#### REAL ESTATE CONTRACT

Ronald Reagan Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **REALEANDER LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY**, **TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

#### 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:

#### Tract One:

Fee simple title in and to a 0.956-acre (41,651 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; and

#### Tract Two:

Electric Line Easement only in and across a 0.842-acre (36,684 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein;

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

# ARTICLE II PURCHASE PRICE

#### Purchase Price and Additional Compensation

2.01. The Purchase Price for the fee simple portion of the Property is described as Tract One, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of SEVEN HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED EIGHTEEN and 00/100 Dollars (\$749,718.00).

2.02. The Purchase Price for the electric line easement portion of the Property is described as Tract Two, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FIVE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED EIGHTY-ONE and 00/100 Dollars (\$594,281.00).

# Payment of Purchase Price

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

# ARTICLE III PURCHASER'S OBLIGATIONS

# Conditions to Purchaser's Obligations

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

#### Miscellaneous Conditions

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.

3.02. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. WITH RESPECT TO THE PROPERTY OR ITS CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO PURCHASER AT THE CLOSING IN ITS THEN EXISTING CONDITION, AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING. PURCHASER REPRESENTS TO SELLER THAT IT IS AN EXPERIENCED AND KNOWLEDGEABLE REAL ESTATE INVESTOR AND IS RELYING ON ITS OWN ANALYSIS AND INVESTIGATION OF THE PROPERTY. THE AS-IS NATURE OF THIS TRANSACTION IS A SIGNIFICANT FACTOR IN THE PARTIES AGREEING TO THE INSPECTION PERIOD AND STATED PURCHASE PRICE. This provision shall survive termination of the Agreement as well as 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 current actual knowledge, with no duty to investigate or inspect:
- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) 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 herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

#### **Closing Date**

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 1, 2025, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

#### Seller's Obligations at Closing

#### 5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Line Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted.
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
  - (d) Deliver to Purchaser possession of the Property.

# Purchaser's Obligations at Closing

#### 5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

#### **Prorations**

5.04. General real estate taxes for the then current year relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

# **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively as incurred.

#### ARTICLE VI BREACH BY SELLER

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

# ARTICLE VII BREACH BY PURCHASER

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

# ARTICLE VIII MISCELLANEOUS

#### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested,

addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

#### Texas Law to Apply

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

#### Parties Bound

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

# Legal Construction

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

#### Prior Agreements Superseded

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

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

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

#### Counterparts

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

#### Access for Due Diligence Purposes

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 February 21, 2024 to enter the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all claims that may arise or be asserted against Seller as a result of Purchaser's or Purchaser's contractors' or utility facility owners' presence upon the Property prior to Closing.

[signature pages follow]

| SELLER |
|--------|
|--------|

REALEANDER LLC

By: prasad kolishetti (Apr 3, 2025 09:50 CDT)

Name: prasad kolishetti

Its': Manager

Date: Apr 3, 2025

| PURCE | HASER:  |
|-------|---------|
| TONCE | TUDELL. |

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Williamson County

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

Date: Apr 9, 2025

#### Exhibit "A"

County:

Williamson

Project:

Ronald W. Reagan Segment/Corridor A

Tax ID:

R031278

Parcel:

Realeander LLC 0.956 Acre R.O.W. Parcel

#### METES AND BOUNDS DESCRIPTION

FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.956 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2025 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap stamped "DIAMOND SURVEYING" (Grid Coordinates: N=10186590.66, E=3090312.17) monumenting the southeast corner of said 6.314 acre Realeander LLC tract, the northeast corner of Lot 1, Block A, Valps Subdivision, recorded in Document No. 2022109540 of the Official Public Records of Williamson County, Texas, the southwest corner of the called 1.705 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002086217 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 1.302 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002081551 of the Official Public Records of Williamson County, Texas, same being on the existing west right-of-way line of Ronald W. Reagan Boulevard (right-of-way width varies), for the southeast corner and **POINT OF BEGINNING** hereof and being 100.05 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+91.31;

THENCE, **S** 69°13'20" **W** with the south boundary line of said 6.314 acre Realeander LLC tract and the north boundary line of said Lot 1, Block A, Valps Subdivision for a distance of **74.92 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on a point in the proposed west right-of-way line of Ronald W. Reagan Boulevard, for the southwest corner hereof and being 174.71 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+97.57, from which a 1/2" iron rod found monumenting the southwest corner of said 6.314 acre Realeander LLC tract, same being on the east boundary line of the called 36.054 acre tract of land (Tract 1) conveyed to Devidass Mahendru and wife, Swaran Mahendru, recorded in Document No. 2003078726 of the Official Public Records of Williamson County, Texas, bears S 69°13'20" W for a distance of 530.13 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract, with said proposed west right-of-way line of Ronald W. Reagan Boulevard, the following four (4) courses and distances:

County: Williamson

Project: Ronald W. Reagan Segment/Corridor A

Tax ID: R031278

Parcel: Realeander LLC 0.956 Acre R.O.W. Parcel

1. N 27°18'41" W for a distance of 67.80 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 176.84 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+64.77;

- 2. With said curve to the right an arc length of 137.64 feet, said curve having a radius of 10907.03 feet, a delta angle of 0°43'23" and a chord which bears N 26°19'12" W for a distance of 137.64 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 179.48 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.20;
- 3. **N 23°11'42" W** for a distance of **200.16** feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 174.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 322+99.57;
- 4. With said curve to the right an arc length of 52.97 feet, said curve having a radius of 10899.22 feet, a delta angle of 0°16'42" and a chord which bears N 24°46'05" W for a distance of 52.97 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the north boundary line of said 6.314 acre Realeander LLC tract and the south boundary line of the called 10.10 acre tract of land (Exhibit A Property 10) conveyed to JNK Properties 1, LTD., recorded in Document No. 2021182868 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof and being 174.37 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+52.09, from which a 1/2" iron rod found monumenting the northwest corner of said 6.314 acre Realeander LLC tract, same being on said east boundary line of the 36.054 acre Mahendru tract, bears S 69°12'42" W for a distance of 496.99 feet;

THENCE, **N** 69°12'42" **E** with said north boundary line of the 6.314 acre Realeander LLC tract, in part with the south boundary line of the 10.10 acre JNK Properties 1, LTD. tract and in part with said existing west right-of-way line of Ronald W. Reagan Boulevard, passing at a distance of 92.98 feet an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the southeast corner of said 10.10 acre JNK Properties 1, LTD. tract and the southwest corner of the called 4.389 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2004058038 of the Official Public Records of Williamson County, Texas, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, in all a total distance of **102.65 feet** to an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the northeast corner of said 6.314 acre Realeander LLC tract and the northwest corner of said 1.705 acre Williamson County,

County:

Williamson

Project:

Ronald W. Reagan Segment/Corridor A

Tax ID:

Parcel:

Realeander LLC 0.956 Acre R.O.W. Parcel

Texas tract, same being on the south boundary line of said 4.389 acre Williamson County, Texas tract, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, for the northeast corner hereof and being 71.92 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+45.77:

THENCE, with the east boundary line of said 6.314 acre Realeander LLC tract, the west boundary line of said 1.705 acre Williamson County, Texas tract and said existing west rightof-way line of Ronald W. Reagan Boulevard, the following two (2) courses and distances:

- 1. S 21°15'24" E for a distance of 359.98 feet to an iron rod found with cap stamped "DIAMOND SURVEYING" on the beginning of a curve to the left and being 94.47 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+87.95:
- 2. With said curve to the left an arc length of 97.27 feet, said curve having a radius of 2974.79 feet, a delta angle of 1°52'24" and a chord which bears S 22°11'36" E for a distance of 97.26 feet to the POINT OF BEGINNING hereof and containing 0.956 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00013. Per email received dated March 3, 2025 from Riley Sladek, P.E. with LJA Engineering.

A drawing has been prepared to accompany this metes and bounds description.

>> DIAMOND SUR VEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

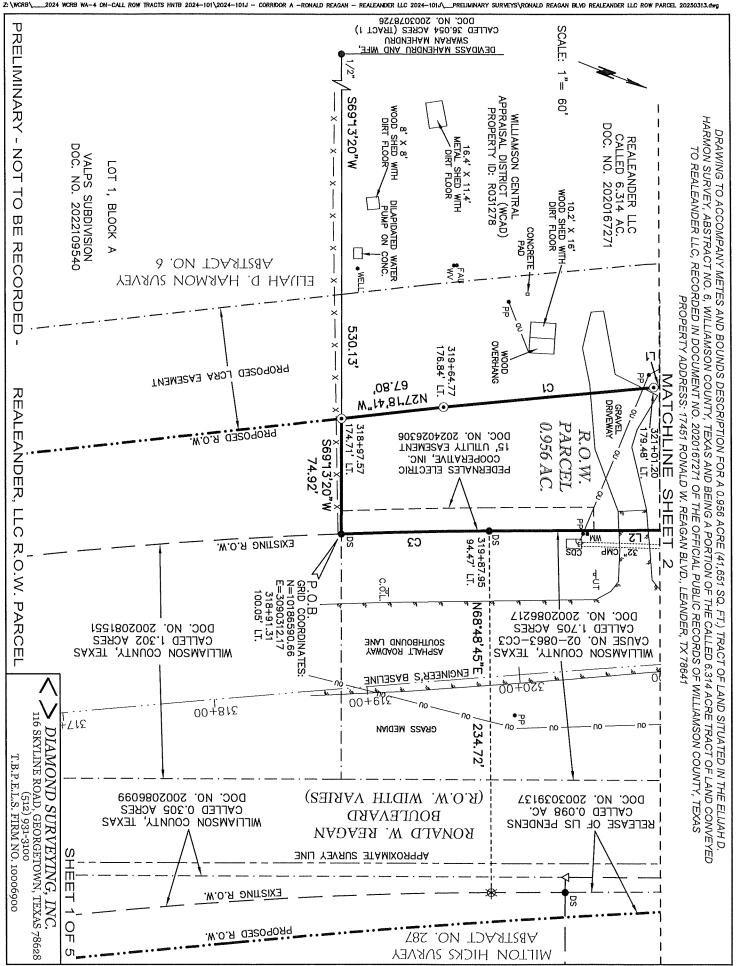
T.B.P.E.L.S. FIRM NUMBER 10006900

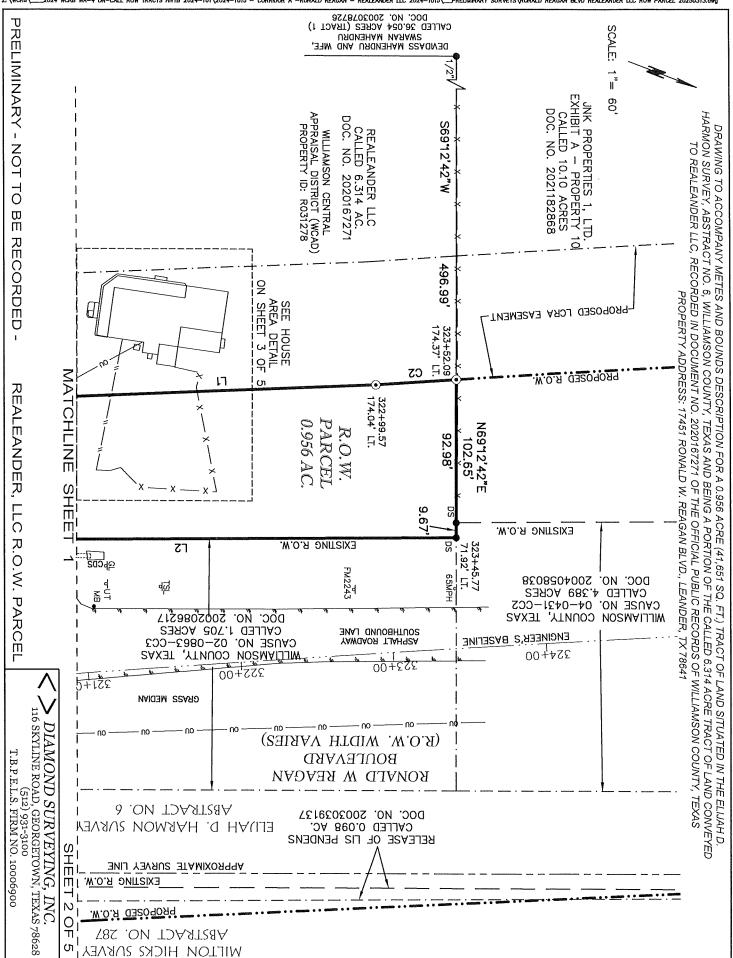
March 13,2025

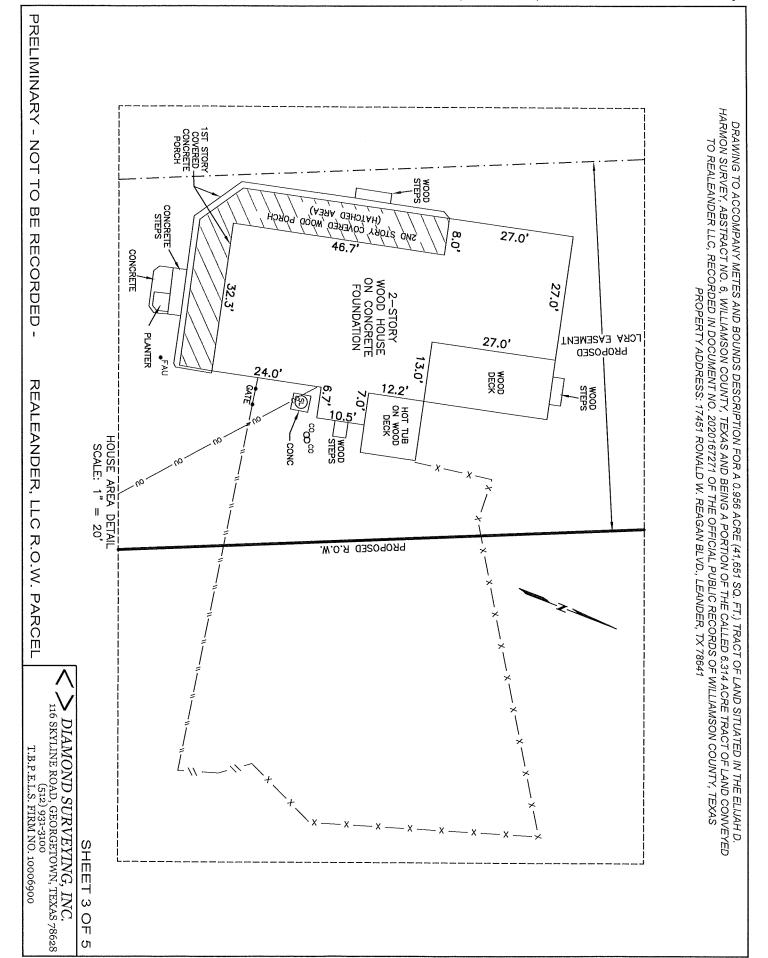
SHANE SHAFER, R.P.L.S. NO. 5281

DATE

Z:\WCRB\ 2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J\
PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL M&B 20250313.doc







PRELIMINARY - NOT TO BE RECORDED

REALEANDER, LLC R.O.W. PARCEL

HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

#### 4C.O.L (4) o<sub>g</sub> 4 ISL g d • WELL DS • FAU ₩ WM • ◘ 4 <sub>-e</sub>FM2243 465MPH BURIED TELEPHONE LINE SIGN BURIED GAS LINE SIGN CITY OF LEANDER CITY LIMITS FM 2243 INTERSECTION SIGN 65 MPH SPEED LIMIT SIGN SEPTIC LID WATER VALVE DOWN GUY POWER POLE CALCULATED POINT 5/8" IRON ROD SET WITH ALUMINUM COTTON GIN SPINDLE FOUND IRON ROD FOUND WITH CAP STAMPED "DIAMOND SURVEYING" IRON ROD FOUND TRAFFIC SIGNAL LIGHT AHEAD CLEAN OUT CAPPED WELL WATER FAUCET WATER METER CAP STAMPED "WILLIAMSON COUNTY" EGEND SIGN SIGN × | 5 R.O.W. P.O.B. P.U.E. | | | 왉 CDS 9 PROPOSED RIGHT-OF-WAY RIGHT-OF-WAY DEED LINE PROPOSED LCRA EASEMENT EDGE OF PAVEMENT OVERHEAD UTILITY LINE REALEANDER LLC RIGHT-OF-WAY PARCEL APPROXIMATE SURVEY LINE WOOD FENCE POINT OF BEGINNING PUBLIC UTILITY EASEMENT CONCRETE DRAINAGE STRUCTURE ENGINEER'S BASELINE RONALD REAGAN CORRIDOR - SEGMENT A WIRE FENCE RIGHT-OF-WAY CORRUGATED METAL PIPE

| L2          | 디          | LINE     |
|-------------|------------|----------|
| S21"15'24"E | N2311'42"W | BEARING  |
| 359.98'     | 200.16'    | DISTANCE |

| 97.26        | S2211'36"E    | 1.52.24.    | 97.27      | 2974.79  | င္ဟ   |
|--------------|---------------|-------------|------------|----------|-------|
| 52.97        | N24*46'05"W   | 016'42"     | 52.97      | 10899.22 | ಬ     |
| 137.64       | N261912"W     | 0.43.23"    | 137.64     | 10907.03 | C1    |
| CHORD LENGTH | CHORD BEARING | DELTA ANGLE | ARC LENGTH | RADIUS   | CURVE |

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116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 (512) 931-3100 DIAMOND SURVEYING, INC.

HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013 PER EMAIL RECEIVED DATED MARCH 3, 2025 FROM RILEY SLADEK, P.E. WITH LJA ENGINEERING. 1.00013
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THE PROPOSED RIGHT-OF-WAY PARCEL SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0460F, FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.
- 4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.
- 4) PROPOSED RIGHT-OF-WAY LINES AND PROPOSED LCRA EASEMENT LINES SHOWN HEREON ARE ELECTRONIC CAD FILE "R\_ROW.DGN" AND THE ENGINEER'S BASELINE SHOWN HEREON IS PER ELECTRONIC CAD FILE "R\_ALIGN.DGN". BOTH FILES RECEIVED FEBRUARY 12, 2025 FROM HNTB. PER

To: Williamson County, Texas, exclusively.

I. Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 13, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO B H RECORDED

MARCH 13, 2025

SHANE SHAFER, R.P.L.S. ND. 5281

SHEET ഗ QF Ó

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

T.B.P.E.L.S. FIRM NO. 10006900

DIAMOND SURVEYING,

#### Exhibit "B"

County: Williamson

Project: Ronald W. Reagan Segment/Corridor A

Tax ID: R031278

Parcel: Realeander LLC 0.842 Acre LCRA Easement

#### METES AND BOUNDS DESCRIPTION

FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.842 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2025 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap stamped "DIAMOND SURVEYING" (Grid Coordinates: N=10186590.66, E=3090312.17) monumenting the southeast corner of said 6.314 acre Realeander LLC tract, the northeast corner of Lot 1, Block A, Valps Subdivision, recorded in Document No. 2022109540 of the Official Public Records of Williamson County, Texas, the southwest corner of the called 1.705 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002086217 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 1.302 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002081551 of the Official Public Records of Williamson County, Texas, same being on the existing west right-of-way line of Ronald W. Reagan Boulevard (right-of-way width varies), from which an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting a point of curvature on the east boundary line of said 6.314 acre Realeander LLC tract, the west boundary line of said 1.705 acre Williamson County, Texas tract and said existing west right-of-way line of Ronald W. Reagan Boulevard, bears N 22°11'36" W for a distance of 97.26 feet;

THENCE, S 69°13'20" W with the south boundary line of said 6.314 acre Realeander LLC tract and the north boundary line of said Lot 1, Block A, Valps Subdivision, for a distance of 74.92 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates: N=10186564.09, E=3090242.13) being on the proposed west right-of-way line of Ronald W. Regan Boulevard, for the southeast corner and **POINT OF BEGINNING** hereof and being 174.71 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+97.57,

THENCE, **S** 69°13'20" **W** continuing with said south boundary line of the 6.314 acre Realeander LLC tract and said north boundary line of Lot 1, Block A, Valps Subdivision, for a distance of **80.52 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the southwest corner hereof and being 254.95 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+04.26, from which a 1/2" iron rod found monumenting the southwest corner of said 6.314 acre Realeander LLC tract, same being on

County: Williamson

Project: Ronald W. Reagan Segment/Corridor A

Tax ID: R031278

Parcel: Realeander LLC 0.842 Acre LCRA Easement

the east boundary line of the called 36.054 acre tract of land (Tract 1) conveyed to Devidass Mahendru and wife, Swaran Mahendru, recorded in Document No. 2003078726 of the Official Public Records of Williamson County, Texas, bears S 69°13'20" W for a distance of 449.61 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract, the following four (4) courses and distances:

- N 27°18'41" W for a distance of 59.08 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the beginning of a curve to the right and being 256.81 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+62.58;
- 2. With said curve to the right an arc length of 141.02 feet, said curve having a radius of 10987.03 feet, a delta angle of 0°44'08" and a chord which bears N 26°18'58" W for a distance of 141.02 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the end of this curve and being 259.50 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.83;
- 3. N 23°11'42" W for a distance of 200.89 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the beginning of a curve to the right and being 254.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+00.16:
- 4. With said curve to the right an arc length of 57.53 feet, said curve having a radius of 10979.22 feet, a delta angle of 0°18'01" and a chord which bears N 24°45'03" W for a distance of 57.53 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the north boundary line of said 6.314 acre Realeander LLC tract and the south boundary line of the called 10.10 acre tract of land (Exhibit A Property 10) conveyed to JNK Properties 1, LTD., recorded in Document No. 2021182868 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof and being 254.40 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+56.98, from which a 1/2" iron rod found monumenting the northwest corner of said 6.314 acre Realeander LLC tract, same being on said east boundary line of the 36.054 acre Mahendru tract, bears S 69°12'42" W for a distance of 416.82 feet;

County: Williamson

Project: Ronald W. Reagan Segment/Corridor A

Tax ID: R031278

Parcel: Realeander LLC 0.842 Acre LCRA Easement

THENCE, N 69°12'42" E with said north boundary line of the 6.314 acre Realeander LLC tract and said south boundary line of the 10.10 acre JNK Properties 1, LTD. tract for a distance of 80.18 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on said proposed west right-of-way line of Ronald W. Reagan Boulevard, for the northeast corner hereof and being 174.37 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+52.09, form which an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the northeast corner of said 6.314 acre Realeander LLC tract and the northwest corner of said 1.705 acre Williamson County, Texas tract, same being on the south boundary line of the called 4.389 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2004058038 of the Official Public Records of Williamson County, Texas, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, bears N 69°12'42" E passing at a distance of 92.98 feet an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the southeast corner of said 10.10 acre JNK Properties 1, LTD, tract and the southwest corner of said 4.389 acre Williamson County, Texas tract, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, in all a total distance of 102.65 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract with said proposed west right-of-way line of Ronald W. Reagan Boulevard, the following four (4) courses and distances:

- With a curve to the left an arc length of 52.97 feet, said curve having a radius of 10899.22 feet, a delta angle of 0°16'42" and a chord which bears S 24°46'05" E for a distance of 52.97 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 174.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 322+99.57;
- 2. S 23°11'42" E for a distance of 200.16 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the left and being 179.48 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.20;
- 3. With said curve to the left an arc length of 137.64 feet, said curve having a radius of 10907.03 feet, a delta angle of 0°43'23" and a chord which bears S 26°19'12" E for a distance of 137.64 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 176.84 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+64.77:

County:

Williamson

Project:

Ronald W. Reagan Segment/Corridor A

Tax ID:

R031278

Parcel:

Realeander LLC 0.842 Acre LCRA Easement

4. S 27°18'41" E for a distance of 67.80 feet to the POINT OF BEGINNING hereof and containing 0.842 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1,00013. Per email received dated March 3, 2025 from Riley Sladek, P.E. with LJA Engineering.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SUR VEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

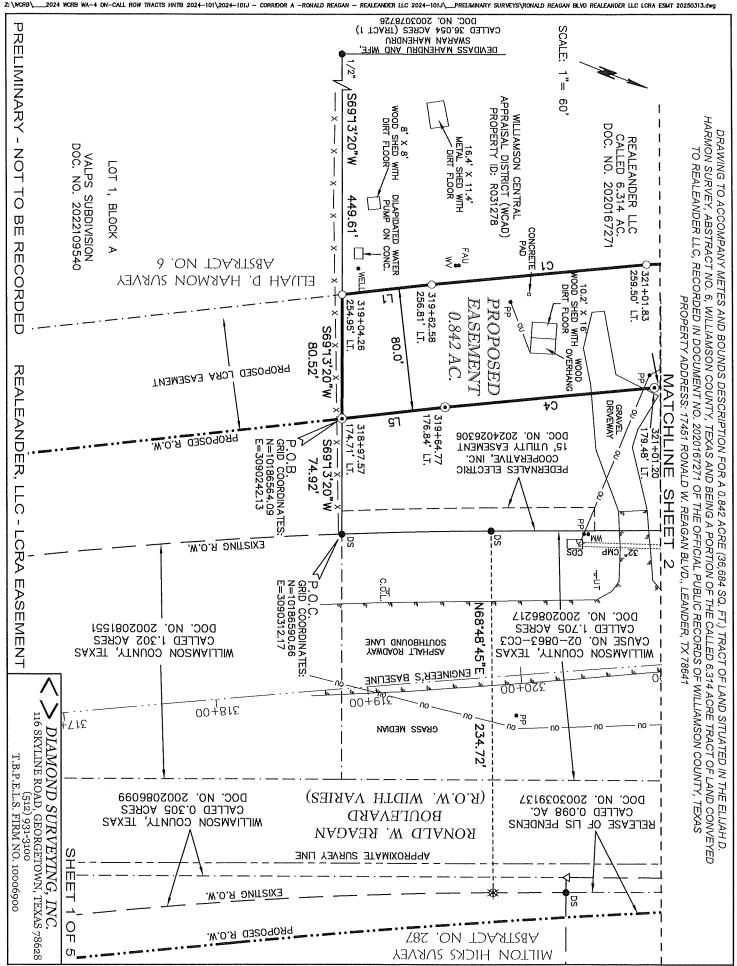
T.B.P.E.L.S. FIRM NUMBER 10006900

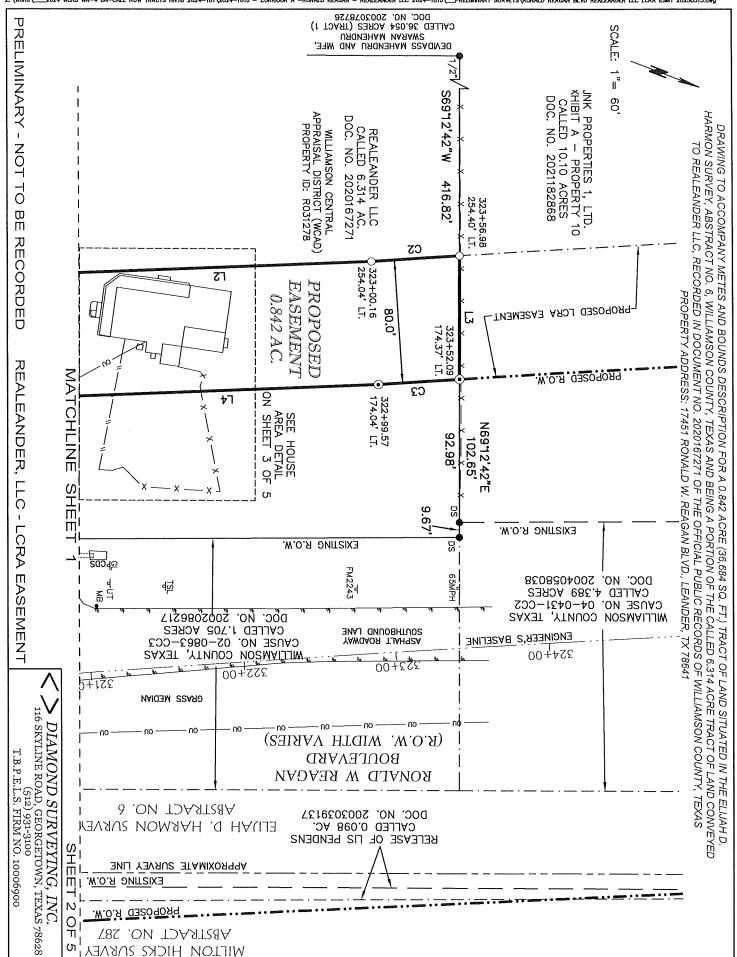
March 13,2025

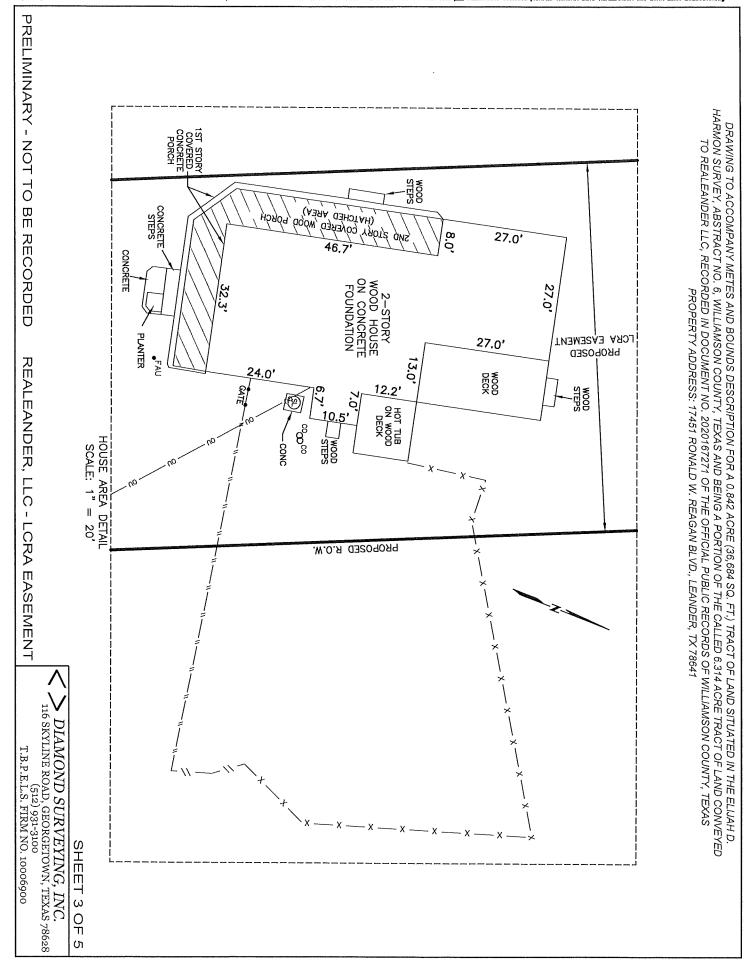
SHANE SHAFER, R.P.L.S. NO. 5281

DATE

Z:\WCRB\ 2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J\\_PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC LCRA ESMT M&B 20250313.doc







HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

#### • DS MW 4 ISL ရှ (F) ၀ WELL • ੑੑੑੑੑ 0 \* ď. 4C.O.L FAU ₩ و65MPH 0 <sub>w</sub>FM2243 · MB CITY OF LEANDER CITY LIMITS POWER POLE 5/8" IRON ROD SET WITH ALUMINUM IRON ROD FOUND WITH CAP STAMPED "DIAMOND SURVEYING" MAIL BOX BURIED TELEPHONE LINE SIGN BURIED GAS LINE SIGN FM 2243 INTERSECTION SIGN 65 MPH SPEED LIMIT SIGN SEPTIC LID CLEAN OUT CAPPED WELL WATER VALVE WATER FAUCET CALCULATED POINT IRON ROD SET WITH CAP STAMPED "DIAMOND SURVEYING" CAP STAMPED "WILLIAMSON COUNTY" COTTON GIN SPINDLE FOUND IRON ROD FOUND TRAFFIC SIGNAL LIGHT AHEAD WATER METER DOWN GUY EGEND SIGN SIGN 5 × | × P.O.C. R.O.W. P.U.E. P.O.B. Ω P SGO 2 PROPOSED LCRA EASEMENT RIGHT-OF-WAY DEED LINE PROPOSED LCRA EASEMENT PROPOSED RIGHT-OF-WAY EDGE OF PAVEMENT OVERHEAD UTILITY LINE WOOD FENCE RONALD REAGAN CORRIDOR - SEGMENT APPROXIMATE SURVEY LINE POINT OF BEGINNING POINT OF COMMENCEMENT PUBLIC UTILITY EASEMENT CONCRETE DRAINAGE STRUCTURE ENGINEER'S BASELINE WIRE FENCE RIGHT-OF-WAY CORRUGATED METAL PIPE

|        | L4 S23.11,42,E |       |         |       | LINE BEARING |
|--------|----------------|-------|---------|-------|--------------|
| 67.80' | 200.16         | 80.18 | 200.89' | 59.08 | DISTANCE     |

| C4          | C3          | C2          | C1          | CURVE         |             |
|-------------|-------------|-------------|-------------|---------------|-------------|
| 10907.03    | 10899.22'   | 10979.22    | 10987.03    | RADIUS        |             |
| 137.64      | 52.97'      | 57.53'      | 141.02'     | ARC LENGTH    |             |
| 0.43,23     | 0"16'42"    | 0.18,01,    | 0*44'08"    | DELTA ANGLE   | CURVE TABLE |
| S26*19'12"E | S24*46'05"E | N24.45,03,W | N26"18'58"W | CHORD BEARING |             |
| 137.64      | 52.97'      | 57.53       | 141.02      | CHORD LENGTH  |             |

SHEET 4 OF

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PRELIMINARY - NOT TO BE RECORDED

HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013. PER EMAIL RECEIVED DATED MARCH 3, 2025 FROM RILEY SLADEK, P.E. WITH LJA ENGINEERING.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THE PROPOSED RIGHT-OF-WAY PARCEL SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO., FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.
- 4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.
- 5) PROPOSED RIGHT-OF-WAY LINE AND PROPOSED LCRA EASEMENT LINE SHOWN HEREON IS PER ELECTRONIC CAD FILE "R\_ROW.DGN" AND THE ENGINEER'S BASELINE SHOWN HEREON IS BASED ON ELECTRONIC CAD FILE "R\_ALIGN.DGN". BOTH FILES RECEIVED FEBRUARY 12, 2025 FROM HNTB

To: Williamson County, Texas, exclusively.

I. Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 13, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors, USE Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors, USE DEFINITION OF PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED -

MARCH 13, 2025

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

SHEET 5 OF

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DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

REALEANDER, LLC - LCRA EASEMENT |

#### Exhibit "C"

#### DEED

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

Being a 0.956-acre (41,651 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein

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

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery

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

The Property described herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_\_, 2025.

[signature pages follow]

| GRANTOR:                                   |   |
|--|---|
| REALEANDER LLC                             |   |
| By:  |   |
| Name:                                      |   |
| Its':                                      |   |
| Date:                                      |   |
| ACKN                                       | OWLEDGMENT  |
| STATE OF TEXAS                             | §<br>8  |
| COUNTY OF WILLIAMSON                       | §<br>§<br>§   |
| This instrument was acknowledged before by | e me on this the day of, 2025<br>, in the capacity and for the purposes and |
| consideration recited herein.              |   |
| <u></u>                                    | Notary Public, State of Texas   |

# PREPARED IN THE OFFICE OF:

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

#### **GRANTEE'S MAILING ADDRESS:**

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

#### AFTER RECORDING RETURN TO:

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

#### Exhibit "D"

NOTICE OF CONFIDENTIALITY RIGHTS: 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 DRIVERS LICENSE NUMBER.

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

| STATE OF TEXAS  COUNTY OF WILLIAMSON | \$<br>\$<br>\$                                 |
|--------------------------------------|--|
| DATE:                                | _,2025   |
| GRANTOR: REALEANDER LLC              |  |
| GRANTOR'S MAILING ADDRE              | CSS:   |
| GRANTEE: LCRA TRANSMIS corporation   | SSION SERVICES CORPORATION, a Texas non-profit |
| GRANTEE'S MAILING ADDRE              | SS: P. O. Box 220<br>Austin, Texas 78767       |

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

**EASEMENT PROPERTY:** A tract of land consisting of 0.842 acres, more or less, more particularly described in the attached <u>Exhibit A</u>, which includes field note description and plat, incorporated herein for all purposes.

**PROJECT:** Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in

any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

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

GRANTEE shall have the right to place any number of poles, towers, guys or other groundbased support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its

condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

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

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

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

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

| GRANTOR:   |   |
|--|---|
| REALEANDER LLC   |   |
| By:  |   |
| Name: Its':  |   |
| Date:  | <del>_</del>  |
|  |   |
| ACKNOW   | LEDGMENT  |
| STATE OF TEXAS § COUNTY OF §   |   |
| This instrument was acknowledged before, GRANTo consideration recited herein.                                    | ore me on, 2025 by OR, in the capacity and for the purposes and |
|  | Notary Public, State of Texas                                   |
| AFTER RECORDING RETURN TO:   |   |
| LCRA Transmission Services Corporation c/o Lower Colorado River Authority P. O. Box 220 Austin, Texas 78767-0220 |   |

# REALEANDER--purchase contract for Reagan A r.o.w. + LCRA elec esmt (LD 3.30.25)

Final Audit Report

2025-04-03

Created:

2025-04-03

By:

Lisa Dworaczyk (lisad@scrrlaw.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAcbVn6WWpfcZIZp4z-TLTYMDBa8xAam5g

# "REALEANDER--purchase contract for Reagan A r.o.w. + LCR A elec esmt (LD 3.30.25)" History

- Document created by Lisa Dworaczyk (lisad@scrrlaw.com) 2025-04-03 2:44:26 PM GMT
- Document emailed to prasad kolishetti (prasad@softwaytek.com) for signature 2025-04-03 2:45:25 PM GMT
- Email viewed by prasad kolishetti (prasad@softwaytek.com) 2025-04-03 2:48:56 PM GMT
- Document e-signed by prasad kolishetti (prasad@softwaytek.com)
  Signature Date: 2025-04-03 2:50:12 PM GMT Time Source: server
- Agreement completed.
   2025-04-03 2:50:12 PM GMT