

## **REAL ESTATE CONTRACT**

### **CR 314 Right of Way**

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

## **ARTICLE I PURCHASE AND SALE**

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

All of that certain 2.580-acres (112,380 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 46)**; and

Electric Utility Easement interest only in and to that certain 0.4588-acre (19,984 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B," attached hereto and incorporated herein **(Parcel 46EE)**;

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

## **ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION**

### **Purchase Price**

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of TWO HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED FORTY-ONE and 00/100 Dollars (\$236,141.00).

2.01.1. The Purchase Price for the Electric Easement portion of the Property described in Exhibit "B" shall be the sum of TWENTY-NINE THOUSAND TWO HUNDRED TWENTY-SEVEN and 00/100 Dollars (\$29,227.00).

Payment of Purchase Price

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A," and deliver a duly executed Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Utility 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 the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

#### Prorations

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

#### Closing Costs

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

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

### **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 1, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature pages follow]*

**SELLER:**

Gordon L. Stanford  
Gordon L. Stanford

Address: 3660 COUNTY RD 314  
JARRELL, TX 76537

Date: 4-7-2025

Donna Walsh Stanford  
Donna Walsh Stanford

Date: 4-7-2025

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey  
Williamson County Presiding Officer

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

Date: Apr 16, 2025



County: Williamson  
Parcel: 46  
Highway: County Road 314

03/28/2025  
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**EXHIBIT A**  
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 2.580 ACRES (112,380 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE A.A. LEWIS SURVEY, ABSTRACT 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 74.2 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN A WARRANTY DEED TO GORDON L. STANFORD AND DONNA WALSH STANFORD, OF RECORD IN DOCUMENT NO. 1998045403, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.R.W.C.T.), SAID 2.580 ACRES (112,380 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLs, (NOW RETIRED) AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLs, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with plastic cap stamped "FOREST 1847" found, (Grid Coordinates determined as N=10,265,170.17, E=3,165,746.46) on the existing westerly right-of-way line of County Road 314 (C.R. 314), being the northeast corner of that called 68.47 acre tract of land described in a Special Warranty Deed to Richard Danek & Lisa Danek of record in Document No. 2015111451, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), and the southeast corner of said 74.2 acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which point a 1/2 inch iron rod found for a corner of said 68.47 acre tract, and the northeast corner of a called 2.031 acre tract of land described in a Warranty Deed to Richard F. Danek and wife Lisa M. Danek of record in Vol. 1425, P. 60, O.R.W.C.T., bears SOUTH 22°52'59" EAST, a distance of 290.05 feet;

- 1) **THENCE, SOUTH 68°40'21" WEST**, with the common boundary line of said 68.47 acre tract and said 74.2 acre tract, a distance of **90.41 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in said common boundary line and for the southwest corner of the herein described tract;

**THENCE**, departing said common boundary line, over and across the interior of said 74.2 acre tract of land, the following two (2) courses:

- 2) **NORTH 21°43'54" WEST**, a distance of **1132.64 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for the beginning of a tangent curve to the left;
- 3) With said curve to the left, having an arc length of **201.38 feet**, a radius of **1,252.00 feet**, a delta angle of **09°12'57"**, and a chord that bears **NORTH 26°20'23" WEST**, a distance of **201.16 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in the common boundary line of a called 92.5 acre tract of land described in an Assumption Deed to Gordon L. Stanford of record in Vol. 2307, P. 527, O.R.W.C.T., and said 74.2 acre tract, for the northwest corner of the herein described tract;
- 4) **THENCE, NORTH 55°24'27" EAST**, with said common boundary line, a distance of **93.38 feet**, to a calculated point in the existing westerly right-of-way line of C.R. 314, for the southeast corner of said 92.5 acre tract, the northeast corner of said 74.2 acre tract, and for the northeast corner of the herein described tract, from which

County: Williamson  
Parcel: 46  
Highway: County Road 314

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a 1/2 inch iron rod found in the westerly right-of-way line of C.R. 314, for the easterly northeast corner of said 92.5 acre tract of land, bears NORTH 21°48'59" WEST, a distance of 1,010.93 feet;

- 5) **THENCE, SOUTH 22°23'19" EAST**, departing said common boundary line, with said existing westerly right-of-way line of C.R. 314, a distance of **1,354.66 feet**, to the **POINT OF BEGINNING** and containing 2.580 acres of land (112,380 Square Foot), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99985232.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

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 STATE OF TEXAS                    §  
   §        KNOWN ALL MEN BY THESE PRESENT  
COUNTY OF WILLIAMSON           §

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, LSL, RPLS No. 4933 (now retired), and between January, 2023, and February, 2025, under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 28th of March, 2025, A.D.

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  
Proj No. SLAN-001



S:\SEILER-LANKES\CR 314\5 -Descriptions-Reports\PARCEL-46-STANFORD.docx

EXHIBIT A



PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 46  
2.580 AC.  
112,380 SQ. FT.

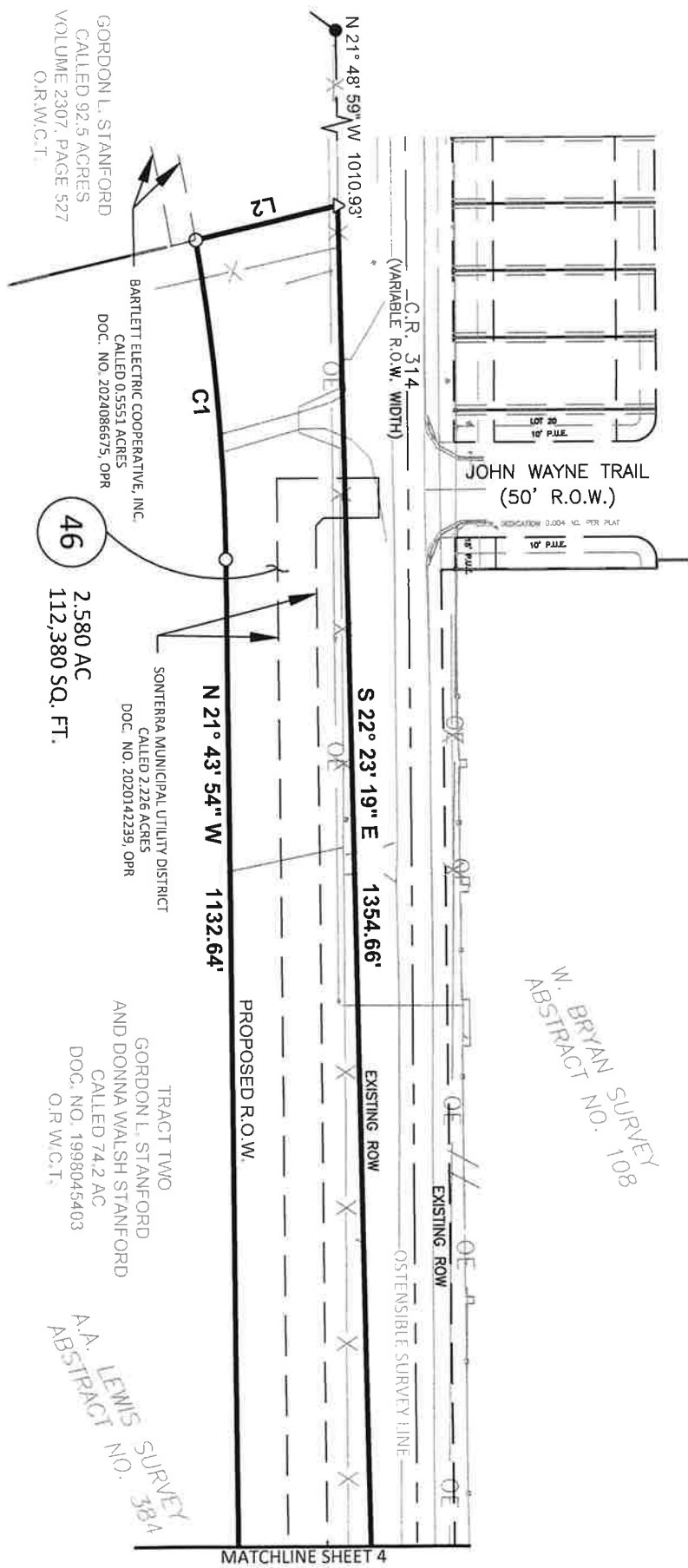
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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

Line Table		
Line #	Direction	Length
L1	S 68°40'21" W	90.41'
L2	N 55°24'27" E	93.38'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	201.38'	1252.00'	009°12'57"	N 26°20'23" W	201.16'



PROJECT NO.: SLAN-001

PARCEL PLAT SHOWING PROPERTY OF  
**GORDON L. STANFORD**

03/28/2025

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

SCALE  
1" = 100'

WILLAMSON COUNTY

PROJECT C.R. 314

PARCEL 46  
2.580 AC.  
112,380 SQ. FT.  
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EXHIBIT A  
PLAT TO ACCOMPANY DESCRIPTION

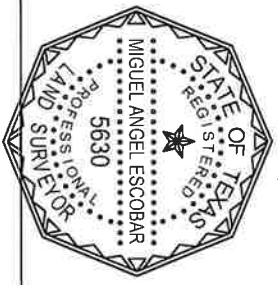
NOTES:

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE MAD83 (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) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. 612402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.S., R.P.L.S. NO. 4933 (NOW RETIRED), AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER MY SUPERVISION.

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





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



		PARCEL PLAT SHOWING PROPERTY OF	
GORDON L. STANFORD			
WILLAMSON COUNTY		PROJECT C.R. 314	PARCEL 46 2.580 AC. 112,380 SQ. FT.
SCALE 1" = 100'			PAGE 5 OF 5

SCHEDULE B:

- 10a. ELECTRIC UTILITY EASEMENT DATED APRIL 18, 1991, EXECUTED BY CONNIE STANFORD TO BARTLETT ELECTRIC COOPERATIVE, INC, RECORDED IN VOLUME 2109, PAGE 19, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10b. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, EXECUTED BY GORDON L. STANFORD AND DONNA WALSH STANFORD TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10c. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086578, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10d. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086579, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10e. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086671, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10f. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086675, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.
- 10h. (NOT A SURVEY MATTER)
- 10i. (NOT A SURVEY MATTER)
- 10j. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)
- 10i. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)
- 10j. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

03/28/2025

PARCEL 46  
2.580 AC.  
112,380 SQ. FT.



County: Williamson  
Parcel: 46EE  
Highway: County Road 314

03/28/2025  
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**B**  
**EXHIBIT**  
**EASEMENT DESCRIPTION**

DESCRIPTION OF A 0.4588 ACRE (19,984 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE A.A. LEWIS SURVEY, ABSTRACT 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 74.2 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN A WARRANTY DEED TO GORDON L. STANFORD AND DONNA WALSH STANFORD, OF RECORD IN DOCUMENT NO. 1998045403, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.R.W.C.T.), SAID 0.4588 ACRE (19,984 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS, (NOW RETIRED) AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod with plastic cap stamped "FOREST 1847" found, (Grid Coordinates determined as N=10,265,170.17, E=3,165,746.46), on the existing westerly right-of-way line of County Road 314 (C.R. 314), being the northeast corner of that called 68.47 acre tract of land described in a Special Warranty Deed to Richard Danek & Lisa Danek of record in Document No. 2015111451, of the Official Public Records of Williamson County, Texas, (O.P.R.) and the southeast corner of said 74.2 acre tract, from which a 1/2 inch iron rod found for a corner of said 68.47 acre tract, and the northeast corner of a called 2.031 acre tract of land described in a Warranty Deed to Richard F. Danek and wife Lisa M. Danek, of record in Vol. 1425, P. 60, O.R.W.C.T., bears SOUTH 22°52'59" EAST, a distance of 290.05 feet;

THENCE, SOUTH 68°40'21" WEST, departing said westerly right-of-way line of C.R. 314, with the common boundary line of said 68.47 acre tract and said 74.2 acre tract, a distance of 90.41 feet, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,265,137.29, E=3,165,662.26), for a point in the westerly proposed right-of-way line of C.R. 314, a point in the northerly boundary line of said 68.47 acre tract, a point in the southerly boundary line of said 74.2 acre tract, and the southeast corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE, SOUTH 68°40'21" WEST**, with said common boundary line, a distance of **15.00 feet**, to a calculated point, for the southwest corner of the herein described tract;

**THENCE**, over and across the interior of said 74.2 acre tract, the following two (2) courses:

- 2) **NORTH 21°43'54" WEST**, a distance of **1,132.53 feet**, to a calculated point for the beginning of a curve to the left;
- 3) With said curve to the left having an arc length of **198.01 feet**, a radius of **1,237.00 feet**, a delta angle of **09°10'18"**, and a chord that bears **NORTH 26°19'03" WEST**, a distance of **197.80 feet**, to a calculated point in the southerly boundary line of a called 92.5 acre tract of land described in an Assumption Deed to Gordon L. Stanford of record in Vol. 2307, P. 527, O.R.W.C.T., same being the northerly boundary line of said 74.2 acre tract, and for the northwest corner of the herein described tract;
- 4) **THENCE, NORTH 55°24'27" EAST**, with said common boundary line, a distance of **15.03 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in said common boundary line, the northeast corner of the herein described tract, and the beginning of a non-tangent curve to the right;

County: Williamson  
Parcel: 46EE  
Highway: County Road 314

03/28/2025  
Page 2 of 5

**THENCE**, over and across the interior of said 74.2 acre tract, the following two (2) courses:

- 5) With said curve to the right, having an arc length of **201.38 feet**, a radius of **1,252.00 feet**, a delta angle of **09°12'57"**, and a chord that bears **SOUTH 26°20'23" EAST**, a distance of **201.16 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set;
- 6) **SOUTH 21°43'54" EAST**, a distance of **1,132.64 feet**, to the **POINT OF BEGINNING** and containing 0.4588 acres of land (19,984 Square Foot), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99985232.

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

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.


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 STATE OF TEXAS           §  
   §        KNOWN ALL MEN BY THESE PRESENT  
COUNTY OF WILLIAMSON    §

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), and between January, 2023 and February, 2025 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 28th of March, 2025, A.D.

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  
Proj No. SLAN-001



S:\SEILER-LANKES\CR 314\5 -Descriptions-Reports\PARCEL-46EE-STANFORD.docx

1504 Chisholm Trail Rd #103  
Round Rock, TX 78681  
TBPELS Firm No. 10059100  
512-238-1200 office



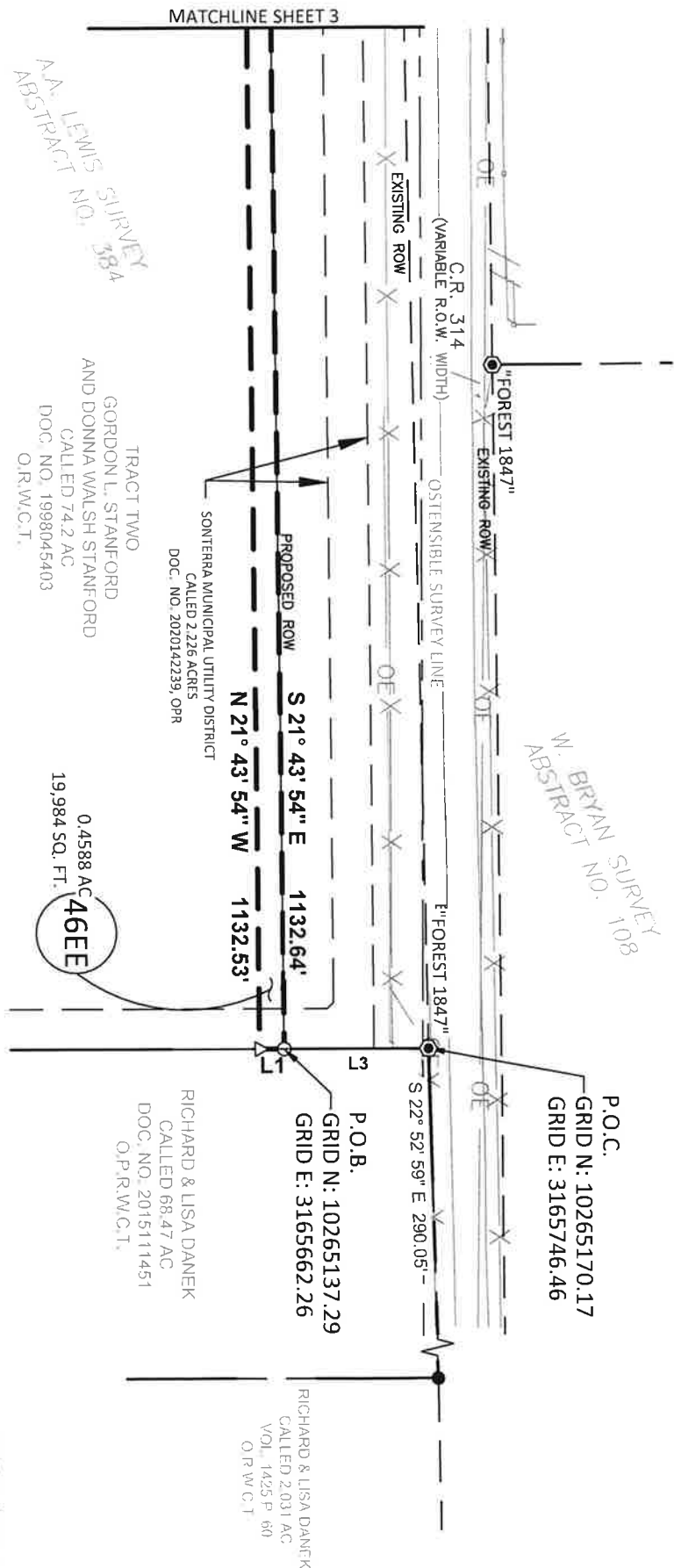
EXHIBIT B  
PLAT TO ACCOMPANY DESCRIPTION

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	198.01'	1237.00'	009°10'18"	N 26°19'03" W	197.80'
C2	201.38'	1252.00'	009°12'57"	S 26°20'23" E	201.16'

Line Table		
Line #	Direction	Length
L1	S 68°40'21" W	15.00'
L2	N 55°24'27" E	15.03'
L3	S 68°40'21" W	90.41'



SCALE: 1" = 100'



PROJECT NO.: SLAN-001

03/28/2025

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

PARCEL PLAT SHOWING PROPERTY OF  
**GORDON L. STANFORD**

SCALE  
1" = 100'

WILLAMSON COUNTY

PROJECT  
C.R. 314

PARCEL 46EE  
0.4588 AC  
19,984 SQ. FT.

PAGE 3 OF 5



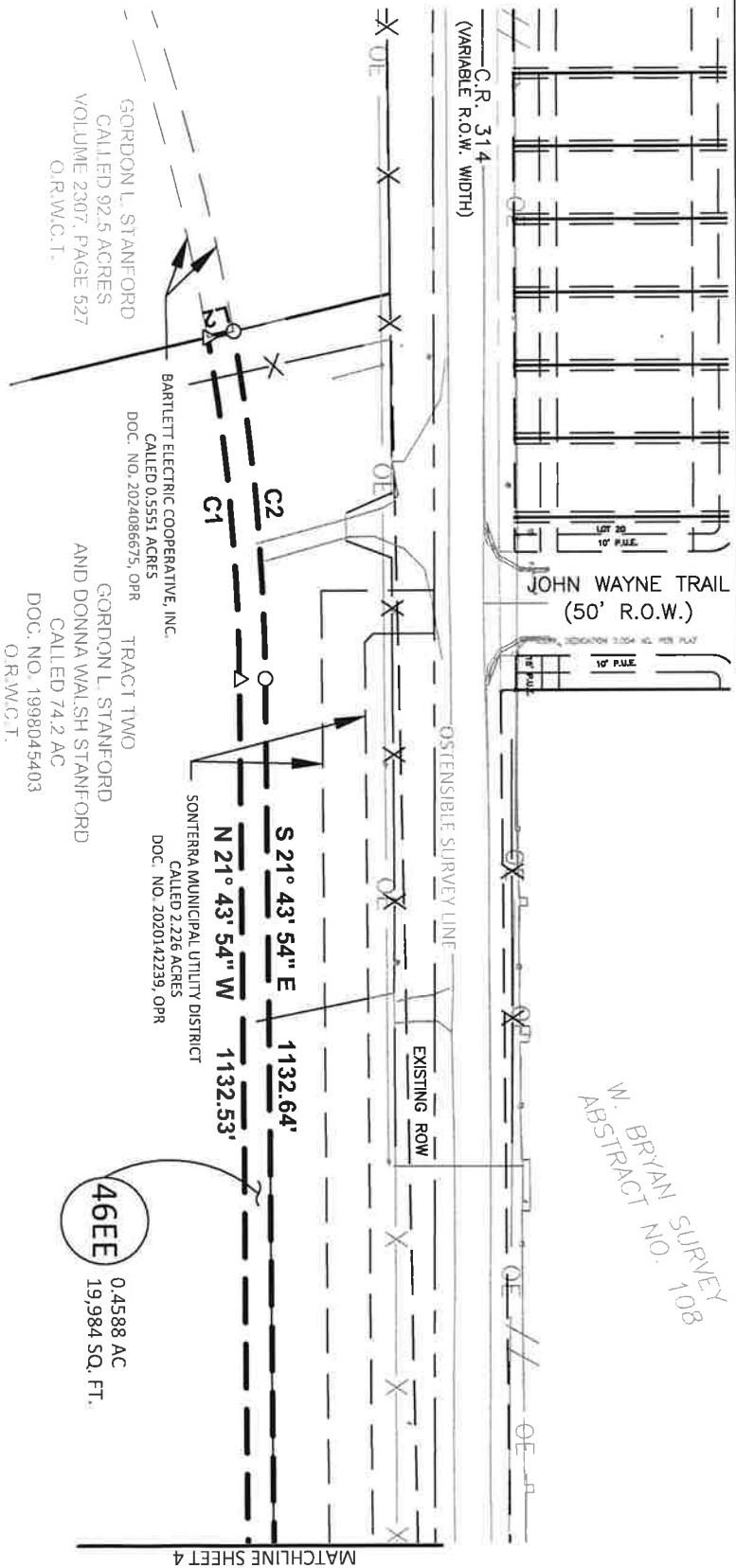
PLAT TO ACCOMPANY DESCRIPTION

**LEGEND**

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



SCALE: 1" = 100'



PROJECT NO.: SLAN-001

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL, RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-000

SCALE  
1" = 100'

WILLAMSON COUNTY

PROJECT  
C.R. 314

PARCEL 46EE  
0.4588 AC  
19,984 SQ. FT.

03/28/2025

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 INSURANCE COMPANY, UNDER GF NO. 672402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S., R.P.L.S. NO. 4933 (NOW RETIRED), AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER MY SUPERVISION.

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  
TPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001



SCALE  
1" = 100'

GORDON L. STANFORD

PARCEL PLAT SHOWING PROPERTY OF

WILLAMSON COUNTY

PROJECT  
C.R. 314

PARCEL 46EE  
0.4588 AC.  
19,984 SQ. FT.

03/28/2025

SCHEDULE B

- 10a. ELECTRIC UTILITY EASEMENT DATED APRIL 18, 1991, EXECUTED BY CONNIE STANFORD TO BARTLETT ELECTRIC COOPERATIVE INC., RECORDED IN VOLUME 2109, PAGE 19, DEED RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10b. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, EXECUTED BY GORDON L. STANFORD AND DONNA WALSH STANFORD TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10c. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC., RECORDED UNDER DOCUMENT NO. 2024086578, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10d. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086579, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10e. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086671, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10f. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC., RECORDED UNDER DOCUMENT NO. 2024086675, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS. (THE LOCATIONS IS SHOWN)
- 10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.
- 10h. (NOT A SURVEY MATTER)
- 10i. (NOT A SURVEY MATTER)
- 10j. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE (OWNER'S TITLE POLICY ONLY)
- 10k. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)
- 10l. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

# EXHIBIT "C"

Parcel 46

## DEED

County Road 314 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

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

All of that certain 2.580-acre (112,380 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 46)

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

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

Visible and apparent easements not appearing of record.

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

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

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

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

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

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
GORDON L. STANFORD

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by Gordon L. Stanford in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
DONNA WALSH STANFORD

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by Donna Walsh Stanford in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

## EXHIBIT "D"

ELECTRIC UTILITY EASEMENT  
AND COVENANT OF ACCESS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

That GORDON L. STANFORD and wife DONNA WALSH STANFORD, 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 aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in 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:  
None

---

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

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

*[signature page follows]*



\_\_\_\_\_  
Gordon L. Stanford

\_\_\_\_\_  
Donna Walsh Stanford

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Gordon L. Stanford and Donna Walsh Stanford, 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