REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GORDON L. STANFORD and DONNA WALSH STANFORD** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY**, **TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.296 acre (100,019 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 39**); and

All of that certain 0.0700 acre (3,050 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 41**); and

Electric Utility Easement interest only in and to that certain 0.5160-acre (22,475 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C," attached hereto and incorporated herein (**Parcel 39EE)**; and

Water Line Easement interest only in and to that certain 0.0802-acre (3,495 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, and the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D," attached hereto and incorporated herein (**Parcel 41E**); and

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

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

- 2.01. The Purchase Price for the fee simple portion of the Property described in Exhibits "A-B" shall be the sum of TWO HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY and 00/100 Dollars (\$279,270.00).
- 2.01.1. The Purchase Price for the Electric Utility Easement portion of the Property described in Exhibit "C" shall be the sum of FORTY-TWO THOUSAND ONE HUNDRED FORTY and 00/100 Dollars (\$42,140.00).
- 2.01.1. The Purchase Price for the Water Line Easement portion of the Property described in Exhibit "D" shall be the sum of FOUR THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars (\$4,370.00).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
 - 4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-B," deliver a duly executed Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "C", and deliver a duly executed and acknowledged Water Line Easement, conveying such interest to Sonterra Municipal Utility District to the portions of the Property described in Exhibit "D," and, all 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 "E" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein. The Water Line Easement shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in 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".
 - (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract 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 for by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by the Purchaser.
 - (4) Attorney's fees paid by each party 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 the Williamson County commissioners' court, 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 October 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 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.

[signature pages follow]

SELLER:

Gordon L. Stanford

Address: 3660 CR 314

JARRELL, Tx 76537

Date: 9-3-2024

Donna Walsh Stanford

Date: 9-3-2024

PURCHASER:

Ву:	Bill Gravell, Jr. (Sep 11, 2024 07:30 CDT)	Address:	710 Main Street, Suite 10
	Bill Gravell, Jr.		Georgetown, Texas 78626
	County Judge		

Date: Sep 11, 2024

County: Williamson
Parcel: 39, Stanford
Highway: County Road 314

EXHIBIT A PROPERTY DESCRIPTION

DESCRIPTION OF A 2.296 ACRE (100,019 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 74.2 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO GORDON L. STANFORD & DONNA WALSH STANFORD IN DOCUMENT NO. 9845403, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 2.296 ACRES (100,019 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found (Grid Coordinates determined as N=10,266,475.65, E=3,162,323.84) on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records, Williamson County, Texas, said point being the northwesterly corner of said 74.2 acre tract, for the **POINT OF BEGINNING** and northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found with plastic cap stamped "RPLS-4641" found being an angle point in said existing southerly ROW line, same line being the northerly boundary line of said 244.98 acre tract, bears S 70°39'33" W, a distance of 915.01 feet;

- 1) **THENCE, N 69°24'15" E**, with said existing southerly ROW line and said northerly boundary line of the 74.2 acre tract, a distance of **1,497.11 feet** to a calculated point being the northwesterly corner of that called 13.581 acre tract of land described in Assumption Deed to Gordon L. Stanford in Volume 2307, Page 524, Official Records, Williamson County, Texas, same point being the northeasterly corner of said 74.2 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found being an angle point in said existing southerly ROW line, same line being the northerly boundary line of said 13.581 acre tract, said point being the most northerly northeast corner of said 13.581 acre tract bears N 69°24'15" E, a distance of 1,094.69 feet;
- 2) **THENCE**, **S 21°20'33"** E, departing said existing southerly ROW line, with the common boundary line of said 13.581 acre tract and said 74.2 acre tract, a distance of **73.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 189+98.23, on the proposed southerly ROW line of C.R. 314 (variable ROW width) for the beginning of a non-tangent curve to the left, and the southeasterly corner of the herein described parcel;

THENCE, with said proposed southerly ROW, through the interior of said 74.2 acre tract, the following four (4) courses:

- 3) with said curve to the left having a radius of 1,252.00 feet, a delta angle of 05°29'16", an arc length of 119.92 feet, and a chord which bears S 72°03'06" W, a distance of 119.87 feet, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 188+71.80, for a point of tangency;
- 4) **S 69°18'28" W**, a distance of **925.16 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 179+46.64, for the beginning of a tangent curve to the right;

07/30/2024 Page 2 of 6

County: Williamson
Parcel: 39, Stanford
Highway: County Road 314

- 5) with said curve to the right having a radius of **3,928.00** feet, a delta angle of **03°28'56"**, an arc length of **238.73** feet, and a chord which bears **S 71°02'56" W**, a distance of **238.69** feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 177+12.04, for a point of tangency;
- 6) **S 72°47'24" W**, a distance of **214.31 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 174+97.74, in the common boundary line of said 244.98 acre tract and said 74.2 acre tract, for the southwest corner of the herein described parcel;
- 7) **THENCE**, **N 21°19'55" W**, departing said proposed southerly ROW line, with said common boundary line of the 244.98 acre tract and the 74.2 acre tract, a distance of **50.00 feet** to the **POINT OF BEGINNING**, containing 2.296 acres (100,019 sq. ft.) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

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

Inland Geodetics

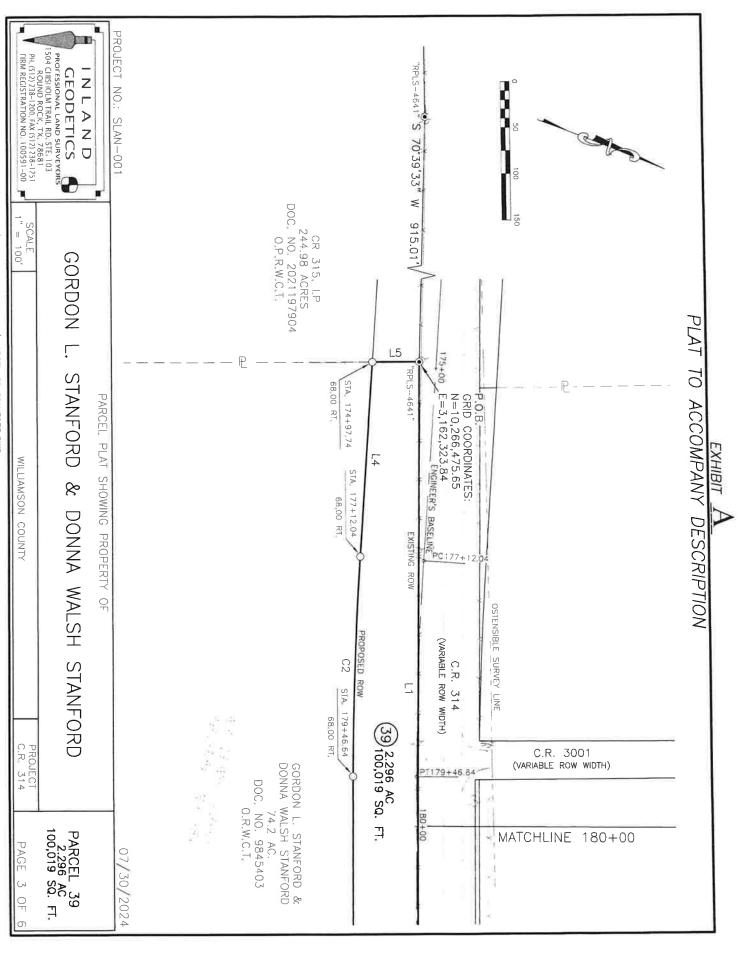
Miguel A. Escobar, L.S.L.S., R.P.L.S.

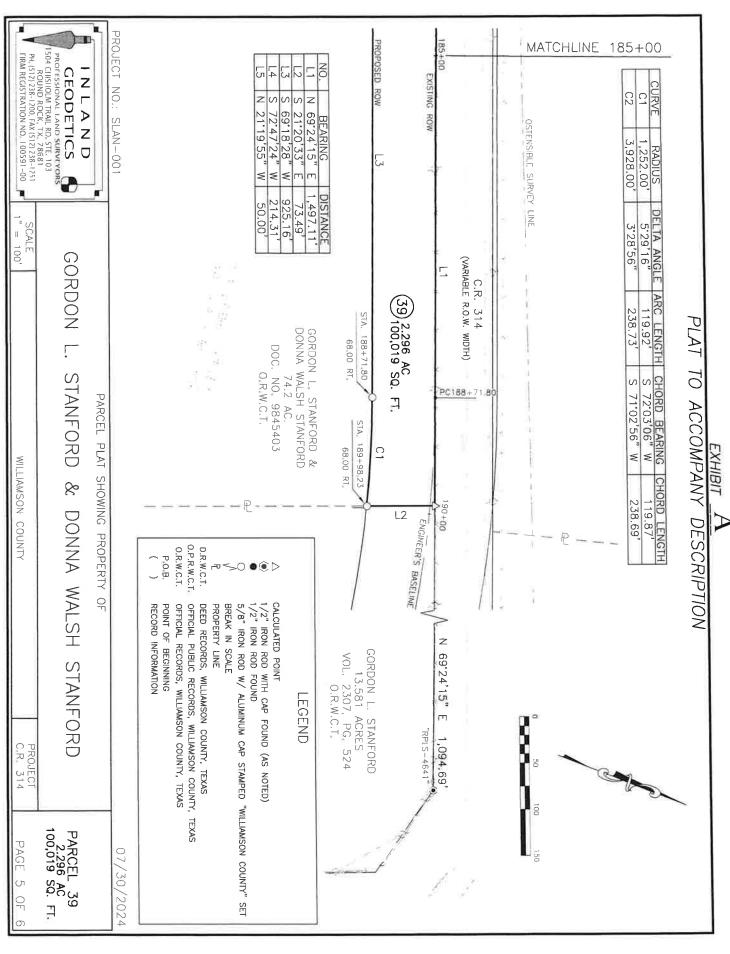
Texas Reg. No. 5630

1504 Chisholm Trail Rd #103 Round Rock, Tx 78681

TBPELS Firm No. 10059100

Project No: SLAN-001





TO ACCOMPANY DESCRIPTION

NOTES:

- 亡 BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2 THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 6 OF UTILITIES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES, FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE
- 4 THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5 THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6 REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402769, EFFECTIVE D5/06/2024, ISSUED 05/16/2024, THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON, SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY. REFLECTED HEREON.

I MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLER AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED)

INLAND GEODETICS

ROUND ROCK, TX 78681 TEXAS REG NO MIGUEL FIRM NO ESCOBAR, LS.LS. RPLS. 5630 10059100



SCHEDULE B:

100. (NOT A SURVEY MATTER)

(NOT A SURVEY MATTER)

10Ь.

10c (NOT A SURVEY MATTER)

10d (NOT A SURVEY MATTER)

- 10e. LECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- <u>of.</u> TEXAS, (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY) WASTEWATER EASEMENT DATED OCTOBER 22, 2020, TO SONTERRA MUNICIPAL UTILITY RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLIAMSON COUNTY,
- 109, ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
- 10h, TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF
- 10i. (NOT A SURVEY MATTER)
- 10j. (NOT A SURVEY MATTER)
- <u>0</u>k ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.
- RIGHTS OF PARTIES IN POSSESSION

0

07/30/2024

PROJECT NO.: SLAN-001

PROHESSIONAL LANIJ SURVEYORS
1504 CHSHOLM TRAIL RD, STE., 103
ROUND ROCK, TX, 78681
PH. (\$12) 238-1200, FAX (\$72) 238-1251
FIRM REGISTRATION NO. 100591-00 GEODETICS .

GORDON L.

PARCEL PLAT SHOWING PROPERTY OF

STANFORD & DONNA WALSH STANFORD

WILLIAMSON COUNTY

PARCEL 2.296 100,019 s 39 SQ. Д.

PAGE S 9

C.R PROJECT C.R. 314 County: Williamson Parcel: 41, Stanford Highway: County Road 314

EXHIBIT PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0700 ACRE (3,050 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 13,581 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO GORDON L. STANFORD AND DONNA WALSH STANFORD IN DOCUMENT NO. 1998056521, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0700 ACRE (3,050 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found being an angle point in the westerly boundary line of said 13,581 acre tract, same point being in the easterly boundary line of the westerly remainder of that called 92.5 acre tract of land described in Assumption Deed to Gordon L. Stanford recorded in Volume 2307, Page 524, Official Records, Williamson County, Texas;

THENCE, S 70°44'23" E with the common boundary line of said remainder of the 92.5 acre tract and said 13.581 acre tract, a distance of 39.84 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as: N=10,266,834.72, E=3,163,088.47), being 68.00 feet left of Engineer's baseline station 183+35.90, on the proposed northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width), for the POINT OF BEGINNING and the northwesterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line of C.R. 314, through the interior of said 13.581 acre tract, the following two (2) courses

- 1) N 69°18'28" E, a distance of 535.90 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 188+71.80, for the beginning of a tangent curve to the right;
- 2) with said curve to the right having a radius of 1,388.00 feet, a delta angle of 04°55'25", an arc length of 119.28 feet, and a chord which bears N 71°46'11" E. a distance of 119.24 feet, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 189+85.23, on the existing northerly ROW line of C.R. 314 (variable ROW width), for the most easterly corner of the herein described parcel, from which a 1/2 inch iron rod found being the southeast corner of that called 5.00 acre tract of land described in Special Warranty Deed to Gordon Stanford in Volume 2191, Page 796, said Official Records, bears N 69°19'52" E, a distance of 495,02
- 3) THENCE, S 69°19'52" W, departing said proposed northerly ROW line, with said existing northerly ROW line, same line being the southerly boundary line of said 13.581 acre tract, a distance of 649.23 feet to a calculated point, being the southwesterly corner of said 13.581 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-ESMT" found, bears S 69°19'52" W, a distance of 392.06 feet;
- 4) THENCE, N 70°44'23" W, with said common boundary line of the remainder of the 92.5 acre tract and the 13,581 acre tract, a distance of 7.57 feet to the POINT OF BEGINNING, and containing 0.0700 acre (3.050 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or quarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

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

Inland Geodetics

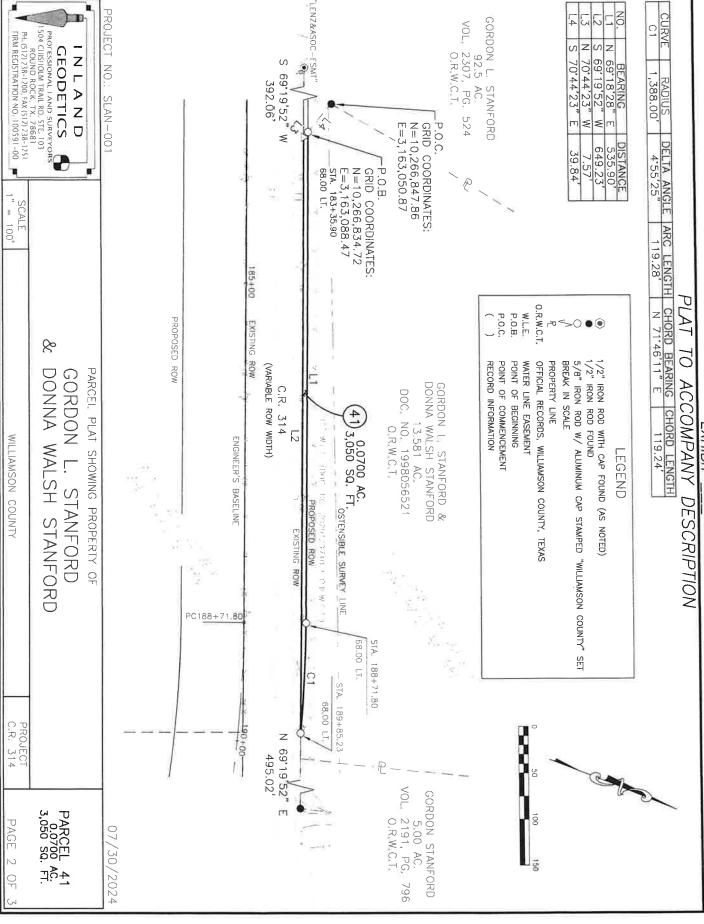
Miguel A. Escobar, L.S.L.S., R.P.L.S. Texas Reg. No. 5630 1504 Chisholm Trail Rd #103 Round Rock, Tx 78681

TBPELS Firm No. 10059100

Project No: SLAN-001



EXHIBIT B



PLAI TO ACCOMPANY DESCRIPTION

NOTES:

- _ BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NADB3 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

10c,

- 3) DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR OF UTILITIES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED, NO EXCAVATIONS WERE MADE UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE FIELD LOCATION
- 4 THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5 THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. G12402767, EFFECTIVE 05/06/2024, ISSUED 05/14/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HTERON. SURVEYOR HAS RELICD UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS AND RESTRICTIONS AFFECTING THE PREPARATION OF THE SURVEY AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON

SCHEDULE B:

10a (NOT A SURVEY MATTER)

106

- WATER UTILITY EASEMENT DATED OCTOBER DISTRICT, RECORDED UNDER DOCUMENT NO. COUNTY, TEXAS. (THE LOCATION IS SHOWN) 6, 2020, To 2020129710, TO SONTERRA MUNICIPAL UTILITY O, OFFICIAL RECORDS, WILLIAMSON
- THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN ACAINST ANY RIGHT, TITLE, INTEREST OR CLAIM (VALID OR RIVALID) OF ANY CHARACTER HAD OR ASSERTED BY THE STATE OF TEXAS OR BY ANY OTHER COVERNMENT OR GOVERNMENT OR GOVERNMENT OR BY THE PUBLIC GENERALLY IN OR TO ANY PORTIONS OF THE HEREIN DESCRIBED PROPERTY THAT MAY BE WITHIN THE BED OF ANT STREAM OR WATERWAY OR ANY EASEMENT ALONG OR ABUTTING THE SAME; OR ANY FASEMENT ALONG OR ABUTTING THE SAME; OR THE PERTANNING THEREO, AND ANY AREAS AFFECTED BY CHANGES THEREOF DUE TO EROSION, EVULSION OR
- 10d ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.
- 10e ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
- 10f TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD
- 10g. (NOT A SURVEY MATTER)
- 10% (NOT A SURVEY MATTER)
- 10: WHICH MAY ARISE BY UNRECORDED EASEMENTS GRANT OR BY USE. THE EXISTENCE
- 0 RIGHTS OF PARTIES IN POSSESSION

INLAND GEODETICS

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLER AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF

M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED)

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S. TEXAS REG. NO. 5630 504 CHISHOLM TRAIL RD #103

PROJECT NO.: SLAN-001 TBPELS FIRM NO. 1005 10059100

INLAND

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OFESS IONE JEL ANGEL SURVEYOR 5630 **ESCOBAR**

07/30/2024

PARCEL PLAT SHOWING PROPERTY OF

ģ DONNA WALSH STANFORD GORDON L. STANFORD

WILLIAMSON COUNTY

PROJECT C.R. 314 C R PARCEL 0.0700 3,050 SQ. . 14.6E

PAGE 유

1504 CHISHOLM TRAIL RD. STE, 103 ROUND ROCK, TX, 78681 PH, (512) 738-1200, FAX (512) 738-1251 TIRM REGISTRATION NO. 100591-00 PROFESSIONAL LAND SURVEYORS County: Williamson
Parcel: 39EE, Stanford
Highway: County Road 314

DESCRIPTION OF A 0.5160 ACRE (22,475 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 74.2 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO GORDON L. STANFORD & DONNA WALSH STANFORD IN DOCUMENT NO. 9845403, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.5160 ACRES (22,475 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found (Grid Coordinates determined as N=10,266,475.65, E=3,162,323.84) on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records, Williamson County, Texas, said point being the northwesterly corner of said 74.2 acre tract;

THENCE, S 21°19'55" E with the common boundary line of said 244.98 acre tract and said 74.2 acre tract, a distance of 49.99 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,266,429.08, E=3,162,342.02), being 68.00 feet right of Engineer's baseline station 174+97.74, on the proposed southerly ROW line of C.R. 314 (variable ROW width) for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with said proposed ROW line, through the interior of said 74.2 acres, the following four (4) courses:

- 1) N 72°47'24" E, a distance of 214.31 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68,00 feet right of Engineer's baseline station 177+12.04, for the beginning of a tangent curve to the left;
- 2) with said curve to the left, having a radius of **3,928.00 feet**, a delta angle of **03°28'56"**, an arc length of **238.72 feet**, and a chord which bears **N 71°02'56"** E a distance of **238.69 feet**, to a calculated point, being 68.00 feet right of Engineer's baseline station 179+46.64, for a point of tangency;
- 3) N 69°18'28" E, a distance of 925.16 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 188+71.80, for the beginning of a tangent curve to the right;
- 4) with said curve to the right having a radius of 1,252.00 feet, a delta angle of 05°29'16", an arc length of 119.92 feet, and a chord which bears N 72°03'06" E, a distance of 119.87 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 189+98.23, being in the westerly boundary line of that called 92.5 acre tract of land described in Assumption Deed to Gordon L. Stanford in Volume 2307, Page 524, Official Records, Williamson County, Texas, same point being in the easterly line of said 74.2 acre tract, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, **S 21°20'33" E**, with the common boundary line of said 92.5 acre tract and said 74.2 acre tract, a distance of **15.09 feet** to a calculated point, for the beginning of a non-tangent curve to the left, and the southeasterly corner of the herein described parcel;

THENCE through the interior of said 74.2 acre tract, the following four (4) courses:

07/30/2024 Page 2 of 6

County: Williamson
Parcel: 39EE, Stanford
Highway: County Road 314

- 6) with said curve to the left having a radius of 1,237.00 feet, a delta angle of 05°33'45", an arc length of 120.09 feet, and a chord which bears S 72°05'21" W, a distance of 120.05 feet to a calculated point, for a point of tangency;
- 7) **S 69°18'28" W**, a distance of **925.16 feet** to a calculated point for the beginning of a tangent curve to the right;
- 8) with said curve to the right having a radius of **3,943.00 feet**, a delta angle of **03°28'56"**, an arc length of **239.64 feet**, and a chord which bears **S 71°02'56" W**, a distance of **239.60 feet** to a calculated point, for a point of tangency;
- 9) **S 72°47'24" W**, a distance of **213.23 feet** to a calculated point in said common boundary line of the 244.98 acre tract and the 74.2 acre tract, for the southwesterly corner of the herein described parcel;
- 10) **THENCE, N 21°19'55" W**, with said common boundary line of the 244.98 acre tract and the 74.2 acre tract a distance of **15.04 feet** to the **POINT OF BEGINNING**, containing 0.5160 acres (22,475 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

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

Inland Geodetics

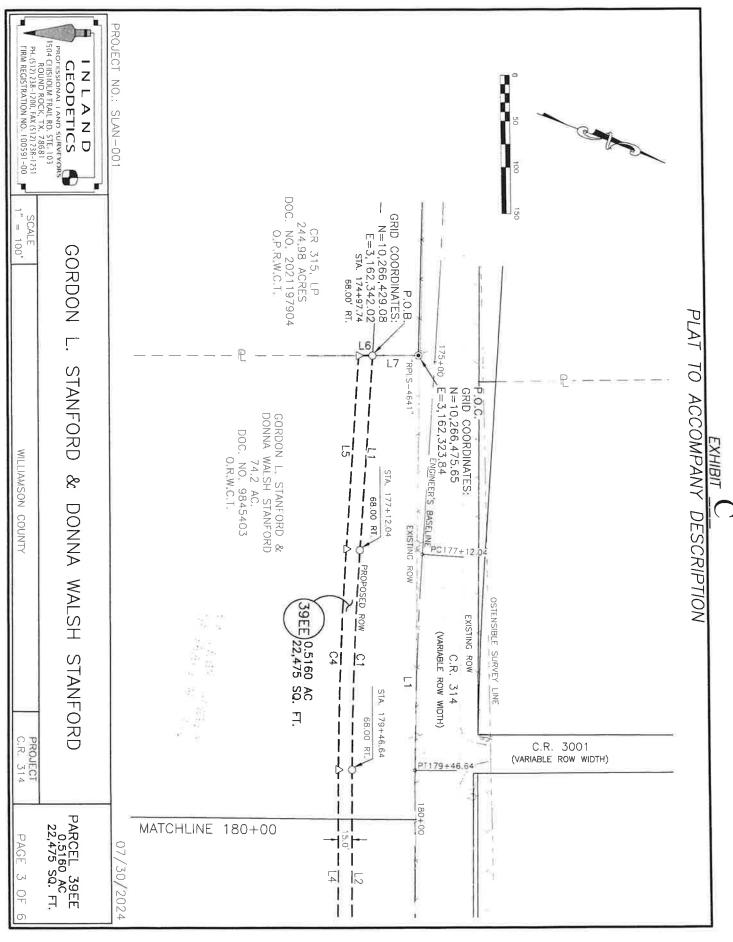
Miguel A. Escobar, L.S.L.S., R.P.L.S.

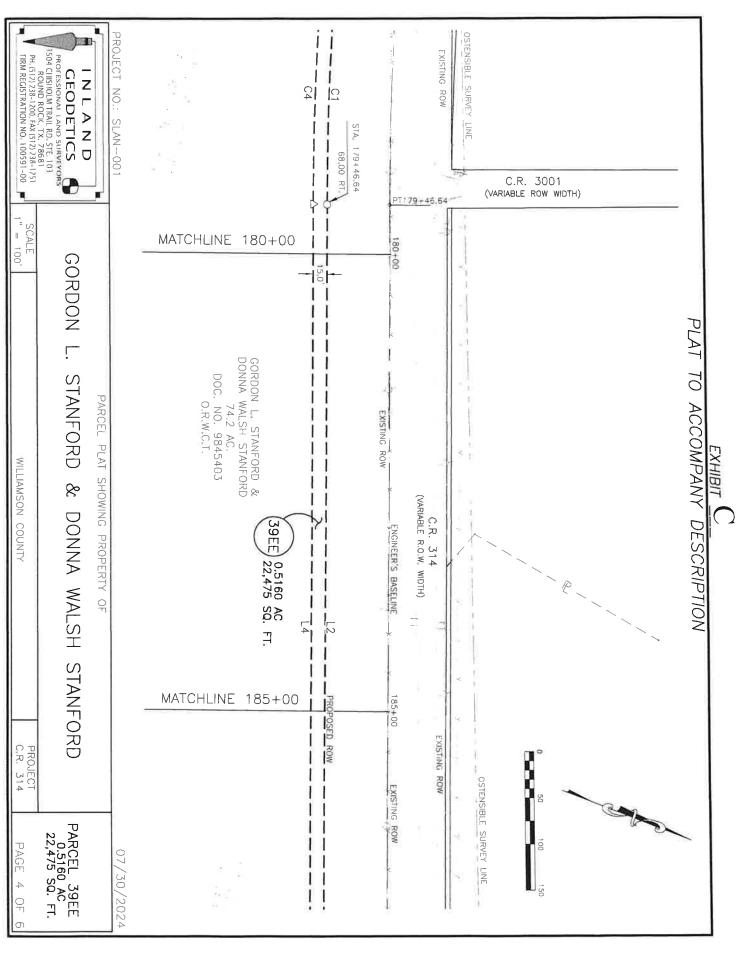
Texas Reg. No. 5630 1504 Chisholm Trail Rd #103 Round Rock, Tx 78681

TBPELS Firm No. 10059100

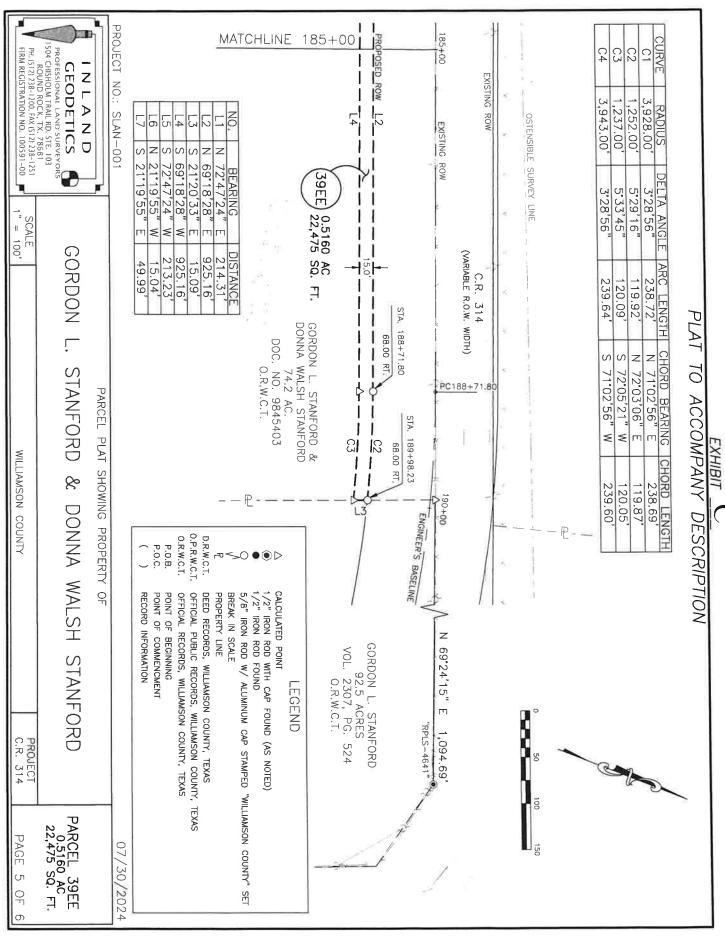
Project No: SLAN-001

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PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- こ BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 5 UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES, MAY WARY FROM LOCATIONS SHOWN HEREON ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED, NO EXCANATIONS WERE MADE DURING THE PROCRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES, FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCANATION IS BEGUN, CONTACT THE APPROPRIATE AGENCITS FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGGING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 9 THE SUBJECT CORNERS. TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR
- 7 05/06/2024, ISSUED 05/16/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULT B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON, SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT MOUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN USBBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402769, EFFECTIVE

I, MIGUEL A, ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY OLSCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED)

INLAND GEODETICS

MIGUEL A ESCOBAR, L.S.L.S., R.P.L.S. TEXAS REG. NO. 5630 TBPELS FIRM NO 1504 CHISHOLM TRAIL RD #103 ROUND ROCK, TX 78681 10059100

MIGUEL ANGEL ESCOBAR STATE OF THE STERK FESS 10NF SURVEYOR 5630

SCHEDULE B:

10a (NOT A SURVEY MATTER)

(NOT A SURVEY MATTER)

10c. (NOT A SURVEY MATTER)

(NOT A SURVEY MATTER)

10e, ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

101. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLIAMSON COUNTY, (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

109., ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN A ROAD OR ROADWAY. THE BOUNDARIES

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD

10: (NOT A SURVEY MATTER)

10j. (NOT A SURVEY MATTER)

10k ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

0 RIGHTS OF PARTIES IN POSSESSION

07/30/2024

PROJECT NO : SLAN-001 INLAND H

1504 CHISHOLM TRAIL RD, STE, 103 ROUND ROCK, TX, 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00 PROFESSIONAL LAND SURVEYORS

504 CHISHOLM TRAIL BD CTT

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD œ DONNA WALSH STANFORD

WILLIAMSON COUNTY

C R PROJECT C.R. 314 0.5160 22,475 S PAGE 5 윽

PARCE SQ. AC FT 39EE County: Williamson
Parcel: 41E, Stanford
Highway: County Road 314

DESCRIPTION OF A 0.0802 ACRE (3,495 SQ, FT.) PARCEL OF LAND IN THE A,A, LEWIS SURVEY, ABSTRACT NO, 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 13.581 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO GORDON L. STANFORD AND DONNA WALSH STANFORD IN DOCUMENT NO. 1998056521, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0802 ACRE (3,495 SQ, FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found (Grid Coordinates determined as: N=10,266,847,86, E=3,163,050.87) being an angle point in the easterly boundary line of the westerly remainder of that called 92.5 acre tract of land described in Assumption Deed to Gordon L, Stanford recorded in Volume 2307, Page 524, Official Records, Williamson County, Texas, same line being the westerly boundary line of said 13,581 acre tract;

THENCE, S 70°44′23″ E with the common boundary line of said remainder of the 92.5 acre tract and the 13.581 acre tract, a distance of 16.25 feet to a calculated point (Grid Coordinates determined as: N=10,266,842.50, E=3,163,066.20), for the **POINT OF BEGINNING** and the northwesterly corner of the herein described parcel;

- 1) THENCE, N 69°19'52" E, over and across said 13.581 acre tract, a distance of 702.58 feet to a calculated point in the westerly boundary line of that called 5,00 acre tract of land described in Warranty Deed to Gordon Stanford in Volume 2191, Page 796, Official Records of Williamson County, Texas, same line being the easterly boundary line of said 13.581 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears N 15°12'18" W, a distance of 447,35 feet;
- 2) THENCE, S 15°12'18" E, with the common boundary line of said 5,00 acre tract and said 13.581 acre tract, a distance of 5.02 feet to a calculated point for the southeasterly corner of the herein described parcel;
- 3) THENCE, S 69°19'52" W, over and across said 13.581 acre tract, a distance of 696.13 feet to a calculated point in said common boundary line of the remainder of the 92.5 acre tract and the 13.581 acre tract;
- 4) THENCE, N 70°44'23" W, a distance of 7.79 feet to the POINT OF BEGINNING, having an area of 0,0802 acres, (3,495 square feet) of land, more or less:

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

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

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S. Texas Reg. No. 5630 1504 Chisholm Trail Rd #103 Round Rock, Tx 78681

TBPELS Firm No. 10059100 Project No: SLAN-001 MIGUEL ANGEL ESCOBAR D

5630

SURVE

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PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HERFON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON ADDITIONAL BURBED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURBED UTILITIES/STRUCTURES, FOR INFORMATION REGARDING BURBED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.
- 7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. 672402767, EFFECTIVE 05/06/7024, ISSUED 05/14/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE HITLE COMMITMENT WERE REVIEWED BY THE SUPEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INDURRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN USBBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUFI A. ESCOBAR, L.S.L.S., R.P.J.S. IEXAS REG. NO. 5630 1504 CHISHOIM TRAIL RD #103 ROUND ROCK, TX 78681 TBPELS FIRM NO. 10059100

PROJECT NO .: SLAN-00

GEODETICS

PARCEL PLAT SHOWING PROPERTY OF

& DONNA WALSH STANFORD

PARCEL 41E
0.0802 AC.
3,495 SQ. FT.

COUNTY
PROJECT
C.R. 314
PAGE 3 OF

SCHEDULE B:

100. (NOT A SURVEY MATTER)

- 10b. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10c. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST ANY RIGHT, TITLE, INTEREST OR CLAIM (VALID OR NIVALID) OF ANY CHARACTER HAD OR ASSERTED BY THE STATE OF TEXAS OR BY ANY OTHER GOVERNMENT OR GOVERNMENTAL AUTHORITY OR BY THE PUBLIC GENERALLY IN OR TO ANY PORTIONS OF THE HEREIN DESCRIBED PROPERTY THAT MAY BE WITHIN THE BED OF ANT STREAM OR WATERWAY OR ANY EASEMENT ALONG OR ABUTTING THE SAME; OR ANY FILLED IN PORTION THEREOF, ARTIFICIAL ISLAND THEREIN, RIPARIAN OR LITTORAL RIGHTS PERTAINING THERETO, AND ANY AREAS AFFECTED BY CHANGES THEREOF DUE TO EROSION, EVULSION OR ACCRETION.
- 10d. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY COVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.
- 10e, ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
- 10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD
- 10g (NOT A SURVEY MATTER)
- 10h (NOT A SURVEY MATTER)
- 10; ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.
- 10j, RIGHTS OF PARTICS IN POSSESSION

DARCE: 41F

/29/2024

PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (517) 238-1751

FIRM REGISTRATION NO. 100591-00

EXHIBIT "E"

Parcel 439/41

DEED

County Road 314 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 GORDON L. STANFORD and DONNA WALSH STANFORD, 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(s) or parcel(s) 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 2.296 acre (100,019 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 39); and

All of that certain 0.0700 acre (3,050 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 41)

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 or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

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.

This deed is being delivered in lieu of condemnation.

[signature page follows]

GRANTOR:			
GORDON L. STANFORD			
ACKNOWLEDGMENT			
STATE OF TEXAS	§		
COUNTY OF	§ §		
	ged before me on this the day of, capacity and for the purposes and consideration recited		
	Notary Public, State of Texas		

GRANTOR:	
DONNA WALSH STANFORD	- :
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	\$ \$ \$
This instrument was acknow 2024 by Donna Walsh Stanford in therein.	vledged before me on this the day of, the capacity and for the purposes and consideration recited
	Notary Public, State of Texas
PREPARED IN THE OFFICE O	r·
	Sheets & Crossfield, PLLC
	309 East Main
	Round Rock, Texas 78664
GRANTEE'S MAILING ADDRES	S:
	Williamson County, Texas
	Attn: County Auditor
	710 Main Street, Suite 101
	Georgetown, Texas 78626
THE RECORDING PETUR	. TO

EXHIBIT "F"

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

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

That GORDON L. STANFORD and DONNA WALSH STANFORD, of <u>Williamson</u> County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in <u>Williamson</u> County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

None

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Gordon L. Stanford	Donna Walsh Stanford
ACKNO	DWLEDGEMENT
THE STATE OF TEXAS	§
COUNTY OF	§ §
This instrument was acknowledged before me on _Standford, the person(s) named as Grantor(s) on the	, 2024, by Gordon L. ne first page of this document.
	Notary Public, State of Texas
ACKNO	OWLEDGEMENT
THE STATE OF TEXAS	§
COUNTY OF	§ § §
This instrument was acknowledged before me on Stanford, the person(s) named as Grantor(s) on the	, 2024, by Donna Walsh e first page of this document.
	Notary Public, State of Texas
***********	*************
DO NOT WRITE BELOW THIS LINE	RESERVED SPACE BELOW FOR RECORDING A

EXHIBIT "G"

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

WATER LINE EASEMENT

COUNTY OF WILLIAMSON		
EFFECTIVE DATE:	, 2024	
GRANTOR: GORDON L. STAN	FORD and DONNA WALSH STANFORD	
GRANTOR'S MAILING ADDRESS	: 3660 CR 314, Jarrell, Texas <i>7</i> 6537	
GRANTEE: SONTERRA MUN of the State of Texas	ICIPAL UTILITY DISTRICT, a political subdivision	
GRANTEE'S MAILING ADDRESS	c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Travis County, Texas 78701	
CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.		

LIENHOLDER(S): NONE

LIENHOLDER'S MAILING ADDRESS (including County):

EASEMENT TRACT:

The 0.0802 acre tract or parcel of land located in Williamson County, Texas, more fully described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Easement Tract**"). (Parcel 41E)

Grantor, for the consideration paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed water lines and related facilities, appurtenances, structures or improvements as may be necessary or useful for

Water Line Easement

the provision of water utility services (collectively, the "<u>Facilities</u>") in, upon, under and across the Easement Tract; making connections to the Facilities; maintaining the Easement Tract by clearing and removing vegetation and debris; and for access related to such purposes (the "Water Easement").

The Water Easement will be non-exclusive; however, (a) no permanent structure may be constructed on the surface of the Easement Tract; (b) Grantor may not use the Easement Tract in any manner or grant any other easement or conflicting rights on, over, across, or under the Easement Tract that interferes or is inconsistent with or prevents the use of the Water Easement by Grantee as contemplated herein; and (c) Grantee will have no obligation to restore or replace any landscaping or other improvements installed or placed on, over, or under the Easement Tract that are removed, damaged, or destroyed as a result of Grantee's use of the Water Easement as contemplated herein.

TO HAVE AND TO HOLD the Water Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Water Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

	<u>GRANTOR:</u>	
	Gordon L. Stanford	
THE STATE OF TEXAS COUNTY OF	§ § §	
	acknowledged before me on y Gordon L. Stanford.	the day of
(SEAL)	Notary Public Signature	

	GRANTOR:	
	Donna Walsh Stanford	
THE STATE OF TEXAS §		
COUNTY OF §		
	owledged before me on the _ na Walsh Stanford.	day of
	Notary Public Signature	
(SEAL)	· ·	
AFTER RECORDING PLEASE RETUI	RN TO:	
Carter Dean		

Armbrust & Brown, PLLC 100 Congress Ave., Ste. 1300 Austin, Texas 78701