

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-738-8731 (D) • fax 512-255-8986

john@scrlaw.com

November 6, 2024

Lorey Stabeno
1020 Old 1460 Trail
Georgetown, Texas 78626

Re: Williamson County, Texas; CR 314, Parcels 22E and 22EE
Jarrell-Schwertner Water Supply Corp. Water Line Easement, and
Bartlett Electrical Utility Easement

Dear Lorey Stabeno,

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent water line and electrical utility easement by Williamson County, Jarrell-Schwertner Water Supply Corporation, and Bartlett Electric Cooperative, Inc. (collectively the “County”) in and across portions of the property owned by you (“Owner”) as part of the County’s proposed CR 314 improvements (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged water line easement (“Easement”) in and to a 0.1391-acre tract of land (Parcel 22E), said property and easement rights being more particularly described by the terms and metes and bounds in Exhibit “I” attached hereto and incorporated herein, County shall pay Owner the sum of **\$16,147.50** in cash or other good funds.
2. In return for Owner’s delivery to County of a fully executed and acknowledged electrical utility easement (“Easement”) in and to a 0.1391-acre tract of land (Parcel 22EE), said property and easement rights being more particularly described by the terms and metes and bounds in Exhibit “II” attached hereto and incorporated herein, County shall pay Owner the sum of **\$16,147.50** in cash or other good funds.
3. The cash sum of sections one through two above, totaling **\$32,295.00**, is hereinafter referred to as the full “Purchase Price.”
4. If requested by County, the Closing and completion of these transactions shall take place at Longhorn Title Company (“Title Company”) within thirty (30) days

after full execution of this Agreement, or at other date and time agreed to between the parties.

5. Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.
6. Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 6, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.
7. To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.
8. This Agreement is being made, and the Easements are being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing as quickly as possible.

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

Very truly yours,

/s/ John L. Kelley
John L. Kelley
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

By: Lorey Stabeno

Name: Lorey Stabeno

Date: 11-8-25

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr. (Nov 19, 2024 18:05 CST)

Bill Gravell, Jr.
County Judge

Date: Nov 19, 2024

EXHIBIT “I”

FORM OF WATER LINE EASEMENT & PROPERTY
DESCRIPTION FOLLOWS

Jarrell-Schwertner Water Supply Corporation

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Lorey Stabeno, (hereinafter called "Grantor"), in consideration of ten dollars (\$10.00) and other good and valuable consideration paid by Jarrell-Schwertner Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system wide customers, under, over and across 0.1391 acres of land, more particularly described by metes and bounds in Exhibits "A" attached hereto, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, but this right shall only be used if reasonable access is not available from an adjacent public right-of-way.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back or forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to said water lines; provided, however, that Grantee's water lines shall not be obstructed, endangered, or interfered with and that said water lines shall always be left with proper cover and sufficient and permanent support.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that they are the owner of the

above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

[signature page follows]

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day
of _____, 20_____.

Lorey Stabeno

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lorey Stabeno known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of
_____, 20_____

(Seal)

_____ County, Texas
(Notary Public in and for)

County: Williamson
Parcel: 22E, Lorey Stabeno
Highway: County Road 314

06/26/2024
Page 1 of 4

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO LOREY STABENO, RECORDED IN VOLUME 635, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N=10,263,824.77, E=3,155,655.46), being 68.00 feet right of Engineer's baseline station 103+10.77, on the proposed southerly right-of-way (R.O.W.) line of County Road 314 (C.R. 314)(variable ROW width), same point being on the easterly boundary line of that called 3.715 acre tract of land described in Warranty Deed to Theron Vaughan and Ellie Vaughan recorded in Document No. 2020009605, Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said 22.245 acre tract;

THENCE S 21°33'21" E, departing said proposed southerly ROW line, with the common boundary line of said 3.715 acre tract and said 22.245 acre tract, a distance of 10.01 feet to a calculated point (Grid Coordinates determined as: N=10,263,815.47, E=3,155,659.13) for the beginning of a non-tangent curve to the right, the **POINT OF BEGINNING**, and northwesterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract, the following two (2) courses:

- 1) with said curve to the right having a radius of **5,922.00 feet**, a delta angle of **01°49'45"**, an arc length of **189.05 feet**, and a chord which bears **N 67°26'32" E**, a distance of **189.04 feet** to a calculated point, for a point of tangency;
- 2) **N 68°21'24" E** a distance of **416.86 feet** to a calculated point on the westerly ROW line of C.R. 315 (variable ROW width), same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel, from which a 5/8 inch iron rod with plastic cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 109+18.99, bears N 21°17'33" W, a distance of 10.00 feet;
- 3) **THENCE, S 21°17'33" E**, with said westerly ROW line of C.R. 315, same line being said easterly boundary line of the 22.245 acre tract, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract, the following two (2) courses:

County: Williamson
Parcel: 22E, Lorey Stabeno
Highway: County Road 314

06/26/2024
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- 4) **S 68°21'24" W** a distance of **416.80 feet** to a calculated point at the beginning of a tangent curve to the left;
- 5) with said curve to the left having a radius of **5,912.00 feet**, a delta angle of **01°49'56"**, an arc length of **189.06 feet**, and a chord which bears **S 67°26'26" W**, a distance of **189.06 feet** to a calculated point in the common boundary line of said 3.715 acre tract and said 22.245 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears **S 21°33'21" E**, a distance of 1281.72 feet;
- 6) **THENCE, N 21°33'21" W**, with said common boundary line of the 3.715 acre tract and the 22.245 acre tract, a distance of **10.01 feet** to the **POINT OF BEGINNING**, containing 0.1391 acre (6,059 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

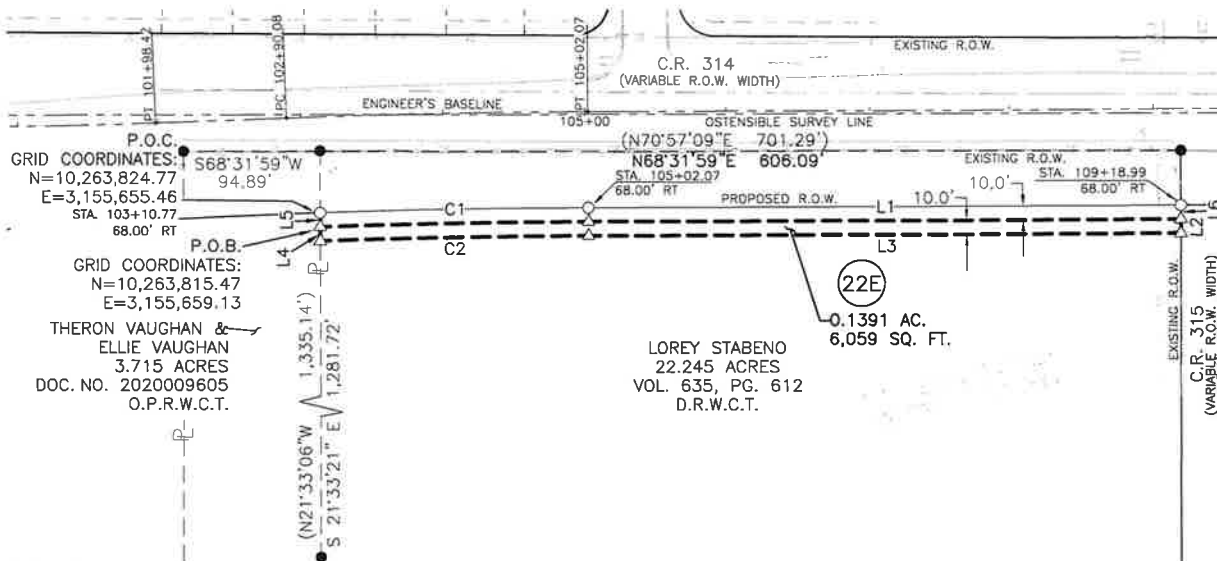
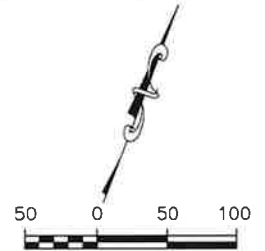


EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

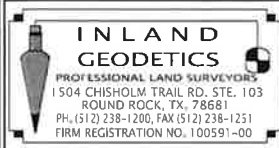
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5,922.00'	1°49'45"	189.05'	N 67°26'32" E	189.04'
C2	5,912.00'	1°49'56"	189.06'	S 67°26'26" W	189.06'

NO.	BEARING	DISTANCE
L1	N 68°21'24" E	416.86'
L2	S 21°17'33" E	10.00'
L3	S 68°21'24" W	416.80'
L4	N 21°33'21" W	10.01'
L5	S 21°33'21" E	10.01'
L6	N 21°17'33" W	10.00'



PROJECT NO.: SLAN-001

06/26/2024



PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22E
0.1391 AC.
6,059 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 4

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- 1) 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 HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE 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.
- 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) 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 COMPANY, UNDER GF NO. GT2301900, EFFECTIVE 07/02/2023 ISSUED 07/10/2023. 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 NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- ∧ BREAK IN SCALE
- PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

SCHEDULE B

- 10a. (NOT A SURVEY MATTER)
- 10b. (NOT A SURVEY MATTER)
- 10c. RIGHT OF WAY EASEMENT DATED JULY 28, 2003, EXECUTED BY LOREY STABENO TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10d. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JULY 29, 2003, EXECUTED BY LOREY STABENO TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10e. TERMS, PROVISIONS AND STIPULATIONS OF AN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023, EXECUTED BY THERON VAUGHAN AND ELLIE VAUGHAN TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10f. (NOT A SURVEY MATTER)
- 10g. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10h. RIGHTS OF PARTIES IN POSSESSION.

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



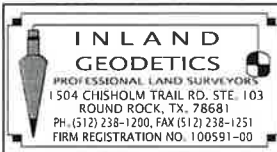
MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78661
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

PARCEL PLAT SHOWING PROPERTY OF

06/26/2024



LOREY STABENO

PARCEL 22E
0.1391 AC.
6,059 SQ. FT.

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 4 OF 4

EXHIBIT “II”

FORM OF ELECTRICAL UTILITY EASEMENT &
PROPERTY DESCRIPTION FOLLOWS

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

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

That Lorey Stabeno, of Williamson 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 aially 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 Williamson 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:

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.

Grantor
Lorey Stabeno

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Lorey Stabeno, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

County: Williamson
Parcel: 22EE, Lorey Stabeno
Highway: County Road 314

06/26/2024
Page 1 of 4

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO LOREY STABENO, RECORDED IN VOLUME 635, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N: 10,263,824.77, E:3,155,655.46), being 68.00 feet right of Engineer's baseline station 103+10.77, on the proposed southerly right-of-way (R.O.W.) line of County Road 314 (C.R. 314)(variable ROW width), same point being on the easterly boundary line of that called 3.715 acre tract of land described in Warranty Deed to Theron Vaughan and Ellie Vaughan recorded in Document No. 2020009605, Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said 22.245 acre tract, at the beginning of a non-tangent curve to the right, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found being the northeasterly corner of said 3.715 acre tract, same point being the northwesterly corner of said 22.245 acre tract, bears N 21°33'21" W, a distance of 43.61 feet;

THENCE, with said proposed southerly ROW line, through the interior of said 22.245 acre tract, the following two (2) courses:

- 1) with said curve to the right having a radius of **5,932.00 feet**, a delta angle of **01°49'33"**, an arc length of **189.03 feet**, and a chord which bears **N 67°26'38" E**, a distance of **189.03 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 105+02.07, for a point of tangency;
- 2) **N 68°21'24" E** a distance of **416.92 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 109+18.99, on the westerly ROW line of C.R. 315 (variable ROW width), same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel;
- 3) **THENCE, S 21°17'33" E**, with said westerly ROW line of C.R. 315, same line being said easterly boundary line of the 22.245 acre tract, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE through the interior of said 22.245 acre tract, the following two (2) courses:

- 4) **S 68°21'24" W** a distance of **416.86 feet** to a calculated point at the beginning of a tangent curve to the left;

County: Williamson
Parcel: 22EE, Lorey Stabeno
Highway: County Road 314

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- 5) with said curve to the left having a radius of **5,922.00 feet**, a delta angle of **01°49'45"**, an arc length of **189.05 feet**, and a chord which bears **S 67°26'32" W**, a distance of **189.04 feet** to a calculated point in the common boundary line of said 3.715 acre tract and said 22.245 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears S 21°33'21" E, a distance of 1281.72 feet;
- 6) **THENCE, N 21°33'21" W**, with said common boundary line of the 3.715 acre tract and the 22.245 acre tract, a distance of **10.01 feet** to the **POINT OF BEGINNING**, and containing 0.1391 acre (6,059 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.

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

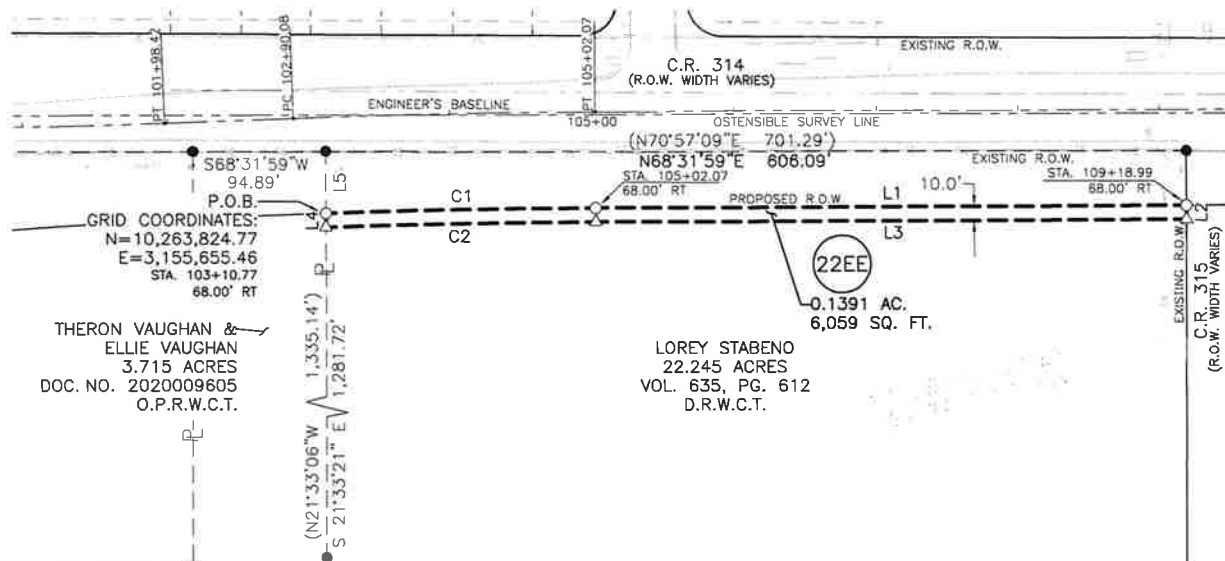
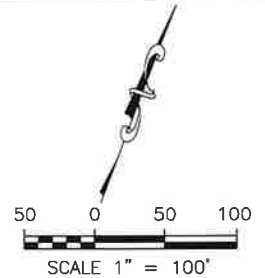
Project No: SLAN-001

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EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	5932.00'	1°49'33"	189.03'	189.03'	N 67°26'38" E
C2	5922.00'	1°49'45"	189.05'	189.04'	S 67°26'32" W

LINE	BEARING	DISTANCE
L1	N 68°21'24" E	416.92'
L2	S 21°17'33" E	10.00'
L3	S 68°21'24" W	416.86'
L4	N 21°33'21" W	10.01'
L5	N 21°33'21" W	43.61'

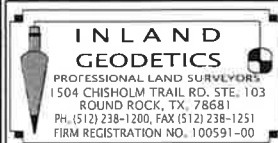


THERON VAUGHAN &
ELLIE VAUGHAN
3.715 ACRES
DOC. NO. 2020009605
O.P.R.W.C.T.

LOREY STABENO
22.245 ACRES
VOL. 635, PG. 612
D.R.W.C.T.

PROJECT NO.: SLAN-001

06/26/2024



PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22EE
0.1391 AC.
6,059 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

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EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- 1) 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 HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE 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.
- 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) 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 COMPANY, UNDER GF NO. GT2301900, EFFECTIVE 07/02/2023 ISSUED 07/10/2023. 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 NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- √ BREAK IN SCALE
- PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

SCHEDULE B

- 10a. (NOT A SURVEY MATTER)
- 10b. (NOT A SURVEY MATTER)
- 10c. RIGHT OF WAY EASEMENT DATED JULY 28, 2003, EXECUTED BY LOREY STABENO TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10d. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JULY 29, 2003, EXECUTED BY LOREY STABENO TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10e. TERMS, PROVISIONS AND STIPULATIONS OF AN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023, EXECUTED BY THERON VAUGHAN AND ELLIE VAUGHAN TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10f. (NOT A SURVEY MATTER)
- 10g. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10h. RIGHTS OF PARTIES IN POSSESSION.

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, L.S.L.S. RPLS NO. 4933.

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

06/26/2024

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22EE
0.1391 AC.
6,059 SQ. FT.

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