

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

October 1, 2010

Blue Haven Partners, Ltd.
c/o B. Kinney
1612 Thornridge
Austin, Texas 78758

Re: RM 2338 expansion project
CTSUD waterline easement

Dear Ms. Kinney:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional waterline easement area for Chisholm Trail due to the location of the proposed future realignment of CR 245.

In return for granting a waterline easement in and to approximately 0.0254 acre, Williamson County will pay the sum of \$1,745.10 (1,108SF x \$3.15/SF x 50% of rights). The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding please have execute this letter on behalf of Blue Haven, and we will have this signed by the judge and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.


Very truly yours,




Don Childs
Sheets & Crossfield, P.C.

AGREED:

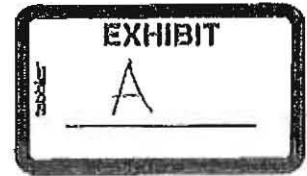
BLUE HAVEN PARTNERS, LTD.

By: 
Its: General Partner

WILLIAMSON COUNTY, TEXAS



Dan A. Galtis
County Judge



WATER LINE EASEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

DATE: _____, 2010

GRANTOR: BLUE HAVEN PARTNERS, LTD.

GRANTOR'S MAILING ADDRESS: 1612 Thornridge
Austin, Texas 78758

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 0.0254 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, 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 7WE).

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

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

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

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

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

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

Habendum: To HAVE AND HOLD the Water Line Easement and 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:

BLUE HAVEN PARTNERS, LTD.

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.0254 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.0254 ACRE (1,108 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 51.911 ACRES REMAINDER TRACT, SAID TRACT CALLED 91.929 ACRES SAVE AND EXCEPT THREE TRACTS: 10.016 ACRES, 10.002 ACRES, AND 20.00 ACRES, AS DESCRIBED IN A WARRANTY DEED TO BLUE HAVEN PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2000007405 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 with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said 91.929 acres tract, same being the northwest right-of-way line of County Road 245, a varying width right-of-way, with the northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, for the eastern-most corner of a called 4.486 acres tract described in a Special Warranty Deed to Williamson County, Texas and the State of Texas and recorded in Document No. 2010000623 of the Official Public Records of Williamson County, Texas;

THENCE leaving said southeast line of the 91.929 acres tract and said northwest right-of-way line of C.R. 245, crossing said 91.929 acres tract, with said northeast right-of-way line of R.M. 2338, same being the northeast line of said 4.486 acres tract, the following two (2) courses and distances:

1. S81°04'39"W a distance of 57.27 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for an angle point, and
2. N45°03'03"W a distance of 351.48 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and being the POINT OF BEGINNING of the tract described herein;

CONTINUING across said 91.929 acres tract, with said northeast right-of-way line of R.M. 2338, and said northeast line of the 4.486 acres tract, N45°03'03"W a distance of 55.39 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 aluminum cap stamped "Texas Dept. of Trans." found for a point of curvature in said northeast right-of-way line of R.M. 2338 and said northeast line of the 4.486 acres tract, bears N45°03'03"W a distance of 445.35 feet;

THENCE leaving said northeast right-of-way line of R.M. 2338 and said northeast line of the 4.486 acres tract, continuing across said 91.929 acres tract, the following three (3) courses and distances:

1. N44°56'57"E a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
2. S45°03'03"E a distance of 55.39 feet, to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
3. S45°56'57"W a distance of 20.00 feet to said **POINT OF BEGINNING** and containing 0.0254 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 August 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of October, 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

10/4/2010

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in August 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26424-R3.dgn, dated October 4, 2010, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

LEGEND:

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊗ 1/2" IRON ROD FOUND W/CAP "TXDOT" ALUMINUM CAP
- SET 1/2" IRON ROD W/"HALFF ESMT" CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

PROPOSED WATER
LINE ESMT.
0.0254 AC.
1,108 SQ. FT.

GRAPHIC SCALE 1"=60'



BLUE HAVEN PARTNERSHIP, LTD
(51.911 AC.)
(REMAINDER OF A CALLED 91.929 AC.
SAVE & EXCEPT THREE TRACTS-10.016 AC.,
10.002 AC. & 20.00 AC.)
DOC. # 2000007405
O.P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S81°04'39"W	57.27'
L2	N45°03'03"W	55.39'
L3	N44°56'57"E	20.00'
L4	S45°03'03"E	55.39'
L5	S44°56'57"W	20.00'

WATER LINE ESMT.
DOC. # 2010000624
O.R.W.C.T.

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

C.R. 245
(R.O.W. WIDTH VARIES)

P.O.C.

OLD R.O.W.

STATE OF TEXAS
(4.486 AC.)
DOC. # 2010000623
O.P.R.W.C.T.

EXISTING R.O.W.

N45°03'03"W 351.48'

R.M. 2338
C.S.T. 2211-01-023
(PROP. VARYING WIDTH R.O.W.)

PROP. R.O.W.
EXISTING R.O.W.



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78760-6358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
10/4/2010

ACCOMPANYING FILE NAME:
SV-LD-P7-26424-R3.doc

SKETCH BY:
KKH

1,108 SQUARE FEET
~ 0.0254 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS