

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FOY EUGENE HAYDON and BARBARA K. HAYDON, (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 14.94 acre tract of land, more or less, situated in the M. Wells Survey, Abstract No. 646 and the Washington Reese Survey, Abstract No. 523, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 56 Part 1); and

All of that certain 5.821 acre tract of land, more or less, situated in the M. Wells Survey, Abstract No. 646 and the Washington Reese Survey, Abstract No. 523, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 56 Part 2); and

Drainage Easement interest in and across of that certain 2.936 acre, more or less, situated in the M. Wells Survey, Abstract No. 646 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (56 Part 1E); and

Temporary Construction Easement interest in and across of that certain 1.199 acre, more or less, situated in the Washington Reese Survey, Abstract No. 523 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (56 Part 1TE)

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 Exhibits "A-B", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of ONE HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED EIGHTY FIVE and 00/100 Dollars (\$185,485.00).

2.01.1 As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller, Purchaser shall pay the amount of NINETY FOUR THOUSAND THREE HUNDRED THIRTY ONE and 00/100 Dollars (\$94,331.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 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.

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 Georgetown Title Company on or before November 30, 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 a duly executed and acknowledged Drainage Easement conveying such interest in the Property described in Exhibit "C", and deliver a duly executed and acknowledged Temporary Construction Easement conveying such interest in 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 drainage easement shall be in the form as shown in Exhibit "F" attached hereto. The temporary construction 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 Purchaser's favor in the full amount of the purchase price, insuring Grantee's fee simple and/or easement interests in and 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 and additional compensation.

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

SELLER:

Road access to Haydon's home will be continued throughout construction. The water and sewer to be extended under the road from the west side of Hwy 195 to the east side of Hwy to serve Haydon's existing home.

Foy Eugene Haydon
Foy Eugene Haydon

Address: Po Box 494

Florence TX 76527

Date: 11-4-10

Barbara K Haydon

Barbara K. Haydon

Date: 11-4-10

Address: PO Box 494
Florence, TX 76527

PURCHASER:

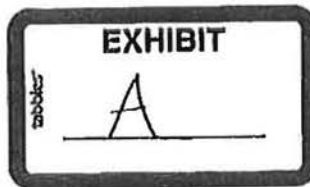
COUNTY OF WILLIAMSON

By:

Dan A. Gattis, County Judge

Date: 11-9-2-1

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County
Line
ROW CSJ: 0440-01-037

Property Description
for Parcel 56 Part 1

BEING a 14.94 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646 and the Washington Reese Survey, Abstract 523 and being part of a tract of land described as 105.0 acres conveyed from Foy B. Haydon and wife, Katherine M. Haydon, to Foy Eugene Haydon and wife, Barbara K. Haydon, by deed dated November 4, 1975 and recorded in Volume 620, Page 932 of the Williamson County Deed Records and also being part of a tract of land described as 173.399 acres conveyed from Foy B. Haydon and wife, Katherine Haydon, to Foy Eugene Haydon by deed dated October 26, 1983 and recorded in Volume 952, Page 485 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 764.11 feet right of Proposed Baseline Station 1091+93.21, for the northwest corner of said 105.0 acre tract and the southwest corner of a tract of land described as 62.28 acres conveyed from Sara Alice Gower, Independent Executor of the Estate of Bennie Gower, Deceased, pursuant to the Last Will and Testament of Bennie Gower, Deceased, as admitted to probate under Cause No. 99-16755-CPI, County Court of Williamson County, Texas to Sara Alice Gower by deed dated July 11, 2001 and recorded in Document No. 2001050985 of the Williamson County Deed Records;

THENCE North 69° 03' 09" East a distance of 610.32 feet, along the north line of said 105.0 acre tract and the south line of said 62.28 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 159.77 feet right of Proposed Baseline Station 1092+79.64, for the POINT OF BEGINNING;

- (1) THENCE North 69° 03' 09" East a distance of 448.23 feet, along the north line of said 105.0 acre tract and the south line of said 62.28 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 284.61 feet left of Proposed Baseline Station 1093+37.67;
- (2) THENCE South 12° 36' 06" East a distance of 805.58 feet, along the proposed east right-of-way line of State Highway 195, the proposed west right-of-way line of an access road, and a Control of Access line, crossing said 105.0 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet left of Proposed Baseline Station 1101+00.00, for the beginning of a curve to the right;

- (3) THENCE southeasterly a distance of 1587.89 feet, crossing said 105.0 acre tract and into said 173.99 acre tract, along the proposed east right-of-way line of said State Highway 195, the proposed west right-of-way line of said access road, said Control of Access line, and the arc of said curve to the right, having a central angle of $15^{\circ} 33' 11''$, a radius of 5,849.58 feet, a chord bearing of South $12^{\circ} 46' 40''$ East, and a chord distance of 1583.02 feet, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 120.00 feet left of Proposed Baseline Station 1116+55.32;
- (4) THENCE South $68^{\circ} 58' 55''$ West a distance of 257.82 feet, along the south line of said 173.399 acre tract and the north line of a tract of land described as 455.719 acres conveyed from David M. Patten to Bill G. Kernnitz by deed dated February 24, 1995 and recorded in Volume 2683, Page 30, "Exhibit A" of the Williamson County Deed Records, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 127.36 feet right of Proposed Baseline Station 1117+28.08;
- (5) THENCE North $09^{\circ} 53' 29''$ West a distance of 27.57 feet, along the proposed west right-of-way line of said State Highway 195 and a Control of Access line, crossing said 173.399 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 130.00 feet right of Proposed Baseline Station 1117+00.00;
- (6) THENCE North $05^{\circ} 03' 15''$ West a distance of 97.73 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 173.399 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 130.00 feet right of Proposed Baseline Station 1116+00.00;
- (7) THENCE North $00^{\circ} 13' 17''$ West a distance of 98.33 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 173.399 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet right of Proposed Baseline Station 1115+00.00, for the beginning of a curve to the left;
- (8) THENCE northwesterly a distance of 1076.96 feet, crossing said 173.399 acre tract and said 105.0 acre tract, along the proposed west right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the left, having a central angle of $10^{\circ} 59' 60''$, a radius of 5,609.58 feet, a chord bearing of North $12^{\circ} 03' 16''$ West, and a chord distance of 1075.31 feet to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet right of Proposed Baseline Station 1104+00.00,
- (9) THENCE North $20^{\circ} 03' 15''$ West a distance of 489.37 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 105.0 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet right of Proposed Baseline Station 1099+00.00;


- (10) THENCE North 29° 24' 44" West, passing at a distance of 464.83 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 156.36 feet right of Proposed Baseline Station 1094+25.00, and continuing for a total distance of 606.21 feet, along the proposed west-right-of-way line of said State Highway 195 and said Control of Access line, crossing said 105.0 acre tract, to the POINT OF BEGINNING and containing 14.94 acres of land

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

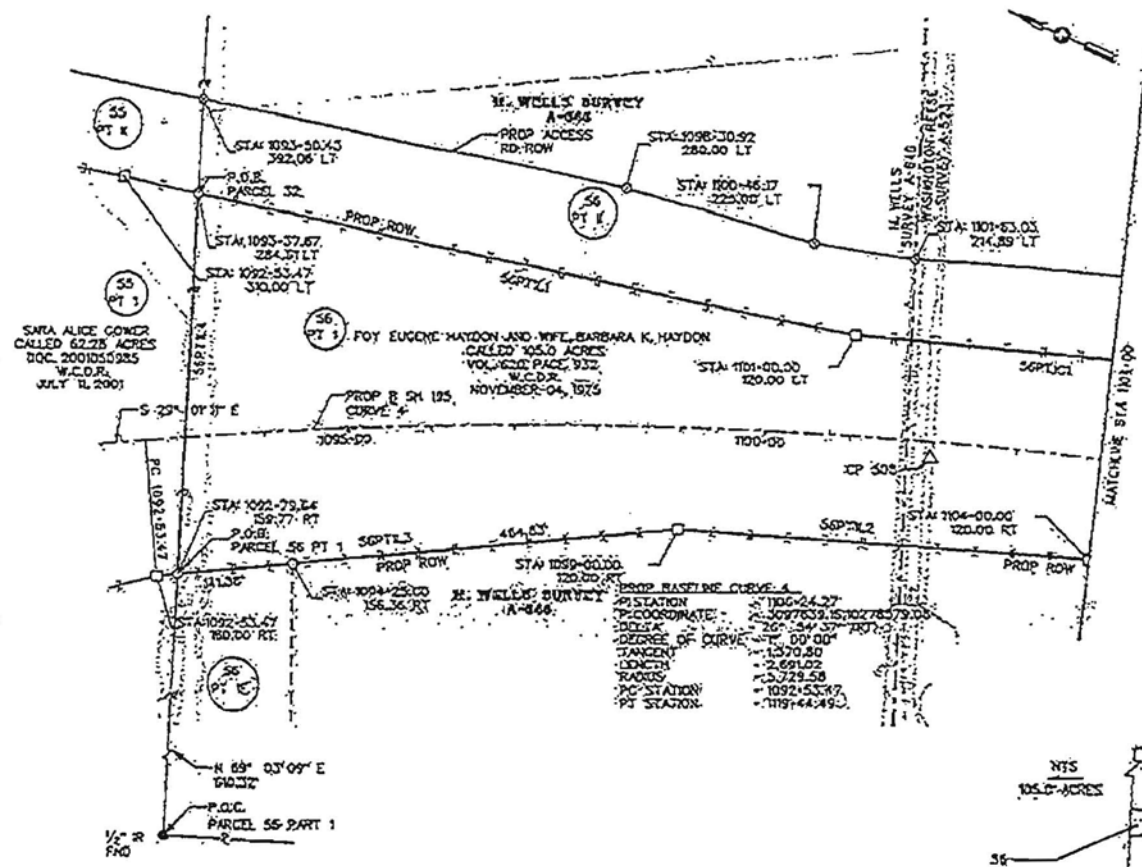
A plat of even survey date herewith accompanies this property description.

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

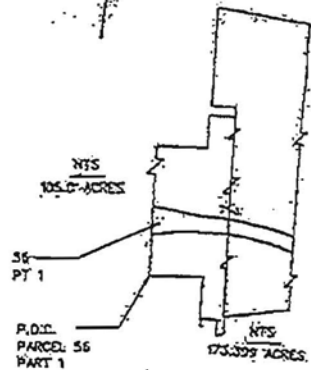


Scott Morris, Registered Professional Land Surveyor, No. 5076
Date: 10-11-2007





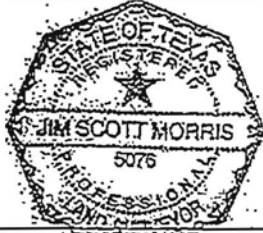
NOTE:
ALL BEARINGS AND CO-
ORDINATE PLANE COORDINATE
1983 ADJUSTMENT. ALL
SHOWN ARE SURFACE
VALUES BY APPLYING
1.000120.



EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE
278.399	PARCEL 56 PT 1 TOOK 5.821 AC	197.40
		LEFT: 197.40
		RIGHT: 60.22

PARCEL	LINE NO.	BEARING	DISTANCE
55, PT 1	56PT1.1	S 10° 36' 06" E	805.38
	56PT1.2	N 20° 03' 15" W	489.37
	56PT1.3	N 29° 24' 44" W	606.21
	56PT1.4	N 29° 03' 09" E	448.53
	56PT1.5	S 88° 58' 55" W	257.62
	56PT1.6	N 09° 53' 29" W	22.02
	56PT1.7	N 05° 03' 15" W	97.73
	56PT1.8	N 05° 13' 12" W	58.33

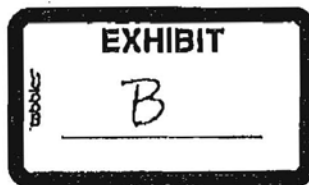
PARCEL	CURVE	RADIUS	LENGTH	DELTA	CHORD BEG.	CHORD
56, PT 1	56PT1.1	5,849.58	1,567.89	19° 33' 11"	S 12° 44' 40" E	3,583.02
	56PT1.2	5,602.56	1,075.36	11° 00' 00"	N 12° 03' 15" W	3,075.31
	56PT1.3	100.00	100.00	90° 00' 00"	N 09° 53' 29" W	100.00



Signature
10-11-2007



STATE HIGHWAY
6810 LEE
SCALE 1"=200'



County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County Line
ROW CSJ: 0440-01-037

Property Description
for Parcel 56 Part II

BEING a 5.821 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646 and the Washington Reese Survey, Abstract 523 and being part of a tract of land described as 105.0 acres conveyed from Foy B. Haydon and wife, Katherine M. Haydon, to Foy Eugene Haydon and wife, Barbara K. Haydon, by deed dated November 4, 1975 and recorded in Volume 620, Page 932 of the Williamson County Deed Records and also being a part of a tract of land described as 173.399 acres conveyed from Foy B. Haydon and wife, Katherine Haydon, to Foy Eugene Haydon by deed dated October 26, 1983 and recorded in Volume 952, Page 485 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 764.11 feet right of Proposed Baseline Station 1091+93.21, for the northwest corner of said 105.0 acre tract, and the southwest corner of a tract of land described as 62.28 acres conveyed from Sara Alice Gower, Independent Executor of the Estate of Bennie Gower, Deceased, pursuant to the Last Will and Testament of Bennie Gower, Deceased, as admitted to probate under Cause No. 99-16755-CPI, County Court of Williamson County, Texas to Sara Alice Gower by deed dated July 11, 2001 and recorded in Document No. 2001050985 of the Williamson County Deed Records;

THENCE North 69° 03' 09" East, passing at a distance of 610.32 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 159.77 feet right of Proposed Baseline Station 1092+79.64, and continuing for a total distance of 1,058.55 feet, along the north line of said 105.0 acre tract and the south line of said 62.28 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 284.61 feet left of Proposed Baseline Station 1093+37.67, for the POINT OF BEGINNING;

- (1) THENCE North 69° 03' 09" East a distance of 108.30 feet, along the north line of said 105.0 acre tract and the south line of said 62.28 acre tract, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 392.06 feet left of Proposed Baseline Station 1093+50.43;
- (2) THENCE South 13° 13' 51" East a distance of 520.70 feet, along the proposed east right-of-way line of an access road and crossing said 105.0 acre tract, to a set 5/8 inch iron rod

with a yellow plastic cap marked "RODS SURVEYING, INC.", being 280.00 feet left of Proposed Baseline Station 1098+30.92;

- (3) THENCE South $08^{\circ} 25' 07''$ East a distance of 231.35 feet, along the proposed east right-of-way line of said access road and crossing said 105.0 acre tract, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 225.00 feet left of Proposed Baseline Station 1100+46.17;
- (4) THENCE South $15^{\circ} 44' 45''$ East a distance of 121.76 feet, along the proposed east right-of-way line of said access road and crossing said 105.0 acre tract, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 214.89 feet left of Proposed Baseline Station 1101+63.03, for the beginning of a curve to the right;
- (5) THENCE southeasterly a distance of 1518.44 feet, crossing said 105.0 acre tract and said 173.99 acre tract, along the proposed east right-of-way line of said access road and the arc of said curve to the right, having a central angle of $15^{\circ} 02' 24''$, a radius of 5,784.58 feet, a chord bearing of South $13^{\circ} 20' 39''$ East, and a chord distance of 1514.08 feet, to a set 5/8 inch iron rod with yellow plastic cap marked "RODS SURVEYING, INC.", being 234.18 feet left of Proposed Baseline Station 1116+23.85;
- (6) THENCE South $68^{\circ} 58' 55''$ West a distance of 118.70 feet, along the south line of a said 173.399 acre, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 120.00 feet left of Proposed Baseline Station 1116+55.32;
- (7) THENCE northwesterly a distance of 1587.89 feet, crossing said 105.0 acre tract and 173.99 acre tract, along the proposed east right-of-way line of State Highway 195, the proposed west right-of-way line of said access road, a Control of Access line, and the arc of a curve to the left, having a central angle of $15^{\circ} 33' 11''$, a radius of 5,849.58 feet, a chord bearing of North $12^{\circ} 46' 40''$ West, and a chord distance of 1583.02 feet, to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet left of Proposed Baseline Station 1101+00.00;

- (8) THENCE North 12° 36' 06" West 805.58 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west right-of-way line of said access road, and said Control of Access line, crossing said 105.0 acre tract, to the POINT OF BEGINNING and containing 5.821 acres of land.

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

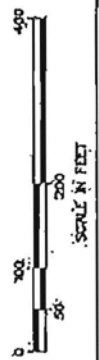
A plat of even survey date herewith accompanies this property description.

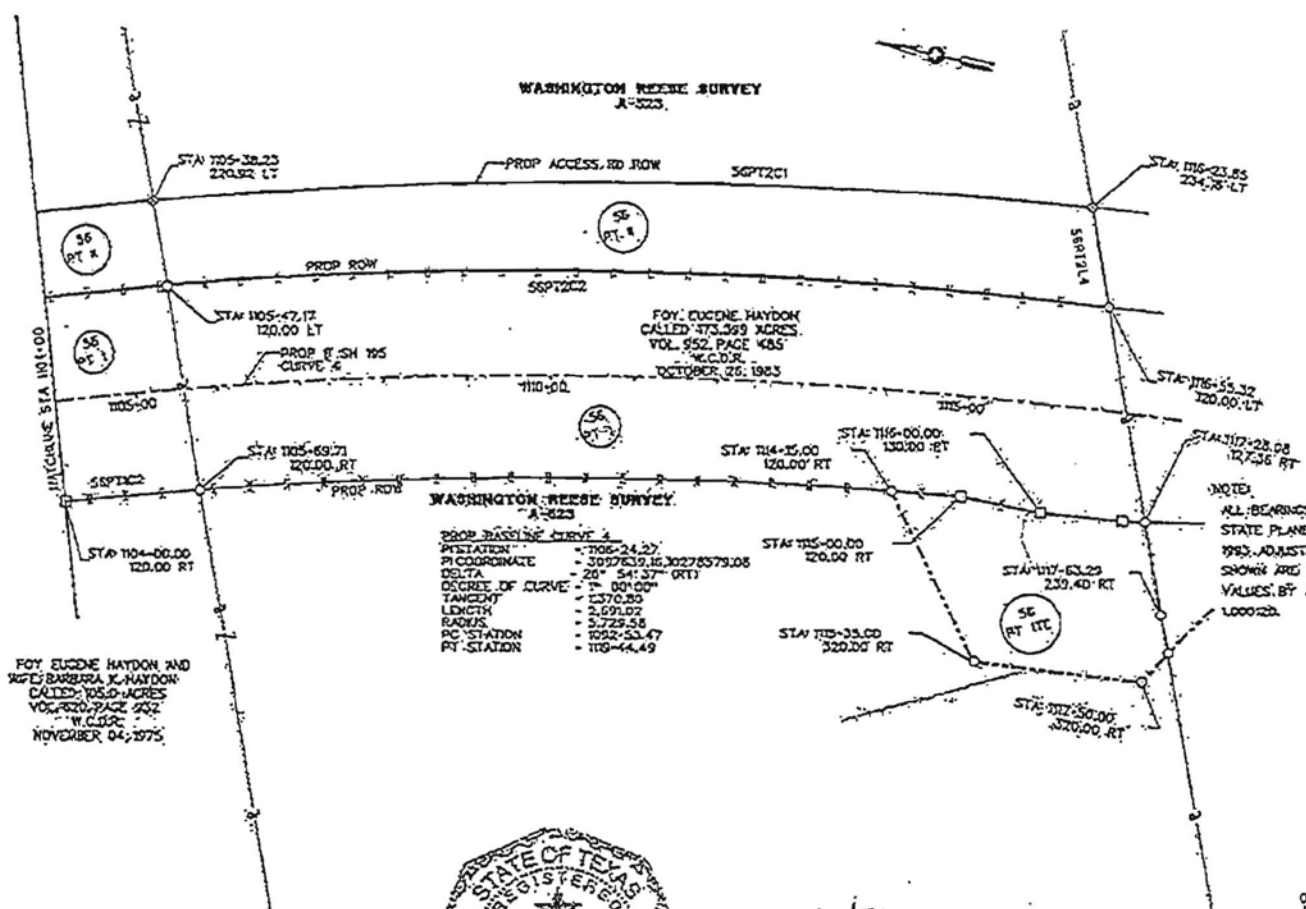
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77979
Phone (281) 379-6388

 10-11-2007

Scott Morris, Registered Professional Land Surveyor, No. 5076 Date







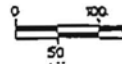
FOY EUGENE HAYDON AND
WIFE BARBARA K. HAYDON
DATED: 1950-06-08
VOL. 102, PAGE 485
W.C. 102
NOVEMBER 04, 1975

WASHINGTON REESE SURVEY
A-3223
PROP. E. SH 195
CURVE 4
STATIONING: STA 105-42.12 120.00 LT
STA 105-69.71 120.00 RT
STA 104-00.00 120.00 RT
STA 105-00.00 120.00 RT
STA 104-15.00 120.00 RT
STA 105-00.00 120.00 RT
STA 105-33.00 120.00 RT
STA 106-00.00 120.00 RT
STA 106-23.85 120.00 LT
STA 106-55.32 120.00 LT
STA 107-22.08 120.00 RT
STA 107-63.29 120.00 RT
STA 107-50.00 120.00 RT



Handwritten signature and date:
10-11-2004

NOTE:
ALL BEARINGS AND COORDINATES
STATE PLANE COORDINATE SYSTEM
1983 ADJUSTMENT. ALL DISTANCES
SHOWN ARE SURFACE AND HAVE
VALUES BY APPLYING A CORRECTION
1.00022.



RIGHT OF WAY
SHOWN
PARC
STATE HIGHWAY 19
ROAD
-650 LEE ROAD
SCALE: 1"=200'

Surveyed by: [illegible]
Date: [illegible]
Scale: [illegible]



County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County Line
ROW CSJ: 0440-01-037

Property Description
for Easement 56 Part 1E

BEING a 2.936 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646 and being part of a tract of land described as 105.0 acres conveyed from Foy B. Haydon and wife, Katherine M. Haydon, to Foy Eugene Haydon and wife, Barbara K. Haydon, by deed dated November 4, 1975 and recorded in Volume 620, Page 932 of the Williamson County Deed Records.

BEGINNING at a found 1/2 inch iron rod, being 764.11 feet right of Proposed Baseline Station 1091+93.21, for the northwest corner of said 105.0 acre tract and the southwest corner of a tract of land described as 62.28 acres conveyed from Sara Alice Gower, Independent Executor of the Estate of Bennie Gower, Deceased, pursuant of the Last Will and Testament of Bennie Gower, Deceased, as admitted to probate under Cause No. 99-16755-CPI, County Court of Williamson County, Texas to Sara Alice Gower by deed dated July 11, 2001 and recorded in Document No. 2001050985 of the Williamson County Deed Records;

- (1) THENCE North 69° 03' 09" East a distance of 610.32 feet, along the proposed north line of a drainage easement, the north line of said 105.0 acre tract, and the south line of said 62.28 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 159.77 feet right of Proposed Baseline Station 1092+79.64, on the proposed west right-of-way line of State Highway 195;
- (2) THENCE South 29° 24' 44" East a distance of 141.38 feet, along the proposed east line of said drainage easement and the proposed west right-of-way line of said State Highway 195, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 156.36 feet right of Proposed Baseline Station 1094+25.00;
- (3) THENCE South 66° 21' 59" West a distance of 259.19 feet, along the proposed south line of said drainage easement and crossing said 105.0 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 415.00 feet right of Proposed Baseline Station 1094+07.11;

- (4) THENCE South $45^{\circ} 23' 25''$ West a distance of 277.99 feet, along the proposed south line of said drainage easement and crossing said 105.0-acre tract, to a set $5/8$ inch iron rod with a Texas Department of Transportation aluminum cap, being 680.00 feet right of Proposed Baseline Station 1095+00.00;
- (5) THENCE South $15^{\circ} 08' 08''$ West a distance of 184.30 feet, along the proposed south line of said drainage easement and crossing said 105.0-acre tract, to a set $5/8$ inch iron rod with a Texas Department of Transportation aluminum cap, being 800.65 feet right of Proposed Baseline Station 1096+60.00;
- (6) THENCE North $22^{\circ} 17' 01''$ West a distance of 406.46 feet, along the proposed west line of said drainage easement, the west line of said 105.0-acre tract, and the east line of a tract of land described as 14.99 acres conveyed from Patrick M. O'Connor and wife, Ada B. O'Connor, to Kent Turner and wife, Tracey Turner, by deed dated August 23, 2001 and recorded in Document No. 2001063639, "Tract 1" of the Williamson County Deed Records, to a found $1/2$ inch iron rod;
- (7) THENCE North $17^{\circ} 04' 56''$ West a distance of 6.16 feet, along the proposed west line of a drainage easement and the west line of said 105.0-acre tract, to the POINT OF BEGINNING and containing 2.936 acres of land,

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

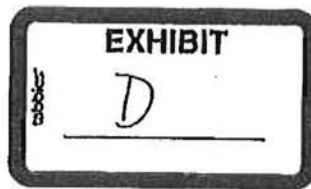
Surveyed by:
 RODS Surveying, Inc.
 6810 Leo Road, Spring, Texas 77379
 Phone (281) 379-6388

Jim Scott Morris *10-11-2007*

 Scott Morris, Registered Professional Land Surveyor, No. 5076 Date



PARCEL	LINE NO.	LAT. & LONG. TABLE		BEARING	DISTANCE
		N 17° 04' 52" W	625		
50 PT. E	56PT. G	N 69° 03' 09" E	670.32		
	56PT. L2	S 23° 24' 44" E	41.50		
	56PT. L3	S 68° 27' 59" W	229.80		
	56PT. L4	S 45° 23' 25" W	277.69		
	56PT. L5	S 5° 05' 08" W	194.35		
	56PT. L6	N 23° 17' 01" W	106.45		



County: Williamson
Highway: SH 195
Limits: From 0.830 mile south of Bell County Line to 6.903 miles south of Bell County
Line
ROW CSJ: 0440-01-037

Property Description
for Easement 56 Part 1TB

BEING a 1.199 acre parcel of land located in Williamson County, Texas, situated in the Washington Reese Survey, Abstract 523, and being part of a tract of land described as 173.399 acres conveyed from Foy E. Haydon and wife, Katherine Haydon, to Foy Eugene Haydon by deed dated October 26, 1983 and recorded in Volume 952, Page 485 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 1,176.73 feet right of Proposed Baseline Station 1121+01.34, for the southwest corner of said 173.399 acre tract and an interior corner of a tract of land described as 455.719 acres conveyed from David M. Patten to Bill G. Kemnitz by deed dated February 24, 1995 and recorded in Volume 2683, Page 30, "Exhibit A" of the Williamson County Deed Records;

THENCE North 68° 25' 04" East a distance of 944.66 feet, along the north line of said 455.719 acre tract and the south line of said 173.399 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 283.82 feet right of Proposed Baseline Station 1117+78.17, for the POINT OF BEGINNING;

- (1) THENCE North 57° 30' 11" West a distance of 44.96 feet, along the proposed west line of a construction easement and crossing said 173.399 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 320.00 feet right of Proposed Baseline Station 1117+50.00;
- (2) THENCE North 05° 07' 48" West a distance of 202.98 feet, along the proposed west line of said construction easement and crossing said 173.399 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 320.00 feet right of Proposed Baseline Station 1115+35.00;
- (3) THENCE North 53° 12' 43" East a distance of 230.89 feet, along the proposed north line of said construction easement and crossing said 173.399 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 120.00 feet right of Proposed Baseline Station 1114+15.00, on the proposed west right-of-way line of State Highway 195;

- (4) THENCE southeasterly a distance of 83.22 feet, along the proposed east line of said construction easement, the proposed west right-of-way line of said State Highway 195, and along the arc of a curve to the right, having a central angle of $00^{\circ} 51' 00''$, a radius of 5,609.58 feet, a chord bearing of South $06^{\circ} 58' 46''$ East, and a chord distance of 83.22 feet, to a set Texas Department of Transportation Type II concrete monument, being 120.00 feet right of Proposed Baseline Station 1115+00.00, for the end of said curve to the right;
- (5) THENCE South $00^{\circ} 13' 17''$ East a distance of 98.33 feet, along the proposed east line of said construction easement and the proposed west right-of-way line of said State Highway 195, to a set Texas Department of Transportation Type II concrete monument, being 130.00 feet right of Proposed Baseline Station 1116+00.00;
- (6) THENCE South $05^{\circ} 03' 15''$ East a distance of 97.73 feet, along the proposed east line of said construction easement and the proposed west right-of-way line of said State Highway 195, to a set Texas Department of Transportation Type II concrete monument, being 130.00 feet right of Proposed Baseline Station 1117+00.00;
- (7) THENCE South $09^{\circ} 53' 29''$ East a distance of 27.57 feet, along the proposed east line of said construction easement and the proposed west right-of-way line of said State Highway 195, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 127.36 feet right of Proposed Baseline Station 1117+28.08, on the north line of said 455.719 acre tract and the south line of said 173.399 acre tract;
- (8) THENCE South $68^{\circ} 58' 55''$ West a distance of 117.11 feet, along the proposed south line of said construction easement, the north line of said 455.719, and the south line of said 173.399 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 239.40 feet right of Proposed Baseline Station 1117+63.29;

- (9) THENCE South 68° 25' 04" West a distance of 46.63 feet, along the proposed south line of said construction easement, the north line of said 455.719, and the south line of said 173.399-acre tract, to the POINT OF BEGINNING and containing 1.199 acres of land;

All bearings and distances are based on the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All distances are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey data herewith accompanies this property description.

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

Scott Morris

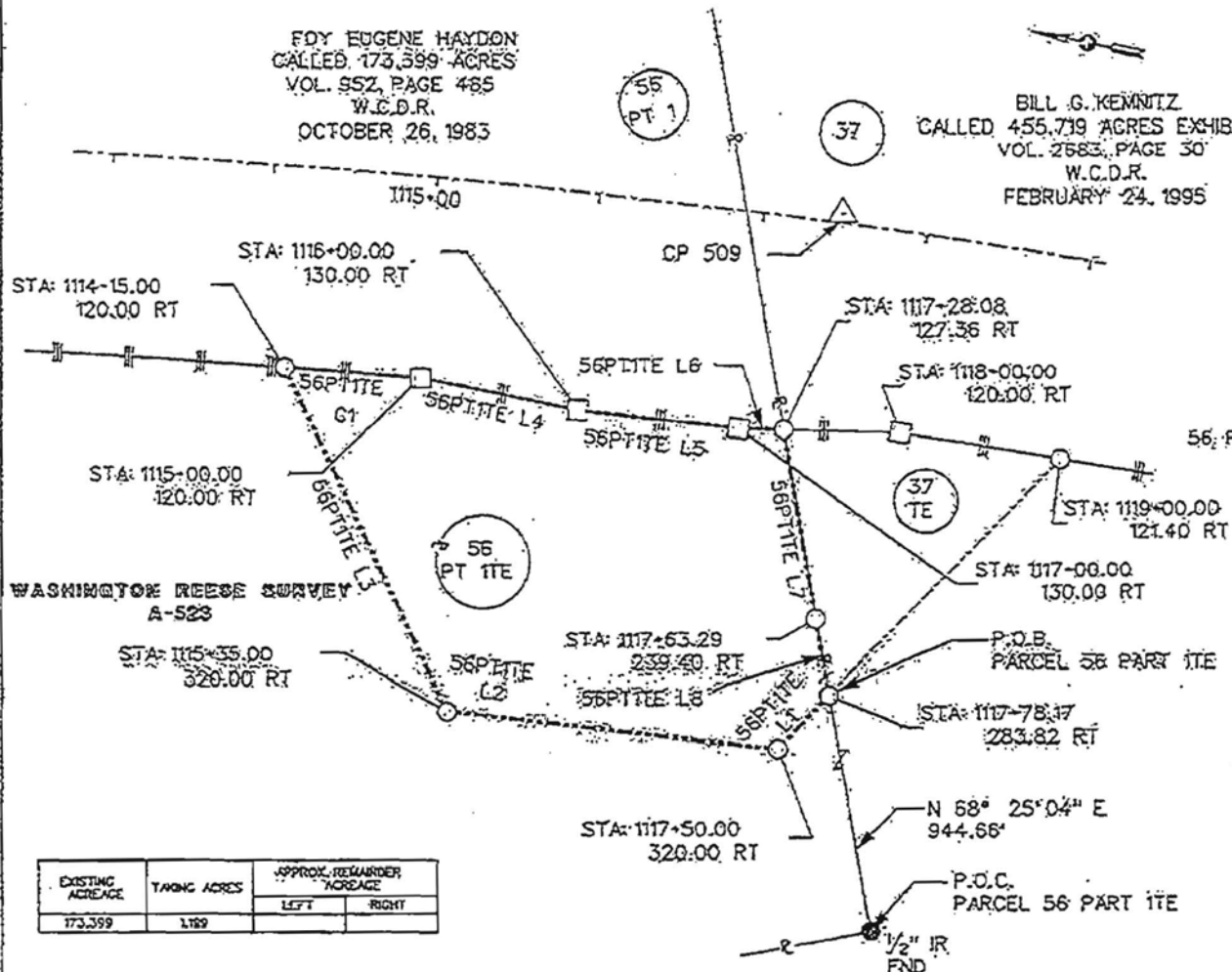
10-11-2007

Scott Morris, Registered Professional Land Surveyor, No. 5076

Date



BILL G. KEMNITZ
CALLED 455.719 AGRES EXHIBIT A
VOL. 2583, PAGE 30
W.C.D.R.
FEBRUARY 24, 1995



EXISTING ACREAGE	TAXING ACRES	APPROX. REMAINDER, "ACREAGE"	
		LEFT	RIGHT
173.399	2.189		

LINE TABLE.	
PARCEL	LINE NO. BEARING DISTANCE
56 RT 17E	56PRTTLE L1 N 55° 30' 11" W 202.28
	56PRTTLE L2 N 25° 07' 45" E 202.28
	56PRTTLE L3 N 53° 53' 43" E 220.89
	56PRTTLE L4 S 00° 19' 11" E 98.33
	56PRTTLE L5 S 05° 00' 15" E 97.73
	56PRTTLE L6 S 09° 33' 28" E 27.57
	56PRTTLE L7 S 66° 35' 37" W 112.12
	56PRTTLE L8 S 68° 25' 04" W 466.63

CURVE TABLE						
PARCEL	CURVE	RADIUS	LENGTH	DELTA	CHORD BEG	CHORD
36.93	THE HOSPITAL	5,809.58	83.22	00° 37' 00"	S. 08° 58' 40" E	83.22

NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,
1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID
VALUES BY APPLYING A CORNER ADJUSTMENT FACTOR OF
1.000120.





SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

§

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, FOY EUGENE HAYDON and BARBARA K. HAYDON, 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 ("the Property"):

All of that certain 14.94 acre tract of land, more or less, situated in the M. Wells Survey, Abstract No. 646 and the Washington Reese Survey, Abstract No. 523, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 56 Part 1); and

All of that certain 5.821 acre tract of land, more or less, situated in the M. Wells Survey, Abstract No. 646 and the Washington Reese Survey, Abstract No. 523, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 56 Part 2)

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.

Grantor reserves all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waives 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.

Grantor reserves the right to install or construct sleeves or casings to allow utility lines to cross the Property granted herein in order to connect services between Grantor's remaining property, provided (1) crossings are made at not less than approximate 45° angle to the roadway facilities; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of Grantee's roadway facilities constructed upon the Property, as reasonably determined by Grantee.

Access is prohibited across the control of access lines to the transportation facility from the adjoining property as shown on the plats which accompany the metes and bounds descriptions in Exhibits "A-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 ____ day of _____, 2010.

GRANTOR:

Foy Eugene Haydon

Barbara K. Haydon

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____,
2010 by Foy Eugene Haydon, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____,
2010 by Barbara K. Haydon, 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:



DRAINAGE EASEMENT

State Highway 195

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

That FOY EUGENE HAYDON and BARBARA K. HAYDON, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by THE STATE OF TEXAS, acting by and through the Texas Transportation Commission, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 2,936 acre tract of land, more or less, being out of the M. Wells Survey, Abstract No. 646, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 56, part 1E).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the future within the premises covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2010.

GRANTOR:

Foy Eugene Haydon

Barbara K. Haydon

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

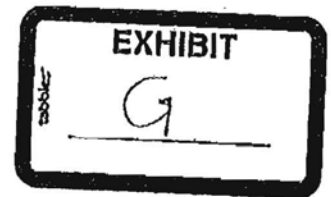
COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Foy Eugene Haydon and Barbara K. Haydon, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

**TEMPORARY CONSTRUCTION EASEMENT
SH 195 Improvement Project**



KNOW ALL MEN BY THESE PRESENTS:

That FOY EUGENE HAYDON and BARBARA K. HAYDON, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to THE STATE OF TEXAS, acting by and through the Texas Transportation Commission, its agents, contractors, successors and assigns (referred to as "State"), a temporary construction easement for the purpose of earthen or material placement, grading, shaping or other reconfiguration or modification as necessary to fill the stock pond bisected by the State's right of way acquisition and return it as closely as possible to the existing elevation, slope and grade of the immediately surrounding property of Grantor, and to facilitate proper and adequate lateral support and slope of the adjacent roadway facilities and adjacent remaining property of owner, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), more fully shown described in Exhibit "A" for any and all purposes ("Property"). The placement of any material or other grading on the Property shall be subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on Exhibit "B" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", if the State has removed or damaged improvements, planted landscaping or other improvements or vegetation within said easement area or otherwise on any other property owned by Grantor which is otherwise outside the scope and purposes granted by this easement, the State shall at its expense and within sixty (60) days of completion of the work, restore the Property injured by the State's activities to substantially the same condition as existed previous to State's entry upon the Property, taking into account the purposes for the use of the easement area, and any other disturbed, filled or graded areas will be revegetated with native plant materials.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of four (4) years after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, whichever occurs first. Grantee shall erect temporary fencing around the boundary of the Easement prior to any activities on the Property in order to keep any livestock on the remaining property of Grantor. Such fencing shall be removed by Grantee at the completion of the project or upon other termination of the easement as described herein.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2010.

GRANTOR:

Foy Eugene Haydon

Barbara K. Haydon

Acknowledgment

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Foy Eugene Haydon and Barbara K. Haydon in the capacity and for the purposes and consideration recited herein.

Notary Public Signature

(seal)