

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

WHEREAS, KEVIN MARK HILL and ANGELA R. HILL, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain pieces, parcels or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-B", which are attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 12), and a waterline easement/electric utility interest in and to the tract of land described in Exhibit "B" (parcel 12E), whether through contract and conveyance or through eminent domain proceedings (the "Property"); and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the RM 2338 roadway improvements and related utility relocation activities (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of NINETEEN THOUSAND SIX HUNDRED AND 00/100 Dollars (\$19,600.00), which amount represents the portion of the approved value that is the estimated cost for relocation/reconfiguration of the existing OSSF system from the property proposed to be acquired to the remaining property of Seller, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-B".

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-B", and any other real property situated on Exhibits "A-B" or on the remainder property adjacent to Exhibits "A-B" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.

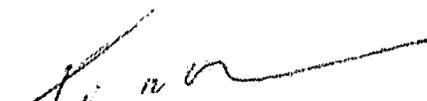
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of full execution of this agreement by all parties.
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that it will not take possession of the Property for the purposes set out in this Agreement prior to February 8th, 2010. GRANTOR shall fully vacate the Property on or before February 8th, 2010, and prior to that date GRANTOR agrees that it shall diligently pursue the reconstruction, relocation or reconfiguration of any part of the existing OSSF system which is located within the property described in Exhibits "A-B" to within the remaining property of GRANTOR.
8. GRANTOR and GRANTEE further acknowledge that the parties have reached an agreement for GRANTOR to pay the total amount of \$51,294.00 as compensation for the property interests sought to be acquired herein, the acquisition of any improvements within or upon that Property, and for any damages to or reconfiguration of the remaining property of GRANTEE. Therefore, the parties further agree that upon completion of the reconstruction, relocation or reconfiguration of the existing OSSF system on the remaining property of GRANTEE and approval of the operation of that system by the appropriate governmental authorities, the parties shall diligently proceed toward completion of a real estate transaction for the sale of the Property and payment of the remaining purchase price as described herein.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

[signature page follows]

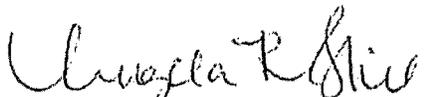
Executed this the 18th day of January, 2010.

GRANTOR:



Kevin Mark Hill

Address: 100 East Ridgewood Road
Georgetown, Tx 78633



Angela R. Hill

Address: 100 East Ridgewood Road
Georgetown, Tx 78633

GRANTEE:
WILLIAMSON COUNTY, TEXAS

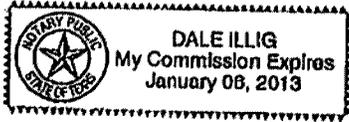


County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19th day of January, 2010 by Kevin Mark Hill and Angela R. Hill, in the capacity and for the purposes and consideration recited herein.



Dale Illig
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2010 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

EXHIBIT A

County: Williamson
Parcel No.: 12
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 12

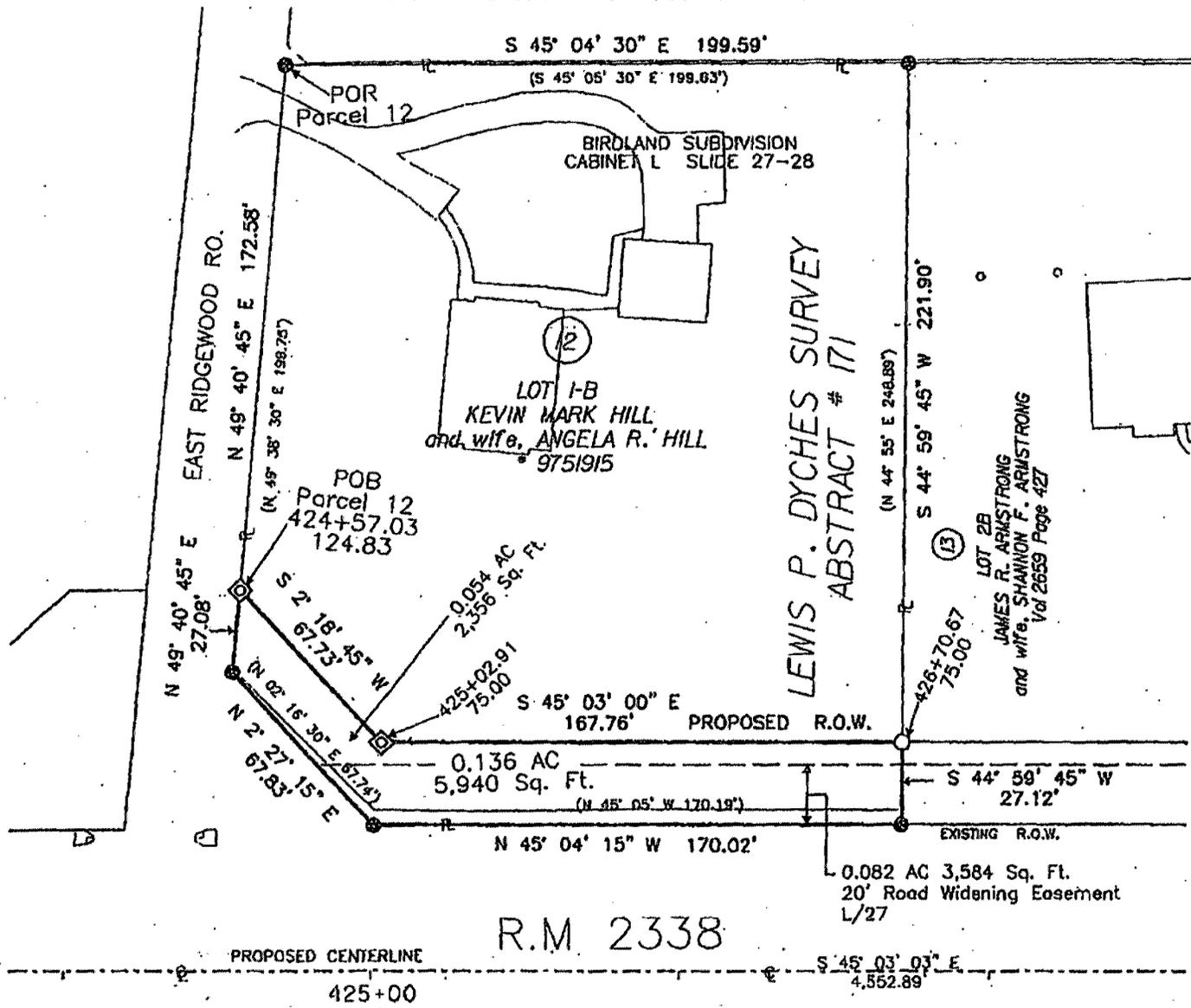
BEING 0.136 of an acre (5,940 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, being a portion of Lot 1B of Birdland Subdivision, a subdivision of record in Cabinet L, Slide 27, of the Plat Records of Williamson County, Texas, said Lot 1B having been conveyed to Kevin Mark Hill and wife, Angela R. Hill, by deed recorded in Document No. 9751915 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at the iron pin found on the Southeast line of East Ridgewood Road, marking the more northerly corner of the above-referenced Lot 1B;

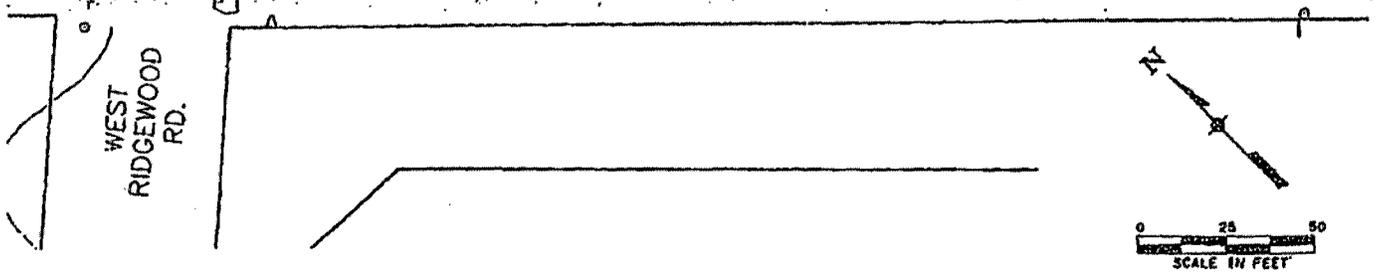
THENCE, along the said Southeast line of East Ridgewood Road, being the Northwest line of the said Lot 1B, S 49°40'45" W, 172.58 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the proposed Northeast line of Ranch to Market Highway No. 2338, 124.83 feet left of station 424+57.03, for the more northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 2°18'45" W, 67.73 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 2) And S 45°03'00" E, 167.76 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 1B, being the Northwest line of Lot 2B of the said Birdland Subdivision, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427 of the Official Records of Williamson County, Texas, for a more easterly corner hereof;
- 3) THENCE, S 44°59'45" W, 27.12 feet to an iron pin found on the existing Northeast line of RM 2338, for the most southerly corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, N 45°04'15" W, 170.02 feet to an iron pin found;

PLAT TO ACCOMPANY PARCEL DESCRIPTION



R.M. 2338



STEGER BIZZELL

Surveyors

1100 W. NORTH AVENUE SUITE 1000 DALLAS, TEXAS 75201
 214-761-1111 FAX 214-761-1112
 WWW.STEGERBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
 KEVIN MARK HILL
 and wife, ANGELA R HILL



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 12
 Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

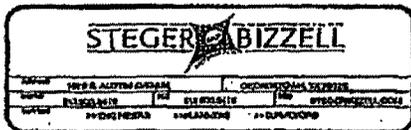
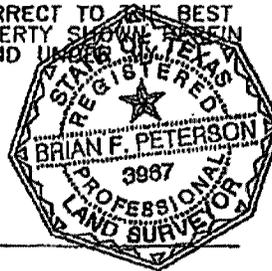
- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊗ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

NOTES:
 ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

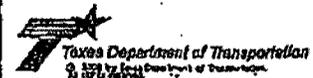
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
 3/12/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PARCEL PLAT SHOWING PROPERTY OF:
 KEVIN MARK HILL
 and wife, ANGELA R HILL



SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 12
 Plat 2 of 2

EXHIBIT "B"

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.108 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.108 ACRE (4,691 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 1B, BIRDLAND SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET L, SLIDES 27-28 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 1B, same being the northwest line of Lot 2B, said Birdland Subdivision, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way;

THENCE leaving said southeast line of Lot 1B and said northwest line of Lot 2B, crossing said Lot 1B, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. N45°03'03"W a distance of 167.76 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N02°18'49"E a distance of 67.73 feet to a point in the southeast right-of-way line of East Ridgewood Road, a 50-foot wide right-of-way according to the plat of North Lake Estates, a subdivision according to the plat of record in Cabinet H, Slides 354-370 of said Plat Records of Williamson County, Texas, same being the northwest line of said Lot 1B, and from which a 1/2-inch iron rod found for an angle point in said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, bears S49°40'42"W a distance of 23.47 feet;

THENCE with said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, N49°40'42"E a distance of 20.07 feet;

THENCE leaving said southeast right-of-way line of East Ridgewood Road and said northwest line of Lot 1B, crossing said Lot 1B with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338, the following three (3) courses and distances:

1. S40°19'18"E a distance of 7.73 feet,
2. S02°18'49"W a distance of 66.87 feet, and
3. S45°03'03"E a distance of 159.00 feet to a point in said southeast line of Lot 1B and said northwest line of Lot 2B;

THENCE with said southeast line of Lot 1B and said northwest line of Lot 2B, S44°59'50"W a distance of 20.00 feet to said POINT OF BEGINNING and containing 0.108 acre.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2009, A.D.

Half Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



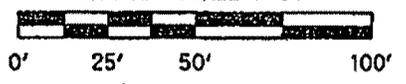
DH Clark 8/25/2009

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

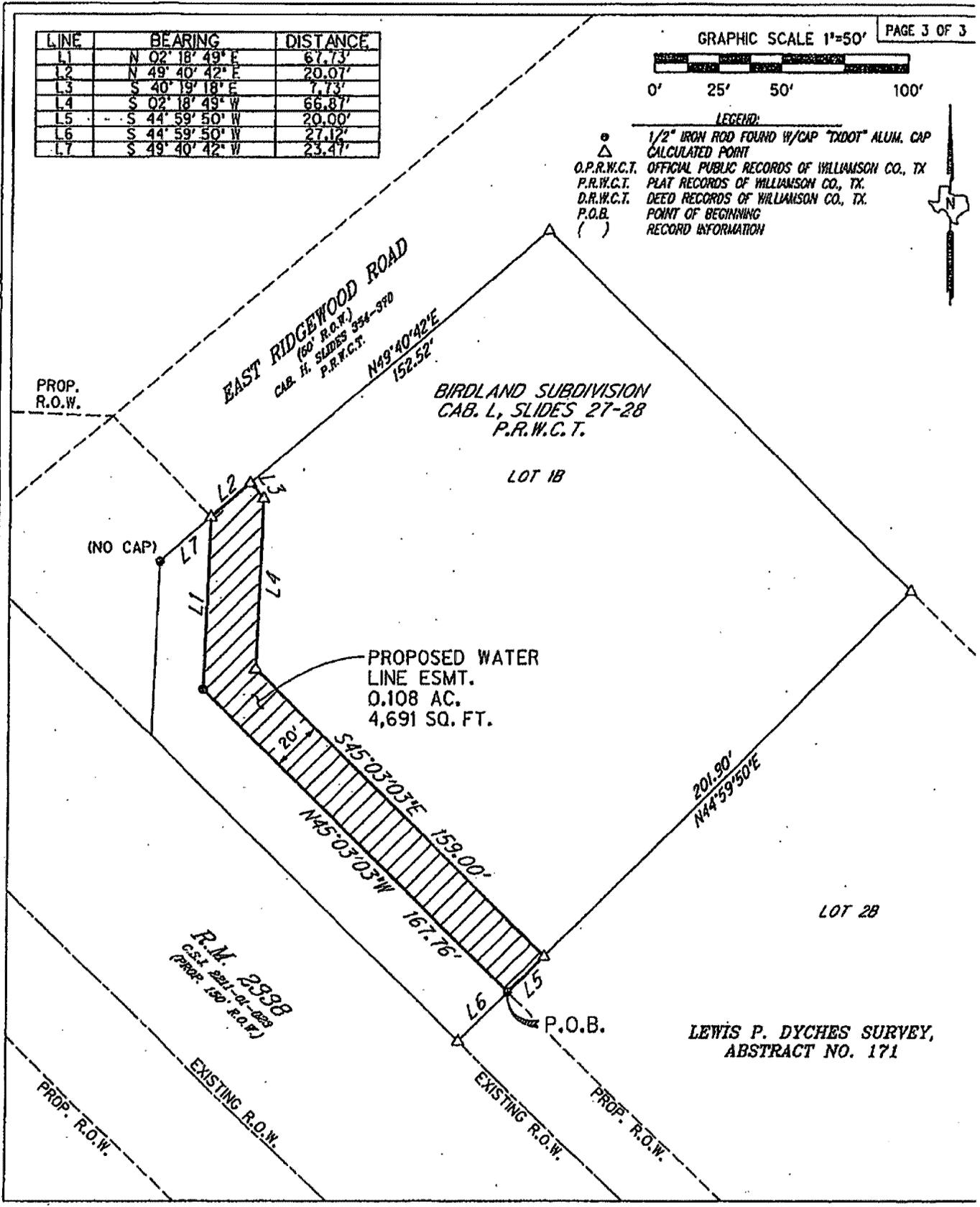
1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled S301-IS(12)-26424.dgn, dated August 25, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



LINE	BEARING	DISTANCE
L1	N 02° 18' 49" E	67.73'
L2	N 49° 40' 42" E	20.07'
L3	S 40° 19' 18" E	7.73'
L4	S 02° 18' 49" W	66.87'
L5	S 44° 59' 50" W	20.00'
L6	S 44° 59' 50" W	27.12'
L7	S 49° 40' 42" W	23.47'

LEGEND:
 ○ 1/2" IRON ROD FOUND W/CAP "TXDOT" ALUM. CAP
 △ CALCULATED POINT
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 P.O.B. POINT OF BEGINNING
 () RECORD INFORMATION



8/25/2009 1:57:13 PM 112HALFF 1\260009\26424\CAD\Survey\SS01-05112-26424.dwg 270_322200_8-9411.dwg

HALFF
 1030 WEST BRAMER LANE, SUITE 450
 AUSTIN, TEXAS 78739-3336
 TEL (512) 253-4104
 FAX (512) 253-8141

PARCEL 12 SKETCH TO ACCOMPANY DESCRIPTION			
HALFF AVO: 26424	DATE: 8/25/2009	ACCOMPANYING FILE NAME: SV-LD-P12-26424.doc	SKETCH BY: KKH

4,691 SQUARE FEET
 ~ 0.108 ACRE
 SITUATED IN THE
 LEWIS P. DYCHES SURVEY,
 ABSTRACT NO. 171
 WILLIAMSON COUNTY, TEXAS

EXHIBIT B

County: Williamson
Parcel No.: 12 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 12 (U) EASEMENT

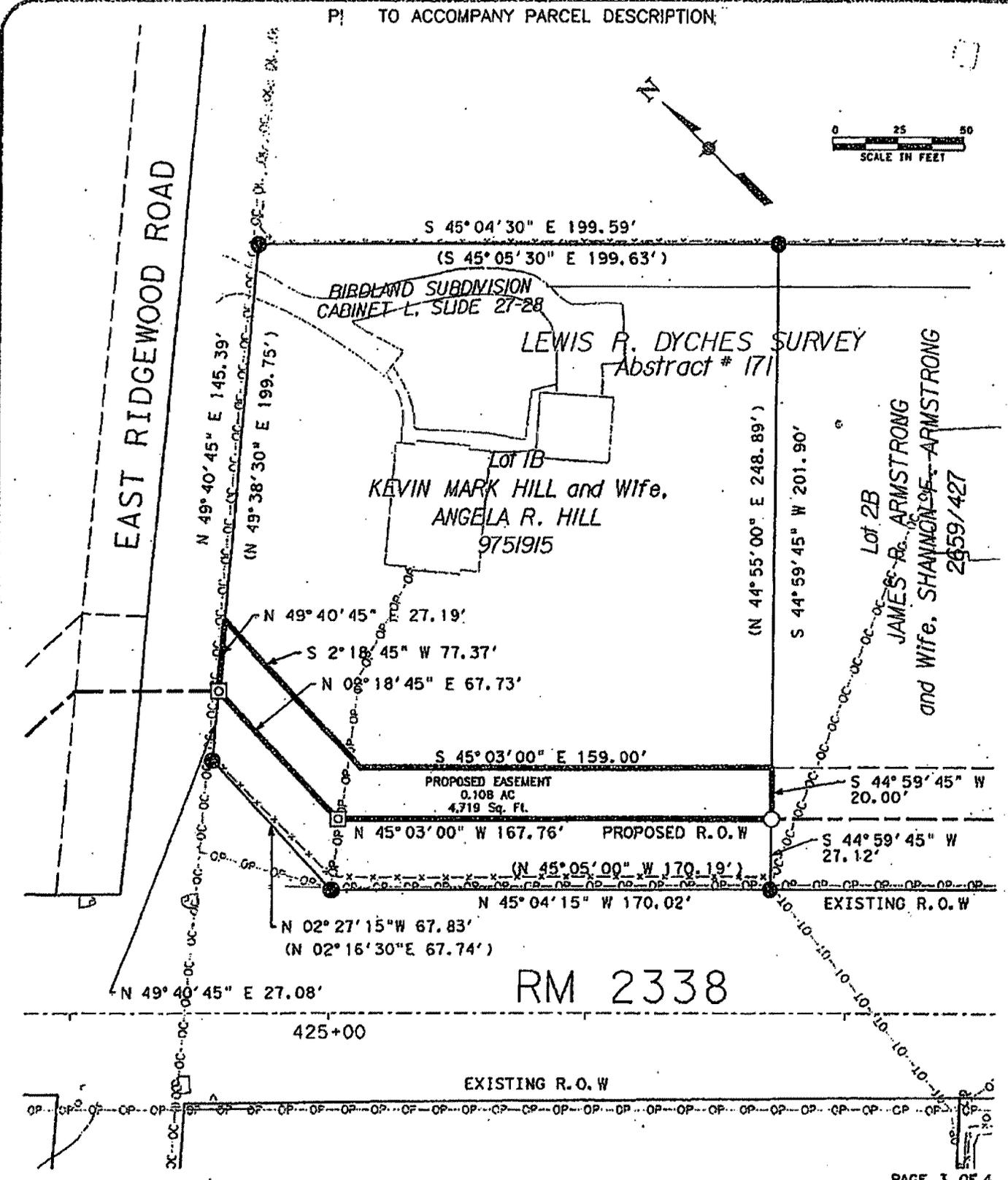
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Beginning for REFERENCE at the iron pin found on the Southeast line of East Ridgewood Road, marking the most northerly corner of the above-referenced Lot 1B;

THENCE, along the said Southeast line of East Ridgewood Road, being the Northwest line of the said Lot 1B, S 49°40'45" W, 145.39 feet to a point, for the more northerly corner and Point of BEGINNING hereof;

- 1) THENCE, S 2°18'45" W, 77.37 feet to a point;
- 2) And S 45°03'00" E, 159.00 feet to a point on the Southeast line of the said Lot 1B, being the Northwest line of Lot 2B of the said Birdland Subdivision, said Lot 2B having been conveyed to James R. Armstrong and wife, Shannon F. Armstrong, by deed recorded in Volume 2659, Page 427 of the Official Records of Williamson County, Texas, for a most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 1B being the Northwest line of the said Lot 2B, S 44°59'45" W, 20.00 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 4) THENCE, along the said proposed Northeast line of RM 2338, N 45°03'00" W, 167.76 feet to a TxDOT Type II Monument set;
- 5) And N 2°18'45" E, 67.73 feet to an TxDOT Type II Monument at the intersection of the said proposed Northeast line of RM 2338 and the said Southeast line of East Ridgewood Road, for a westerly corner hereof;

P: TO ACCOMPANY PARCEL DESCRIPTION



STEGERS BIZZELL

1371 E. BENTLEY BLVD
SALT LAKE CITY, UT 84119
PHONE: 801-487-1113 FAX: 801-487-1114
WWW.STEGERSBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
KEVIN MARK HILL
and wife, ANGELA R. HILL

SCALE: 1" = 50'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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WILLIAMSON COUNTY

PARCEL: 12(U)
PLAT 1 OF 2

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊖ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
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[Signature]
4/23/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



STEGERY BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
KEVIN MARK HILL
and wife, ANGELA R. HILL



SCALE: 1" = 50'	CSJ: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 12(U) PLAT 2 OF 2
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