

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **Joseph Everett Sybert, Jr.**, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the property interests described as follows:

Waterline and electric easement interest in and to all of that certain 1.107 acre (48,217 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas; said 1.107 acre tract of land is further described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 128E); and

Temporary construction easement interest in and across all of that certain 1.642 acre (71,531 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas; said 1.642 acre tract of land is further described and shown on the sketch which accompanies Exhibit "A", attached hereto and incorporated herein (Parcel 128TCE)

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the permanent waterline/electric easement, and temporary construction easement rights to be conveyed shall be the sum of ONE HUNDRED THOUSAND NINE HUNDRED THIRTY EIGHT and 00/100 Dollars (\$100,938.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before June 28, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged waterline/temporary construction easement conveying such interests to Chisholm Trail Special Utility District to all of the Property described in Exhibit "A", and a duly executed and acknowledged electric easement conveying such interest to Pedernales Electric Cooperative, Inc. to all of the property described in Exhibit "A", both free and clear of (or made subordinate to) any and all liens and restrictions, except for the following:

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

The waterline easement shall be in the form as show in Exhibit "B" attached hereto. The electric easement shall be in the form as shown in Exhibit "C" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's designated interest in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County

SELLER:

Joseph Everett Sybert Jr.
Joseph Everett Sybert, Jr.

Address: 412 Northwood Dr.
Georgetown, Texas 78628

Date: June 1, 2010

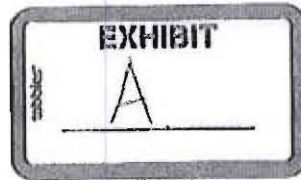
PURCHASER:

County of Williamson

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

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

Date: 6-17-10



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

1.107 ACRE OF LAND SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 1.107 ACRE (48,217 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 50.74 ACRES TRACT DESCRIBED AS TRACT B IN A GIFT DEED TO JOSEPH EVERETT SYBERT, JR. AND RECORDED IN VOLUME 1187, PAGE 565 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the south line of said 50.74 acres tract, for the northwest corner of Lot 1, Vogler Subdivision, a subdivision according to the plat of record in Cabinet P, Slides 171-173, same being the north corner of Lot 10 and the northeast corner of Lot 9, both of Block D, Villages of Berry Creek - Section 2A, a subdivision according to the plat of record in Cabinet AA, Slides 287-288, Plat Records of Williamson County, Texas;

THENCE with said south line of the 50.74 acres tract, same being the north line of said Lot 1, Vogler Subdivision, N68°47'15"E a distance of 287.02 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the POINT OF BEGINNING of the tract described herein;

THENCE leaving said south line of the 50.74 acres tract and said north line of Lot 1, Vogler Subdivision, crossing said 50.74 acres tract the following five (5) courses and distances:

1. N32°55'59"W a distance of 607.89 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
2. N34°07'20"W a distance of 633.80 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
3. N32°44'26"W a distance of 1109.97 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
4. N77°57'53"W a distance of 34.86 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
5. N32°57'53"W a distance of 12.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the north line of said 50.74 acres tract, same being the south line of Lot 1, Block E, Berry Creek Section Five Phase One, a subdivision according to the plat of record in Cabinet Z, Slides 235-238, said Plat Records of Williamson County, Texas;

THENCE with said north line of the 50.74 acres tract and said south line of Lot 1, Block E, Berry Creek Section Five Phase One, N68°17'03"E a distance of 45.65 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of the proposed west right-of-way line of State Highway No. 195, a varying width right-of-way, and said north line of the 50.74 acres tract and said south line of Lot 1, Block E, Berry Creek Section Five Phase One;

THENCE leaving said north line of the 50.74 acres tract and said south line of Lot 1, crossing said 50.74 acres tract, with said proposed west right-of-way line of SH 195, the following three (3) courses and distances:

1. with said proposed west right-of-way line of SH195, S32°44'26"E a distance of 1137.70 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found,
2. continuing with said proposed west right-of-way line of SH195, S34°07'20"E a distance of 633.77 feet to a TxDOT Type II Concrete Monument with brass disk found, and
3. continuing with said proposed west right-of-way line of SH195, S32°55'59"E a distance of 612.25 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found in said south line of the 50.74 acres tract and said north line of Lot 1, Vogler Subdivision;

THENCE with said south line of the 50.74 acres tract and said north line of Lot 1, Vogler Subdivision, S68°47'15"W a distance of 20.43 feet to said POINT OF BEGINNING and containing 1.107 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 February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 12th day of April 2010, A.D.

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



 4/12/2010
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 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-128-26903.dgn, dated April 12, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

LINE	BEARING	DISTANCE
L5	S 68° 47' 15" W	20.43'

MATCHLINE SHEET 4
SHEET 3

LEGEND:

- FOUND TXDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 'HALFF ESMT' CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- HTS NOT TO SCALE

PROPOSED ESMT.
48,217 SQ. FT.
1,107 AC.

W. ROBERTS SURVEY, A-524

42.74 ACRE REMAINDER
OF A CALLED 50.74 ACRES
(TRACT B)
JOSEPH E. SYBERT, JR.
VOL. 1187, PAGE 565
O.R.W.C.T.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
71,531 SQ. FT.
1,642 AC.

VILLAGES OF BERRY CREEK
SECTION 2A
CAB. AA, SLIDE 207
P.R.W.C.T.

LOT 9
BLOCK D
LOT 10
P.O.C.
287.02'
N68° 47' 15" E

LOT 1
VOGLER SUBDIVISION
CAB. P, SLIDE 171
P.R.W.C.T.

JOHN BERRY SURVEY, A-51

N34° 07' 20" W 633.80'
N32° 55' 59" W 607.89'
S34° 07' 20" E 633.77'
S32° 55' 59" E 612.25'

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

5/8" IRON ROD
W/TXDOT CAP

APPROX. SURVEY LINE

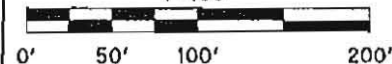
STATE OF TEXAS
CALLED 12.390 ACRES
VOL. 6, PG. 367
CIVIL MINUTES WILLIAMSON COUNTY, TX

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

S.H. 195
1100' R.O.W.
CSJ 0410-02-001
CSJ 0410-02-012

GRAPHIC SCALE
1"=100'



HALFF

4000 WEST BRANER LANE, SUITE 450
ALUSTIN, TEXAS 76169-0558
TEL (817) 252-8164
FAX (817) 252-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 128

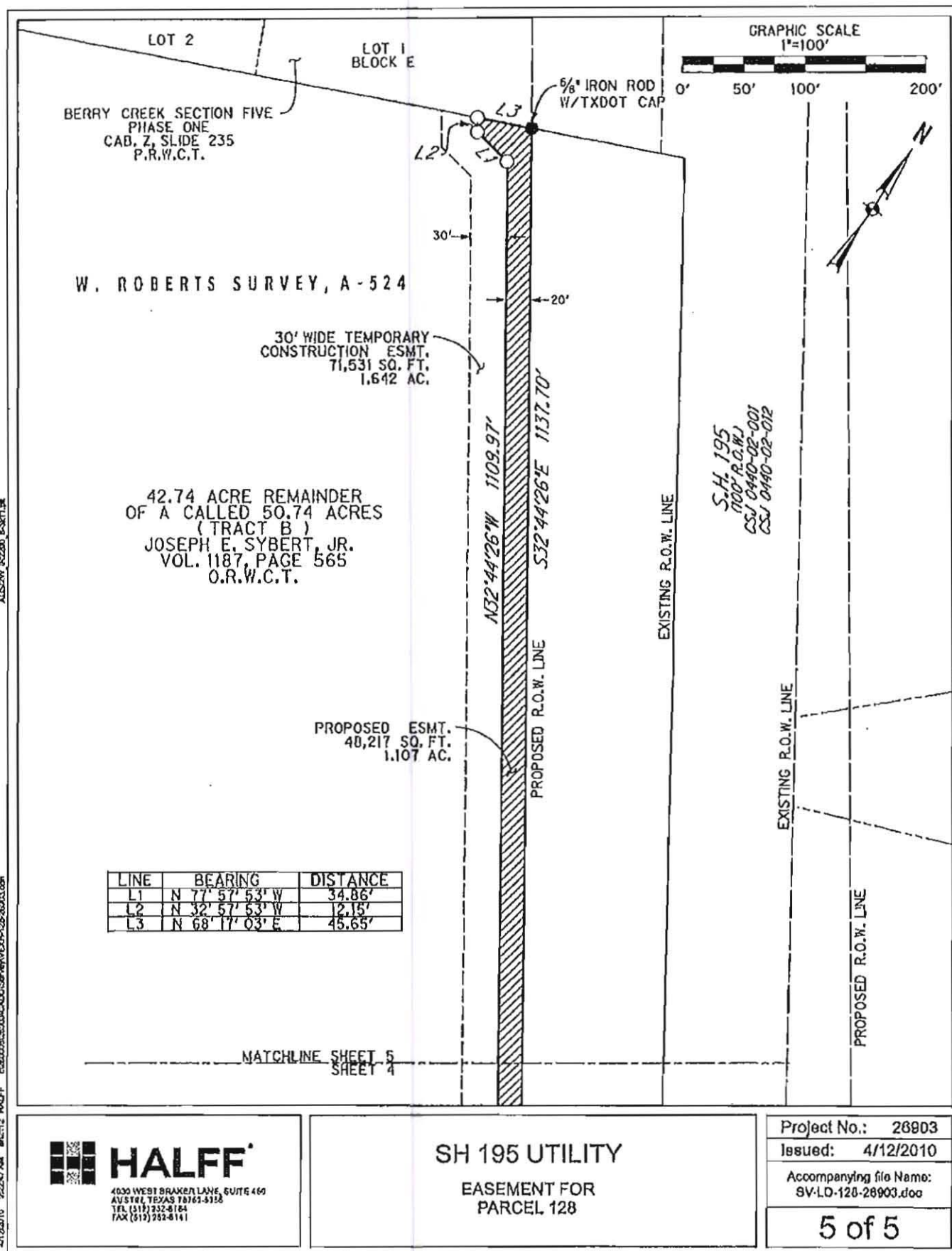
Project No.: 28903

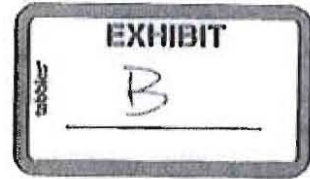
Issued: 4/12/2010

Accompanying file Name:
SV-LD-128-20903.doc

3 of 5

4 of 5





WATER LINE EASEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

DATE: JUNE 1, 2010

GRANTOR: Joseph Everett Sybert, Jr.

GRANTOR'S MAILING ADDRESS: 412 NORTHWOOD DR
GEORGETOWN, TX 78628

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

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

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate one year after Grantee has completed initial construction of the initial authorized improvements in the Water Line Easement.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 1.107 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 128WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 1.642 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or

maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement Tract and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

Additional Conditions:

1. The Consideration herein paid does not include damages, if any, to Grantor's remainder property caused by Grantee during the initial project or caused by Grantee in connection with replacing, maintaining, repairing, or upgrading the Project in the future.

2. Grantee shall keep closed all gates that it uses for ingress or egress while working on Grantor's property. Grantee shall lock all such all gates at the end of each workday.

IN WITNESS WHEREOF, the GRANTOR has executed this 1st day
of June, 2010.

GRANTOR:

Joseph Everett Sybert Jr.
Joseph Everett Sybert, Jr.

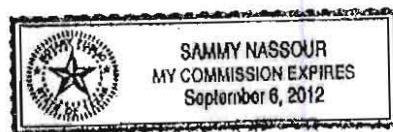
Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the 1st day of June,
2010, by Joseph Everett Sybert, Jr., in the capacity and for the purposes and consideration recited
herein.

(Seal and Expiration)

Sammy Nassour
Notary Public, State of Texas



After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727



ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

J.S. THAT JOSEPH EVERETT SYBERT, JR., Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas ("Grantee"), have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, ~~telecommunications wire~~, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All of that certain 1.107 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A and titled "Proposed Esmt.", said exhibit being incorporated herein by reference for all purposes (Parcel 128EE).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

J.S. ~~Grantor shall unlock or cause to be unlocked any gate(s) that Grantee may need for this easement, and to the extent possible, Grantee shall lock or cause to be locked any gate(s) that may have been opened at the end of each work day. Grantee shall keep any gate(s) closed when entering and exiting Grantor's property.~~

It is acknowledged by Grantee that the consideration herein paid does not include any damages to Grantor's property caused by Grantee during the initial relocation project or in connection with replacing, maintaining, repairing, or upgrading the project in the future; and as such, if damages occur to Grantor's property arising from Grantee's use of the easement, Grantee shall, within a reasonable time, restore the surface of the property to substantially the same condition as existed prior to such work taking into consideration the nature of the work performed; provided, however, nothing herein shall be deemed to require the Grantee to replace any trees, any other vegetation, or other obstructions that may have been cleared in connection with such work.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

WITNESS our hands this 15th day of JUNE, 2010.

[signature page follows]

GRANTOR:

Joseph Everett Sybert Jr.
Joseph Everett Sybert, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

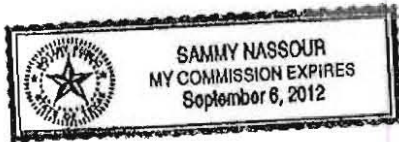
§

COUNTY OF Tarrant

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This instrument was acknowledged before me on this the 1st day of June, 2010 by Joseph Everett Sybert, Jr., in the capacity and for the purposes and consideration recited therein.



Sh
Notary Public, State of Texas

After recording return to: