

## POSSESSION AND USE AGREEMENT

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

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WHEREAS, JANIS JOHNSON and RICHARD W. JOHNSON, hereinafter referred to as "GRANTOR", whether one or more, is the owner of or tenant on that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-B" (the "Property"), which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County, Texas, plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE plan to acquire a waterline/electric utility easement interest in the tract of land described in Exhibit "B", collectively acting through Williamson County, Texas and identified as "GRANTEE" herein, whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tracts of land for the purposes described below,

Construction of the State Highway 195 roadway improvements and related utility adjustments (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of ONE HUNDRED THIRTY THOUSAND and FORTY TWO AND 00/100 Dollars for the right of way (\$130,042.00) and TWELVE THOUSAND TWO HUNDRED FIFTY SEVEN and 00/100 Dollars for the easement interests (\$12,257.00), which amount represents 100% of the estimated compensation for the acquisition of the right of way and easement Property to be acquired and any damages to or cost to cure the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-B".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described herein and shown in Exhibits "A-B".

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto on the Property described in Exhibit "A". The property described in Exhibits "B" shall be used only for the installation of waterline and electric utility facilities.

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for its current uses.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

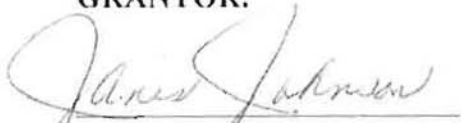
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
6. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed to acquire the specified parcel(s) within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$130,042 for the fee interests sought (parcel 111), or \$12,042 for the easement interests sought (parcel 111E), will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue for any of the required property interests is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity which owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

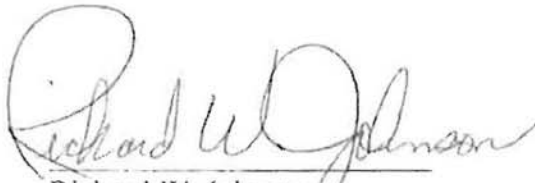
*[signature page follows]*

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

  
Janis Johnson

Address: 2453 State Hwy 195  
Georgetown, Texas  
78633

  
Richard W. Johnson

Address: 2453 STATE Hwy 195  
Georgetown, TX  
78633

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

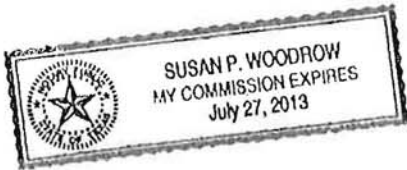
  
County Judge Dan A. Gattis

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

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on this the 15 day of October, 2010 by Janis Johnson and Richard W. Johnson, in the capacity and for the purposes and consideration recited herein.



Susan P. Woodrow  
Notary Public, State of Texas  
Printed Name: Susan P. Woodrow  
My Commission Expires:

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires:

After recording return to:

Don Childs  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664





Page 1 of 4  
March 7, 2007

County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35  
ROW CSJ: 0440-02-012

Legal Description Parcel 111

BEING a 1.199 (52,216 square feet) acre tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 1.199 acre tract of land is out of and a part of a 0.11 acre tract conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard W. Johnson by deed recorded July 18, 1983 in Volume 928, Page 851, of the Deed Records of Williamson County, Texas, also being out of and a part of a 2.24 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Richard W. Johnson and Janis Johnson, by deed recorded September 20, 1982 in Volume 889, Page 756, of said Deed Records, and being out of a 1.00 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider to Janis Johnson and Richard W. Johnson deed recorded May 30, 2003 as Document No. 2003049663 of the Official Public Records of Williamson County, Texas, the said 1.199 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the south corner of the above referenced 2.24 acre tract and the east corner of the above referenced 1.00 acre tract, said rod is located 368.73 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1660+90.69;

THENCE North 44° 56' 38" East with the southeast line of the said 2.24 acre tract for a distance of 252.91 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 124.14 feet right of Proposed SH 195 Baseline Station 1661+55.24;

1. THENCE North 59° 39' 26" West with the proposed southwest right of way line of SH 195 for a distance of 363.47 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the northwest line of the said 1.00 acre tract, said rod is located 122.84 feet right of Proposed SH 195 Baseline Station 1657+91.77;
2. THENCE North 44° 56' 18" East with the northwest line of the said 1.00 acre tract for a distance of 147.82 feet to a calculated point in the existing southwest right of way line of S. H. 195 for the north corner of said 1.00 acre tract, from

EXHIBIT \_\_\_\_\_

which a 1/2 inch iron rod found bears South 44° 56' 18" West a distance of 0.32 feet;

3. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 363.81 feet to a calculated point for the most easterly corner of the said 2.24 acre tract, from which a 1/2 inch iron rod found bears South 44° 56' 38" West a distance of 0.28 feet;
4. THENCE South 44° 56' 38" West with the southeast line of the said 2.24 acre tract for a distance of 149.07 feet to the POINT OF BEGINNING, said described tract containing 1.199 acres (52,216 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.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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: March 7, 2007

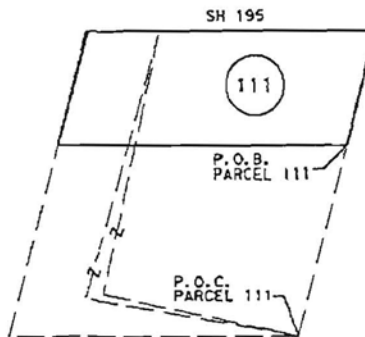


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DATE: 3/7/2007 TIME: 4:11:25 PM

# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- ⊗ CONCRETE MONUMENT SET (TXDOT TYPE II)
- 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."
- PROPERTY LINE
- ( ) RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- 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
- CHD CHORD DISTANCE
- B.L. 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 THAT THE MAP OR PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006.

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

## NOTES:

1. 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.

2. 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, 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.

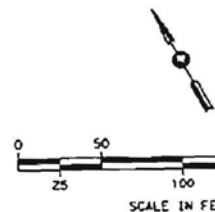
RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
				LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
3.35	145,926	1.199	52,216	---	---	2.151	93,710



RIGHT OF WAY  
SHOWING PROPOSED  
JANIS JOHNSON AND R  
PARCEL 111  
PAGE 3  
ROW CSJ NO. 1  
STATE HIGHWAY 195 WIL  
RODS SURVEY  
6810 LEE ROAD  
(281) 37  
SCALE: 1"=100'

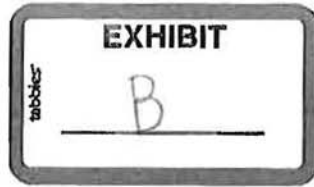


## BURRELL LEAVES SURVEY, A-216



SCALE: 1"=100

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STATE OF TEXAS  
COUNTY OF WILLIAMSON

EASEMENT

0.1669 ACRE SITUATED IN  
BURRELL EAVES SURVEY  
ABSTRACT 216  
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.1669 ACRE (7,270 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THREE TRACTS—A CALLED 0.11 ACRE TRACT AS DESCRIBED IN A DEED OF GIFT TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN VOLUME 928, PAGE 851 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 2.24 ACRES TRACT AS DESCRIBED IN A CORRECTION DEED TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN VOLUME 889, PAGE 756, SAID DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 1.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO JANIS JOHNSON AND RICHARD W. JOHNSON AND RECORDED IN DOCUMENT NO. 2003049663 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the existing southwest right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, for the east corner of said 2.24 acres tract, same being the north corner of a called 11.17 acres tract as described in a Special Warranty Deed to Wilford C. Schneider, Trustee and recorded in Document No. 2010030328 of said Official Public Records of Williamson County, Texas;

THENCE leaving said existing southwest right-of-way line of SH195, with the southeast line of said 2.24 acres tract, same being the northwest line of said 11.17 acres tract, S44°56'38"W, passing at a distance of 0.28 feet a 1/2-inch iron rod found, and continuing in all a distance of 149.07 feet to a 5/8-inch iron rod found at the intersection of the proposed southwest right-of-way line of SH195, a varying width right-of-way, with said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said proposed southwest right-of-way line of SH195, continuing with said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, S44°56'38"W a distance of 20.67 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 in said northwest line of the 11.17 acres tract for the south corner of said 2.24 acres tract, bears S44°56'38"W a distance of 232.34 feet;

THENCE leaving said southeast line of the 2.24 acres tract and said northwest line of the 11.17 acres tract, crossing said 0.11 acre, 2.24 acres, and 1.00 acre tracts, N59°39'26"W a distance of 363.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the northwest line of said 1.00 acre tract, same being the southeast line of a called 10.22 acres tract as described in a Special Warranty Deed to John B. Schneider, Trustee, and recorded in Document No. 2010030327 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with illegible plastic cap found in said southeast line of the 10.22 acres tract, for the west corner of said 1.00 acre tract, bears S44°56'18"W a distance of 233.56 feet;

THENCE with said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, N44°56'18"E a distance of 20.67 feet to a point being the intersection of said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract with said proposed southwest right-of-way line of SH195, and from which a 1/2-inch iron rod with plastic cap stamped "CCC 4885" found in said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, bears N44°56'18"E a distance of 147.50 feet;

THENCE leaving said northwest line of the 1.00 acre tract and said southeast line of the 10.22 acres tract, crossing said 1.00 acre, 0.11 acre, and 2.24 acres tracts, with said proposed southwest right-of-way line of SH195, S59°39'26"E a distance of 363.49 feet to said **POINT OF BEGINNING** and containing 0.1669 acre.

THE STATE OF TEXAS

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§  
§

KNOW ALL MEN BY THESE PRESENTS:

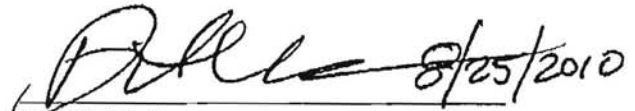
COUNTY OF TRAVIS

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 25th day of August 2010, A.D.

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



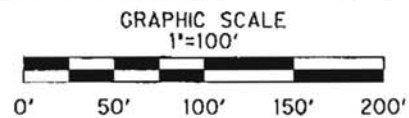
  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 - State of Texas

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 August 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-111-26903.dgn, dated August 25, 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.



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



JOHN B. SCHNEIDER  
10.22 AC.  
DOC. # 2010030327  
O.P.R.W.C.T.

CALLLED 1.00 AC.  
JANIS JOHNSON &  
RICHARD W. JOHNSON  
VOL. 2003049663  
O.P.R.W.C.T.

CALLLED 0.11 AC.  
JANIS JOHNSON &  
RICHARD W. JOHNSON  
VOL. 928, PG. 851  
D.R.W.C.T.

CALLLED 2.24 AC.  
JANIS JOHNSON &  
RICHARD W. JOHNSON  
VOL. 889, PG. 756  
D.R.W.C.T.

WILFORD SCHNEIDER,  
JOHN B. SCHNEIDER,  
& JANIS K. JOHNSON  
CALLLED 326 AC.  
DOC. # 2010030325  
O.P.R.W.C.T.

PROPOSED ESMT.  
7,270 SQ. FT.  
0.1669 AC.

30' WIDE TEMPORARY  
CONSTRUCTION ESMT.  
0.2503 AC  
10,904 SQ. FT.

**BURRELL LEAVES  
SURVEY, A-216**

WILFORD C. SCHNEIDER  
11.17 AC.  
DOC. # 2010030328  
O.P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S44°56'38"W	20.67'
L2	N44°56'18"E	20.67'



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78769-5356  
TEL (512) 262-8154  
FAX (512) 262-8141

**SH 195 UTILITY**

EASEMENT FOR  
PARCEL 111

Project No.: 26903

Issued: 08/25/10

Accompanying file Name:  
SV-LD-111-26903.doc

**3 of 3**

AUSTIN, TEXAS 78769-5356

Doc#

1:260000/26903/CAD/Survey/VCD-111-26903.dgn

8/25/2010 8:20:06 AM #2112 HALFF