

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ALL-WRIGHT INVESTMENTS LLC and SHELL-HWY. 195, LLC, (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 tract(s) of land described as follows:

Waterline easement and electric easement interest in and to all of that certain 0.324 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 113E); and

Electric easement interest in and to all of that certain 0.087 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 113EE); and

Electric easement interest in and to all of that certain 0.189 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 113EE)

for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property interests conveyed herein easement interests shall be the sum of FIFTY TWO THOUSAND THREE HUNDRED EIGHTEEN and 00/100 Dollars (\$52,318.00).

Payment of Purchase Price

2.04. 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 received not notice that Seller has failed to comply with any applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;
- (3) "AS IS". PURCHASER HAS EXAMINED THE PROPERTY TO PURCHASER'S COMPLETE SATISFACTION AND KNOWS ITS CONDITION. IN PURCHASING THE PROPERTY, PURCHASER RELIES ONLY ON PURCHASER'S EXAMINATION AND JUDGMENT, NOT ON THE REPRESENTATION OF ANY OTHER PERSON AS TO VALUE, FUTURE VALUE, CONDITION, SIZE, AGE, USE OR ANY OTHER MATTER. PURCHASER ACKNOWLEDGES THAT IN SELLING THE PROPERTY, SELLER MAKES NO WARRANTIES OTHER THAN TITLE OR AS OTHERWISE MAY BE SET FORTH SPECIFICALLY IN THIS CONTRACT, AND SELLS THE PROPERTY AS IS, WITH ALL FAULTS. THIS CONTRACT IS THE ENTIRE AND ONLY AGREEMENT BETWEEN PURCHASER AND SELLER, AND INCORPORATES ALL OTHER WRITTEN, VERBAL, EXPRESS AND IMPLIED AGREEMENTS MADE BETWEEN ANY PARTY OR ANY AGENT OF ANY PARTY OF THIS CONTRACT IN CONNECTION WITH THIS TRANSACTION. IF ANY PROVISIONS IN THIS CONTRACT CONFLICT WITH ANY PROVISIONS IN ANY OTHER INSTRUMENT, THOSE IN THIS CONTRACT SHALL CONTROL. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

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 Merlin Lester on or before July 30, 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 Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such property rights in and across all of the Property described in Exhibit "A", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such property rights in and across all of the Property described in Exhibits "A-C", free and clear of 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 shown in Exhibit "D" attached hereto. The Electric Easement shall be in the form as shown in Exhibit "E" attached hereto.

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" 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 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, as Purchaser's sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the amount of \$500 from Purchaser, 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.

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.

[signature page follows]

SELLER:

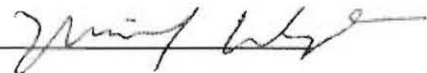
Shell-Hwy 195, LLC

By: 
Michael Wright, Manager

Address: 137 Canyon Oak Loop
Georgetown, TX 78633

Date: 6-28-10

All-Wright Investments LLC

By: 
Its: Manager

Address: 137 Canyon Oak Loop
Georgetown Tx 78633

Date: 6-28-10

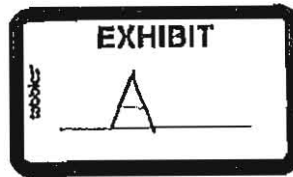
PURCHASER:

County of Williamson

By: 
Dan A. Gattis, County Judge

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

Date: 7-15-2010



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

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

LEGAL DESCRIPTION

DESCRIPTION OF A 0.324 ACRE (14,131 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 5.90 ACRES TRACT AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED TO SHBL HWY 195, LLC AND RECORDED IN DOCUMENT NO. 2010016401 OF THE OFFICIAL PUBLIC 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 existing south line of a called 326 acres tract as described in a Contribution Deed to HB 3 Properties, Ltd. and recorded in Document No. 2007053001 of said Official Public Records of Williamson County, Texas, for the northwest corner of said 5.90 acres tract;

THENCE with said south line of the 326 acres tract and said north line of the 5.90 acres tract, N68°46'25"E a distance of 37.03 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;

CONTINUING with said south line of the 326 acres tract and said north line of the 5.90 acres tract, N68°46'25"E a distance of 35.74 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found in the southwest right-of-way line of State Highway No. 195, a varying width right-of-way, for the northwest corner of a called 3.687 acres tract as described in a Special Warranty Deed to Williamson County, Texas and the State of Texas and recorded in Document No. 2010016408 of said Official Public Records of Williamson County, Texas;

THENCE leaving said south line of the 326 acres tract and said north line of the 5.90 acres tract, crossing said 5.90 acres tract, with said southwest right-of-way line of SH195, same being the southwest line of said 3.687 acres tract, the following three (3) courses and distances:

1. S54°09'23"E a distance of 341.68 feet to a Texas Department of Transportation (TXDOT) Type II Concrete Monument with brass disk found for an angle point,
2. S12°26'38"E a distance of 116.91 feet to a TXDOT Type II Concrete Monument with brass disk found for an angle point, and
3. S34°14'34"W a distance of 41.23 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found in said southwest right-of-way line of SH195 and said southwest line of the 3.687 acres tract, for an angle point in the west line of said 5.90 acres tract, bears S34°14'34"W a distance of 251.84 feet;

THENCE leaving said southwest right-of-way line of SH195 and said southwest line of the 3.687 acres tract, crossing said 5.90 acres tract the following two (2) courses and distances:

1. N12°26'38"W a distance of 133.76 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set for an angle point, and
2. N54°09'23"W a distance of 349.68 feet to said POINT OF BEGINNING and containing 0.324 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

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 May 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of June 2010, A.D.

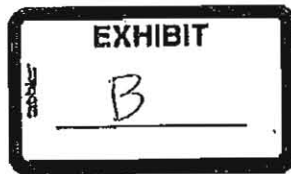
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Signature] 6/16/2010
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-113A-26903.dgn, dated June 16, 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.



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

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

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LEGAL DESCRIPTION

DESCRIPTION OF A 0.087 ACRE (3,806 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 5.90 ACRES TRACT AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED TO SHELL HWY 195, LLC AND RECORDED IN DOCUMENT NO. 2010016401 OF THE OFFICIAL PUBLIC 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 existing south line of a called 326 acres tract as described in a Contribution Deed to HB 3 Properties, Ltd. and recorded in Document No. 2007053001 of said Official Public Records of Williamson County, Texas, for the northwest corner of said 5.90 acres tract;

THENCE leaving said south line of the 326 acres tract, with the west line of said 5.90 acres tract, S21°08'50"E a distance of 550.24 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 west line of the 5.90 acres tract, crossing said 5.90 acres tract the following two (2) courses and distances:

1. N34°14'34"E a distance of 255.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. S12°26'38"E a distance of 20.62 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the west right-of-way line of State Highway No. 195, a varying width right-of-way, same being the west line of a called 3.687 acres tract described in a Special Warranty Deed to Williamson County, Texas and the State of Texas and recorded in Document No. 2010016408 of said Official Public Records of Williamson County, Texas;

CONTINUING across said 5.90 acres tract, with said west right-of-way line of SH195 and said west line of the 3.687 acres tract, S34°14'34"W, passing at a distance of 80.13 feet a Texas Department of Transportation (TXDOT) Type II Concrete Monument with brass disk found, continuing in all a distance of 251.86 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found for an angle point in said west line of the 5.90 acres tract;

THENCE leaving said west right-of-way line of SH195 and said west line of the 3.687 acres tract, with said west line of the 5.90 acres tract, N21°08'50"W a distance of 18.23 feet to said POINT OF BEGINNING and containing 0.087 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 May 2010.

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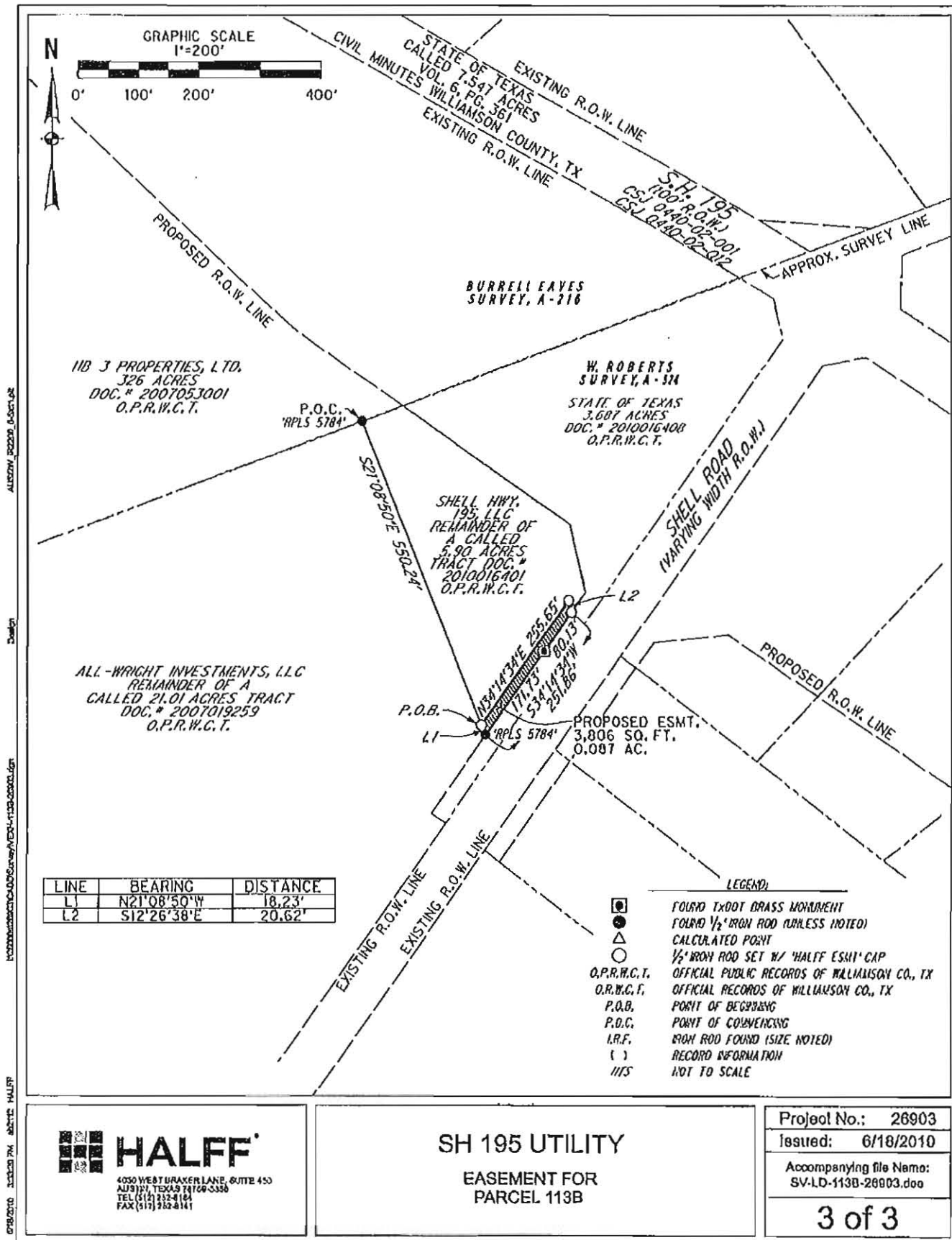
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




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

ADDITIONAL NOTES:

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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-113B-26903.dgn, dated June 16, 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.





STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

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

LEGAL DESCRIPTION

DESCRIPTION OF A 0.189 ACRE (8,222 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 21.01 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO ALL-WRIGHT INVESTMENTS LLC AND RECORDED IN DOCUMENT NO. 2007019259 OF THE OFFICIAL PUBLIC 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 existing south line of a called 326 acres tract as described in a Contribution Deed to HB 3 Properties, Ltd. and recorded in Document No. 2007053001 of said Official Public Records of Williamson County, Texas, same being the north line of said 21.01 acres tract, for the northwest corner of a called 5.90 acres tract as described in a Correction Special Warranty Deed to Shell-Hwy. 195, LLC and recorded in Document No. 2010016401 of said Official Public Records of Williamson County, Texas;

THENCE leaving said south line of the 326 acres tract and said north line of the 21.01 acres tract, crossing said 21.01 acres tract with the west line of said 5.90 acres tract, S21°08'50"E a distance of 550.19 feet to a 1/2-inch iron rod with plastic cap stamped "HALF ESMT" set for the POINT OF BEGINNING of the tract described herein;

CONTINUING across said 21.01 acres tract, with said west line of the 5.90 acres tract, S21°08'50"E a distance of 18.23 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found in the west right-of-way line of State Highway No. 195, a varying width right-of-way, same being the west line of a called 3.687 acres tract as described in a Special Warranty Deed to Williamson County, Texas and the State of Texas and recorded in Document No. 2010016408 of said Official Public Records of Williamson County, Texas, for an angle point in said west line of the 5.90 acres tract;

CONTINUING across said 21.01 acres tract, with said west line of the 5.90 acres tract, said west right-of-way line of SH195, and said west line of the 3.687 acres tract, the following two (2) courses and distances;

1. S34°14'34"W a distance of 160.23 feet to a Texas Department of Transportation (TXDOT) Type II Concrete Monument with brass disk found for an angle point, and
2. S56°02'27"E a distance of 29.06 feet to a TxDOT Type II Concrete Monument with brass disk found in the northwest right-of-way line of Shell Road, a varying width right-of-way, same being the southeast line of said 21.01 acres tract;

THENCE with said northwest right-of-way line of Shell Road and said southeast line of the 21.01 acres tract, S34°09'05"W a distance of 130.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF ESMT" set;

THENCE leaving said northwest right-of-way line of Shell Road and said southeast line of the 21.01 acres tract, crossing said 21.01 acres tract the following two (2) courses and distances:

1. N56°02'27"W a distance of 44.26 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. N34°14'34"E a distance of 300.65 feet to said POINT OF BEGINNING and containing 0.189 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

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 May 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of June 2010, A.D.

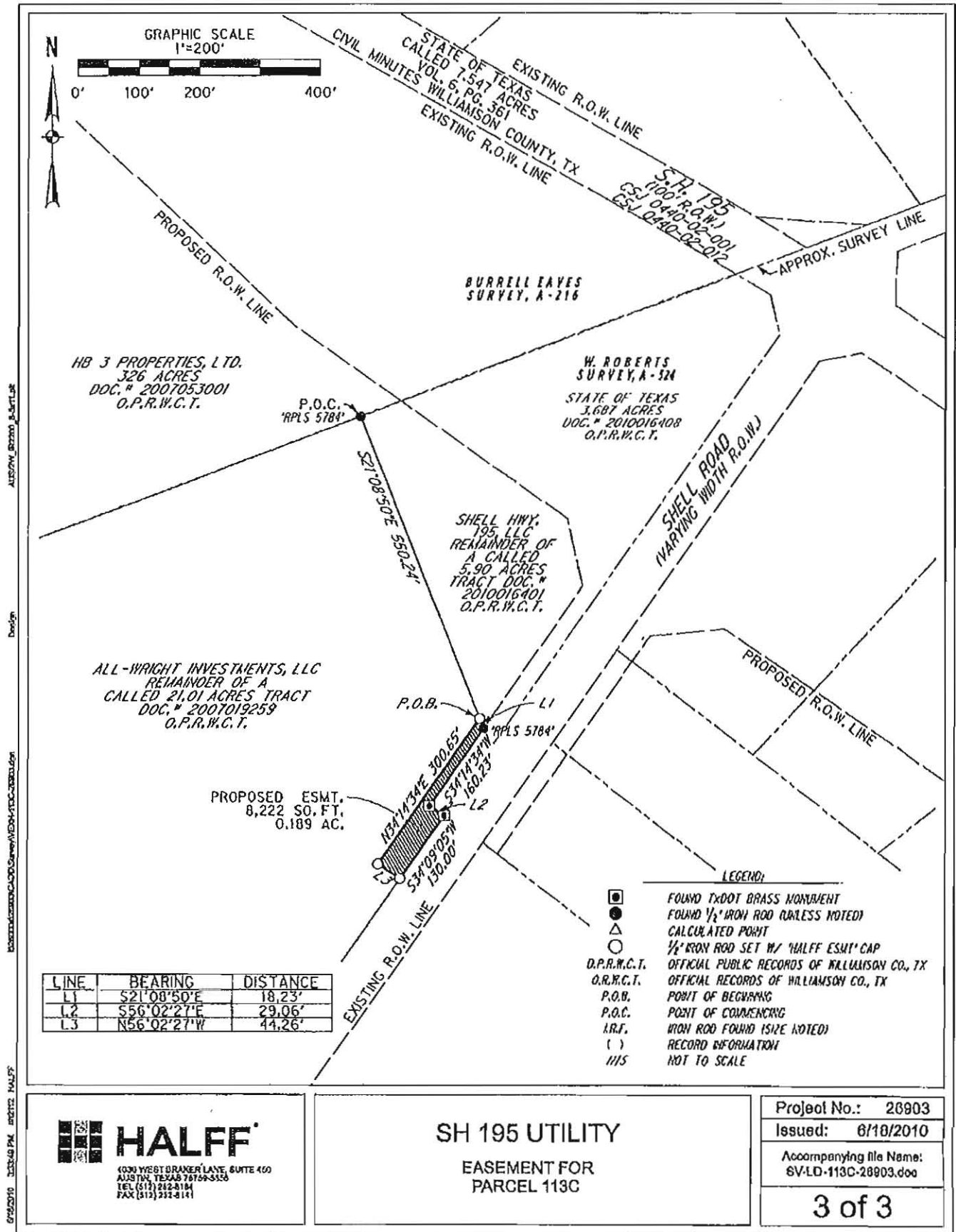
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

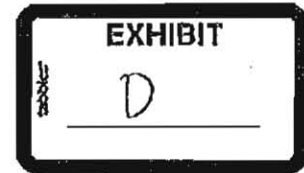



Dan H. Clark
Registered Professional Land Surveyor
No. 6011 - State of Texas

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 VEXII-113C-26903.dgn, dated June 16, 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.





WATER LINE EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2010

GRANTOR: SHELL-HWY195, LLC

GRANTOR'S MAILING ADDRESS: _____

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.

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 0.324 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 113WE).

PROJECT: A single water line and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities.

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, no other subsurface utilities except those 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.

Habendum: To HAVE AND HOLD the Water Line Easement 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 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 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.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010.

GRANTOR:

Shell-Hwy 195, LLC

By: _____

Its: _____

Acknowledgement

STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by _____, in the capacity and for the purposes and consideration
recited herein.

(Seal and Expiration)

Notary Public, State of Texas

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

EXHIBIT

E

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

THAT SHELL-HWY 195, LLC, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, 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, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.324 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 113A-EE); and

All of that certain 0.087 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 113B-EE)

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 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.

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.

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

Shell-Hwy 195, LLC

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT ALL-WRIGHT INVESTMENTS, LLC, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, 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, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.189 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 113C-EE); and

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 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.

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.

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

All-Wright Investments, LLC

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to: