

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

July 21, 2010

Gary Newman
Waterstone Development
3310 Capital of Texas Highway
Suite 200
Austin, Texas 78746

Re: RM2338 expansion project
Somerset Hills Ltd (parcel 6)—fence relocation reimbursement

Dear Mr. Newman:

Please allow this letter to set out my understanding regarding the responsibility for the cost of the relocation of fencing to the new right of way line along the RM 2338 project in the locations where Somerset Hills, Ltd. has previously provided right of way for the project.

In return for the previous donation of approximately 4.56 acres of right of way by deed recorded in Document No. 2010033821, the County will pay for the cost to relocate any existing fencing to the new right of way line of Somerset's remaining property.

The County has agreed to pay the amount of \$4,804.40 for the fencing relocation/reconstruction work (Parts 1 & 2) along the new boundary line as supported by the bid estimate from Lott Fence Company attached hereto as Exhibit "A" and incorporated herein.

If this meets with your understanding please have the appropriate person execute this letter on behalf of Somerset Hills, and we will have this executed by the judge and process this for payment as quickly as possible.

Please feel free to contact Charlie Crossfield or myself if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

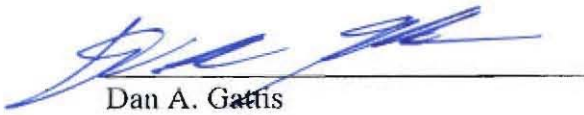
AGREED:

SOMERSET HILLS, LTD.
a Texas limited partnership

By: Gary L Newman

Its: Gen. Mgr.

WILLIAMSON COUNTY, TEXAS



Dan A. Gattis
County Judge

I



LOTT FENCE

P.O. Box 1597 • Round Rock, Texas 78680
(512) 763-8080 • FAX (512) 763-8585
www.LottFence.com

Date 7-23-10

Name Somerset Hills

Erected At ± 8000 Williams Dr. (RM2338)

Bill To _____ City _____ State/Zip _____

This contract is made with the understanding and agreement that the Purchaser will locate and make plainly visible all property pins or place stakes for all end, corner and gate posts for the erection or repair of the fence. The Purchaser also assumes full responsibility for same thus Lott Fence is relieved of all liability for placement of fence. The lines for the erection or repair of the fence will be cleared by the Purchaser. Lott Fence is not responsible for any damages to underground installations such as sprinklers, waterlines, cables, sewers, wiring, pipes, tubing, conduits, drains, or such unless location of said installations are plainly marked off above ground as to their exact location. Fencing and especially wood fences are not free from knots, splits, wane, spikes, checking, warps, stains, gouges, chert, spots, cracks, and other imperfections. A fence is not a substitute for landscaping. In reference to fence line grade, uneven terrain will have more grade breaks while flatter surfaces will have fewer grade changes. Ground is never "bubble level" or "straight" in dealing with fence line grade. The bottoms of fences sometimes have ground contact in areas, and fence bottoms often have gaps in other locations due to grade. Lott Fence is never responsible for closing gaps at the bottom of a fence or a gate. All information printed here is accepted by the Purchaser.

851' FT. 52" HIGH Five Strand Barbed Wire FENCE @ 2.90 FT. \$ 2467.90
Four point 125 gauge barbed wire steel clipped approx. 10' apart.
SINGLE WALK GATE(S) @ EA. \$

DOUBLE DRIVE GATE(S) @ EA. \$
Top 1.5" x 8" x 10' long rounded 11" strength • Min 5" x 8" Round 417 Pressure Treated Yellow Pine Set for 4 Braces
Posts 12' O.C. or less centers • 4" O.D. 100' or less intervals for strength posts
FT. FT. HIGH CHAIN LINK FENCE GAUGE FABRIC @ FT. \$

LINEPOST SIZE (O.D. X LENGTH) x GAUGE
TOP RAIL SIZE (O.D. X LENGTH) 1 5/8" x 17' GAUGE 20 wt. For 4 Brace Horizontals
TERMINALS (O.D. X LENGTH) x GAUGE @ EA. \$

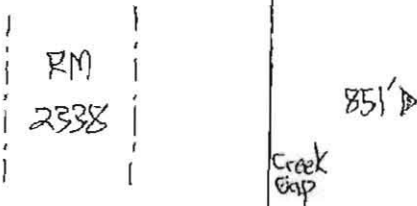
GATE(S) FRAME SIZE OPENING HIGH @ EA. \$
GATE(S) FRAME SIZE OPENING HIGH @ EA. \$

DETAILS: 8"-11" Braces w/ above spec. 5" barbed wire cable @ 7.750 EA. \$ 620.00
DETAILS: 8' outs in 125 gauge. @ PR. \$
DETAILS: Existing panel creek gap will be moved to ROW @ PR. \$
DETAILS: Joe Board will remove existing old fence @ PR. \$

▲ = DENOTES FINISH SIDE

DIAGRAM

TOTAL CONTRACT \$ 3087.90



TERMS: Payment of total balance is due immediately upon completion of job.
MECHANICS LIEN: All materials supplied shall remain the property of Lott Fence until all sums due are paid in full.

Accepted By Purchaser _____

Home # _____ Work # _____

Fax # _____ Other # 751-3337

D. Prancer
LOTT FENCE

ATTN: Gary Newman
CONTRACT

LOTT FENCE

P.O. Box 1597 • Round Rock, Texas 78680
(512) 763-8080 • FAX (512) 763-8585
www.LottFence.com

Date 7-23-10

(R112538)

Name Somerset Hills

Erected At ±7200 Williams Dr.

Bill To _____ City _____ State/Zip _____

This contract is made with the understanding and agreement that the Purchaser will locate and make plainly visible all property pins or place stakes for all end, corner and gate posts for the erection or repair of the fence. The Purchaser also assumes full responsibility for same thus Lott Fence is relieved of all liability for placement of fence. The lines for the erection or repair of the fence will be cleared by the Purchaser. Lott Fence is not responsible for any damages to underground installations such as sprinklers, waterlines, cables, sewers, wiring, pipes, tubing, conduits, drains, or such unless location of said installations are plainly marked off above ground as to their exact location. Fencing and especially wood fences are not free from knots, splits, wane, spikes, checking, warps, stains, gouges, char, spots, cracks, and other imperfections. A fence is not a substitute for landscaping. In reference to fence line grade, uneven terrain will have more grade breaks while flatter surfaces will have fewer grade changes. Ground is never "bubble level" or "straight" in dealing with fence line grade. The bottoms of fences sometimes have ground contact in areas, and fence bottoms often have gaps in other locations due to grade. Lott Fence is never responsible for closing gaps at the bottom of a fence or a gate. All information printed here is accepted by the Purchaser.

485' FT. 52" X HIGH Five Strand Barbed Wire FENCE 1406.50 FT. \$
Four point 125 gauge barbed wire steel clipped approx. 104 apart.

SINGLE WALK GATE(S) _____ EA. \$ _____

DOUBLE DRIVE GATE(S) _____ EA. \$ _____

1.5" x 6" x 100' rounded H-5 strength Min 5" x 8" Round 40 Pressure Treated Yellow Pine Set for H-Boxer
posts 12.0' or less centers POSTS 1.5" x 6" x 100' or less intervals for strength posts

FT. _____ FT. HIGH _____ CHAIN LINK FENCE _____ GAUGE FABRIC _____ FT. \$ _____

LINEPOST SIZE (O.D. X LENGTH) _____ X _____ GAUGE _____

TOP RAIL SIZE (O.D. X LENGTH) 1 5/8" x 17' GAUGE 20 wt. For H-Boxer Horizontals

TERMINALS (O.D. X LENGTH) _____ X _____ GAUGE _____ EA. \$ _____

GATE(S) _____ FRAME SIZE _____ OPENING _____ HIGH _____ EA. \$ _____

GATE(S) _____ FRAME SIZE _____ OPENING _____ HIGH _____ EA. \$ _____

DETAILS: 4" H-Boxer w/ deare spec 5 & barless cable 720 EA. \$ 310.00

DETAILS: X outs in 125 gauge PR. \$ _____

DETAILS: Existing fence steel gap will be moved to end NA PR. \$ _____

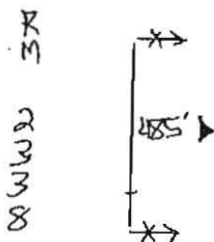
DETAILS: Joe Barter will remove existing old fence PR. \$ _____

▲ * DENOTES FINISH SIDE

DIAGRAM

TOTAL CONTRACT \$ 1,716.50

CR 245



TERMS: Payment of total balance is due immediately upon completion of job.

MECHANICS LIEN: All materials supplied shall remain the property of Lott Fence until all sums due are paid in full.

Accepted By Purchaser _____

Home # _____ Work # _____

Fax # _____ Other # _____

D. Craver

LOTT FENCE