

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, A TESTAMENTARY TRUST CREATED IN THE WILL OF DONALD PATTERSON IRVINE, JR., ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG, and ANGELA IRVINE (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:

All of that certain 1.926 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 118); and

Access rights along an Access Denial Line of approximately 340.02 feet and 477.07 feet in length, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (118-AC); and

Waterline easement interest in and to all of that certain 0.5308 tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 118-WE); and

Temporary construction easement for the purpose of waterline installation and in and to all of that certain 0.8001 tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 216 in Williamson County, Texas, being more fully described and shown on the sketch in Exhibit "C", attached hereto and incorporated herein; and

Electric easement interest in and across all of that certain 0.005 tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "D", attached hereto and incorporated herein (Parcel 118-EE).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property described in Exhibits "A-B" and for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property or for any damages to the remaining property of Seller shall be the sum of THREE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SIXTY TWO and 00/100 Dollars (\$350,762.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibits "C-D" shall be the sum of SEVENTY FOUR THOUSAND SIX HUNDRED FIFTEEN and 00/100 Dollars (\$74,615.00).

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 currently existing access gates or other entry points used by any utility company having an easement interest in the property of Seller.

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 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 November 15, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to 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 Exhibits "A-B", and 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 "C", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "D", 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;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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) Deliver to Purchaser a Texas 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."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be

upon the basis of the tax rate for the 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. 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. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature pages follow]

SELLER:

Yvonne Newman

Yvonne Denise Newman, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Address: 11821 CR 283E
Whitehouse, TX 7579

Lawrence Mark Irvine

Lawrence Mark Irvine, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Address: 3500 CR. 234
Georgetown, TX 78633

Anne Louise Irvine Bradford

Anne Louise Irvine Bradford

Address: 1365 CR 143
Georgetown TX 78633

Aghes Linda Irvine Strong

Aghes Linda Irvine Strong

Address: 1365 CR 143
Georgetown, TX 78633

Angela Irvine

Angela Irvine

Address: 30102 Hamlet
Georget. TX. 78628

PURCHASER:

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 6
May 29, 2009

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

Legal Description Parcel 118

BEING a 1.926 acre (83,883 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 1.926 acre tract of land is out of and a part of a 284.03 acre tract of land conveyed by Beulah Irvine to Donald P. Irvine, Jr., et al by deed recorded January 6, 1977 in Volume 656, Page 620, of the Deed Records of Williamson County, Texas, said 1.926 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found in the existing south right of way line of County Road (C. R.) No. 143, said rod being the north or northeast corner of the above referenced 284.03 acre tract, said rod is located 6836.38 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1712+89.71;

THENCE South 69° 08' 59" West with the existing south right of way line of C. R. No. 143 for a distance of 4189.04 feet to an angle point for corner;

THENCE South 68° 34' 07" West continuing with the existing south right of way line of C. R. No. 143 for a distance of 1882.35 feet to an angle point;

THENCE South 68° 42' 51" West continuing with the existing south right of way line of C. R. No. 143 for a distance of 148.81 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set at the intersection of said existing right of way line and the proposed northeast right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said monument is located 34.05 feet right of the Proposed Shell Road Baseline Station 28+25.00;

1. THENCE South 21° 24' 06" East with the proposed northeast right of way line of SH 195 for a distance of 35.94 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 70.00 feet right of the Proposed Access Road Baseline Station 28+25.00;
2. THENCE South 68° 35' 54" West continuing with the proposed northeast right of way line of SH 195 for a distance of 227.34 feet to a TxDOT Type II concrete monument set for the beginning of a tangent curve to the left, said monument is located 70.00 feet right of Proposed Access Road Baseline Station 25+97.66;

EXHIBIT

3. THENCE continuing with the proposed northeast right of way line of SH 195 in a southwesterly direction and with said curve turning to the left for an arc distance of 757.46 feet, said curve has a radius of 2794.79 feet, a delta angle of $15^{\circ} 31' 43''$, a chord bearing of South $60^{\circ} 50' 02''$ West, and a chord distance of 755.14 feet, to a TxDOT Type II concrete monument set for the non-tangent end of said curve and beginning of ACCESS DENIAL LINE, said monument is located 70.00 feet right of Proposed Shell Road Baseline Station 18+21.23;
4. THENCE South $20^{\circ} 36' 27''$ West continuing with the proposed northeast right of way line of SH 195 and the said ACCESS DENIAL LINE for a distance of 95.52 feet to a TxDOT Type II concrete monument set in the existing northeast right of way line of SH 195, said monument located 318.41 feet left of Proposed SH 195 Baseline Station 1689+25.00 and is the POINT OF ENDING of this ACCESS DENIAL LINE and the beginning of a non-tangent curve to the left;
5. THENCE with the existing northeast right of way line of SH 195 and with a curve turning to the left for an arc distance of 153.77 feet, said curve has a radius of 8235.11 feet, a delta angle of $1^{\circ} 04' 11''$, a chord bearing of North $55^{\circ} 52' 04''$ West, and a chord distance of 153.76 feet to a calculated point for corner at the intersection of the said existing right of way line of SH 195 and the existing south right of way line of C. R. 143;
6. THENCE North $02^{\circ} 00' 46''$ East with the existing south right of way line of C. R. 143 for a distance of 92.06 feet to a calculated point for corner;

EXHIBIT

7. THENCE North 68° 42' 51" East continuing with the existing south right of way line of C. R. 143 for a distance of 1089.85 feet to the POINT OF BEGINNING, said described tract containing 1.926 acres (83,883 square feet) of land, more or less.

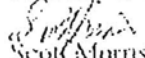
Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

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 AP9537) 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

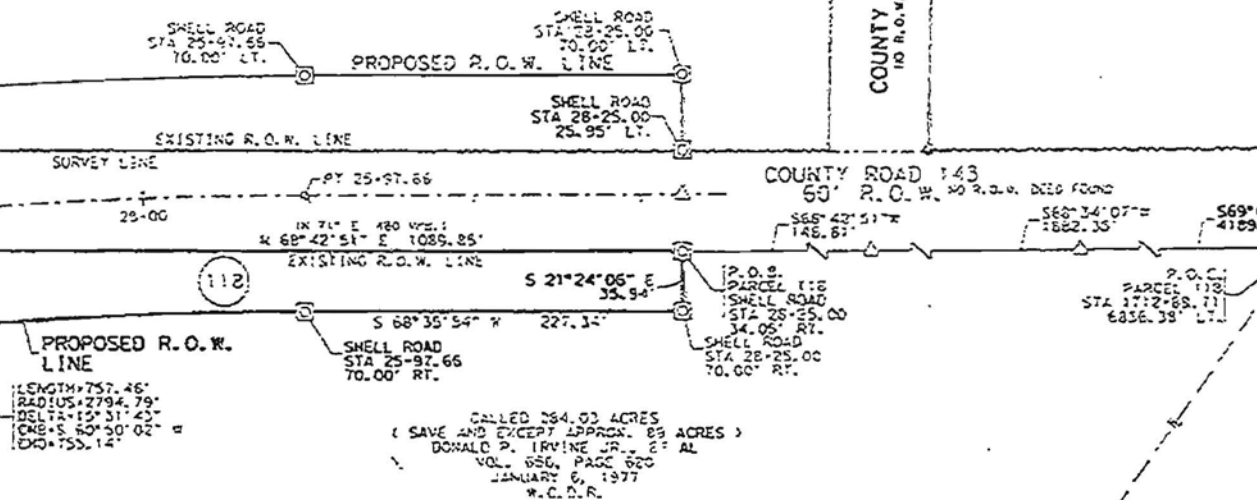
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.


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



BURRELL EAVES SURVEY, A-216

MATCHLINE STA. 23+50 SEE PAGE 6



W. ROBERTS SURVEY, A-524

REVISED MAY 29, 2010

RIGHT OF WAY
SHOWING
DONALD P. IRVINE JR.
PARCEL 118
PAGE
FOR CSD NO.
STATE HIGHWAY 155
ROAD SUR
6810 LEE ROAD
12311
SCALE: 1"=100'

BURRELL EAVES SURVEY, A-218



MATCHLINE STA. 23+50 SEE PAGE 5

PROPOSED R.O.W. LINE

STA 21+05.00
70.00' L.I.

PROPOSED AND EXISTING R.O.W. LINE

COUNTY ROAD 143
50' R.O.W.
NO A.C.M. DEED FOUND

N 88°42'31" E 1039.85

EXISTING R.O.W. LINE

PROPOSED BASELINE

(118)

PROPOSED R.O.W. LINE

LENGTH=757.46'
RADIUS=2194.75'
CHORD=604.02'
CHORD BEARING=75.14°

CALLLED 254.03 ACRES
(SAVE AND EXCEPT APPROX. 100 ACRES)
DONALD P. IRVINE JR., ET AL
VOL. 658, PAGE 800
JANUARY 5, 1977
W.C.D.M.

SKULL ROAD STA 12+21.23
70.00' R.L.

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

STA 1259+35.00
313.47' L.I.

UPPER COLORED RIVER WILDMOUTH
CALLLED 3.40 ACRES 1044220011
EXHIBIT 514
OCTOBER 27, 1991

LENGTH=153.77'
RADIUS=235.11'
CHORD=104.11'
CHORD BEARING=55°52'04" W
CHORD=153.76'

SH 195

W. ROBERTS SURVEY, A-524

REVISED MAY 29, 2009

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
DONALD P. IRVINE JR., ET AL
PARCEL 118

PAGE 5 OF 5

ROW CSJ NO. 0450-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

12311 379-5388
SCALE: 1"=100' MARCH 7, 2007



Page 1 of 7
May 29, 2009

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 118-AC

BEING a description of an ACCESS DENIAL LINE, across which access is prohibited to the transportation facility from the adjacent property, located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, with the common boundary of the existing northeast right of way line of State Highway 195 (SH 195), being the common boundary of a 2.497 acres conveyed to the State of Texas by deed recorded February 9, 1935 in Volume 273, Page 356, of the Deed Records of Williamson County, Texas, and that certain 284.03 acre tract conveyed by Beulah Irvine to Donald P. Irvine, Jr., et al by deed recorded January 6, 1977 in Volume 656, Page 620, of said Deed Records, the said ACCESS DENIAL LINE is further described as follows:

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVEYING, INC." set for a southern angle point of the above referenced 284.03 acre tract, said point being the northeast corner of a 50.55 acre tract conveyed by Joseph Everett Sybert, Jr. and wife, Linda Kay Sybert to APW Corp. by deed recorded August 30, 2002 as Document No. 2002066778 of the Official Public Records of Williamson County, Texas, said point is located 2322.57 feet left of Proposed SH 195 Baseline station 1714+76.02;

THENCE South 69° 20' 25" West with the south line of the said 284.03 acre tract for a distance of 515.08 feet to a calculated angle point;

THENCE South 69° 01' 52" West with the south line of the said 284.03 acre tract for a distance of 1753.62 feet to a calculated point in the existing east right of way line of SH 195 for the non-tangent beginning of a curve to the left, a found 1/2 inch iron rod bears North 69° 01' 52" East a distance of 0.57 feet, said point is located 225.02 feet left of Proposed SH 195 Baseline Station 1707+29.65;

THENCE with the existing east right of way line of SH 195 with the common line of said 2.497 acre tract and said 284.03 acre tract, with the arc of a curve turning to the left, at 274.77 feet pass a 'TxDOT' Type I concrete monument, then continuing along said arc for 81.33 feet for a total arc distance of 356.12 feet, said curve has a radius of 8235.11 feet, a delta angle of 2° 28' 40", a chord bearing of North 43° 44' 38" West, and a chord distance of 356.10 feet to a 5/8" iron rod set with a 'TxDOT' aluminum cap stamped"

EXHIBIT

ADL" set for the POINT OF BEGINNING of the herein described ACCESS DENIAL LINE, said rod is located 248.68 feet left of Proposed SH 195 Baseline Station 1703+85.00;

1. THENCE with the existing east right of way line of SH 195, with the common line of said 2.497 acre tract and said 284.03 acre tract, and with an ACCESS DENIAL line and with the arc of a curve turning to the left for an arc distance of 477.07 feet, said curve has a radius of 8235.11 feet, a delta angle of $3^{\circ} 19' 09''$, a chord bearing of North $46^{\circ} 38' 32''$ West, and a chord distance of 477.01 feet, to a $5/8''$ iron rod set with a TxDOT aluminum cap stamped "ADL" for a POINT OF ENDING of the first segment of ACCESS DENIAL described herein, said rod is located 281.37 feet left of Proposed SH 195 Baseline Station 1699+25.00;
2. THENCE continuing with the existing east right of way line of SH 195, with the common line of said 2.497 acre tract and said 284.03 acre tract with a curve turning to the left for an arc distance of 670.55 feet, said curve has a radius of 8235.11 feet, a delta angle of $4^{\circ} 39' 55''$, a chord bearing of North $50^{\circ} 38' 04''$ West, and a chord distance of 670.36 feet, to a $5/8''$ iron rod set with a TxDOT aluminum cap stamped "ADL" for the POINT OF BEGINNING of the second segment of ACCESS DENIAL described herein, said rod is located 318.37 feet left of Proposed SH 195 Baseline Station 1692+65.00;

EXHIBIT

3. THENCE continuing the existing east right of way line of SH 195, with the common line of said 2.497 acre tract and said 284.03 acre tract, and with an ACCESS DENIAL line and with the arc of a curve turning to the left for an arc distance of 340.02 feet, said curve has a radius of 8235.11 feet, a delta angle of $2^{\circ} 21' 57''$, a chord bearing of North $54^{\circ} 09' 00''$ West, and a chord distance of 340.00 feet, to a TxDOT Type II concrete monument set for the POINT OF ENDING of the herein described ACCESS DENIAL LINE, said monument is located 318.41 feet left of Proposed SH 195 Baseline Station 1689+25.00.

Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

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.

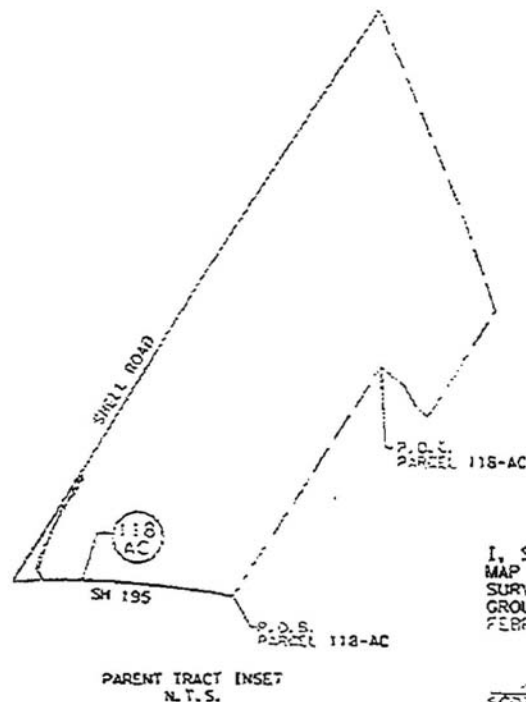
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

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, Registered Professional Land Surveyor No. 5076
Date as of: 5-29-2008



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 TADOT
	YELLOW CAP (UNLESS NOTED)
	CALCULATED POINT
	FOUND CORNER (AS DESCRIBED)
	5/8" IRON ROD SET WITH
	YELLOW CAP (TXDOT SURVEYING INT.)
	PROPERTY LINE
	RECORD INFORMATION
	SURVEY LINE
	PROPOSED DRAINAGE EASEMENT
	ACCESS CENTER 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



I, SCOTT MORRIS, HEREBY CERTIFY THAT THIS MAP OR PLAT IS TRUE AND CORRECT AS THE SURVEY MADE UNDER MY SUPERVISION ON THE GROUND AND IS BASED ON DATA COLLECTED FROM FEBRUARY 2001 TO OCTOBER 2006.

SCOTT MORRIS, R.P.L.S.

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.

VPhase2-Par118AC-Sht01C.dgn 6/4/2009 3:46:29 PM

REVISED



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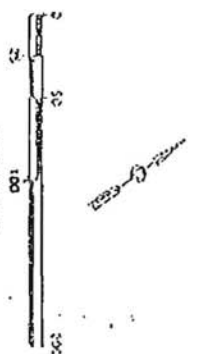
CONDU

STATE HIGHWAY

6810 (25)

SCALE:

2022.5.16
SARCE
SARCE



CALLEN 50.35 ACRES
 1991
 229 CONSERVATION
 ESTATE NO. 2002060776
 AUGUST 30, 2002
 A.C.O.P.R.

MATCHLINE STA 1900+00

SEE PAGE 6

REVISED MAY 28, 2005

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
DONALD P. IRVINE JR., ET AL
PARCEL 112-AC

ROW 052 NO. 0440-02-017
STATE HIGHWAY 95 WILLIAMSON COUNTY, TEXAS
ROADS SURVEYING, INC.
6910 LEE ROAD SEPTING, TX 77379
409-376-0156
SCANNED BY MICHAEL T. 2007

VPPhase2-Part113AC-Sh03.dgn 6/4/2009 3:48:26 PM



STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.5308 ACRE OF LAND SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.5308 ACRE (23,121 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 284.03 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG AND DONALD PATTERSON IRVINE, JR. AND RECORDED IN VOLUME 656, PAGE 620 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an angle point in the southeast right-of-way line of County Road No. 143, a varying width right-of-way, for the apparent northwest corner of said 284.03 acres tract;

THENCE with said southeast right-of-way line of CR143, same being the northwest line of said 284.03 acres tract, N68°42'51"E a distance of 1089.85 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found set in concrete for a proposed angle point in said southeast right-of-way line of CR143, and being the POINT OF BEGINNING of the tract described herein;

CONTINUING with said southeast right-of-way line of CR143 and said northwest line of the 284.03 acres tract, N68°42'51"E a distance of 59.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESM1" set;

THENCE leaving said southeast right-of-way line of CR143 and said northwest line of the 284.03 acres tract, crossing said 284.03 acres tract the following four (4) courses and distances:

1. S23°35'54"W a distance of 78.94 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESM1" set for an angle point,
2. S68°35'54"W a distance of 231.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESM1" set for a point of curvature to the left,
3. with the arc of said curve to the left a distance of 658.13 feet, said curve having a radius of 2774.79 feet, a central angle of 13°35'22", and a chord bearing S61°48'13"W a distance of 656.59 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESM1" set for an angle point, and
4. S34°56'29"W a distance of 174.97 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESM1" set in the curving northeast right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, same being the southwest line of said 284.03 acres tract;

THENCE with said curving northeast right-of-way line of SH195 and said southwest line of the 284.03 acres tract, with the arc of said curve to the left 20.00 feet, said curve having a radius of 8235.16 feet, a central angle of 0°08'21", and a chord bearing N55°13'15"W a distance of 20.00 feet;

THENCE leaving said curving northeast right-of-way line of SH195 and said southwest line of the 284.03 acres tract, crossing said 284.03 acres tract, N34°56'29"E a distance of 178.56 feet to a point in the proposed curving southeast right-of-way line of CR143, a varying width right-of-way;

CONTINUING across said 284.03 acres tract, with said proposed southeast right-of-way line of CR143 the following three (3) courses and distances:

1. with the arc of said curve to the right a distance of 666.42 feet, said curve having a radius of 2794.79 feet, a central angle of 13°39'44", and a chord bearing N61°46'02"E a distance of 664.84 feet to a TxDOT Type II concrete monument found for a point of tangency,
2. N68°35'54"E a distance of 227.34 feet to a TxDOT Type II concrete monument found for an angle point, and
3. N21°24'06"W a distance of 35.94 feet to said POINT OF BEGINNING and containing 0.5308 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 14th day of September 2010, A.D.

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



[Signature] 9/14/2010
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-118-26903.dgn, dated September 14, 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.



PROPERTY DESCRIPTION

DESCRIPTION OF A 0.005 ACRE (225 SQUARE FOOT), TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NO. 624, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 284.03 ACRE TRACT OF LAND CONVEYED TO DONALD P. IRVINE JR., ET AL BY INSTRUMENT RECORDED IN VOLUME 656, PAGE 620 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.005 ACRE (225 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the proposed southerly right-of-way line of County Road 143 (right-of-way width varies) being in the interior of the remainder of said 284.03 acre tract, same being the northwest corner of the herein described tract, and from which a TXDOT Type II monument found in the proposed easterly right-of-way cutback line of State Highway 195 (SH 195) (right-of-way width varies) and said County Road 143, lays at the terminus of a curve to the left, having a radius of 2794.79 feet, a central angle of $03^{\circ}50'37''$, a chord which bears $S\ 54^{\circ}59'29''\ W$, a distance of 187.45 feet, with an arc length of 187.48 feet;

- 1) THENCE, with the proposed curving right-of-way line of said County Road 143, through the interior of the remainder of said 284.03 acre tract, along a curve to the right, having a radius of 2794.79 feet, a central angle of $00^{\circ}06'14''$, a chord which bears $N\ 56^{\circ}57'54''\ E$, a distance of 5.06 feet, with an arc length of 5.06 feet, for the northeast corner of the herein described tract, and from which a TXDOT Type II monument found in the proposed right-of-way line of said County Road 143, lays at the terminus of a curve to the right, having a radius of 2794.79 feet, a central angle of $11^{\circ}34'53''$, a chord which bears $N\ 62^{\circ}48'27''\ E$, a distance of 563.95 feet, with an arc length of 564.91 feet;

THENCE, departing the proposed southerly right-of-way line of said County Road 143, through the interior of the remainder of said 284.03 acre tract following (3) three courses:

- 2) $S\ 24^{\circ}02'42''\ E$ for a distance of 45.36 feet to a calculated point, for the southeast corner of the herein described tract;
- 3) $S\ 65^{\circ}57'18''\ W$ for a distance of 5.00 feet to a calculated point, for the southwest corner of the herein described tract;
- 4) $N\ 24^{\circ}02'42''\ W$ for a distance of 44.57 feet to the POINT OF BEGINNING, containing 0.005 acres (225 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify 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 under my direction and supervision.

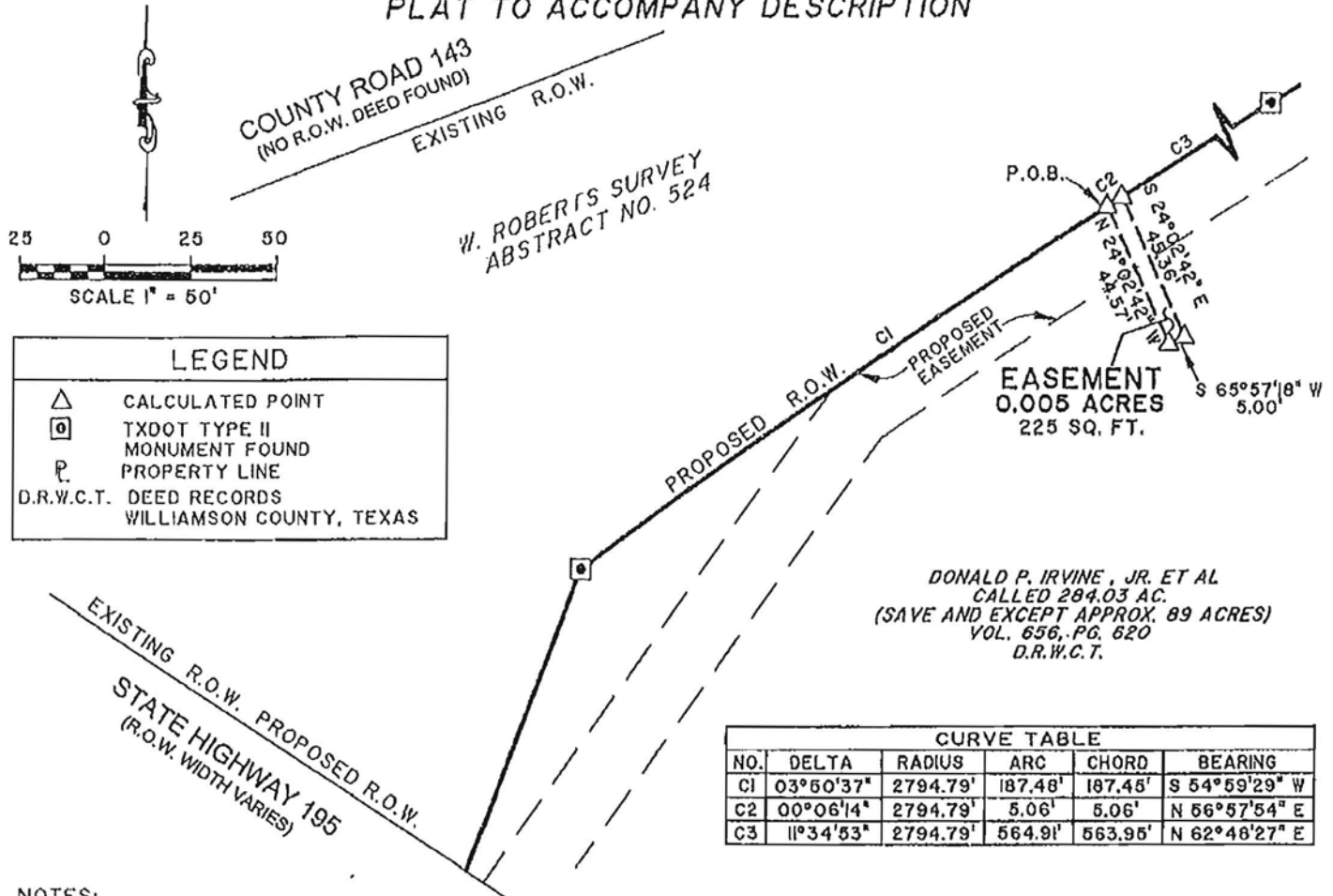
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 24 SEP 2010
 M. Stephen Truesdale Date
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, L.P.
 1504 Chisholm Trail Road Suite 103
 Round Rock, TX 78681
 512-238-1200



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION



NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.0000
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.
- 3) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.

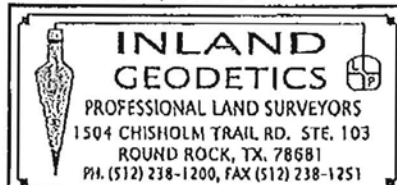
STATE OF TEXAS
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 24 SEP 2010

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681



DONALD P. IRVINE JR., ET AL
0.005 ACRES
225 SQUARE FEET

Parcel 118
CSJ: 0440-02-012



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

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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, YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, A TESTAMENTARY TRUST CREATED IN THE WILL OF DONALD PATTERSON IRVINE, JR., ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG, AND ANGELA IRVINE, 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, have this day Sold and by these presents do 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 1.926 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 118); and

All right of ingress and egress and the right of direct access to and from the remaining property of Grantor to SH 195 along the right of way line of said highway as more fully described by linear metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 118AC).

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.

Access is prohibited across the control of access line to the transportation facility from the adjoining property as shown on the plat which accompanies the metes and bounds description in Exhibit "A", and as described by linear metes and bounds and as shown on the plat in Exhibit "B".


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 Grantors do hereby bind ourselves, our heirs, executors, administrators, 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 Grantors, but not otherwise.


This deed is being delivered in lieu of condemnation.


IN WITNESS WHEREOF, this instrument is executed on this the 16 day of October, 2010.

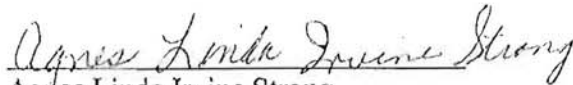
[signature page follows]


GRANTOR:


Yvonne Denise Newman, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.


Lawrence Mark Irvine, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.


Anne Louise Irvine Bradford


Agnes Linda Irvine Strong


Angela Irvine

ACKNOWLEDGMENT

STATE OF Texas

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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 19th day of October, 2010 by Yvonne Denise Newman, in the capacity and for the purposes and consideration recited herein.



Linda L. Manning
Notary Public, State of Texas

STATE OF Texas

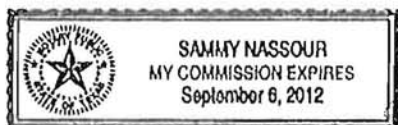
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Lawrence Mark Irvine, in the capacity and for the purposes and consideration recited herein.



Sammy Nassour
Notary Public, State of Texas

STATE OF Texas

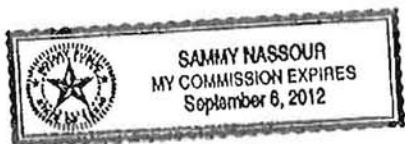
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 25th day of Oct, 2010 by Anne Louise Irvine Bradford, in the capacity and for the purposes and consideration recited herein.



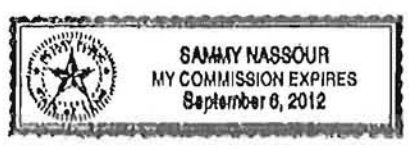
Sammy Nassour
Notary Public, State of Texas


STATE OF Texas

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 25th day of Oct., 2010 by Agnes Linda Irvine Strong, in the capacity and for the purposes and consideration recited herein.



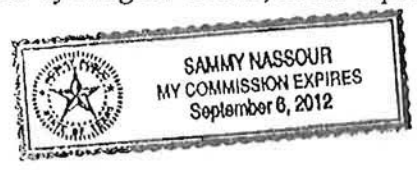

Notary Public, State of Texas


STATE OF Texas

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Angela Irvine, 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:



WATER LINE EASEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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DATE: 10/16, 2010

GRANTOR: YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, A TESTAMENTARY TRUST CREATED IN THE WILL OF DONALD PATTERSON IRVINE, JR., ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG, AND ANGELA IRVINE

GRANTOR'S MAILING ADDRESS: 3500 CR 234
Georgetown TX 78633

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.

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 begins construction of the initial authorized improvements in the Water Line Easement.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.5308 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, 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 118WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.8001 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly as shown on the sketch attached to Exhibit A, 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.

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 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 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. 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 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 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) 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.

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, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other 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 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.

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 16 day
of October, 2010.

GRANTOR:

Yvonne Newman
Yvonne Denise Newman, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Lawrence Mark Irvine
Lawrence Mark Irvine, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Anne Louise Irvine Bradford
Anne Louise Irvine Bradford

Agnes Linda Irvine Strong
Agnes Linda Irvine Strong

Angela Irvine
Angela Irvine

ACKNOWLEDGMENT

STATE OF Texas

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of October, 2010 by Yvonne Denise Newman, in the capacity and for the purposes and consideration recited herein.



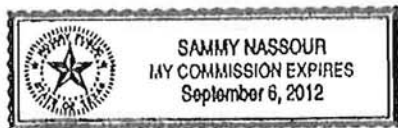
Linda L. Manning
Notary Public, State of Texas

STATE OF Texas

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Lawrence Mark Irvine, in the capacity and for the purposes and consideration recited herein.



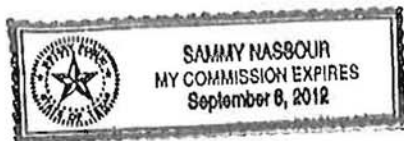
Sammy Nassour
Notary Public, State of Texas

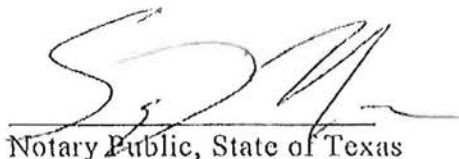
STATE OF Texas

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of Oct, 2010 by Anne Louise Irvine Bradford, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

STATE OF Texas

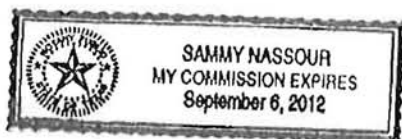
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 25th day of Oct, 2010 by Agnes Linda Irvine Strong, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

STATE OF Texas

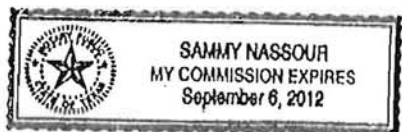
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COUNTY OF Williamson

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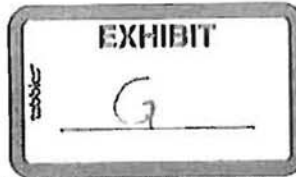
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This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Angela Irvine, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

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



ELECTRIC UTILITY EASEMENT

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

THAT YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, A TESTAMENTARY TRUST CREATED IN THE WILL OF DONALD PATTERSON IRVINE, JR., ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG, AND ANGELA IRVINE, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.005 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 118EE).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

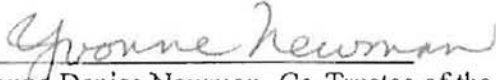
TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.


And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

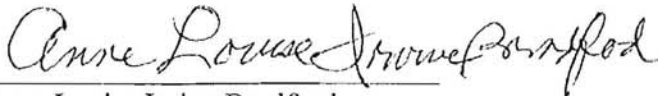
WITNESS our hands this 16 day of October, 2010.

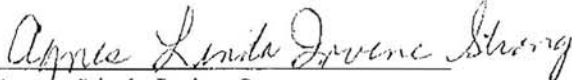
[signature page follows]

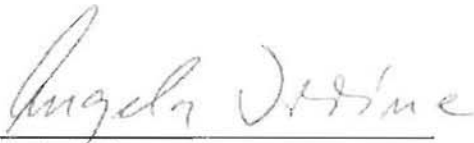
GRANTOR:


Yvonne Denise Newman, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.


Lawrence Mark Irvine, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.


Anne Louise Irvine Bradford


Agnes Linda Irvine Strong


Angela Irvine

ACKNOWLEDGMENT

STATE OF Texas

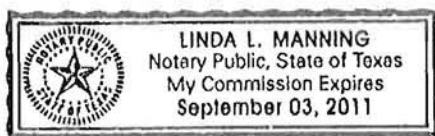
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 19th day of October, 2010 by Yvonne Denise Newman, in the capacity and for the purposes and consideration recited herein.



Linda L. Manning
Notary Public, State of Texas

STATE OF Texas

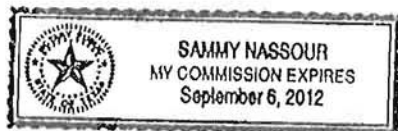
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Lawrence Mark Irvine, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas

STATE OF Texas

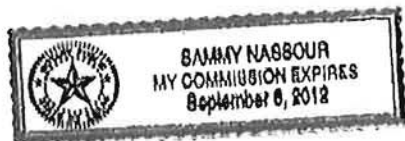
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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 25th day of Oct, 2010 by Anne Louise Irvine Bradford, in the capacity and for the purposes and consideration recited herein.

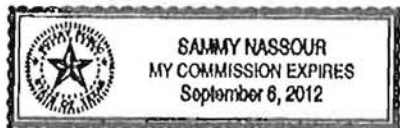


[Signature]
Notary Public, State of Texas

STATE OF Texas
COUNTY OF Williamson

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This instrument was acknowledged before me on this the 25th day of Oct, 2010 by Agnes Linda Irvine Strong, in the capacity and for the purposes and consideration recited herein.

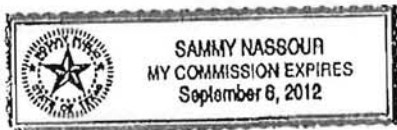


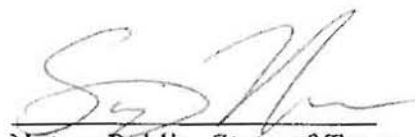

Notary Public, State of Texas

STATE OF Texas
COUNTY OF Williamson

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This instrument was acknowledged before me on this the 16th day of Oct, 2010 by Angela Irvine, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

After recording return to: