

Nancy E. Rister

Nancy E. Rister, County Clerk

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Williamson County Texas

15/ITC/KN/1109681-GTN

CONSERVATION EASEMENT

This CONSERVATION EASEMENT made by and between LYDA FAMILY TRUST ("Grantor") and WILLIAMSON COUNTY, as trustee for WILLIAMSON COUNTY CONSERVATION FOUNDATION ("Grantee") this 28 day of February, 2011.

RECITALS:

- A. Grantor is the sole-owner in fee simple of certain real property, that has ecological, scientific, educational, and aesthetic value in its present state as a natural area that has not been subject to development or exploitation, is located in Williamson County, Texas, and is more particularly described in Exhibit "A", encompassing 83.856 acres, and Exhibit "B", encompassing 14.900 acres (the "Property"), totaling 98.756 acres.
- B. The Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Property is habitat for native wildlife, including certain species of endangered karst or cave invertebrates (KI), is in the vicinity of habitat suitable for the endangered black-capped vireo (BCVI) and golden-cheeked warbler (GCWA), may constitute a portion of the watershed benefiting the Georgetown salamander (GTS) (KI, BCVI, GCWA, and GTS, defined below), and represents the topography and vegetation that is often found in this portion of western Williamson County.
- C. Grantor intends that the Conservation Values (defined below) of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with such Conservation Values.
- D. Grantor further intends to convey to Grantee the right of ingress, egress, and access to the Property to allow Grantee to conduct the activities set forth in the Management Plan (defined below).
- E. Grantor and Grantee acknowledge that the Property can only be accessed by ingress and egress over and across Grantor's Remaining Property, and Grantor further intends to convey to Grantee a non-exclusive access easement over and across Grantor's Remaining Property along the route established by Grantor pursuant to the Access Easement granted to Grantee in that certain Conservation Easement recorded as Document No. 2007032525, Williamson County, Texas.
- F. The condition of the Property, at the time of the signing of this easement, is documented in an Easement Documentation Report (defined below).
- G. The Grantor and Grantee have the common purpose of conserving the Conservation Values of the Property in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resource Code and Grantor and Grantee wish to avail themselves of the provisions of that law.
- H. Grantee intends that the Property be considered a karst fauna area (KFA) and that such

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KFA is a component part of Grantee's Habitat Conservation Plan on file with the Service.

DEFINITIONS

"BCVI" means the black-capped virco (*Vireo atricapilla*) a listed endangered species (52 Fed. Reg. 37420).

"Conservation Easement" means this conservation easement granted Grantee to conserve biological resources and to impose certain restrictions with respect to the relevant Property (defined below).

"Conservation Values" means the presence on the Property of KIs, the benefit of preserving the Property to the GCWA, BCVI, and GTS, and the natural, scenic, and open space characteristics of the Property.

"Easement Documentation Report" means the condition of the Property as described in (a) the "Recovery Land Acquisition - Cobb Preserve, Williamson County, Texas, Project Statement" on file with the Service (the "Service," as defined below), and (b) the Executive Summary of the Biological, Hydrological, and Cultural Resources of the Proposed Cobb Ranch Conservation Bank, Williamson County, Texas, on file with the Service, which describes property, a portion of which includes and encompasses the Property.

"ESA" means the Federal Endangered Species Act (16 U.S.C. § 1531 et seq.) and all regulations promulgated pursuant to the ESA.

"GTS" means the Georgetown salamander, (*Eurycea naufragia*), a spring adapted salamander designated as a candidate as of October 30, 2001 (66 Fed. Reg. 54808)

"GCWA" means the golden-cheeked warbler (*Dendroica chrysoparia*), a listed endangered species (55 Fed. Reg. 53,153).

"Grantor's Remaining Property" means the tract of real property situated in Williamson County, Texas, as more particularly described in Exhibit "C", that is immediately adjacent to and surrounds the Property.

"KI" means the following karst or cave invertebrates:

(a) Bone Cave Harvestman (*Texella reyesi*), a troglobitic harvestman that was originally listed under *Texella reddelli*.

(b) Coffin Cave Mold Beetle (*Batrissodes texanus*), a troglobitic pselaphine beetle. It was originally listed under *Texamauirops redelli* (53 Fed. Reg. 36029), then taxonomically split into two species (*Texamauirops redelli* and *Batrissodes texanus*) (58 Fed. Reg. 43818).

"Management Plan" means the Operation, Management, and Monitoring Plan for karst features

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submitted by the Williamson County Conservation Foundation and on file with the Service.

"Property" means the tract of real property situated in Williamson County, Texas, containing 98.756 acres and described in Exhibits A and B.

"Service" means the United States Fish and Wildlife Service.

"Third Party Beneficiaries" means TXDOT (defined below) and the Service.

"TXDOT" means the Texas Department of Transportation.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions, and restrictions contained herein and in return for Ten and no/100 Dollars (\$10) and other good and valuable consideration paid by Grantee to Grantor, the Grantor hereby gives, grants, bargains, sells, and conveys unto the Grantee a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. Purposes. The purposes of this Conservation Easement include the following: to ensure that the Property will be managed for long-term conservation of and use by endangered KIs and to benefit GTSSs, BCVIs, and GCWAs, including without limitation, management and related activities conducted on the Property by Grantee pursuant to the Management Plan; to ensure the Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect native plants, animals, or plant communities on the Property; and to prevent any use of the Property that will impair or interfere with these Conservation Values or interests of the Property, while allowing for traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property, such as limited recreational use.

The Grantor intends that this Conservation Easement will restrict the use of the Property to only such activities as are consistent with the purposes of this Conservation Easement. Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

2. Grantor's Obligations.

- 2.1 Grantor will comply with the terms of this Conservation Easement and cooperate with the Grantee and Third Party Beneficiaries in the protection of this Property.
- 2.2 Grantor will repair and restore changes to the Property that degrade or harm the Conservation Values of the Property caused by the Grantor, Grantor's guests, tenants, lessees, representatives, or agents.



- 2.3 Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.
- 2.4 Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.
- 2.5 To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantors' and successors' in interest rights to receive such designations.
3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement and associated Management Plan is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 4 below:
- 3.1 Construction. Except for temporary photography blinds/observation platforms, there shall be no placement or construction of structures or other improvements on or above the Property; including, without limitation, a tennis court or other recreational court or field, landing strip, building, mobile home, swimming pool, signs, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, golf course, tower, conduit line, or sodium vapor light. Notwithstanding the foregoing, Grantor may maintain and repair the existing home on the Property and its associated facilities, including but not limited to, a well, connecting lines, and waste water facilities (the "Improvements"), but may not expand such Improvements. All such maintenance and repair shall be conducted in manner that does not impact the Conservation Values. Any excavation or trenching necessary for such maintenance or repair is subject to Section 3.2, below. In the event the Improvements are partially or completely destroyed through no fault of the Grantor, Grantor may reconstruct the Improvements in a manner that does not increase the impact of the Improvements on the Conservation Values beyond the impact of the original Improvements. Provided, however, that reconstruction of the Improvements following partial or complete destruction may only be undertaken with the written approval of Grantee and the Third Party Beneficiaries, and such approval shall not be unreasonably withheld.
- 3.2 Surface or Subsurface Alteration. There shall be no ditching, draining, construction of dikes, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, on or below the surface of the Property unless the Grantee and Third Party Beneficiaries give prior written consent.

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- 3.3 Vegetation Alteration. There shall be no use of bulldozers, root plowing, and/or chaining unless the Grantee and Third Party Beneficiaries give prior written consent. All vegetation alteration will be in accordance with guidelines set forth in the Management Plan, if any. Grantor must not introduce or knowingly allow non-native vegetation onto the Property. Grantor shall have no affirmative obligation to detect non-native vegetation beyond that imposed upon Grantor in the Management Plan.
- 3.4 Chemicals. The use of pesticides or biocides, including, but not limited to, insecticides, fungicides, rodenticides, and herbicides is prohibited, except as expressly allowed in the Management Plan or approved by Grantee and Third Party beneficiaries in writing.
- 3.5 Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as landfill or dredging spoils.
- 3.6 Soil and Hydrology. There shall be no use on the Property or activity that causes or is likely to cause soil degradation, erosion, or siltation. Alteration, depletion, extraction or pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property is prohibited. Grantor shall not transfer, encumber, lease, sell or otherwise sever such rights from title to the Property itself without the written approval of the Grantee and Third Party Beneficiaries.
- 3.7 Vehicles. There shall be no operation of dune buggies, motorcycles, or all-terrain vehicles on the Property unless otherwise specified herein or in the Management Plan.
- 3.8 Subdivision. The Property may not be divided, partitioned, or subdivided except as a unit containing the entire Property in order to segregate it from the remainder of Grantor's property. The Property, for the benefits of this Conservation Easement, shall remain as an undivided approximately 98.756 acre tract in perpetuity.
- 3.9 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.



- 3.10 Commercial Activity. Except as provided for in Section 4.7, there shall be no commercial or industrial use of, or activity on, the Property unless written approval is obtained from both the Grantee and Third Party Beneficiaries.
- 3.11 Easement. Except as provided in this Conservation Easement, Grantor must not grant or convey any easements under or across the Property, including, but not limited to, access easements and utility easements, except such easements already in existence or pursuant to imminent exercise of or power of eminent domain by an entity holding such power. Existing easements and their respective purposes are identified on Title Commitment 1109681-GTN attached as Exhibit D hereto. Grantee will notify Grantor and Third Party Beneficiaries of any entity seeking to exercise the power of eminent domain regarding the Property.

4. Grantor's Reserved Rights. The Grantor hereby reserves the following rights:

- 4.1 Transfer. Subject to the right of first refusal in Section 5.1, the right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement.
- 4.2 Structures. The right to temporary photography blinds/observation decks on the Property.
- 4.3 Diseased Trees. The right to cut, trench, and remove diseased or dead trees, shrubs, or plants, subject to the prior written approval of the Grantee and Third Party Beneficiaries or in accordance with guidelines set forth in the Management Plan, if any.
- 4.4 Grazing. Grazing is prohibited.
- 4.5 Roads. The right to repair, replace, and improve existing roadways in accordance with guidelines set forth in the Management Plan, if any, and to maintain roads or trails necessary on the Property for the execution of the Management Plan. Any new roads or trails must be approved by the Grantee and Third Party Beneficiaries and shall not reduce the Conservation Values of the Property.
- 4.6 Hunting. No hunting shall be allowed on the Property at any time, except that Grantor shall have the right to remove nonnative animals in a manner that does not negatively impact the Conservation Values of the Property.
- 4.7 Recreational/Commercial Uses. The right to use the Property for recreational purposes including horseback riding, hiking, wildlife photography, bicycling, and bird watching, provided these activities follow limitations as described herein and/or in the Management Plan and are done in a manner to not impact endangered species, species habitat or the other Conservation Values of the Property and follow all applicable state and Federal laws. The level of recreational use of the Property shall be developed with the approval of the Service. Notwithstanding the foregoing, there shall be no recreational caving use on the Property



- 4.8 Fencing. The right to construct and maintain fencing in accordance with the Management Plan. The entire Conservation Easement shall be fenced off no later than 36 months following establishment of the karst fauna area for the KI.
- 4.9 Vehicles. The use of vehicles shall be limited to existing roads, fencelines, and trails accessing photo blinds or observation decks. All-terrain vehicles may be used off existing trails to access photography blinds/observation decks, inspect fence lines, and monitor species status and habitat condition. All vehicles will be used in a manner to avoid impact to the habitat and endangered species.
- 4.10 General. All rights, title, interest in, and use of the Property not specifically granted to Grantee and Third Party Beneficiaries in this Conservation Easement is retained by Grantor.
5. Grantee's Rights and Access Easement.
- 5.1 Right of First Refusal. Grantor hereby grants to Grantee, its successors, legal representatives and assigns a right of first refusal (the "Right") to acquire the fee simple interest in the Property at such time if ever Grantor (including Grantor's assigns, subsidiaries, parents, affiliates or successors in interest with respect to the Property) ever desire to sell such Property (or any portion thereof) to any other party. In the event Grantor receives from any other party a bona-fide offer to purchase the Property (or any portion thereof) on terms that are acceptable to Grantor (the "Offer"), Grantor shall, as a condition precedent to its right to consummate such sale or ground lease, deliver to Grantee a written notice (the "Offer Notice") which sets forth in reasonable detail the terms and provisions of such proposed sale or ground lease, including a copy of the Offer. The Offer Notice must be given not less than sixty (60) days prior to the anticipated closing date of such sale. Grantee shall have the option, for a period of thirty (30) days after receipt of the Offer Notice, to elect to accept such sale or ground lease on substantially the same terms and conditions as are set forth in the Offer Notice. Such election shall be by delivery of written notice to Grantor prior to the expiration of such 30-day period. If Grantee does not exercise such option prior to the expiration of such 30-day period, Grantee shall be deemed to have elected to decline the Offer, and Grantor shall, for a period of one hundred eighty (180) days following the expiration of such 30-day period (or such longer period as may be agreed upon by the parties), be free to consummate such sale referred to in the Offer Notice strictly in accordance with the terms of the Offer Notice. If such transaction is not completed within such 180-day period, Grantor must again comply with the provisions of this Section in connection with any proposed sale or ground lease of the Property (or portion thereof).
- 5.2 Right of Access to Property for Management Plan Activities and Enforcement. To accomplish the purpose of this Conservation Easement, Grantor hereby further conveys to Grantee the right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (a) conducting any and all activities on the Property pursuant to the Management Plan, including without limitation,

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inspecting, managing, monitoring, and conducting fire ant treatments; (b) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (c) conducting surveys and other scientific observations or studies, copies of which studies shall be provided to Grantor upon written request by Grantor; (d) enforcing the terms of this Conservation Easement; and (e) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof. For purposes of Section 5.2(a)-(c), at least seventy-two (72) hours prior written notice to Grantor shall be provided, and entry onto the Property shall occur during daylight hours and regular business days. Grantee agrees to use best efforts to coordinate any and all entry onto the Property so that the number of total entries onto the Property is minimized and shall not exceed twice per month, and to provide quarterly reports to Grantor of the name, date, and affiliation of all entries onto the Property of Grantee or Grantee's agents pursuant to the Management Plan. Notwithstanding the foregoing sentence, for purposes of Section 5.2 (d)-(e), notice shall be provided and entry onto the Property shall be conducted pursuant to Section 15.

5.3 Access Easement Across Grantor's Remaining Property. Grantor hereby further conveys to Grantee and Third Party Beneficiaries a non-exclusive access easement over and across Grantor's Remaining Property along the route established by Grantor pursuant to the Access Easement granted to Grantee in that certain Conservation Easement recorded as Document No. 2007032525, Williamson County, Texas. The easement set forth in this Section 5.3 shall bind Grantor's lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest of Grantor's Remaining Property, and shall continue as a servitude running in perpetuity with Grantor's Remaining Property.

6. Third Party Beneficiaries' Rights. This Conservation Easement creates rights of third party enforcement by TXDOT and the Service. TXDOT and the Williamson County Conservation Fund entered into a separate environmental mitigation agreement under which TXDOT agreed to reimburse the costs of purchasing this Conservation Easement. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Third Party Beneficiaries by this Conservation Easement:

6.1 Right to Protect. The right to preserve and protect the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

6.2 Right of Entry. The right to enter the Property at all reasonable times and with prior notice to Grantor for the purposes of: (a) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof. For purposes of Section 6.2(a), at least seventy-two (72) hours prior written notice to Grantor shall be provided, and entry onto the Property shall occur during daylight hours and regular business days. Third Party Beneficiaries agree to use



best efforts to coordinate any and all entry onto the Property so that the number of total entries onto the Property is minimized and to the maximum extent practicable shall not exceed twice per month, and to provide quarterly reports to Grantor of the name, date and affiliation of all entries onto the Property of Third Party Beneficiaries and Third Party Beneficiaries' agents. Notwithstanding the foregoing sentence, for purposes of Section 6.2(b)-(c), notice shall be provided and entry onto the Property shall be conducted pursuant to Section 15. Grantee and Third Party beneficiaries may notify Grantor of multiple visits with one notice.

- 6.3 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
7. Discretionary Consent. The Grantee's and Third Party Beneficiaries' consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's and Third Party Beneficiaries' consent, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by the Grantor, the Grantee, and Third Party Beneficiaries, the Grantee and Third Party Beneficiaries may, in their sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's and Third Party Beneficiaries' consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee and Third Party Beneficiaries to judge the consistency of the proposed activity with the purposes of this Conservation Easement. The Grantee and Third Party Beneficiaries may give their permission only if they determine, in their sole discretion, that such activities (1) do not violate the purposes of this Conservation Easement and (2) either enhance or do not impair any conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Third Party Beneficiaries and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities on the Property, except as outlined in this Conservation Easement.
8. Habitat Management. The habitat on the Property will be managed for the benefit of KIs, and other species in accordance with the Management Plan.
9. Public Access. Except as otherwise provided in this Conservation Easement, nothing contained in this Conservation Easement shall give or grant to the public or any party other than Grantor, Grantee and Third Party Beneficiaries a right to enter upon or to use the Property or any portion thereof.
10. Costs and Liabilities. Except as otherwise provided in this Conservation Easement or the Management Plan, including without limitation, the Grantee's obligation to conduct or pay for operation and maintenance of the Property as more particularly described in the



Management Plan, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage. Grantee shall maintain its own general liability insurance coverage.

To the extent allowed by law, each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

11. Taxes. The Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Property and public notice of sale is posted and written notice thereof is given to Grantor, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Easement.
12. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all easements, rights of way, reservations, covenants, conditions, restrictions, and other title exceptions specifically identified on Title Commitment 1109681-GTN attached as Exhibit D hereto. The Grantor shall provide notice to Grantee and to Third Party Beneficiaries in the event that title to the Property is transferred.
13. Hazardous Waste. To the best of Grantor's knowledge without diligent inquiry, Grantor covenants, represents and warrants to the Grantee that, other than substances associated with the transformer located near the cave entrance no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. Within sixty (60) days of the effective date of this Conservation Easement, Grantee shall submit a prevention or containment plan to the Third Party Beneficiaries to address an existing transformer on the Property. The Third Party Beneficiaries shall have the right to approve, disapprove or modify such prevention or containment plan.
14. Grantee's and Third Party Beneficiaries' Remedies. If the Grantee or Third Party Beneficiaries become aware of a violation of the terms of this Conservation Easement, the Grantee or Third Party Beneficiaries shall give notice to the Grantor, at the Grantor's last known address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Property's condition at the time

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of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee and Third Party Beneficiaries within thirty (30) days after receipt of such notice shall entitle the Grantee or Third Party Beneficiaries to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any actual damages arising from the noncompliance. Such damages, when recovered, must be applied by the Grantee to corrective action on the Property. If the court or arbitration process determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, mediation, arbitration, court costs and reasonable attorney's fees.

- 14.1 Emergency Enforcement. If the Grantee or Third Party Beneficiaries, in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee or Third Party Beneficiaries may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or otherwise described herein, but without waiting for the period for cure to expire.
- 14.2 Failure to Act or Delay. The Grantee and Third Party Beneficiaries do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and associated Management Plan by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee and Third Party Beneficiaries, their successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.
- 14.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee or Third Party Beneficiaries to institute any enforcement proceedings against the Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee and Third Party Beneficiaries timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.
15. Dispute Resolution. If a dispute arises between Grantor, Grantee and/or Third Party Beneficiaries, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association,



and judgment upon the decision tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the mediation and arbitration requirements of this Section 15, for any violation of the terms of this Conservation Easement that might cause temporary or permanent damage to the Conservation Values of the Property, the provisions of Section 14 regarding injunctive relief for Grantee and Third Party Beneficiaries shall control over this Section 15. The parties acknowledge that TXDOT, as a Texas state agency, has no authority to enter into an agreement for binding arbitration, or to waive its sovereign immunity.

16. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.
17. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Property.
18. Merger. The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.
19. Assignment. The parties hereto recognize that the benefits of this easement are in gross and assignable. Any assignment shall be to a qualified organization, as that term is defined in Section 170(h)(3) of the IRC of 1986, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(3) of the IRC and committed to hold the easement solely for the conservation purposes that the contribution was originally intended to advance. Grantor and Third Party Beneficiaries must give written approval of the organization prior to assignment.

If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, upon motion of Grantor, Grantee, Third Party Beneficiaries or an interested third party, a court of competent jurisdiction shall transfer this Conservation Easement and associated Management Plan to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement and associated Management Plan. In the event that Grantee is unable to fulfill its responsibilities as the holder of this Conservation Easement and associated Management Plan, Grantee will attempt to cooperate with Grantor and Third Party Beneficiaries to identify and select a substitute organization that is acceptable to Grantor and Third Party Beneficiaries. Provided, however, the parties agree and acknowledge that Federal funds have been used by Grantee to purchase the Conservation Easement herein conveyed. If the Grantee ceases to exist or no longer qualifies to hold the conservation easement, the Grantee shall notify the Third Party Beneficiaries. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third

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Party Beneficiaries regarding the nature of such instructions.

20. Extinguishment. The Grantor agrees that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee.

When a change in conditions takes place that makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, or subsequent subgrantees, shall request disposition of the Property in accordance with 43 C.F.R. §12.71.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with the disposition instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such disposition instructions.

21. Eminent Domain. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it to the extent allowed by law, and the proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests, as provided in Treasury Regulation Section 1.170A-14(g)(6), and Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds. Any federal grant funds that must be repaid shall be repaid at current market value based on the cost share for any interest in the Property.

22. Miscellaneous Provisions.

22.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

22.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include Williamson County, Texas, and its successors and assigns.

22.3 Rerecording. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement; and Grantor appoints the Grantee its attorney-in-fact for the purpose of

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filing, recording and rerecording, if necessary, any instrument pursuant to this Conservation Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

- 22.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.
- 22.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 22.6 Legislative Changes. All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.
- 22.7 Notices. The following notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.
- a. Notice of Change of Address of Parties
 - b. Notice of Change of Ownership of Property
 - c. Notice to Review or Request to Amend Management Plan
 - d. Notice of Violation
 - e. Notice of Tax Delinquency
 - f. Notification of Cessation of Grantee
 - g. Extinguishment of Easement
 - h. Amendment of Easement

Grantor, Grantee, and Third Party Beneficiaries agree to send updated contact information for notice to the other parties within thirty (30) days of change of such information, or change of ownership of the Property. If a response to a notice provided under this Section 22.7 is required, the Grantor, Grantee, and Third Party Beneficiaries agree to respond within thirty (30) days of receipt of the notice. All other notices and communication between Grantor, Grantee and Third Party Beneficiaries may be conducted in writing or via telephone, and all parties agree to respond within a reasonable amount of time.

If to Grantor: LYDA FAMILY TRUST
P.O. Box 1757
Georgetown, Texas 78627
Attn: Clark Lyda
Phone: (512) 635-0002
Fax: _____

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with a copy to: _____

Attn: _____
Phone: _____
Fax: _____

If to Grantee: WILLIAMSON COUNTY
Attn: Gary Boyd
350 Discovery Blvd. Suite 207
Cedar Park, Texas 78613
Phone: (512) 260-4226

with a copy to:

Charlie Crossfield
309 E. Main Street
Round Rock, Texas 78664
Phone: (512) 255-8877
Fax: (512) 255-8986

If to Third Party Beneficiary: U.S. Fish and Wildlife Service
Austin Ecological Services Field Office
10711 Burnett Road, Suite 200
Austin, Texas 78758
Attn: Field Supervisor
Phone: (512) 490-0057
Fax: (512) 490-0974

Texas Department of Transportation
Carlos A. Lopez
District Engineer, Austin District
7901 North IH 35
Austin, Texas 78753
Phone: (512) 832-7022

- 22.8 Appropriations. The duties of the Third Party Beneficiaries to carry out its obligations pursuant to this Conservation Easement and associated Management Plan shall be subject to the availability of appropriated funds.
- 22.9 Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor, Grantee, and Third Party Beneficiaries.
- 22.10 Costs of Enforcement. If Grantee and/or the Third Party Beneficiaries prevails in any action to enforce this Conservation Easement, any costs incurred in enforcing

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the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor. Grantor shall be entitled to the costs of enforcement if it prevails in any action it brings or is brought by Grantee and/or the Third Party Beneficiaries, to the extent otherwise allowed by law.

- 22.11 Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement and associated Management Plan (or in general) must comply with all appropriate local, state, and Federal statutes including, but not limited to, the ESA.
- 22.12 Federal Interest, Non-discrimination. So long as the Property is managed by Williamson County for the purpose for which it was acquired Williamson County is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972. Further, Williamson County agrees, to the extent required by law, that no individual will be turned away or otherwise denied access to or benefit from any program on the Property or activity that is directly associated with a program on the Property on the basis of race, color, national origin, age and sex (in educational activities) or disability.
- 22.13 Effective Date. This Conservation Easement shall not become effective and binding until (i) the Service executes and/or approves the initial Management Plan, and (ii) this Conservation Easement is fully executed by Grantor and Grantee.
- 22.14 Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation Easement and the Management Plan, the Conservation Easement controls.

List of Exhibits:

Exhibit A – 83.856 Property – Metes and Bounds Description & Survey
Exhibit B – 14.90 acre Property – Metes and Bounds Description & Survey
Exhibit C – Grantor's Remaining Property
Exhibit D – Title Commitment
Exhibit E – Easement/Cave Footprint Overlay Map

Executed on this 28 day of February, 2012

(Signatures on the following page.)

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GRANTOR:
LYDA FAMILY TRUST

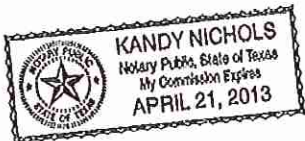
By: [Signature]
Name: Clark E. Lyda
Title: Trustee

GRANTEE:
WILLIAMSON COUNTY

By: [Signature]
Dan A. Gattis, County Judge

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 29th day of February, 2012, by Clark E. Lyda, Trustee, on behalf of the LYDA FAMILY TRUST.



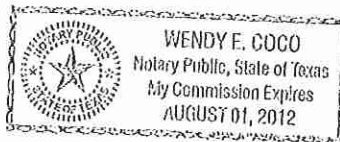
[Signature]
Notary Public
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 28th day of February, ~~2011~~ 2012 by DAN A. GATTIS, on behalf of Williamson County.

Wendy E. Coco
Notary Public
My Commission Expires: 8/1/12

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664



AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

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Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR AN 83.856 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.856 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner and POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following five (5) courses and distances:

1. N76°46'20"E for a distance of 3,223.02 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof;
2. S13°13'40"E, for a distance of 1,134.00 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southeast corner hereof;

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3. S76°46'20"W for a distance of 3,196.76 feet to a 1/2" Iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof;
4. N22°20'42"W for a distance of 165.74 feet to a 1/2" Iron rod set with cap marked "Diamond Surveying" monumenting an angle point hereof;
5. N13°13'40"W for a distance of 970.35 feet to the POINT OF BEGINNING hereof, and containing 83.856 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

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

Shane Shafer

August 11, 2011

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

DATE



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Exhibit "B"

METES AND BOUNDS DESCRIPTION

FOR A 14.900 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 14.900 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner of an 83.856-acre tract of land to be conveyed by separate instrument;

THENCE continuing through the interior of said Lyda Family Trust tract, with the northerly boundary line of said 83.856-acre tract, N76°46'20"E for a distance of 3,223.02 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner of said 83.856-acre tract, same being the northwest corner and POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following four (4) courses and distances:

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1. N76°46'20"E for a distance of 496.01 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof, same being on a point in the westerly boundary line of the called 64.4-acre tract of land conveyed to Williamson County, Texas, by instrument titled "Conservation Easement" as recorded in Document No. 2007032515 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the northwest corner of said 64.4 acre Conservation Easement tract bears N20°53'43"W, for a distance of 344.23 feet;
2. With the said westerly boundary line of the 64.4-acre Conservation Easement, S20°53'43"E, for a distance of 1,144.23 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, and from which a 1/2" iron rod found with cap marked "Hayne Consulting" monumenting the upper southwest corner of said 64.4 acre Conservation Easement tract bears S20°53'43"E, for a distance of 57.57 feet;
3. S76°46'20"W for a distance of 648.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof, same being on the southeast corner of aforementioned 83.856 acre tract;
4. N13°13'40"W, for a distance of 1,134.00 feet to the POINT OF BEGINNING hereof, and containing 14.900 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

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

Shane Shafer

July 14, 2011

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



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SITE ADDRESS: 601 CR 239, FLORENCE, TX 76527

1,640.25 ACRES
DOC. 9605280

83.856 ACRE TRACT TO BE CONVEYED
BY SEPARATE INSTRUMENT

CLARK E. LYDA, TRUSTEE OF THE
LYDA FAMILY TRUST
TRACT 1
1.64026 ACRES
DOC. 9605280

[illegible]

SHANE SWARTZ, RPLS, NO. 5287

JULY 14, 2017
DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78629
(512) 951-5100



LEGEND

- = 300 KHZ PLANS
- = 1000 KHZ SET
- CARD TELEPHONE SERVICE
- TH = TELEPHONE POLE
- OR _____
- OVERHEAD TELEPHONE LINES
- TH = POWER POLE
- OR _____
- OVERHEAD ELECTRIC LINES
- OR _____
- POWER POLE WOOD

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Exhibit "C"

Grantor's Remaining Property

That certain 1,640.26 acre tract described as Tract 1 in the General Warranty Deed filed in Document No. 9536891, re-recorded in 9605280, Official Records of Williamson County, Texas.

SAVE AND EXCEPT that 30.0 acre tract and 17.27 acre tract conveyed to Chalk Ridge Holdings, L.P. in Document No. 2005099258, Official Public Records of Williamson County, Texas, and

SAVE AND EXCEPT that 4.7006 acre tract conveyed to Williamson County in Document No. 2006033370, Official Public Records of Williamson County, Texas.

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Exhibit "D"

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: February 23, 2012, 8:00 am

G.F. No. or File No. 1109681-GTN

Commitment No. _____ issued: February 29, 2012, 8:00 am
(if applicable)

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$1,481,340.00
PROPOSED INSURED: Williamson County Conservation Foundation
 - (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: Easement Estate
3. Record title to the land on the Effective Date appears to be vested in:

Clark E. Lyda, Trustee of the Lyda Family Trust
4. Legal description of the land:

Tract 1: EASEMENT ESTATE created in that certain _____, dated _____, recorded in Document No. _____, Official Public Records, Williamson County, Texas, over and across that certain 14.900 acres of land, more or less, situated in the PLEASANT BULL SURVEY, No. 70, in Williamson County, Texas, being out of and a part of that certain 1,640.26 acre tract of land described in the General Warranty Deed filed in Document No. 9605280, Official Records, Williamson County, Texas. Said tract of 14.900 acres being more particularly described by metes and bounds description shown in EXHIBIT "A" attached hereto and made a part hereof.

Tract 2: EASEMENT ESTATE created in that certain _____, dated _____, recorded in Document No. _____, Official Public Records, Williamson County, Texas, over and across that certain 83.856 acres of land, more or less, situated in the PLEASANT BULL SURVEY, No. 70, in Williamson County, Texas, being out of and a part of that certain 1,640.26 acre tract of land described in the General Warranty Deed filed in Document No. 9605280, Official Records, Williamson County, Texas. Said tract of 83.856 acres being more particularly described by metes and bounds description shown in EXHIBIT "B" attached hereto and made a part hereof.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.

First American Title Insurance Company

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Continuation of Schedule A

G.F. No. 1109681-GTN

First American Title Insurance Company

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
 - Item No. 1, Schedule B, is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgage Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

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9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgage Policy (T-2R). (Applies to Texas Short Form Residential Mortgage Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgage Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Any and all portion of the subject property lying within the boundaries of a public or private roadway.
 - b. Easement:
Recorded: Volume 774, Page 89, Deed Records, Williamson County, Texas.
Purpose: Water Line(s)
 - c. Easement:
Recorded: Volume 774, Page 90, Deed Records, Williamson County, Texas.
Purpose: Water Line(s)
 - d. This item has been intentionally deleted.
 - e. Terms, Conditions, and Stipulations in the Agreement:
Recorded: Document No. 2007032515, as further affected by Subordination Agreement recorded
in Document No. 2007032516, Official Public Records, Williamson County, Texas.
Type: Conservation Easement
 - f. This item has been intentionally deleted.
 - g. This item has been intentionally deleted.
 - h. Lack of a right of access to and from the land. Insuring provision number 4 is hereby deleted. (Owner Title Policy)
 - i. Terms, Conditions, and Stipulations in the Agreement: (TO BE RECORDED)
Recorded: Document No. _____, Official Public Records, Williamson County, Texas.
Type: Easement
 - j. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - k. Rights of Parties in Possession. (Owner Policy)
 - l. This item has been intentionally deleted.

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- m. This item has been intentionally deleted.
- n. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. *(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*
- o. Matters reflected on survey prepared by Shane Shafer RPLS No. 5281:
 - 1. Rights of other parties in and to the use of the gravel road traversing subject property.
 - 2. Basement rights related to the Overhead Telephone Line traversing the subject property.
- p. Terms, Conditions, and Stipulations in the Memorandum:
 - Recorded: Document No. 2011048343, Official Public Records, Williamson County, Texas.
 - Type: Option Contract



COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. This item has been intentionally deleted.
6. This item has been intentionally deleted.
7. Company must be furnished with a copy of the Trust Agreement or Indenture of Lyda Family Trust, together with copies of any amendments, modifications, or revocations to determine the authority of the Trustee(s). Upon review, Company may make additional requirements or exceptions.
8. Company requires documentation to determine the legal entity of County of Williamson, Texas. Upon receipt of information, additional requirements will be made.
9. NOTICE: Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for each endorsement is \$50. Note to closer: Owner's policy premium must be calculated per Rate Rule R-36 when Schedule B includes this general mineral exception and the exception is not limited to Loan Policy only.
10. Payment of any and all ad valorem taxes which may be due and payable on the subject property.

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Williamson County

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11. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
12. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
13. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
14. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the Insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
15. **NOTE TO CLOSER:** Company has approved the land title survey dated 7/14/2011 (Tract 1) and 8/11/2011 (Tract 2), prepared by Shane Shafer RPLS No. 5281. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area".
16. **Release and/or Termination of that Memorandum of Option Contract:**
Recorded: Document No. 2011048343, Official Public Records, Williamson County, Texas.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. APPLIES TO LOAN POLICY ONLY.

Countersigned
Independence Title Company

By 
Authorized Signatory

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Williamson County

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. 1109681-GTN

Effective Date: February 23, 2012, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
Underwriter: First American Title Insurance Company, a California Corporation

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Corporation, a public company formed in Delaware.

Directors: Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp

Officers: President, Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck.

2. (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

ITCOT, LLC

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

Jay Southworth
Brian Pitman
FSBT Holdings, Inc.

- (c) The following is a list of it's officers and directors:

Brian Pitman, President/COO
Jay Southworth, Chairman/CEO

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy	\$7,762.00
Loan Policy	\$0.00
Endorsement Charges	\$1,164.30
Other	\$0.00
Total	\$8,926.30

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
--------	---------	--------------

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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Williamson County

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TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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First American Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$8,926.30	2 1000 0500	3 3	4 491	5			

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TEXAS TITLE INSURANCE INFORMATION

<p>Title Insurance insures you against loss resulting from certain risks to your title.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
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- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

SIGNATURE

DATE

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First American Title Insurance Company


Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$10,670.85	2 1000 0500	3 3	4 491	5	6	7	8

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	<p>The First American Corporation</p> <p>Privacy Policy</p>
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We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Full Information Policy*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, or described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Full Information Policy*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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INDEPENDENCE TITLE COMPANY

PRIVACY NOTICE

You have chosen to do business with Independence Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "*nonpublic personal information*". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with nonaffiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law.

Independence Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call Independence Title Company at (512) 454-4500.

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Williamson County

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First American Title

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:
1-888-632-1642

Usted tambien puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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Introducing...Your Title Commitment

The ABC's of a Title Commitment

Thank you again for working with Independence Title Company on your transaction. Enclosed is your Commitment for Title Insurance. This document is our commitment to insure your transaction and issue a title policy if conditions described in schedule C are met.

Below is a general guide to reading the title commitment. Please contact your escrow officer with any questions about your specific transaction.

Schedule A "Actual Facts"
of the seller and buyer, a description of the property, the sales price, and the name of the lender, if any.

"A" is for "Actual Facts." In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names

Schedule B "Buyer Notification"
example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front, side or back of the property. These items are not covered by the title policy.

"B" is for "Buyer Notification" of items in which other parties have some interest or control of the use of property. An

Schedule C "Clear to Close"
Include such things as a mortgage to be paid off, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property. All items shown on Schedule C must be resolved before or at the closing.

"C" is for "Clear in order to Close." These items must be resolved in order to transfer title to the new owner. This might

Schedule D "Disclosure"
writers, title agents and attorneys.

"D" is for "Disclosure." This last section outlines all parties who will share any part of the insurance premium, including under-

Administration Office

9442 Capital of TX Hwy., Bldg. II, #200 • Austin, TX 78759 • Office: 512/454-4500 • Fax: 512/454-4559

www.IndependenceTitle.com



www.IndependenceTitle.com

Arboretum Office
9442 Capital of TX Hwy., Bldg. I, #100 • Austin, TX 78759
Office: 512/372-8455 • Fax: 512/372-8577

Balcones Office
5503 Balcones Drive • Austin Texas 78731
Phone: 512/814-2038 • Fax: 512/814-2041

Barton Oaks Office
901 S. Mopac, Plaza II, Suite 150 • Austin, TX 78746
Office: 512/329-5289 • Fax: 512/329-0379

Boatner-Hamad Law & Title
26605 Buhrke Rd. San Antonio, TX 78260
Office: 830/980-5576 • Fax: 830/980-5574

Buda Fee Office
317 North Railroad Street • Buda, TX 78610
Office: 512/312-2999 • Fax: 512/295-4773

Commercial Services Office
9442 Capital of TX Hwy., Bldg. II, #200 • Austin, TX 78759
Office: 512/454-4500 • Fax: 512/454-4559

Dripping Springs Office
310 W. US-290, Suite A • Dripping Springs, TX 78620
Office: 512/894-3880 • Fax: 512/894-3881

Dripping Springs Fee Office
1220 US Hwy. 290 West • Dripping Springs, TX 78620
Office: 512/894-0776 • Fax: 512/894-3838

Georgetown Office
1103 River Blvd., Bldg. I, #110 • Georgetown, TX 78628
Office: 512/931-2128 • Fax: 512/931-2361

Hancock & McGill Office Fee Office
6010 Balcones Dr., Suite 100 • Austin, TX 78747
Phone: 512/459-6010 • Fax: 512/459-9175

La Cantara Office
7676 North Loop 1604 W., #105 • San Antonio, TX 78249
Office: 210/237-4620 • Fax: 210/237-4520

Lago Vista Office
6300 Lohman Ford Road, Suite A • Lago Vista, TX 78645
Office: 512/287-9797 • Fax: 512/287-7979

Lakeway Office
1213 RR 620 S., Suite 101 • Austin, TX 78734
Office: 512/263-1703 • Fax: 512/263-1703

Liberty Hill Office
101 Jonathan Drive, Suite 2 • Liberty Hill, TX 78642
Office: 512/515-0110 • Fax: 512/515-0116

Lincoln Center Office
7800 IH 10 West, Suite 100 • San Antonio, TX 78230
Office: 210/237-4600 • Fax: 210/237-4500

McMahan Group Fee Office
1515 Capital of Texas Hwy. S., Suite 415 • Austin, TX 78746
Office: 512/308-8521 • Fax: 512/308-8531

New Braunfels Office
1000 North Walnut, Suite 200 • New Braunfels, TX 78130
Office: 830/629-8100 • Fax: 830/629-8111

Onion Creek Office
11215 S. IH-35, Suite 114 • Austin, TX 78747
Office: 512/279-1988 • Fax: 512/279-1888

Pflugerville Office Fee Office
203 West Main Street, Suite A • Pflugerville, TX 78660
Phone: 512/990-0950 • Fax: 512/990-9217

Research Fee Office
12710 Research Blvd., Suite 130 • Austin, TX 78759
Office: 512/249-1112 • Fax: 512/249-1051

Round Rock Office
101 E. Old Settlers Blvd., #110 • Round Rock, TX 78684
Office: 512/255-9593 • Fax: 512/255-9553

San Marcos Office
113 North Guadalupe Street • San Marcos, TX 78666
Office: 512/392-1271 • Fax: 512/392-1071

Schertz Office
4917 FM 3009, Suite 100 • Schertz, TX 78164
Office: 210/651-4171 • Fax: 210/651-4249

Seguin Office
109 South River Street • Seguin, TX 78155
Office: 830/433-4824 • Fax: 830/433-4868

Stone Oak Office
18615 Tuscan Stone, #150 • San Antonio, TX 78258
Office: 210/237-4640 • Fax: 210/237-4540

Tower of the Hills Office
13809 N. Hwy 183, Suite 125 • Austin, TX 78750
Office: 512/249-9320 • Fax: 512/249-8470

Wilson, Sterling & Russell Fee Office
9951 Anderson Mill Road, Suite 200 • Austin, Texas 78760
Office: 512/338-1100 • Fax: 512/335-4400

Wimberley Office
160 RR 3237, P.O. Box 727 • Wimberley, TX 78676
Office: 512/847-2278 • Fax: 512/847-5131

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

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EXHIBIT "E"

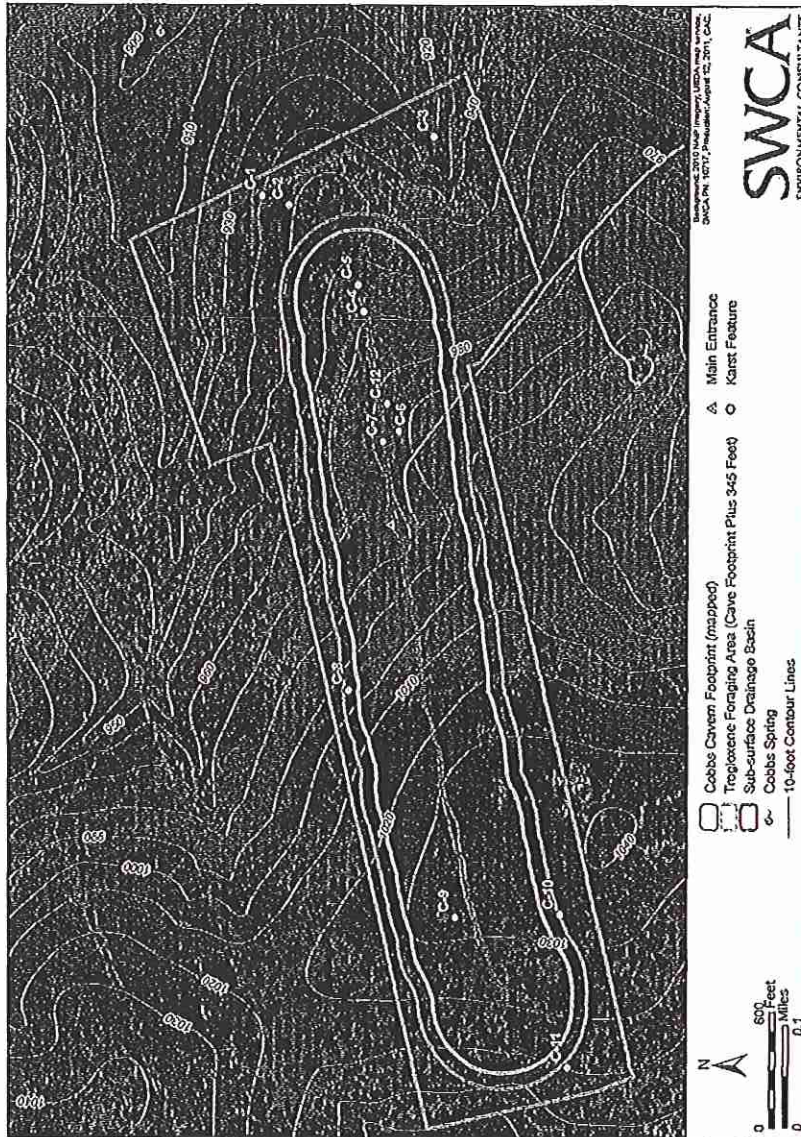


Figure 3. Cobbs Cavern Karst Fauna Area.

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 I, NANCY E. RISTER, COUNTY CLERK, DO
 HEREBY CERTIFY THAT THIS IS A TRUE AND
 CORRECT COPY AS SAME APPEARS OF RECORD
 IN MY CUSTODY.

Witness my hand and seal of office on 3-8-2012

NANCY E RISTER, COUNTY CLERK
 WILLIAMSON COUNTY, TEXAS

By [Signature] Deputy

CERTIFIED TO BE A TRUE AND
 CORRECT COPY



NANCY E. RISTER, County Clerk
 Williamson County

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