you the sum of \$1,078 (0.101 ac (0.011 new easement area) x \$2.50/SF x 90% rights). The form of the easements will be as shown in Exhibits "A" and "B" attached.

If this meets with your understanding and discussions with Brett Lester please execute this letter where indicated below and we will have this executed by the judge and process this for payment as quickly as possible.

Please feel free to contact Brett or myself at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

EXHIBIT "A"

DESCRIPTION FOR A 0.112 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 17.55 ACRE TRACT OF LAND CONVEYED TO BOBBY G. STANTON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066777 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT CONTAINING A 0.101 ACRE PORTION OF A 6.085 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9803455 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found concrete highway monument at an angle point on the existing northeasterly right-of-way line of SH 195 (R.O.W. width varies) (Grid Coordinates **Northing** 10234985.44 U.S. ft. **Easting** 3135283.14 U.S. ft.) on the southwesterly line of a 49.45 acre tract (Tract 2) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas;

THENCE N32°05'12"W, with the common line of SH 195 northeasterly right-of-way and said 49.45 acre tract, a distance of 35.09 feet to the south corner of said 17.55 acre tract, same being the west corner of said 49.45 acre tract;

THENCE N45°14'11"E, departing the northeasterly line of SH 195, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 9.97 feet to the **POINT OF BEGINNING** (Grid Coordinates **Northing** 10235022.19 U.S. ft. **Easting** 3135271.59 U.S. ft.);

THENCE N34°07'37"W, departing the common line of said 17.55 acre tract and said 49.45 acre tract and through said 17.55 acre tract, a distance of 61.06 feet to a point on the northwesterly line of said 17.55 acre tract, same being the southeasterly line of a 50.55 acre tract (Tract 1) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, from which the westerly corner of said 17.55 acre tract, same being the on the northeast right-of-way line of SH 195, bears S45°13'42"W, a distance of 7.74 feet;

THENCE N45°13'42"E, with the common line of said 17.55 acre tract and said 50.55 acre tract, a distance of 81.40 feet to a set 1/2 inch iron rod with plastic cap, from which a found 1/2 inch iron rod with plastic cap bears N45°13'42"E, a distance of 277.38 feet;

THENCE S34°07'37"E, departing the common line of said 17.55 acre tract and said 50.55 acre tract and through said 17.55 acre tract, a distance of 61.07 feet to a point on the southeasterly line of said 17.55 acre tract, same being the northwesterly line of said 49.45 acre tract, from which an angle point on the common line of said 17.55 acre tract and said 49.45 acre tract bears N45°14'11"E, a distance of 292.50 feet;

THENCE S45°14'11"W, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 81.40 feet to the POINT OF BEGINNING hereof, and containing 0.112 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 months of July 2009.

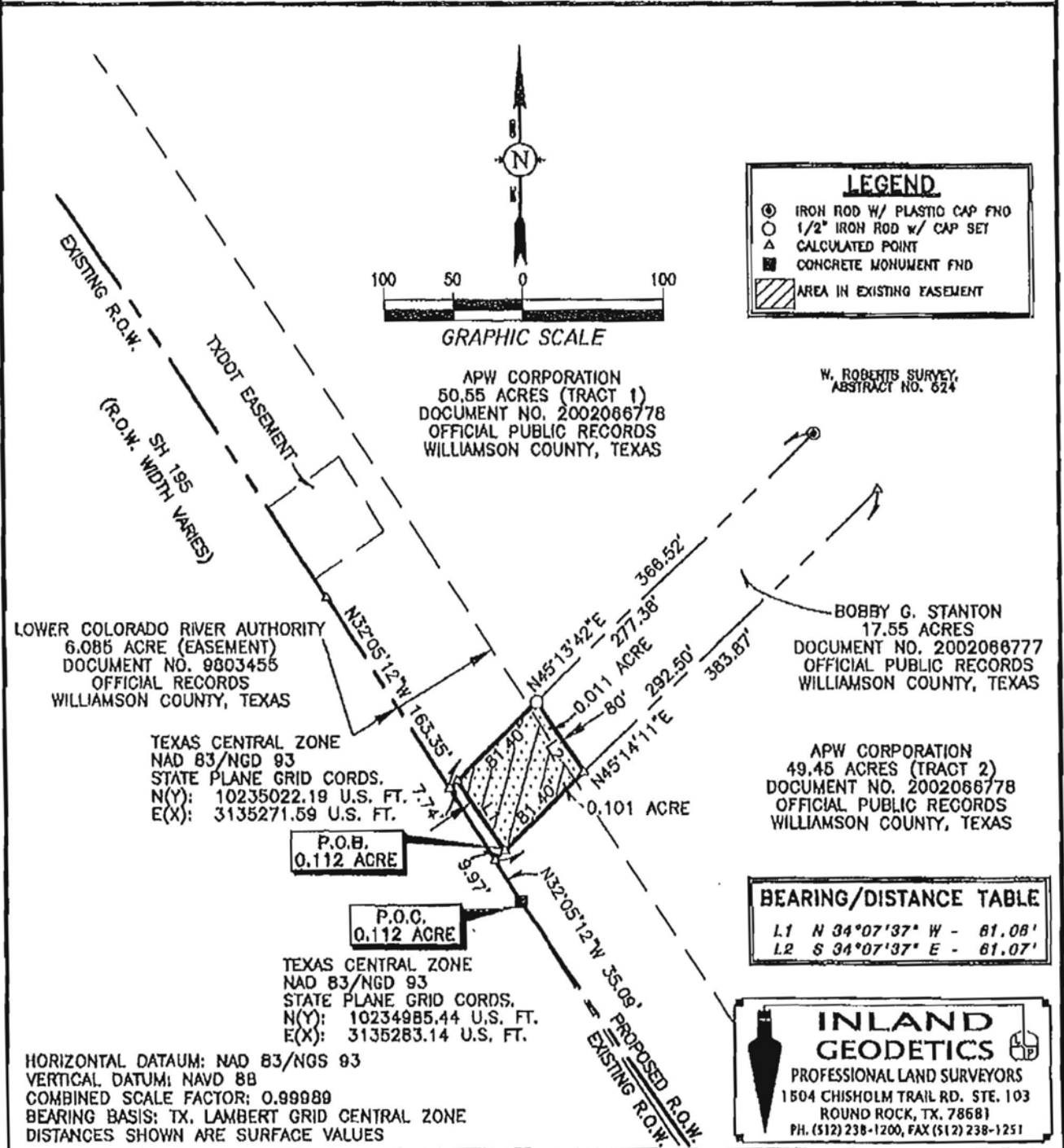
M. Stephen Truesdale *5 AUG 09*

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-0006A.DOC
ACAD FILE: T359002A-0006A.DWG





ACAD FILE: T359002A-0008A.DWG
WORD FILE: T359002A-0008A.DOC
REVISION:
SCALE: 100
DATE: 07-15-2009
WO NO.:
FIELD BOOK: 25B PG. 67
DRAWN BY: BJM

PLAT SHOWING A 0.112 ACRE,
EASEMENT TRACT SITUATED IN THE
W. ROBERTS SURVEY, ABSTRACT NO. 524,
WILLIAMSON COUNTY, TEXAS

T-359 TRANSMISSION LINE

LCRA
ENERGY • WATER • COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512) 473-3200 www.lcra.org



54195
Stanton

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 §

DATE: October 30 ~~2010~~ 2012

GRANTOR: BOBBY G. STANTON

GRANTOR'S MAILING ADDRESS: P.O. Box 3000 #236
Georgetown, TX 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit 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 0.112 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: An electric transmission line consisting of four wires not to exceed a nominal voltage of 138 kV and an electric distribution line consisting of four wires not to exceed a nominal voltage of 12.5 kV, and all necessary or desirable appurtenances including above ground supporting single pole structures made of metal or concrete materials, and insulators. The project may also include GRANTEE'S communication lines installed in wires.

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 purpose from State Highway 195 or from an adjacent easement through an LCRA constructed gate into the EASEMENT PROPERTY. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence adjacent to the EASEMENT PROPERTY, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress. GRANTEE shall be responsible for keeping such gates secure and keeping livestock from getting out of GRANTOR'S property through such gates. 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.

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 replace wire or wires within the EASEMENT PROPERTY, subject to the limitations on voltage set forth above. 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 but shall not have the right to permit any additional poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY to facilitate the joint use of the EASEMENT by any other person or legal entity. GRANTEE shall have the right to conduct archeological, historical, environmental, or soil 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, save and except fences, both barbed wire and battery charged used to contain livestock on GRANTOR'S 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 of the PROJECT, but does not include damages, if any, to GRANTOR'S remainder property which may occur during initial construction or 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 placed on the EASEMENT PROPERTY by GRANTOR. 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.

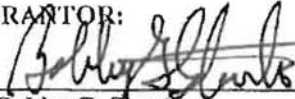
The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors,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

This Easement and Right-of-Way includes an Addendum which is attached hereto and made a part hereof.

GRANTOR:


Bobby G. Stanton
By: *Battles for VA.*

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on Oct. 30, ~~2010~~ ²⁰¹² by
Bobby G. Stanton, GRANTOR.
Brett Lester




Beth A. Reynolds
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson

Parcel 125
CSJ: 0440-02-012



SPECIAL WARRANTY DEED
SH 195 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 State Highway 195 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, APW CORP., a Texas corporation, 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 0.891 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 in Exhibit "A", attached hereto and incorporated herein (Parcel 125).

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 and all subsurface water, 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 SH 195, but shall not be used or exported from the Property for any other purpose.

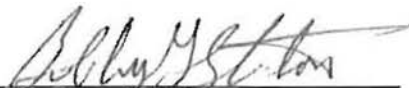
TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and 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.

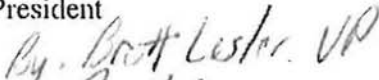

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 30th day of October,
~~2011.~~ 2012

GRANTOR:

APW CORP., a Texas corporation

By: 
Bobby G. Stanton
President

By:  VP


ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §
§

2012 This instrument was acknowledged before me on this the 30 day of October, 2011 by ~~Bobby G. Stanton~~, in the capacity and for the purposes and consideration recited therein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:
Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



DRAINAGE EASEMENT
State Highway 195

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

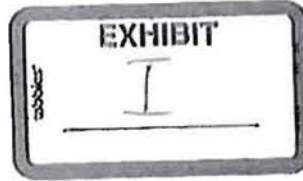
That APW CORP., a Texas corporation, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by the STATE OF TEXAS, acting by and through the Texas Department of Transportation, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.087 acre tract of land, more or less, being out of the W. Roberts Survey, Abstract No. 524, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 122E).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.



51165 - panel 12.000
(LCRA)
17566

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 §

DATE: _____, 2010

GRANTOR: APW CORP., a Texas business corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 3000 #236
Georgetown, TX 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit 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: Two tracts of land consisting of 0.384 acre (Tract A) and 3.184 acres (Tract B), 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 electric transmission line consisting of four wires not to exceed a nominal voltage of 138 kV and an electric distribution line consisting of four wires not to exceed a nominal voltage of 12.5 kV, and all necessary or desirable appurtenances including above ground supporting single pole structures made of metal or concrete materials, and insulators. The project may also include GRANTEE'S communication lines installed in wires.

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 purpose from State Highway 195 or from an adjacent easement through an LCRA constructed gate into the EASEMENT PROPERTY. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence adjacent to the EASEMENT PROPERTY, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress. GRANTEE shall be responsible for keeping such gates secure and keeping livestock from getting out of GRANTOR'S property through such gates. 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.

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 replace wire or wires within the EASEMENT PROPERTY, subject to the limitations on voltage set forth above. 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 but shall not have the right to permit any additional poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY to facilitate the joint use of the EASEMENT by any other person or legal entity. GRANTEE shall have the right to conduct archeological, historical, environmental, or soil 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, save and except fences, both barbed wire and battery charged used to contain livestock on GRANTOR'S 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 of the PROJECT, but does not include damages, if any, to GRANTOR'S remainder property which may occur during initial construction or 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 placed on the EASEMENT PROPERTY by GRANTOR. 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.

This Easement and Right-of-Way includes an Addendum which is attached hereto and made a part hereof.

GRANTOR:
APW CORP., a Texas business corporation

By: Bobby G. Staifton
Bobby G. Staifton
President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on October 30, ²⁰¹²~~2010~~ by
~~Bobby G. Staifton~~, President, of APW CORP., a Texas business corporation, GRANTOR.
Beth Lester



Beth A. Reynolds
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson



GEORGETOWN UTILITY EASEMENT

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

This Agreement (this "Agreement") is made on the 30th day of October, 2012, at Georgetown, Texas, between APW CORP., a Texas Corporation, whose address is _____ (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of water lines and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in Exhibit A and by diagram in Exhibit B attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Twenty Thousand One Hundred Sixty and No/100 Dollars (\$20,160.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
6. Other than any presently recorded restrictions or uses of record, the Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area

APPROVED AS TO FORM:

Mark T. Sokolow, City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
Georgetown City Secretary
P.O. Box 409
Georgetown, Texas 78627



ELECTRIC UTILITY EASEMENT

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

THAT APW CORP., a Texas corporation, 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 0.651 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein (Parcel 125EE—PEC); and

All of that certain 0.039 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein (Parcel 122EE—PEC)

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 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 30th day of October, 2011, 2012

[signature page follows]

GRANTOR:

APW CORP., a Texas corporation

By: *Bobby G. Stanton*
Bobby G. Stanton
President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §
§

This instrument was acknowledged before me on this the 30 day of October, 2012 ~~2011~~ by Bobby G. Stanton, in the capacity and for the purposes and consideration recited therein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

After recording return to: