

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CCIM I PARTNERSHIP, (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 for the consideration and upon and subject to the terms, provisions, and conditions set forth below:

All of that certain 4.457 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 121), together with all and singular the rights and appurtenances pertaining to such property, including any improvements and fixtures situated on and attached thereto; provided, however that Seller reserves all oil, gas and other minerals that may be produced from such real property, but Seller waives all surface rights thereto (all of such real property, rights, and appurtenances being referred to in this paragraph as the "Property"); and

Waterline easement and electric easement interests in and across all of that certain .325 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 and shown on the sketch in Exhibit "B", attached hereto and incorporated herein (Parcel 121E); and

Temporary construction easement interest for installation of waterline facilities in and across all of that certain 20,748 square feet tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described as shown on the sketch which accompanies the field notes in Exhibit "B", attached hereto and incorporated herein.

## **ARTICLE II PURCHASE PRICE**

### Purchase Price

2.01. The purchase price for the Property described in Exhibit "A" shall be the sum of FIVE HUNDRED THIRTY THREE THOUSAND EIGHT HUNDRED NINETY THREE and 00/100 Dollars (\$533,893.00). As additional compensation for the acquisition of any improvements on the Property, damages to the improvements on the remaining property of Seller, and for any curative measures required for the improvements on the remaining property of Seller, Purchaser shall pay Seller the additional amount of NINE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED FORTY NINE and 00/100 Dollars (\$962,649.00).

2.02. The purchase price for the easement interests described in Exhibit "B" shall be the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED THIRTY TWO and 00/100 Dollars (\$37,532.00).

### Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. Seller further agrees to restore any access gates existing as of the date of this Agreement currently used by any utility company having an easement interest in the Property.

2.03. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two (2) driveway connections between the proposed SH195 roadway improvements and the remaining property of Seller, which driveways shall be in the locations generally described on Exhibit "C" attached hereto. The exact driveway locations, and the width and radii of such driveways shall be determined pursuant to agreement between Seller and TxDOT, and shall otherwise comply with the TxDOT access management manual and related rules in place at the time of construction. Seller agrees to provide Purchaser or TxDOT a temporary construction easement necessary to carry out the obligations in this paragraph.

2.04. As an obligation which shall survive the closing of this transaction, Purchaser agrees to compensate Seller for any qualified relocation assistance benefits consistent with the obligations and requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1971 (42 U.S.C., Sec. 4601, et. seq.), and the TxDOT relocation assistance program and manual.

2.05. Seller agrees that after Closing, Purchaser shall have the additional temporary right to go on and use the remaining property of Seller for the sole purpose of removing certain concrete bins lying along the northern boundary of the Property, which concrete bins bisect the Property and Seller's remaining property. Purchaser agrees to remove such bins which are bisected by the boundary of the Property and Seller's remaining property to the west of such boundary, and to leave the remaining bins to the west of the Property in a neat and clean condition. This temporary easement shall expire six months after Grantee enters the remainder property for the purposes set out herein, or December 31, 2011, whichever occurs first. The obligations herein shall survive the closing of this Contract. Upon request from Purchaser or TxDoT Seller agrees to execute a separate temporary construction easement document which is suitable for recording in the real property records of Williamson County.

2.06. Seller desires to operate its business for as long as possible on the Property. To that end, after the Closing, Purchaser agrees to allow Seller to use and operate the Property to conduct Seller's business as it is now conducted; provided, however, that at such time as TxDot needs the Property, TxDot or Purchaser shall notify Seller at least thirty (30) days in advance so that Seller can make arrangements to move its improvements and property. With regard to removal of improvements, Seller may remove as much or as little of Seller's improvements as determined by Seller in its sole discretion, however, if Seller elects to retain any of the site improvements listed on Exhibit "H" then Seller shall give Purchaser notice of such retention in writing prior to the Closing Date. A credit or reduction to the purchase price specified in paragraph 2.01 above shall be applied for the amount of the retention value listed on Exhibit "H".

#### 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 (other than Seller) 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 September 27, 2010 (which date is herein referred to as the "closing date" or Closing).

Seller's Obligations at Closing

5.02. At the closing:

(1) Seller shall deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in and to the property described in Exhibit "B", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "B", all 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; and
- (b) Any exceptions approved by Purchaser in writing (Purchaser hereby approves the exceptions set forth on Exhibit "D" attached hereto).

The deed shall be in the form as shown in Exhibit "E" attached hereto. The waterline easement shall be in the form as shown in Exhibit "F" attached hereto. The electric easement shall be in the form as shown in Exhibit "G" attached hereto.

(2) Purchaser shall obtain an Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests 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", if applicable; 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."

#### 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, 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 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. In the event Purchaser should fail to consummate the purchase of the Property and 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. Intentionally Deleted.

#### 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.

**SELLER:**

CCIM I PARTNERSHIP

By: Oldcastle APG Texas, Inc.,  
a Texas corporation,  
its sole owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: DIVISION PRESIDENT OF CUSTOM SPONE

Address:


c/o Oldcastle APG Texas,  
Inc.

Attn: Mr. Steve Bond  
2627 Joe Field Road  
Dallas, Texas 75229

Date: September 15, 2010

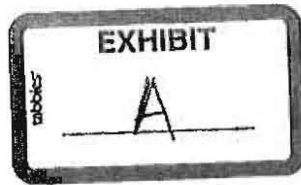
**PURCHASER:**

COUNTY OF WILLIAMSON

By:   
Dan A. Gattis, County Judge  
Date: 9-17-16

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626

J:\DOCS\8's Clients\8007-011 Georgetown Condemnation\Contract for SH195 ROW (9.14.10)v7.DOC



Page 1 of 5  
May 29, 2009

County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35  
ROW CSI: 0440-025-012

Legal Description Parcel 121

BEING a 4.457 acre (194,143 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 4.457 acre tract of land is out of and a part of a 14.992 acre tract conveyed by RK-I Partnership to CCM I Partnership by deed recorded July 19, 2000 and recorded as Document No. 2000046526 of the Official Public Records of Williamson County, Texas, the said 14.992 acre tract is the same property described in a deed from Bonnie R. Sybert to RK-I Partnership by deed recorded March 6, 2000 as Document No. 2000013730 of said Official Public Records, said 4.457 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for a southern angle point of the above referenced 14.992 acre tract and for the west or northwest corner of a 10.0334 acre tract of land conveyed by Vicki L. Sybert to John T. and Patricia K. Hardage Trust by deed recorded April 10, 1995 in Volume 2704, Page 944, of the Official Records of Williamson County, Texas, said rod is located 240.47 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1711+64.43;

THENCE South 85° 46' 48" East with the common line of the 14.992 acre tract and the 10.0334 acre tract for a distance of 144.94 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 141.26 feet right of Proposed SH 195 Baseline Station 1712+72.74;

1. THENCE North 42° 56' 26" West with the proposed southwest right of way line of SH 195 for a distance of 267.71 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1710+00.00;
2. THENCE North 48° 26' 35" West continuing with the proposed southwest right of way line of SH 195 for a distance of 446.93 feet to a 5/8 inch iron rod with an aluminum TxDOT cap set in the north line of the said 14.992 acre tract and in the southeast line of an 85.00 acre tract of land conveyed by John R. Shell to P. L.

EXHIBIT \_\_\_\_\_

Lloyd by deed recorded December 4, 1990 in Volume 1963, Page 944, of said Official Records, said rod is located 159.52 feet right of Proposed SH 195 Baseline Station 1705+44.50;

3. THENCE North 69° 03' 34" East with a common line of the 14.992 acre tract and the 85.00 acre tract for a distance of 320.10 feet to a calculated point in the existing southwest right of way line of SH 195 for the beginning of a non-tangent curve to the right, from which a 1/2 inch iron rod found for witness bears South 69° 03' 34" West a distance of 0.45 feet;
4. THENCE with the existing southwest right of way line of SH 195 in a southeasterly direction and with a curve turning to the right for an arc distance of 820.81 feet, said curve has a radius of 8135.11 feet, a delta angle of 5° 46' 51", a chord bearing of South 39° 52' 53" East, and a chord distance of 820.46 feet, to a calculated point for the east or southeast corner of the said 14.992 acre tract and for the north or northeast corner of the said 10.0334 acre tract, said point being the non-tangent end of said curve, from which a 1/2 inch iron found rod bears South 85° 46' 48" East a distance of 1.10 feet,

EXHIBIT \_\_\_\_\_

5. THENCE North 85° 46' 48" West with the common line of the 14.992 acre tract and the 10.0334 acre tract for a distance of 309.07 feet to the POINT OF BEGINNING, said described tract containing 4.457 acres (194,143 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

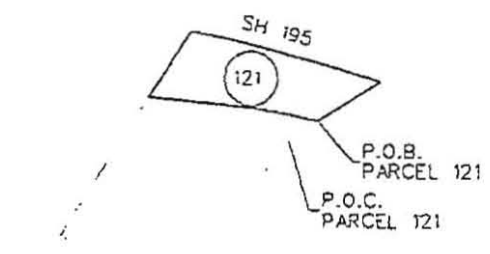
Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring Texas 77379  
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 5-29-2009



- LEGEND**
- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
  - ▣ FOUND CONCRETE MONUMENT (TXDOT TYPE 2)
  - ⊙ CONCRETE MONUMENT SET (TXDOT TYPE 3)
  - FOUND 1/2" IRON ROD UNLESS NOTED
  - 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
  - △ CALCULATED POINT
  - FOUND CORNER (AS DESCRIBED)
  - 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
  - R PROPERTY LINE
  - ( ) RECORD INFORMATION
  - SURVEY LINE
  - - - PROPOSED DRAINAGE EASEMENT
  - III ACCESS DENIAL LINE
  - EXISTING R.O.W. LINE
  - PARCEL BOUNDARY
  - R.O.W. RIGHT OF WAY
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - PC POINT OF CURVATURE
  - PT POINT OF TANGENCY
  - CHB CHORD BEARING
  - CHO CHORD DISTANCE
  - BL. BUILDING SETBACK LINE (PER PLAT)
  - N.T.S. NOT TO SCALE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
  - W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
  - W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
  - W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
  - O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET  
N.T.S.

I, SCOTT MORRIS, HEREBY CERTIFY  
MAP OR PLAT IS TRUE AND CORRECT  
SURVEY MADE UNDER MY SUPERVISION  
GROUND AND IS BASED ON DATA  
FEBRUARY 2001 TO OCTOBER 2002

*Scott Morris*  
SCOTT MORRIS, R.P.L.S. • 5076 DA



**NOTES:**

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY: DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID A32837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SO. FT.	ACRES	SO. FT.	LEFT		RIGHT	
					ACRES	SO. FT.	ACRES	SO. FT.
121	14.992	653,052	4.457	194,143				

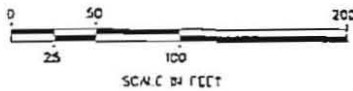
REVISED MAY 29, 2004

TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

RIGHT OF WAY  
SHOWING  
CCIM

STATE HIGHWAY 195  
ROOSEVELT  
6810 LEE ROAD  
(2)  
SCALE: 1"=100'

# W. ROBERTS SURVEY, A-524



(P) STATION = 233+20.5  
 (DELTA = 27° 48' RT.)  
 (DEGREE OF CURVE = 0° 42')  
 (TANGENT = 2025.6')  
 (LENGTH = 3971.4')

SH 195  
 100' R.O.W.

PROPOSED AND EXISTING R.O.W. LINE  
 WITH ACCESS DENIAL

STATE OF TEXAS  
 CALLED 12.390 ACRES  
 VOLUME 6, PAGE 387  
 CIVIL MAPS WILLIAMSON COUNTY

LENGTH = 820.81'  
 RADIUS = 8.135.11'  
 DELTA = 05° 46' 51"  
 CHB = S 39° 52' 53" E  
 CHD = 820.46'

245+00

CSJ 04-0-02-001

SEE DETAIL "A"

EXISTING R.O.W. LINE

LA-821 80'

(R-8134.117)

121

PROPOSED BASELINE

1710+00

PROPOSED R.O.W. LINE

CALLLED 14.992 ACRES  
 CCIM PARTNERSHIP  
 DOCUMENT NO. 2000046526  
 JULY 19, 2000  
 W.C.O.P.R.  
 SEE DOCUMENT NO. 2000013730  
 W.C.O.P.R.  
 FOR DESCRIPTION

RESIDUAL OF CALLED 85.00 ACRES  
 P.L. LLOYD  
 VOL 1963, PAGE 942  
 DECEMBER 4, 1990  
 W.C.O.R.

P.O.B.  
 PARCEL 121  
 STA 1712+72.74  
 141.26' RT.

N 42° 56' 25" W 267.71'

STA 1710+00.00  
 140.00' RT.

P.O.C.  
 PARCEL 121  
 STA 1711+54.43  
 240.47' RT.

REVISED MAY 29,

RIGHT

SHOW

CCIM

P

ROW CS

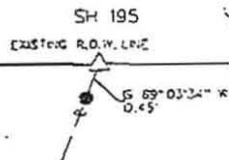
STATE HIGHWAY 195

ROADS

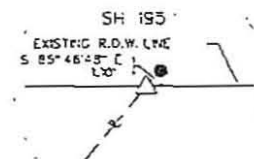
6610 LEE ROAD

121

SCALE: 1"=100'



DETAIL "A"  
 N.T.S.



DETAIL "B"  
 N.T.S.

# EXHIBIT "B"

STATE OF TEXAS  
COUNTY OF WILLIAMSON

EASEMENT

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

## LEGAL DESCRIPTION

DESCRIPTION OF A 0.325 ACRE (14,162 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.992 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO CCIM I PARTNERSHIP AND RECORDED IN DOCUMENT No. 2000046526 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 existing southwest right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, for the most easterly, southeast corner of a called 85.00 acres tract as described in a Warranty Deed to P.L. Lloyd and recorded in Volume 1963, Page 944 of the Deed Records of Williamson County, Texas, same being the northeast corner of said 14.992 acres tract;

**THENCE** leaving said existing southwest right-of-way line of SH195, with the south line of said 85.00 acres tract, same being the north line of said 14.992 acres tract, S69°03'34"W a distance of 320.10 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of said south line of the 85.00 acres tract and the north line of said 14.992 acres tract with the proposed southwest right-of-way line of SH195, a varying width right-of-way, for the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said south line of the 85.00 acres tract and said north line of the 14.992 acres tract, crossing said 14.992 acres tract with said proposed southwest right-of-way line of SH195 the following two (2) courses and distances:

1. S48°26'35"E a distance of 446.93 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found set in concrete for an angle point, and
2. S42°56'26"E a distance of 267.71 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" found at the intersection of the south line of said 14.992 acres tract, same being the north line of a called 10.0334 acres tract as described in a Warranty Deed to John T. and Patricia K. Hardage Trust and recorded in Volume 2704, Page 944 of the Deed Records of Williamson County, Texas, with said proposed southwest right-of-way line of SH195, and from which a 1/2-inch iron rod found in said existing southwest right-of-way line of SH195 for the northeast corner of said 10.0334 acres tract, same being the southeast corner of said 14.992 acres tract, bears S85°46'48"E a distance of 309.07 feet;

**THENCE** leaving said proposed southwest right-of-way line of SH195, with said north line of the 10.0334 acres tract and said south line of the 14.992 acres tract, N85°46'48"W a distance of 29.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod found for an angle point in said south line of the 14.992 acres tract for the northwest corner of said 10.0334 acres tract bears N85°46'48"W a distance of 115.53 feet;

**THENCE** leaving said north line of the 10.0334 acres tract and said south line of the 14.992 acres tract, crossing said 14.992 acres tract the following two (2) courses and distances:

1. N42°56'26"W a distance of 245.18 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. N48°26'35"W a distance of 456.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said south line of the 85.00 acres tract and said north line of the 14.992 acres tract, and from which a 1/2-inch iron rod found for an angle point in said south line of the 85.00 acres tract, same being the northwest corner of said 14.992 acres tract, bears S69°03'34"W a distance of 651.81 feet;

**THENCE** with said south line of the 85.00 acres tract and said north line of the 14.992 acres tract, N69°03'34"E a distance of 22.55 feet to said **POINT OF BEGINNING** and containing 0.325 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 June 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of August 2010, A.D.

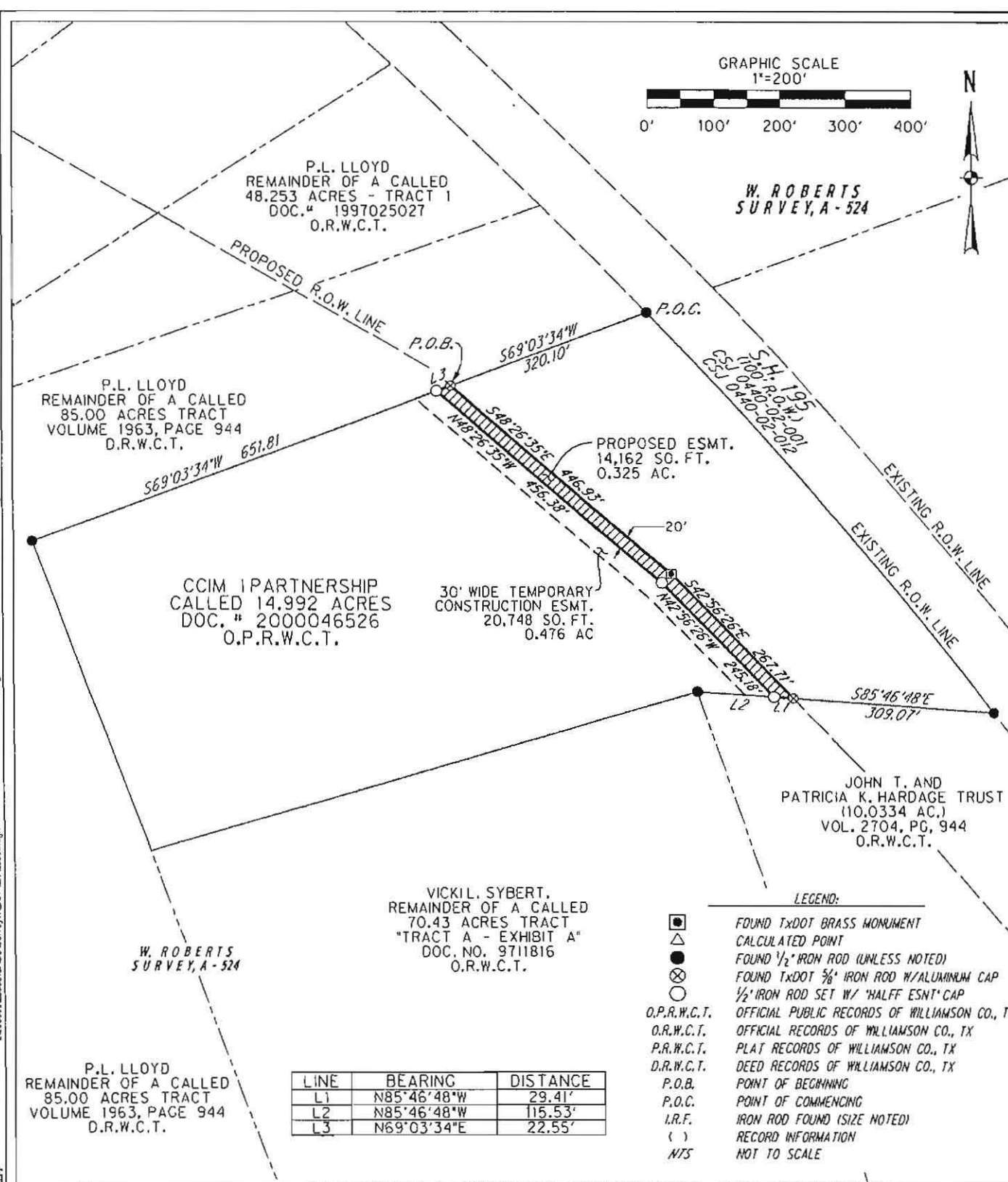
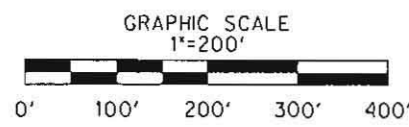


Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759

 8/25/2010  
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-121-26903.dgn, dated August 25th, 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.

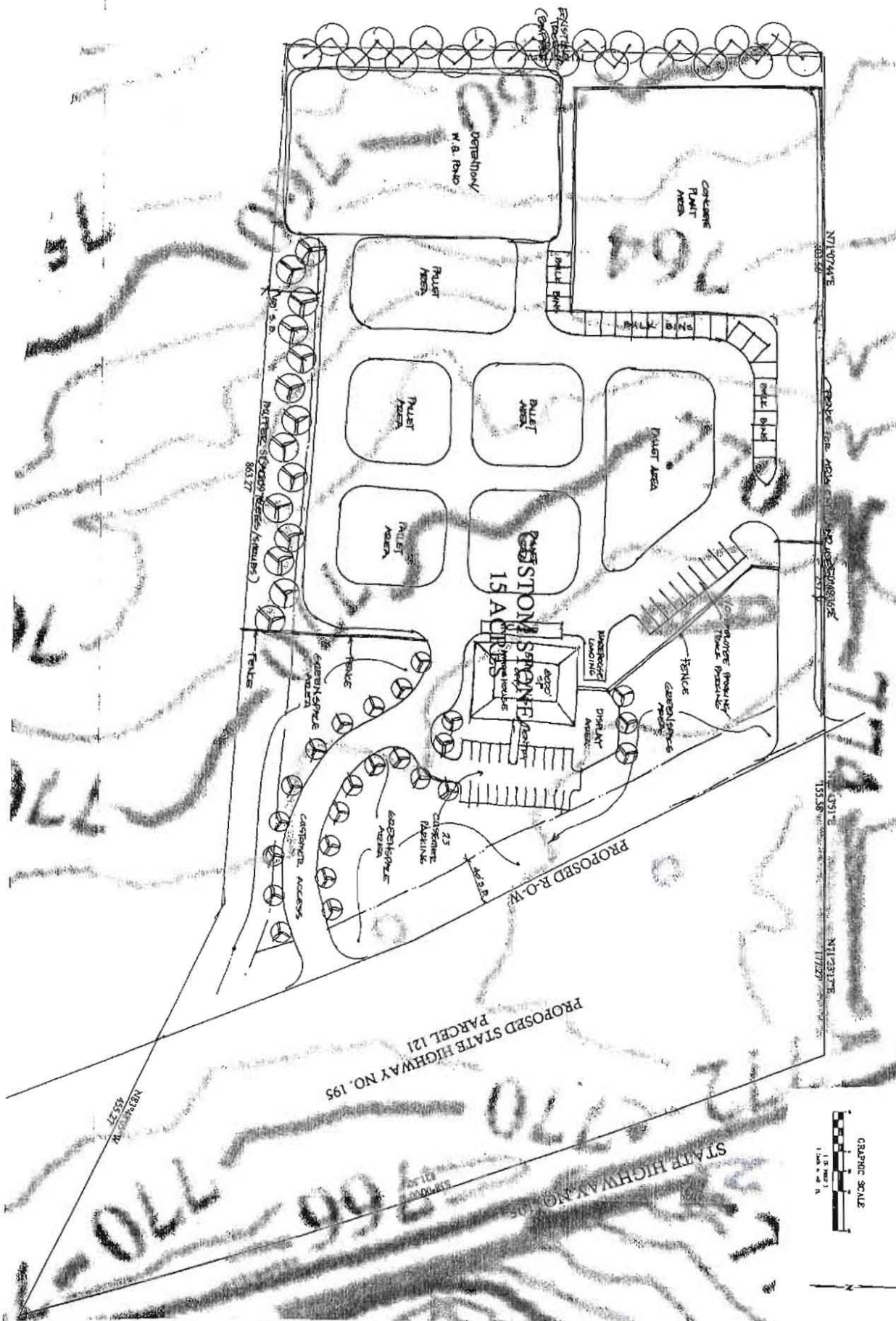


**HALFF**  
4030 WEST BRAKER LANE, SUITE 400  
AUSTIN, TEXAS 78750-5350  
TEL (512) 252-8100  
FAX (512) 252-8141

# SH 195 UTILITY EASEMENT FOR PARCEL 121

Project No.: 26903  
Issued: 8/25/2010  
Accompanying file Name:  
SV-LD-121-26903.doc  
**3 of 3**

AUS20W\_02200\_8-2111.PR  
Design  
L:\26903\26903\CD\Survey\WCD4-121-26903.dgn  
8/25/2010 4:02:18 PM ab2112 HALFF



PROJECT SITE  
CUSTOM STONE

EXHIBIT "C"

#### EXHIBIT D

1. All leases, grants, exceptions or reservations of coal, lignite oil, gas and other minerals, together with all rights privileges, and immunities relating thereto, appearing in the Real Property Records of Williamson County, Texas.
2. An oil, gas and mineral lease dated March 25, 1980, executed by Leslie Dale Sybert, as lessor, to and with BRS Oil Company, as lessee, and recorded in Volume 803, Page 276, Real Property Records of Williamson County, Texas, and all rights incident thereto.
3. Easement dated April 19, 1985, by Dale Sybert to Chisholm Trail Water Supply Corp, as described in instrument recorded in Volume 1199, Page 640, Real Property Records of Williamson County, Texas, and transferred to Chisholm Trail Special Utility District, by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, of the Real Property Records of Williamson County, Texas.
4. Georgetown Utility Easement from CCJM I Partnership to City of Georgetown, dated \_\_\_\_\_, 2010, to be recorded in the Real Property Records of Williamson County, Texas.

**EXHIBIT E**

Parcel 121  
CSJ: 0440-02-012

**SPECIAL WARRANTY DEED  
SH 195 Right of Way**

**THE STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS**, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

**WHEREAS**, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, CCIM I PARTNERSHIP, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents does Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 4.457 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 121).

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

By its acceptance hereof, Grantee consents to two driveways to provide access to Grantor's remaining property to the west of the property conveyed herein, at the locations generally described on Exhibit B attached hereto. The exact driveway locations, and the width and radii of such driveways shall be determined pursuant to agreement between Grantor and Grantee, and shall otherwise comply with Grantee's access management manual and related rules in place at the time of construction. Such driveways shall be constructed at Grantee's sole cost and expense.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject to the reservations and exceptions set forth above.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

CCIM I PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

8007-011 Georgetown Condemnation\Special Warranty Deed-State of Texas for SH 195 ROW (9.10.10)v3.DOC

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

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

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**GRANTEE'S MAILING ADDRESS:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761

## EXHIBIT F

**WATER LINE EASEMENT**  
**AND RIGHT-OF-WAY**

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**DATE:** \_\_\_\_\_, 2010

**GRANTOR: CCIM I PARTNERSHIP**

**GRANTOR'S MAILING ADDRESS:**

2627 Joe Field Road  
Dallas, Texas 75229

With a copy to:

Fielder F. Nelms  
Smith, Stern, Friedman & Nelms, PC  
6688 N. Central Expressway, Suite 550  
Dallas, Texas 75206

**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 78727

**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 eighteen months after Grantee enters the property for the purposes contained within this easement.

**DESIGNATION OF COURSE:** The "Waterline Easement Tract" is defined as a tract of land twenty feet (20') in width upon, across, over and under the following described real property:

All of that certain 0.325-acre of land, more or less, more particularly described by metes and bounds attached hereto as Exhibit A, and shown on a sketch shown on page 3 of Exhibit A said exhibit being incorporated herein by reference for all purposes.

The "Temporary Construction Easement Tract" is defined as a tract of land thirty foot (30') wide adjacent and parallel to the Water Line Easement, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 20,748 square feet tract of land, more or less, more particularly shown on the sketch on page 3 of Exhibit A attached hereto, 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 Tract. Notwithstanding anything to the contrary contained herein, there shall be no above-ground lines, facilities, equipment or appurtenances of Grantee located within the Waterline Easement Tract without Grantor's consent with the exception of an air release valve and gate valve, and related appurtenances. Further, meter boxes and similar improvements may be constructed at surface grade. Grantee's above ground improvements shall not be located on the proposed driveways described on Exhibit C attached hereto.

**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 paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Waterline 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 except as otherwise provided in this instrument, it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction 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.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction 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 (excluding roads, driveways, curbs, sidewalks, fences and light poles) shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as set forth herein under the paragraph title "Exclusivity", no subsurface utilities of any kind shall 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. Notwithstanding any provision in this instrument to the contrary, in the event that Grantor modifies existing fencing or constructs new fencing on Grantor's property after the date of this instrument so as to deprive Grantee of access to and from the Waterline Easement Tract (including access required for vehicles and equipment), Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access. As of the date hereof Grantor owns certain permanent improvements located on the Waterline Easement Tract, including concrete bins. Grantee may remove such improvements, including the concrete bins, at Grantee's sole cost and expense. Grantee shall leave the remaining concrete bins in a neat and workmanlike condition.

**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 and Temporary Construction Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive; provided, however, Grantor is hereby authorized to grant easements to providers of water, wastewater, electricity, cable, internet, telephone and other utility service for purposes of extending such utility services to Grantor's remaining property which lies westerly of the Waterline Easement Tract, provided, however, all such easements shall be subject to the following restrictions: (i) the grant of any easement shall specifically refer to, and expressly be made subject to, the terms and conditions of this instrument; (ii) all subsurface utilities must cross the Waterline Easement Tract at an angle of not less than 60 degrees in relation to Grantee's Project facilities; (iii) any utility improvements installed by such utilities shall not damage Grantee's facilities located within, or interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; (iv) in the event any action or undertaking by the easement holder requires the repair, replacement or relocation of any Project improvement installed by Grantee within the Waterline Easement Tract, then such person or entity shall be responsible for, and shall pay within 30 days of receipt of a written invoice from Grantee, all costs and expenses incurred by Grantee in connection therewith; and (vi) except as set forth above, Grantee shall

have no responsibility for any damages caused by the exercise of its easement rights to any improvements installed by any person or entity within the Waterline Easement Tract.

**Habendum:** To HAVE AND HOLD the Water Line Easement and Temporary Construction 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 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, subject to the matters set forth on Exhibit B attached hereto.

**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 Temporary Construction 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:

CCIM I PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

J:\DOCS\8's Clients\8007-011 Georgetown Condemnation\Easement Waterline and Right of Way 9-10-10 v2.DOC

## EXHIBIT B

1. All leases, grants, exceptions or reservations of coal, lignite oil, gas and other minerals, together with all rights privileges, and immunities relating thereto, appearing in the Real Property Records of Williamson County, Texas.
2. An oil, gas and mineral lease dated March 25, 1980, executed by Leslie Dale Sybert, as lessor, to and with BRS Oil Company, as lessee, and recorded in Volume 803, Page 276, Real Property Records of Williamson County, Texas, and all rights incident thereto.
3. Easement dated April 19, 1985, by Dale Sybert to Chisholm Trail Water Supply Corp, as described in instrument recorded in Volume 1199, Page 640, Real Property Records of Williamson County, Texas, and transferred to Chisholm Trail Special Utility District, by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, of the Real Property Records of Williamson County, Texas.
4. Electric Utility Easement from Grantor to Pedernales Electric Cooperative, Inc., dated \_\_\_\_\_, \_\_\_\_\_, 2010, and to be recorded in the Real Property Records of Williamson County, Texas.

## EXHIBIT G

### ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

THAT CCIM I PARTNERSHIP, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has granted, sold, and conveyed and by these presents does 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 0.325 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 I21EE).

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. Notwithstanding the foregoing, (i) Grantee shall have no more than five (5) poles on the easement property, (ii) Grantee's wires shall be strung at a height of not less than twenty (20) feet above the surface of the ground, and (iii) there shall be no other above-surface facilities of Grantee other than down guys, anchors and conductors required in connection with said wires and poles (the conductors shall be located not less than twenty (20) feet above the ground). The foregoing sentence shall not preclude Grantee's reconstruction rights set forth herein.

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 or under Grantor, but not otherwise, and subject to the matters set forth on Exhibit B attached hereto.

WITNESS our hands this \_\_\_\_\_ day of September, 2010.

[signature page follows]

**GRANTOR:**

CCIM I PARTNERSHIP

By: \_\_\_\_\_

Its; \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

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§

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:

Sheets & Crossfield, P.C.  
309 E. Main Street  
Round Rock, Texas 78664

## EXHIBIT B

1. All leases, grants, exceptions or reservations of coal, lignite oil, gas and other minerals, together with all rights privileges, and immunities relating thereto, appearing in the Real Property Records of Williamson County, Texas.
2. An oil, gas and mineral lease dated March 25, 1980, executed by Leslie Dale Sybert, as lessor, to and with BRS Oil Company, as lessee, and recorded in Volume 803, Page 276, Real Property Records of Williamson County, Texas, and all rights incident thereto.
3. Easement dated April 19, 1985, by Dale Sybert to Chisholm Trail Water Supply Corp, as described in instrument recorded in Volume 1199, Page 640, Real Property Records of Williamson County, Texas, and transferred to Chisholm Trail Special Utility District, by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, of the Real Property Records of Williamson County, Texas.
4. Temporary construction easement set forth in that certain Water Line Easement and Right-of-Way, from Grantor to Chisholm Trail Special Utility District, dated \_\_\_\_\_, \_\_\_\_\_, 2010, and to be recorded in the Real Property Records of Williamson County, Texas.

# EXHIBIT H

  
 Texas  
 Department  
 of Transportation  
 Form ROW-A-10  
 Rev. 3/2004  
 GSD-EPC  
 Page 1 of 4

## TABULATION OF VALUES

Parcel: 121 Highway: SH 195 CSJ: 0440-02-012  
 Whole or Partial Taking: Partial District: Austin  
 Size of Remainder: 458,909 SF County of Record: Williamson  
 Type of Property: Commercial County: Williamson  
 Contract Fencing: No Federal Project:  
 Appraised by: David Oberrender Participating LPA: Williamson County  
 Date Appraised: March 29, 2010 Participating LPA: N/A  
 Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
CCIM I. Partnership	Fee Simple	194,143 SF	\$533,893.00	N/A

### I. Total Approved Values

### II. Improvements

Item No.	Improvement Type	Type Construction	Retention Value	Bisectio Categor
A.	Office Building	Metal/Wood	\$879.00	N/A
B.	Quonset Bldg.	Metal	\$44.00	N/A
C.	Scale House	Stone	\$79.00	N/A
D.	Scale	Concrete/Metal	\$375.00	N/A
E.	Paving	Concrete	\$1.00	N/A
F.	Bins	Concrete	\$1.00	N/A
G.	Curb	Concrete	\$1.00	N/A
H.	Hardscape	Rock/Stone/Concrete	\$1.00	N/A
I.	Gates	Metal	\$8.00	N/A
J.	Base	Crushed Rock	\$1.00	N/A
K.	Septic System	In Ground	\$1.00	N/A
L.	Sign	Wood	\$2.00	N/A
Total				