

REAL ESTATE CONTRACT

Hero Way Right of Way

alm
THIS REAL ESTATE CONTRACT ("Contract") is made by and between AMELIA VALDEZ, ANITA MARTINEZ, and IRENE TORREZ (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract. *WKC*

**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 18.796 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 211**); and

Drainage Easement interest in and across all of that certain 0.010 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 211D**);

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

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of THREE MILLION SEVEN HUNDRED FORTY-ONE THOUSAND NINE HUNDRED FOUR and 00/100 Dollars (\$3,741,904.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. Appraisal Waiver. Seller understands and acknowledges that Seller has been informed of the entitlement to receive fair market value payment for the Property according to an offer based on an appraisal prepared on behalf of Purchaser, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) and is waiving those rights.

**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

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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser. ↪ EXHIBIT "E"
- (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 National Title Company on or before March 15, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests 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".
- (d) 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 but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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


Counterparts

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

Contingent Possession and Use Agreement


8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

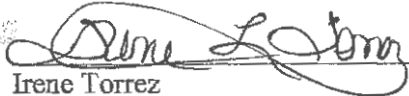
ALV 
Amelia Valdez
L.

Date: 1-25-2023

Address: 407 Susana Drive
Georgetown, Tx 78628

alm 
Anita Martinez
L.

Date: 1-25-2023


Irene Torrez
L.

Date: 1-25-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
Williamson County Commissioner

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

Date: Feb 14, 2023

County: Williamson
Parcel: 211
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 211

METES & BOUNDS DESCRIPTION FOR A 18.796 ACRE TRACT OF LAND OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS CONVEYED TO AMELIA VALDEZ, ANITA MARTINEZ AND IRENE TORREZ BY PROBATE ORDERS RECORDED IN DOCUMENT NUMBERS 2012066513 AND 2012067088, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 457, PAGE 595 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 18.796 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Pages 78, 377 and 386, all of the Deed Records of Williamson County, Texas, at the northwest corner of said 89.41 acre Tract, and at the northeast corner of the remainder of a called 168.4 acre tract of land as conveyed to CSM-Mason Family, LP by Special Warranty Deed recorded in Document Number 2011086909 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears S 85°06'39" W a distance of 235.36 feet;

THENCE, with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 69°34'18" E a distance of 229.34 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the right;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the right, an arc distance of 388.65 feet, having a radius of 1,869.86 feet, a central angle of 11°54'33" and a chord which bears N 75°26'37" E a distance of 387.95 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 81°25'00" E a distance of 494.54 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the right;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the right, an arc distance of 576.13 feet, having a radius of 5,689.58 feet, a central angle of 05°48'06" and a chord which bears N 84°18'00" E a distance of 575.88 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 87°13'01" E a distance of 673.68 feet to a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the northeast corner of said 89.41 acre Tract, and at the northwest corner of the remainder of a called 40.80 acre (save and except 0.054 acre) tract of land described as Tract 1 as conveyed to HM 2243 Development, Inc. by Assumption Special Warranty Deed recorded in Document Number 2021190010 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a found TXDOT Type I concrete monument bears N 87°13'01" E a distance of 821.71 feet;

THENCE, departing the south right-of-way line of said FM 2243, with the east line of said 89.41 acre Tract and the west line of said HM 2243 Development Tract 1, S 20°57'36" E, pass a 1/2-inch iron rod with cap stamped "RJ Surveying" found at a distance of 29.01 feet, pass a 1/2-inch iron rod found at the southeast corner of a called 0.06 acre tower lease recorded in Document Number 2000014601 of the Official Public Records of Williamson County, Texas, at a distance of 76.98 feet, and continuing on with the east line of said 89.41 acre tract and partly with the west line of said HM 2243 Development Tract 1 and partly with the east line of a called 36.934 acre tract of land as conveyed to PHAU – PSP 62, LLC (1/2 interest) and Highland Homes-Austin, LLC (1/2 interest) by Special Warranty Deeds recorded in Document Numbers 2022023219 and 2022023293, both of the Official Public Records of Williamson County, Texas, for a total distance of 255.18 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,226.25, E: 3,099,138.17) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 282+55.83, from which a 1/2-inch iron rod found on the north line of a called 49.556 acre tract of land described as Tract 2 as conveyed to HM 2243 Development, Inc. by Assumption Special Warranty Deed recorded in Document Number 2021190010 of the Official Public Records of Williamson County, Texas, at the southeast corner of said 89.41 acre Tract, and at the most westerly southwest corner of said 36.934 acre Tract, bears S 20°57'36" E a distance of 838.14 feet;

THENCE, departing the west line of said 36.934 acre Tract, over and across said 89.41 acre Tract, S 87°12'42" W a distance of 338.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the point of curvature of a curve to the left, 175.00 feet right of FM 2243 baseline station 279+16.88;

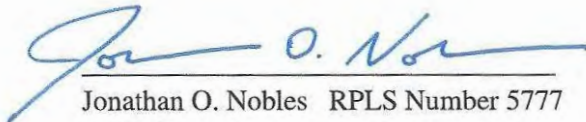
THENCE, continuing over and across said 89.41 acre Tract, along said curve to the left, an arc distance of 869.67 feet, having a radius of 4,825.00 feet, a central angle of $10^{\circ}19'38''$ and a chord which bears $S 82^{\circ}02'53'' W$ a distance of 868.49 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 175.00 feet right of FM 2243 baseline station 270+15.67;

THENCE, continuing over and across said 89.41 acre Tract, $S 76^{\circ}53'04'' W$ a distance of 1,545.14 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, for the southwest corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the southwest corner of said 89.41 acre Tract, and at the northwest corner of said HM 2243 Development Tract 1, bears $S 21^{\circ}40'36'' E$ a distance of 1,347.02 feet;

THENCE, with the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, $N 21^{\circ}40'36'' W$ a distance of 303.21 feet to the **POINT OF BEGINNING** and containing 18.796 acres (818,738 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



01/09/2023

Date

Client: Williamson County

Date: January 9, 2023

Project Number: 7473-00

G:\TxC\Projects\County_Williamson\7473-00_RM 2243\06...Survey\04_Finals\Drawings\7473-00_P211_EX1.dwg, 1/9/2023 10:44 AM, Stephen Barger

CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105284 O.P.R.W.C.

FM 2243

80' R.O.W.
VOL. 409, PGS. 78,
386 D.R.W.C.

{N 70°51'30" E 229.06'}
[N 71°14' E 229.1']
N 69°34'18" E 229.34'

JOHN T. CHURCH
SURVEY, A-140

818,738 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

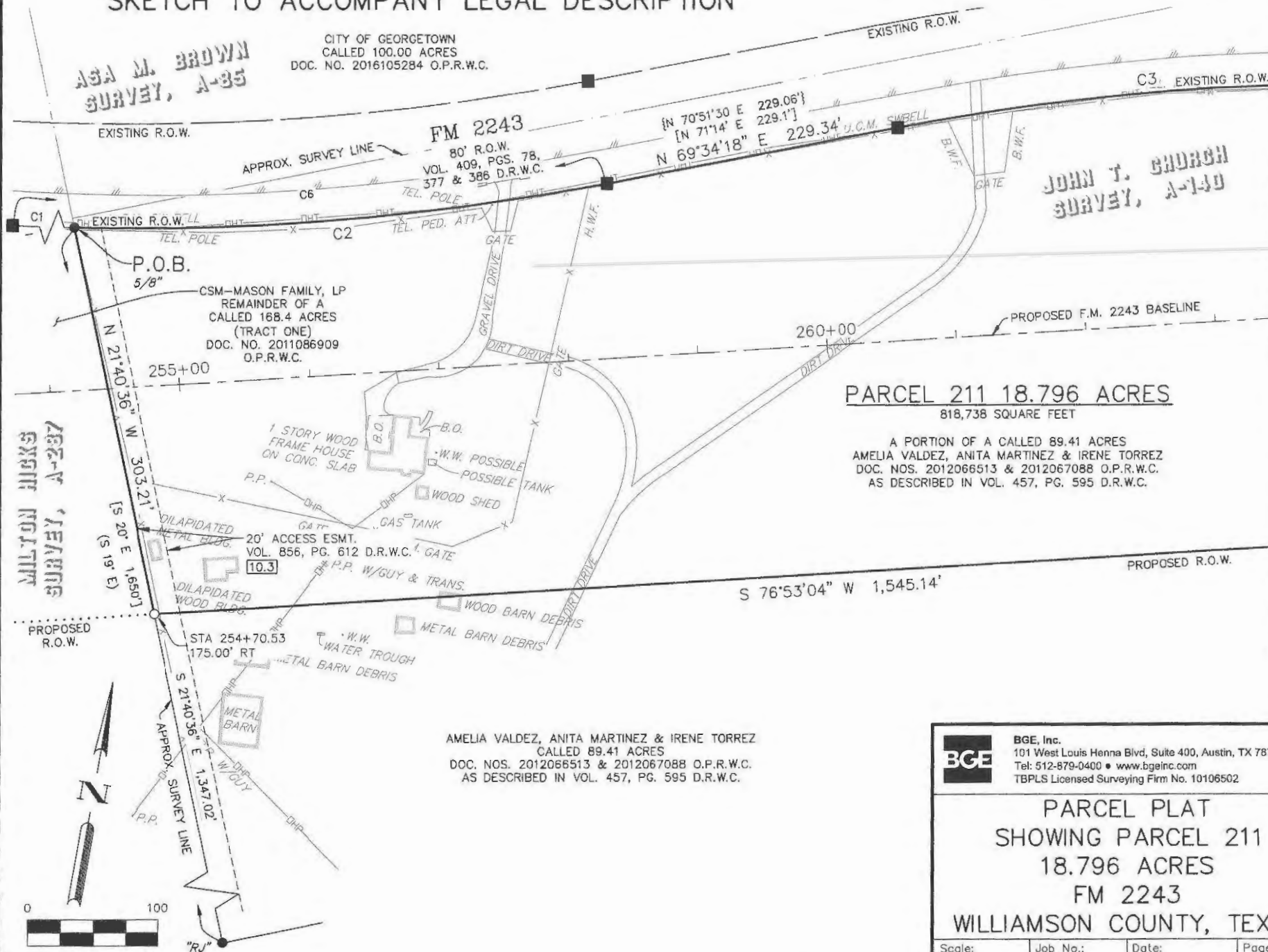
Copyright 202

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	4 of 8

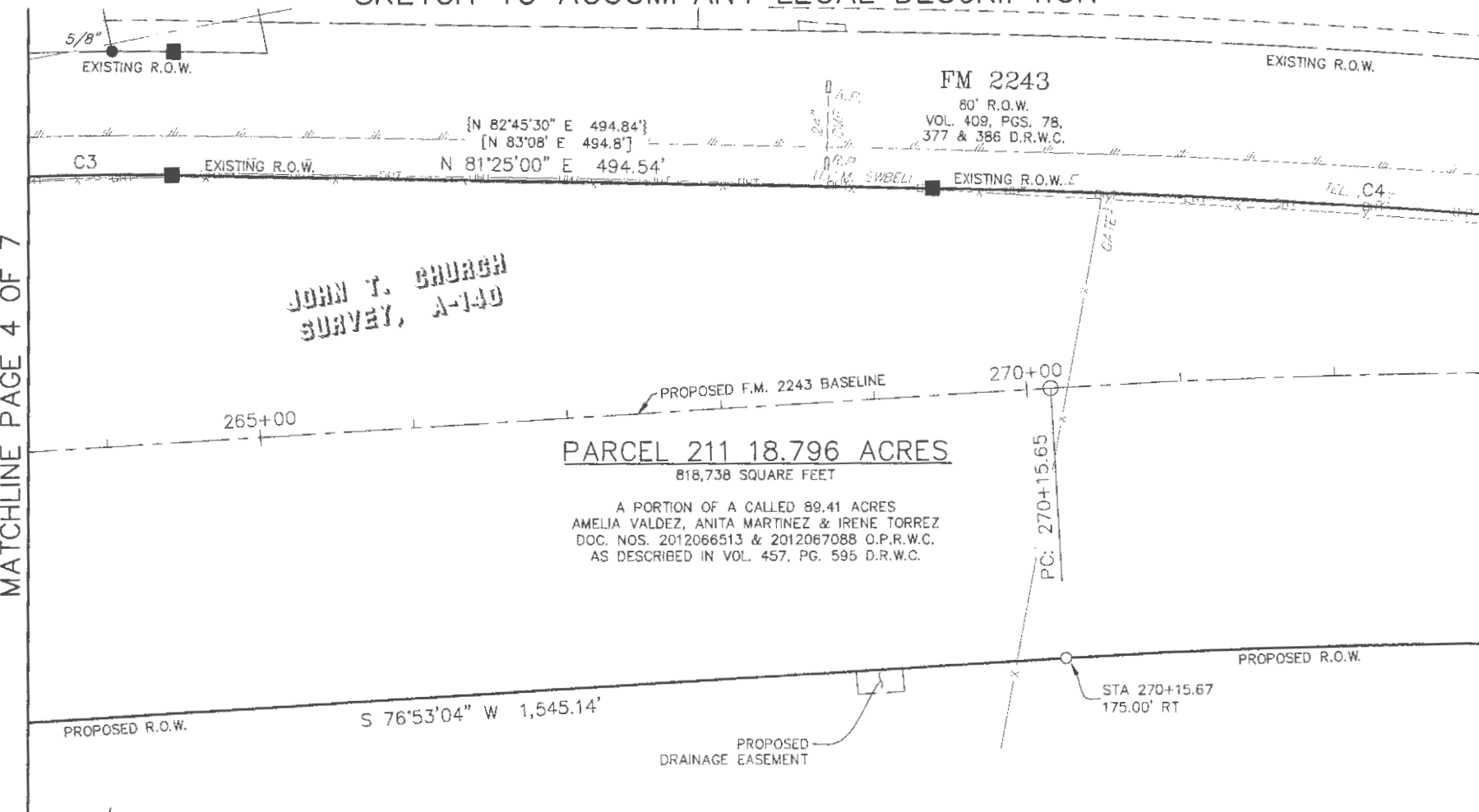
MATCHLINE PAGE 5 OF 7



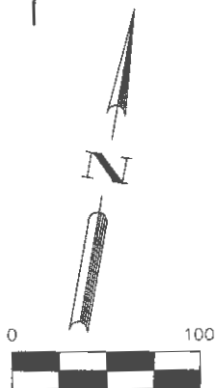
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 4 OF 7

MATCHLINE PAGE 6 OF 7



JOHN T. CHURCH
SURVEY, A-140



AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.



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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 211
18.796 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 01/09/2023	Page: 5 of 8
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PLANNED UNIT DEVELOPMENT OF
ESCALERA RANCH SECTION FIVE
CAB. CC, SLIDES 144-151 P.R.W.C.

JOHN T. CHURCH
SURVEY, A-140

PARCEL 211 18.796 ACRES
818,738 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

[10.2]
0.03 ACRE UTILITY & ACCESS ESMT.
DOC. NO. 2000014601 O.P.R.W.C.

[10.5]
0.06 ACRE TOWER LEASE
DOC. NO. 2000014601 O.P.R.W.C.

HM 2243 DEVELOPMENT, INC.
REMAINDER OF A
CALLED 40.80 ACRES
SAVE AND EXCEPT 0.054 ACRE
(TRACT 1)
DOC. NO. 2021190010 O.P.R.W.C.

STA 282+55.83
175.00' RT
GRID COORDINATES
N: 10,189,226.25
E: 3,099,138.17

PHAU - PSP 62, LLC (1/2 INTEREST)
HIGHLAND HOMES - AUSTIN, LLC (1/2 INTEREST)
CALLED 36.934 ACRES
DOC. NOS. 2022023219 & 2022023293 O.P.R.W.C.

HM 2243 DEVELOPMENT, INC.
CALLED 49.556 ACRES
(TRACT 2)
DOC. NO. 2021190010 O.P.R.W.C.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

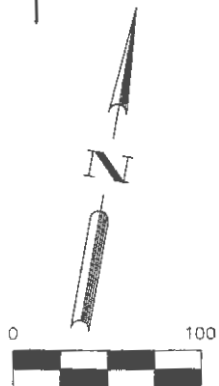
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PARCEL PLAT
SHOWING PARCEL 211
18.796 ACRES

FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 01/09/2023	Page: 6 of 8
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MATCHLINE PAGE 5 OF 7



LEGEND

B.O.	BUILDING OVERHANG
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 386 D.R.W.C.
< >	RECORD INFO FOR DOC. NO 2021190010 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
● "RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT
△	CALCULATED POINT
▲	FOUND 60D NAIL
—x—	WIRE FENCE
—o—	CHAIN LINK FENCE
— — —	OVERHEAD TELEPHONE
— — —	OVERHEAD POWER
—u—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 87°13'01" E	821.71'
L2	S 20°57'36" E	838.14'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	235.50'	1,949.86'	6°55'13"	S 85°06'39" W	235.36'
C2	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C3	388.65'	1,869.86'	11°54'33"	N 75°26'37" E	387.95'
C4	576.13'	5,689.58'	5°48'06"	N 84°18'00" E	575.88'
C5	869.67'	4,825.00'	10°19'38"	S 82°02'53" W	868.49'
C6	648.13'	1,949.86'	19°02'42"	S 79°02'55" W	645.15'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C3}		{1,869.90'}	{11°54'}		
{C4}		{5,689.67'}	{5°48'}		
{C6}		{1,949.86'}	{19°03'30"}		



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 211
18.796 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	7 of 8

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164919, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ACCESS AND UTILITIES EASEMENT GRANTED TO ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS DESCRIBED IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ACCESS AND ELECTRICAL EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 RIGHT OF FIRST REFUSAL AND/OR OPTION TO PURCHASE IN FAVOR OF ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS SET OUT IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT REFERENCED BY MEMORANDUM OF RECORD IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN FINAL LEASE AGREEMENT OF RECORD IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015620 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



01/09/2023

Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			
PARCEL PLAT SHOWING PARCEL 211 18.796 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	8 of 8

Copyright 2023

County: Williamson
Parcel: 211D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 211D

METES & BOUNDS DESCRIPTION FOR A 0.010 ACRE TRACT OF LAND OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS CONVEYED TO AMELIA VALDEZ, ANITA MARTINEZ AND IRENE TORREZ BY PROBATE ORDERS RECORDED IN DOCUMENT NUMBERS 2012066513 AND 2012067088, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 457, PAGE 595 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.010 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Pages 78, 377 and 386, all of the Deed Records of Williamson County, Texas, at the northwest corner of said 89.41 acre Tract, and at the northeast corner of the remainder of a called 168.4 acre tract of land as conveyed to CSM-Mason Family, LP by Special Warranty Deed recorded in Document Number 2011086909 of the Official Public Records of Williamson County, Texas, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears S 85°06'39" W a distance of 235.36 feet; Thence, with the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, S 21°40'36" E a distance of 303.21 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777", from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the southwest corner of said 89.41 acre Tract, bears S 21°40'36" E a distance of 1,347.02 feet; Thence, departing the east line of said CSM-Mason Tract, over and across said 89.41 acre Tract, N 76°53'04" E a distance of 1,407.52 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,058.40, E: 3,097,805.61) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 175.00 feet right of FM 2243 baseline station 268+78.05;

THENCE, continuing over and across said 89.41 acre Tract, N 76°53'04" E a distance of 30.01 feet to a calculated point for the northeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 269+08.06;

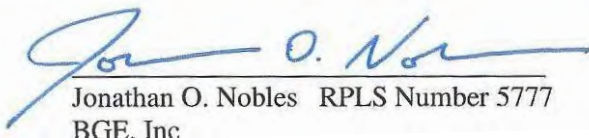
THENCE, continuing over and across said 89.41 acre Tract, S 14°50'27" E a distance of 15.01 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said 89.41 acre Tract, S 76°53'04" W a distance of 30.01 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said 89.41 acre Tract, N 14°50'27" W a distance of 15.01 feet to the **POINT OF BEGINNING** and containing 0.010 acre (450 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203.
All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



01/09/2023

Date

Client: Williamson County
Date: September 23, 2022
Revised: January 9, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**ASA M. BROWN
SURVEY, A-35**

CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105284 O.P.R.W.C.

FM 2243

80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 69.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

**JOHN T. CHURCH
SURVEY, A-140**

EXISTING R.O.W.

EXISTING R.O.W.

TEL. EXISTING R.O.W.

P.O.R.
5/8"

CSM-MASON FAMILY, LP
REMAINDER OF A
CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909
O.P.R.W.C.

255+00

260+00

PROPOSED F.M. 2243 BASELINE

**MILTON HICKS
SURVEY, A-287**

1 STORY WOOD
FRAME HOUSE
ON CONC. SLAB

P.P.

B.O.

B.O.

W.W. POSSIBLE
POSSIBLE TANK

WOOD SHED

GAS TANK

20' ACCESS ESMT.
VOL. 856, PG. 612 D.R.W.C.

10.3

P.P. W/GUY & TRANS.

WOOD BARN DEBRIS

METAL BARN DEBRIS

METAL BARN

W.W. WATER TROUGH

METAL BARN DEBRIS

APPROX. SURVEY LINE

"RJ SURVEYING"

PROPOSED R.O.W.

N 76°53'04" E 1,407.52'

REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.

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TBPLS Licensed Surveying Firm No. 10106502

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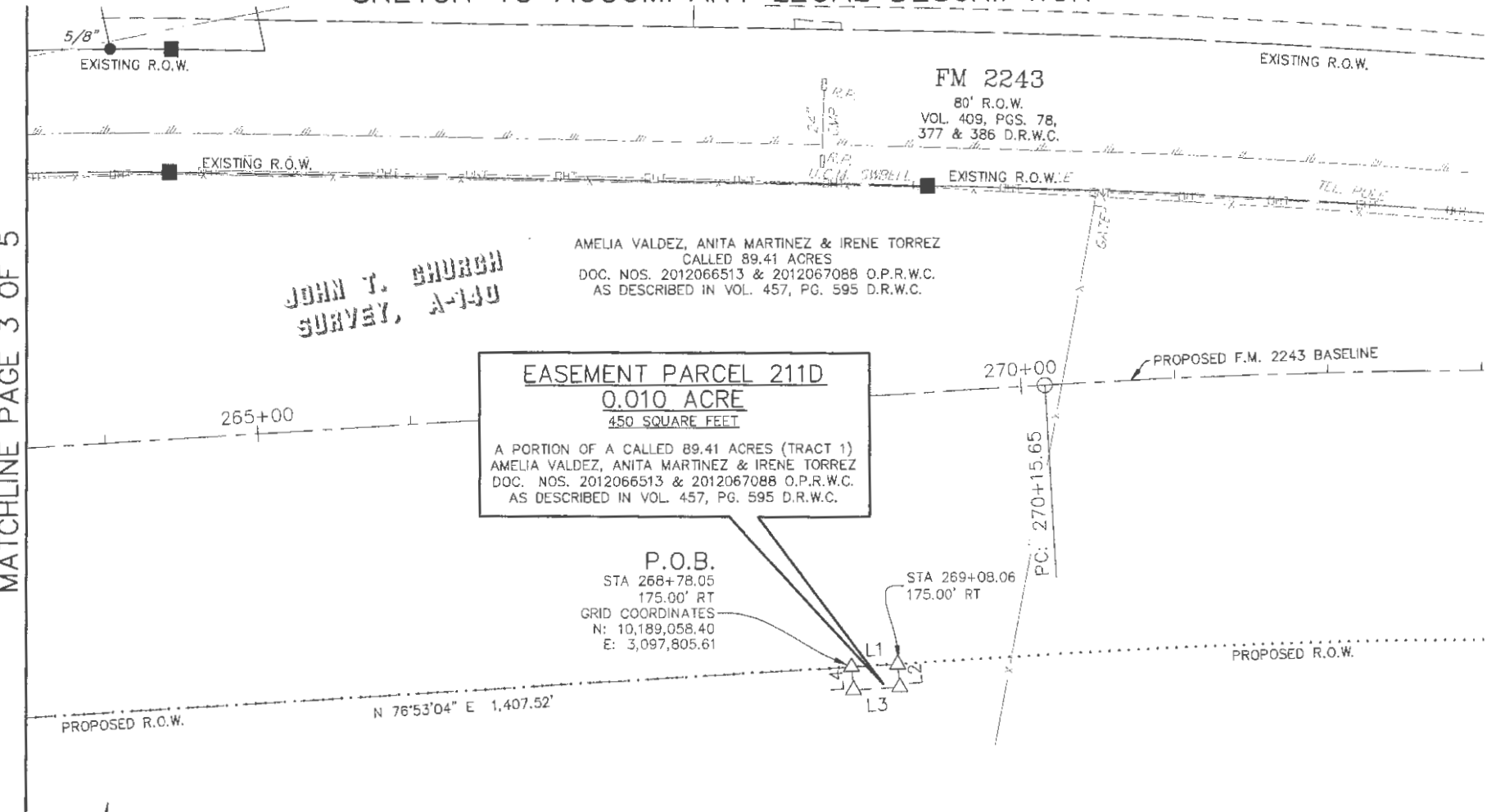
**PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 09/23/2022	Page: 3 of 6
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MATCHLINE PAGE 4 OF 5

MATCHLINE PAGE 3 OF 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.



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PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	4 of 6

LEGEND

B.O.	BUILDING OVERHANG
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 386 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
● "RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT
△	CALCULATED POINT
▲	FOUND 60D NAIL
—x—	WIRE FENCE
—o—	CHAIN LINK FENCE
—□□—	OVERHEAD TELEPHONE
—□□□—	OVERHEAD POWER
—w—	EDGE OF ASPHALT

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 76°53'04" E	30.01'
L2	S 14°50'27" E	15.01'
L3	S 76°53'04" W	30.01'
L4	N 14°50'27" W	15.01'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	235.50'	1,949.86'	6°55'13"	S 85°06'39" W	235.36'
C2	648.13'	1,949.86'	19°02'42"	S 79°02'55" W	645.15'
C3	412.62'	1,949.86'	12°07'29"	S 75°35'18" W	411.86'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C2}		{1,949.86'}	{19°03'30"}		

REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/23/2022	Page: 5 of 6
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GENERAL NOTES:

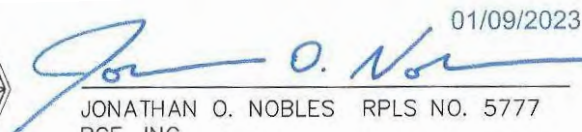
1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164919, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ACCESS AND UTILITIES EASEMENT GRANTED TO ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS DESCRIBED IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ACCESS AND ELECTRICAL EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 RIGHT OF FIRST REFUSAL AND/OR OPTION TO PURCHASE IN FAVOR OF ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS SET OUT IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT REFERENCED BY MEMORANDUM OF RECORD IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN FINAL LEASE AGREEMENT OF RECORD IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015620 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



01/09/2023

 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.



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 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10108502

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**PARCEL PLAT SHOWING
 EASEMENT PARCEL 211D
 0.010 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 09/23/2022	Page: 6 of 6
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EXHIBIT "C"

Parcel 211

DEED

Hero Way Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That AMELIA VALDEZ, ANITA MARTINEZ, and IRENE TORREZ, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 18.796 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 211)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

Amelia Valdez
L

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Amelia Valdez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Anita Martinez

L.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Anita Martinez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Irene Torrez
L

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Irene Torrez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT

Hero Way

THE STATE OF TEXAS

,

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That **AMELIA VALDEZ, ANITA MARTINEZ, and IRENE TORREZ**, their 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 **WILLIAMSON COUNTY, TEXAS**, 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 0.010 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 211D**);

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, pipes 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.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

Amelia Valdez
L

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____
_, 2023 by Amelia Valdez, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

Anita Martinez

L.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Anita Martinez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Irene Torrez
L'

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____
_, 2023 by Irene Torrez, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "E"

BUN: 843811

THIS DOCUMENT IS THE PROPERTY OF:

ACC/McCaw Cellular of Fresno a Washington Joint Venture
dba Austin Cellular Telephone Company, dba Cellular One
1120 Loop 360, South
Building 1, Suite 100
Austin, Texas 78746
Attn: Gordon Pate

STATE: Texas
CITY: Georgetown
COUNTY: Williamson
CELL ID: 2243 Radio Tower

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Lease") is entered into this 6th day of November, 1995, between **Romulo Lozano Jr. and his wife, Apolonia Lozano**, ("Landlord") and **ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One**, ("Tenant").

For the sum of Four Hundred Dollars (\$400.00) (the "Option Fee"), to be paid to Landlord by Tenant upon execution of this Lease by both parties and other good and valuable consideration, the parties agree as follows:

1. **Premises.** Subject to the following terms and conditions, Landlord leases to Tenant use of a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 6521 FM 2243, Georgetown, Williamson County, Texas 78628, shall comprise at least 2,500 square feet.

2. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of cellular telephone and radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests. Landlord also agrees that if, based on the result of any environmental investigation or inquiry, Tenant determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks

of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

3. Term.

(a.) The Option Shall be for an initial term of twelve (12) months (the "Initial Option Period") and may be extended for an additional twelve (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of Four Hundred Dollars (\$400.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

(b.) In the event that Tenant exercises the Option, the term of this lease shall be five years, commencing upon written notification by Tenant to Landlord of Tenant's receipt of all Governmental Approvals (the "Commencement Date") which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at Midnight of the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

4. Rent.

(a.) Upon the Commencement Date, Tenant shall pay Landlord as rent, the sum of Four Hundred Dollars (\$400.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Romulo Lozano Jr. and his wife, Apolonia Lozano, at Landlord's address specified in paragraph 16 below.

(b.) If this Lease is terminated at a time other than on the last day of a month for any reason other than a default by Tenant, Rent shall be prorated as of the date of termination and all prepaid Rents shall be refunded to Tenant.

(c.) The Option Fee and the Additional Option Fee shall be credited to Tenant's account as Rent due hereunder, and Tenant may apply the credit to Rent due upon the Commencement Date and each month thereafter until the credit is fully drawn, whereupon Tenant shall commence payment of Rent as stated above.

5. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall increase after each term to an amount equal to one hundred and twenty percent (120%) of the Rent for the immediately preceding five-year term. The monthly Rent for each renewal term shall be:

First renewal term	\$480.00 per month
Second renewal term	\$576.00 per month
Third renewal term	\$691.00 per month
Fourth renewal term	\$829.00 per month
Fifth renewal term	\$995.00 per month

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. **Improvements.**

(a.) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, and any number of radio transmitting and receiving antennas, an auxiliary power generator and an electronic equipment shelter (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant throughout the term of this Lease, and Tenant shall have the right and obligation to remove the Antenna Facilities following any termination of this Lease and to restore the site as reasonably as possible to its condition prior to this Lease. Such restoration shall include removal of all facilities, personal property and improvements to grade two feet below ground surface.

(b.) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease.

8. **Utilities.** Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord

hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

9. **Access.** As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement (the "Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operation. Any Easement provided hereunder shall have the same term as this Lease. Tenant shall have 24-hour-a-day, 7-day-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

10. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a.) if Tenant fails to pay amounts due under this Lease within twenty (20) days of its receipt of written notice that such payments are overdue;

(b.) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

11. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

(a.) upon twenty (20) days' written notice in the event of a Default (as defined above);

(b.) upon thirty (30) days' written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c.) upon ninety (90) days' written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(d.) upon ninety (90) days' written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e.) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of

the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f.) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

12. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

13. **Insurance and Subrogation.**

(a.) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$500,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b.) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

14. **Hold Harmless.** Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

15. **Right of First Refusal.** During the term of this Lease, as extended, Landlord shall, prior to selling the Premises or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Premises or the portion to be sold, on the same terms and conditions (or cash-equivalent terms, if a property exchange is proposed) by giving Landlord notice of its intention to purchase the same within 30 days of receipt of Landlord's notice. If Tenant gives no such notice

of intention to purchase the Premises, Landlord may sell the Premises to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer.

16. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to: Romulo Lozano Jr. and Apolonia Lozano
Route 4, Box 59
Georgetown, Texas 78626
(512) 259-1555
SS# ID# 461-22-3553

If to Tenant, to: ACC/McCaw Cellular of Fresno
c/o Cellular One
1120 Loop 360 - South
Building 1, Suite 100
Austin, Texas 78746
Attn: Property Manager
(512) 750-7700

with copy to: McCaw Cellular Communications, Inc.
Southwest Regional Legal Office
5757 Alpha Road, Suite 1000
Dallas, Texas 75240
Attn: Elizabeth L. Wallin

17. **Title and Quiet Enjoyment.**

(a.) Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) the Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

(b.) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect

Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

(c.) Tenant shall also have the right to have the Premises surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

18. **Environmental Laws.** Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit C) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

19. **Assignment and Subleasing.** Provided Landlord's rights and interests are not adversely affected, Tenant may assign this Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations

hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet this Lease, upon notice to Landlord, only if such sublease is subject to the provisions of the Lease. All other assignments of this Lease must be approved by Landlord, which approval will not be unreasonably withheld.

Additionally, Tenant may upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

20. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

22. **Miscellaneous.**

(a.) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b.) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c.) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d.) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e.) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of the Lease, by either party.

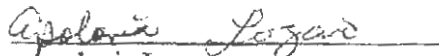
(f.) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g.) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

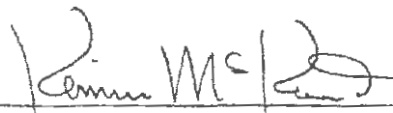
The Execution Date of this Lease is the 5 day of March, 1995.

LANDLORD: Romulo Lozano Jr. and Apolonia Lozano


Romulo Lozano Jr.


Apolonia Lozano

TENANT: ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One


BY: Kevin McKeand, Business Manager

STATE OF TEXAS

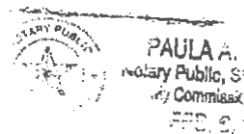
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COUNTY OF WILLIAMSON

On this 20 day of OCTOBER, 1995, before me personally appeared **Romulo Lozano Jr. and his wife, Apolonia Lozano**, known to me to be the individuals described herein, who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Paula A. Almazan
NOTARY PUBLIC in and for the
State of TEXAS
My commission expires 2-6-98



STATE OF TEXAS

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COUNTY OF TRAVIS

On this 6th day of November, 1995, before me personally appeared **Kevin McKeand**, known to me to be the **Business Manager of ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One**, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gordon Pate Jr.
NOTARY PUBLIC in and for the
State of TX
My commission expires _____

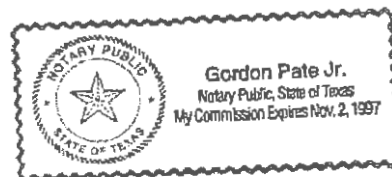


EXHIBIT A

LEGAL DESCRIPTION

The Property is legally described as follows:

All of that certain 89.41 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated January 22, 1963, recorded in Volume 457, Page 593 Deed Records of Williamson County, Texas.

EXHIBIT B-1

February 16, 2000
FN 151

JOB NO.30930-3800
0.06 AC. LEASE AREA

FIELD NOTES

A DESCRIPTION OF A 0.06 ACRE LEASE AREA IN THE J.T. CHURCH SURVEY ABSTRACT 140 IN WILLIAMSON COUNTY TEXAS, BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROMULO LOZANO JR. AND RECORDED IN VOLUME 2367, PAGE 467 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.06 ACRE LEASE SITE, WITH ACCOMPANYING SKETCH IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ¾" inch iron pipe found on the south right-of-way line of FM 2243 and being the northeast corner of the said 89.41 acre tract of land, same being the northwest corner of a called 40.80 acre tract of land as described in a deed to John J. Fields, Trustee and recorded in Volume 1365, Page 848 of the Deed Records of Williamson County, Texas;

THENCE with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45"E, 25.54** feet to a ½ inch iron rod set, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45"E, 51.54** feet to a ½ inch iron rod set, for the southeast corner of the herein described tract,

THENCE departing said common line and crossing the said 89.41 acre tract **S 83°04'50" W, 62.90** feet to a ½ inch iron rod set for the southwest corner of the herein described tract;

THENCE continuing to cross the said 89.41 acre tract **N 06°28'02" W, 50.00** feet to a ½ inch iron rod set for the northwest corner of the herein described tract;

THENCE continuing to cross the said 89.41 acre tract **N 83°04'50" E, 50.00** feet to the **POINT OF BEGINNING** and containing 0.06 acres or 2822 square feet of land, more or less.

EXHIBIT B-2

THE STATE OF TEXAS

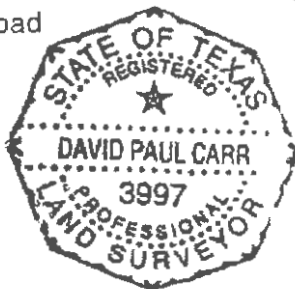
KNOWN BY ALL THESE MEN PRESENT:

COUNTY OF TRAVIS

That I, David P. Carr, 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 during January, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of February, 2000, A.D.

Earth Tech
811 Barton Springs Road
Suite 400
Austin, Texas 78704



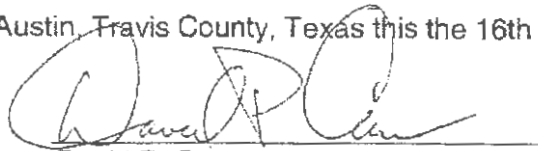

David P. Carr
Registered Professional Land Surveyor
No. 3997 - State of Texas

EXHIBIT B-3

February 16, 2000
FN 152

JOB NO.30930-3800
0.03 AC. UTILITY AND ACCESS EASEMENT

FIELD NOTES

A DESCRIPTION OF A 0.03 ACRE UTILITY AND ACCESS EASEMENT IN THE J.T. CHURCH SURVEY ABSTRACT 140 IN WILLIAMSON COUNTY TEXAS, BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROMULO LOZANO JR. AND RECORDED IN VOLUME 2367, PAGE 467 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.03 ACRE UTILITY AND ACCESS EASEMENT, WITH ACCOMPANYING SKETCH IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a $\frac{3}{4}$ " inch iron pipe found in the south right-of-way line of FM 2243 and being the northeast corner of the said 89.41 acre tract of land, same being the northwest corner of a called 40.80 acre tract of land as described in a deed to John J. Fields, Trustee and recorded in Volume 1365, Page 848 of the Deed Records of Williamson County, Texas;

THENCE with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45" E, 25.54** feet to a $\frac{1}{2}$ inch iron rod at the northeast corner of a proposed 0.06 acre lease site, same being the southeast corner of the herein described tract,

THENCE departing said common line and crossing the said 89.41 acre tract with the north line of the proposed lease site **S 83°04'50" W, 50.00** feet to a $\frac{1}{2}$ inch iron rod northwest corner of the said lease site and the southwest corner of the herein described tract;

THENCE continuing across said 89.41 acre tract **N 06°28'02" W, 27.95** feet to a calculated point on the said south right-of-way line of FM2243, same being on the north line of the said 89.41 acre tract and being the northwest corner of the herein described tract ;

THENCE with the said right-of-way and north line of the 89.41 acre tract **N 87°15'01" E, 43.69** feet to the **POINT OF BEGINNING** and containing 0.03 acres or 1228 square feet of land, more or less.

THE STATE OF TEXAS

KNOWN BY ALL THESE MEN PRESENT:

COUNTY OF TRAVIS

That I, David P. Carr, 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 during January, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of February, 2000, A.D.

Earth Tech
811 Barton Springs Road
Suite 400
Austin, Texas 78704



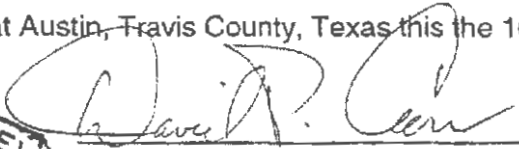

David P. Carr
Registered Professional Land Surveyor
No. 3997 - State of Texas

EXHIBIT B-5

FM 2243

edge of pavement

SCALE : 1" = 20'
FEBRUARY, 2000
WILLIAMSON COUNTY, TEXAS

P.O.B. FOR ACCESS AND UTILITY EASEMENT
P.O.C. FOR LEASE AREA

N87°13'22"E
821.57'

N87°15'01"E

673.86'

43.74'

N06°28'02"W
27.78'

Utility and
Access Easement
1228 Sq.Ft.
0.03 Acres

N83°04'50"E

50.00'

P.O.B.
FOR
LEASE AREA

CENTER OF TOWER
NAD 83 - CENTRAL ZONE
LAT: 30° 35' 42.811"
LON: 97° 46' 57.078"
NAD 27 - CENTRAL ZONE
LAT: 30° 35' 42.111"
LON: 97° 46' 56.037"
ELEV: 1020.50'

Romulo Lozano, Jr.
Vol. 2367 Pg. 467
89.41 Acres

Lease Area
2822 Sq.Ft.
0.06 Acres

N06°28'02"W
50.00'



S20°57'45"E
51.54'

S83°04'50"W

62.90'

John J. Flores, Surveyor
Vol. 1385 Pg. 848
40.00 Acres

LEGEND

- IRON PIPE FOUND
- ELECTRIC MANHOLE
- IRON ROD SET
- CONCRETE MONUMENT POST FOUND
- IRON ROD FOUND
- POWER POLE
- OE OVERHEAD UTILITY
- CHAIN LINK FENCE
- X- BARBED FENCE
- W WATER VALVE
- W WATER MARKER
- W FIRE HYDRANT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE
ACCORDING TO FIRM MAP NO. 48491C0225C OF WILLIAMSON COUNTY, TEXAS, DATED
SEPTEMBER 27, 1991, SUBJECT TRACT LIES WITHIN ZONE X, AREAS DETERMINED TO
BE OUTSIDE OF THE 500 YEAR FLOOD AREA.

EARTH TON

611 BARTON SPRINGS RD., STE. 400
AUSTIN, TEXAS 78704-1184
(512) 474-3500

DRN/R.G.	02-11-00
APP/D.C.	02-11-00
FILENAME:	I:\work\survey\
projects\at&t\2243	
FIELD NOTE	FIELD BOOK
151 / 152	AT&T #2

AT&T FM 2243 CELL SITE
in the
J. T. Church Survey Abst 140
Williamson County, Texas

EXHIBIT C

ENVIRONMENTAL LAWS

To the Site Lease Agreement dated 11-6-95
between **Romulo Lozano Jr. and his wife, Apolonia Lozano** as Landlord,
and **ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One**, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and/or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

**SECOND AMENDMENT TO THE OPTION AND
SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO THE OPTION AND SITE LEASE AGREEMENT ("**Amendment**") is entered into on this _____ day of _____ 1999 by and between Romulo Lozano, Jr., and wife, Apolonia Lozano ("**Landlord**") and Texas Cellular Telephone Company L.P., a Delaware limited partnership, d/b/a AT&T Wireless Services by AT&T Wireless Services of San Antonio, Inc., its general partner, successor in interest to ACC/McCaw Cellular of Fresno, a Washington Joint Venture, d/b/a Austin Cellular Telephone Company, d/b/a Cellular One, ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Option and Site Lease Agreement ("**Lease**") dated November 6, 1995, and a First Amendment dated October 1, 1998, copies of which are attached as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to amend the Option and Site Lease Agreement.

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. The Exhibits A and B attached hereto replace Exhibit A and Exhibit B originally incorporated in the attached Exhibit 1.
2. Except as modified herein, all other provisions in the Option and Site Lease Agreement shall remain in full force and effect, without change.

IN WITNESS WHEREOF, said parties have caused this Second Amendment to Option and Site Lease Agreement executed as of the 23 day of DECEMBER, 1999.

LANDLORD: Romulo Lozano, Jr. and wife, Apolonia Lozano

By: Romulo Lozano, Jr.
Romulo Lozano, Jr.

By: Apolonia Lozano
Apolonia Lozano

TENANT: Texas Cellular Telephone Company L.P., a Delaware limited partnership, d/b/a AT&T Wireless Services

**By: AT&T Wireless Services of San Antonio, Inc.,
its general partner**

By: Linda B. Holmes
Linda B. Holmes
System Development Manager

EXHIBIT A

LEGAL DESCRIPTION

The Property is legally described as follows:

All of that certain 89.41 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated January 22, 1963, recorded in Volume 457, Page 593 Deed Records of Williamson County, Texas.

EXHIBIT B

The premises is legally described as follows:

An approximately 50' x 50' site located in the northeast corner of the Property. A survey reflecting the Premises including a metes and bounds description of the Premises and any access and utility easements, if any, will be provided to Landlord for approval prior to construction. Landlord's approval will not be unreasonably withheld, conditioned or delayed.

Cell Site No. RADIO TOWER
 Market: CW PS AUSTIN
 Address: 6197 RR 2243, GEORGETOWN, TX 78628

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment"), dated as of the date below, is by and between ROMULO LOZANO, JR., and APOLONIA LOZANO, a husband and wife, having a mailing address of 6531 FM 2243, GEORGETOWN, TX 78628 (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (as successor in interest to ACC/McCaw Cellular of Fresno), having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a(n) OPTION AND LEASE AGREEMENT dated February 1, 2000, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 6197 RR 2243, GEORGETOWN, TX 78628 ("Lease"); and

WHEREAS, Landlord and Tenant desire to amend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to add additional provisions found in Exhibit A to this Amendment;

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** All references to the Term of the Lease shall be amended to provide that that any renewal terms provided in the Lease shall be automatically renewed unless Tenant provides Landlord with notice at least sixty (60) days prior to the end of the renewal term of Tenant's desire not to renew the Lease. In addition, Tenant has the right to renew the Lease for up to three (3) additional five (5) year terms (Renewal Terms) in addition to any renewal terms under the current Lease. Such Renewal Terms will begin at the end of the last renewal date available under the Lease. The Lease will renew automatically unless Tenant provides Landlord with at least sixty (60) days written notice prior to the end of the Term of Tenant's intent to terminate at the end of the Term, plus a termination fee equal to three (3) months of the then current Rent.

2. **Modification of Rent.** Commencing on May 1, 2005, the Rent payable under the Lease shall be Two Hundred Forty and no/100 dollars (\$240.00) per month, and shall continue during the Lease.

3. **Future Rent Increases.** The Lease is amended to provide that the escalations in Rent provided in section five (5) of the Lease are hereby removed from the Lease.

4. **Notices.** Section sixteen (16) of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

As to Tenant: Lease Administration, c/o Wireless Asset Management, Re: Cell Site #/Name RADIO TOWER, P. O. Box 2088, Rancho Cordova, CA 95741-2088;

As to Landlord: ROMULO LOZANO, JR., and APOLONIA LOZANO, 6531 FM 2243, GEORGETOWN, TX 78628.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Additional Provisions:** The Lease is amended to add the additional provisions found in Exhibit A to this Amendment.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date set forth below.

Landlord:

By: Romulo Lozano Jr. Date 3/24/05
ROMULO LOZANO, JR.

By: Apollonia Lozano Date 3-24-05
APOLONIA LOZANO

Tenant:

NEW CINGULAR WIRELESS PCS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: Shawn Reikman

Name: Shawn Reikman

Title: Corp Mgr

Date: 6-30-05

EXHIBIT A

Additional Provisions:

The Lease is amended to add the following provisions:

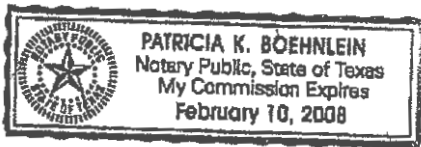
1. Expansion of the Premises and Permitted Use: Landlord hereby agrees to allow Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Premises at any time during the term of this Lease, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Lease and shall have no further liability to Landlord. If such modification, supplement, replacement upgrade, expansion or refurbishment requires additional space, Landlord agrees, to the extent practicable and on a space available basis, that Tenant may expand the Premises or may use additional space on the Property, at no additional cost to Tenant, so that Tenant may implement such modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion.

TENANT ACKNOWLEDGEMENT

STATE OF Washington)
Texas) ss:

COUNTY OF King)
Boraw)

On the 30 day of June, 2005 before me personally appeared Shaun Rickman,
and acknowledged under oath that (s)he is the Implementation Manager of
New Circular Wireless PCS, LLC, the corporation
named in the attached instrument, and as such was authorized to execute this instrument on behalf of the corporation.

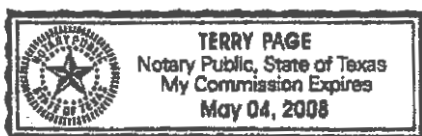


Patricia K. Boehnlein
Notary Public:
My Commission Expires: 2/10/2008

LANDLORD ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss:
COUNTY OF Williamson)

BE IT REMEMBERED, that on this 24th day of MARCH, 2005, before me, the subscriber, a
person authorized to take oaths in the State of TEXAS, personally appeared ROMULO LOZANO,
JR., and APOLONIA LOZANO who, being duly sworn on his/her/their oath, deposed and made proof to my
satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to
him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the
same as his/her/their voluntary act and deed for the purposes therein contained.



T. Page
Notary Public:
My Commission Expires: 5/4/2008