

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between J. BRAD ALLEN and NANCY ALLEN, (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, for the consideration and upon and subject to the terms, provisions, and conditions set forth below, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:

All of that certain 0.220 acre tract of land, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 25) and more particularly shown on the Survey attached hereto as Exhibit "C", and fully incorporated herein for all purposes, together with all and singular the right and appurtenances pertaining to the real property and any improvements and fixtures situated on and attached to the real property; and

Tract Two:

Waterline easement interest in and to that certain 0.160 acre tract of land, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 25WE) and more particularly shown on the Survey attached hereto as Exhibit C, and fully incorporated herein for all purposes,.

Tract One and Tract Two, together with the rights and appurtenances shall be referred to in this Contract as the "Property."

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for Tract One of the Property (described in Exhibit "A") shall be the sum of TEN THOUSAND THREE HUNDRED SEVENTY EIGHT and 00/100 Dollars (\$10,378.00).

2.01.1. The purchase price for the Property interests described as Tract Two (described in Exhibit "B") shall be the sum of TWELVE THOUSAND ONE HUNDRED EIGHTY and 00/100 Dollars (\$12,180.00).

2.01.2. As additional compensation Purchaser shall pay the amount of NINETEEN THOUSAND NINE HUNDRED SEVENTY SEVEN and 00/100 Dollars (\$19,977.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Out of the total Purchase Price and Additional Compensation amount of \$42,535.00 Purchaser has previously paid the amount of \$38,281.50 in connection with a Possession and Use Agreement for the Property sought herein, leaving a balance of \$4,253.50 now due and owing to Seller at closing.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 December 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 to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following, and deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District in and to the Property described in Exhibit "B", free and clear of any 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.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.
- (e) The Permitted Exceptions being more particularly described in Exhibit "D", attached hereto and fully incorporated herein for all purposes.

The deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein.

(2) Deliver to Grantee 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 respective interest 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, at Purchaser's expense;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;
- (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.

SELLER:

Brad Allen

Date: _____

Address: _____

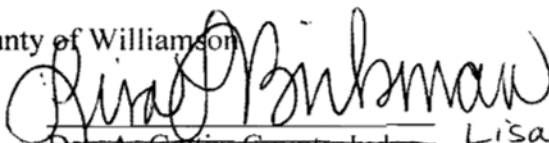
Nancy Allen

Date: _____

Address: _____

PURCHASER:

County of Williamson

By: 
~~Dan A. Gattis, County Judge~~
Date: 12-7-10

Lisa L.
Birkman,
Presiding
Commissioner

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

EXHIBIT A – Description of 0.220 acre tract

County: Williamson
Parcel No.: 25
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25

BEING 0.220 of an acre (9,579 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, Northlake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of that said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen, by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 773.80 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 441+69.80, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, S 49°37'45" W, 28.28 feet to an iron pin found on the existing Northeast line of RM 2338, marking the most southerly corner of the said Lot 3A, being the most westerly corner of the said Lot 4A, for the most southerly corner hereof;
- 2) THENCE, along the said existing Northeast line of RM 2338, N 45°01'30" W, 348.35 feet to an iron pin with TxDOT aluminum cap set for the most westerly corner of the said Lot 3A, being the most southerly corner of that certain tract of land, called 0.16 of an acre 20-Foot-Dedicated Road Widening as shown on the Plat of Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, for the most westerly corner hereof;
- 3) THENCE, along the Northwest line of the said Lot 3A, N 50°59'45" E, 20.22 feet to an iron pin with TxDOT aluminum cap set marking the most easterly corner of the said 0.16 of an acre 20-Foot-Dedicated Road Widening and the most southerly corner of Lot 1 of the said Castlerock Subdivision;

EXHIBIT B – Description of 0.160 acre tract

County: Williamson
Parcel No.: 25 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25 (U) EASEMENT

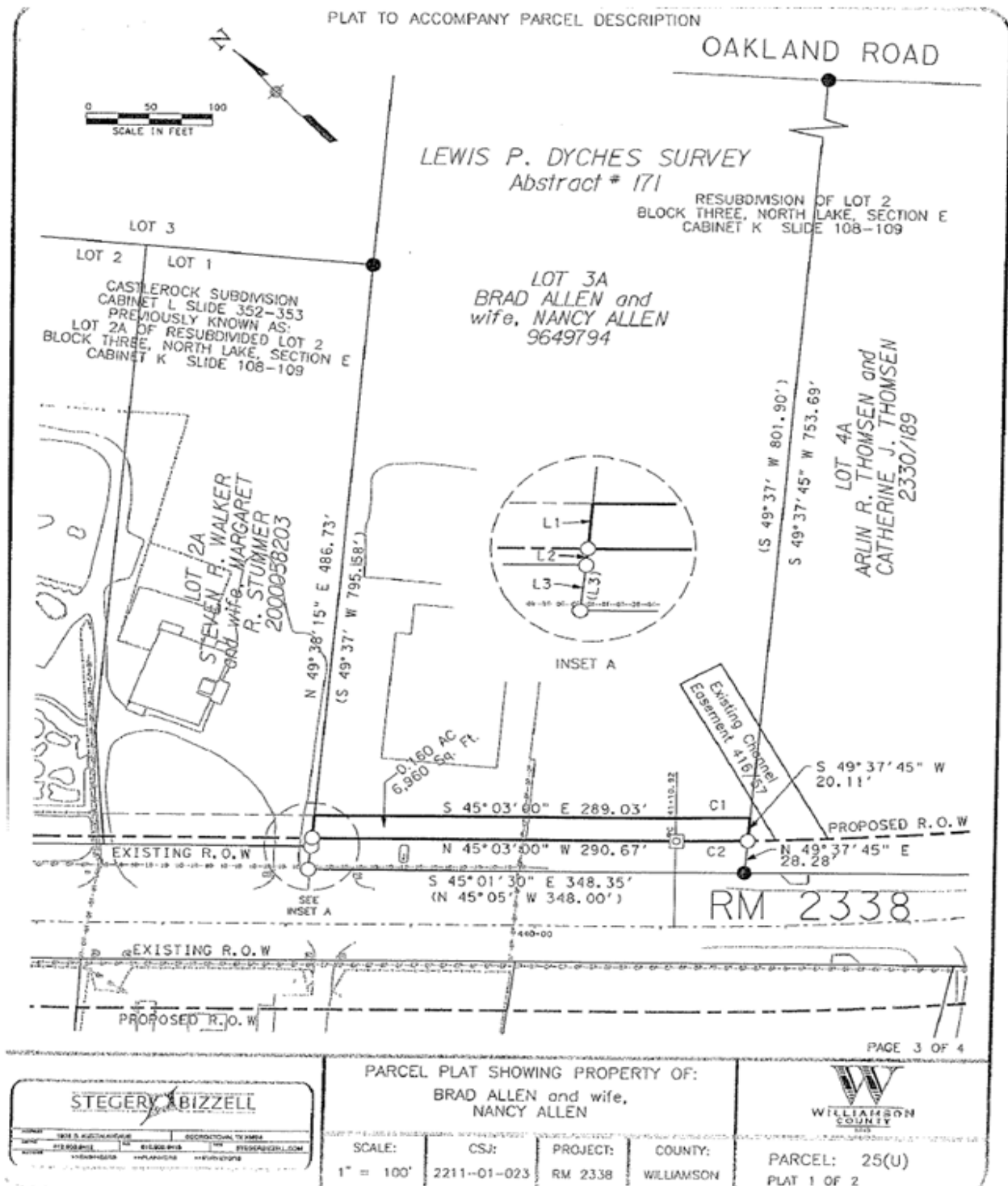
BEING 0.160 of an acre (6,960 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, North Lake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of the said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 753.69 feet to a point, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 3A, being the said Northwest line of Lot 4A, S 49°37'45" W, 20.11 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right, having a radius of 2,635.00 feet, a Central Angle of 1°14'42", and Long Chord bears N 45°40'30" W, 57.25 feet an arc distance of 57.25 feet, to TxDOT Type II monument set;
- 3) And N 45°03'00" W, 290.67 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 3A being the Southeast line of Lot 1 of the Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 1, being the remainder of that certain tract of land as conveyed to Stephen P. Walker and wife, Margaret R. Stummer by deed recorded in

EXHIBIT C - Survey



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊙ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 49°38'15" E	20.07'
L2	N 49°38'15" E	7.33'
L3	N 50°59'45" E	20.22'
(L3)	(S 49°39'30" W)	20.07'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	2615.00'	58.90'	S 45°41'45" E	58.89'	1°17'26"
C2	2635.00'	57.25'	N 45°40'30" W	57.25'	1°14'42"

NOTES:

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 FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

4/23/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:
BRAD ALLEN and wife,
NANCY ALLEN



SCALE: 1" = 100'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 25(U)
PLAT 2 OF 2

EXHIBIT D – Permitted Exceptions

The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Cabinet K, Slide 108, Plat Records; Volume 668, Page 403, Volume 1445, Page 771, Official Records, Williamson County, Texas

- A. A road widening easement 20 feet in width along the front property line, shown on plat recorded in K, Slide 108, Plat Records, Williamson County, Texas.
- B. A portion of a 150-foot sanitary zone traversing subject property, shown on plat recorded in K, Slide 108, Plat Records, Williamson County, Texas.
- C. An easement granted to Pedernales Electric Cooperative, Inc , in instrument recorded in Volume 549, Page 420, Deed Records, Williamson County, Texas.
- D. An easement granted to Pedernales Electric Cooperative, Inc , in instrument recorded in Volume 598, Page 773, Deed Records, Williamson County, Texas.
- E. An easement granted to Chisholm Trail Water Supply Corp., in instrument recorded in Volume 876, Page 552, Deed Records, Williamson County, Texas
- F. An easement granted to Chisholm Trail Water Supply Corp., in instrument recorded in Volume 1061, Page 839, Official Records, Williamson County, Texas.
- G. An undivided 1/32 interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 535, Page 399, Deed Records, Williamson County, Texas Title to said mineral interest has not been traced further
- H. Terms, conditions and stipulations of any and all lease agreements, amendments and supplements thereto existing with the rights of tenants in possession, whether written or oral, recorded or unrecorded
- I. Rights of parties in possession (Owner's Policy only)
- J. Subject to any and all visible and or apparent easements and roadways, public or private, over, under or across subject property which a survey or physical inspection may disclose.

EXHIBIT E – Special Warranty Deed Form

SPECIAL WARRANTY DEED

RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 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 BRAD ALLEN and NANCY ALLEN, 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 0.220 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 25) and more particularly shown on the Survey attached hereto as Exhibit B and fully incorporated herein for all purposes.

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 and the Permitted Exceptions shown on Exhibit C, attached hereto and fully incorporated herein for all purposes.

Grantor reserves all of the oil, gas and other minerals 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 RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantor does hereby bind 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 Grantor, 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:

Brad Allen

Nancy Allen

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Brad Allen, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Nancy Allen, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

EXHIBIT F – Water Line Easement Agreement

WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §
§

DATE: SEPTEMBER 21, 2010

GRANTOR: J. BRAD ALLEN and wife, NANCY ALLEN

GRANTOR'S MAILING ADDRESS: P.O. Box 953,
Stephenville, Texas 76401

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 and conveys to Grantee a permanent easement and right-of-way (the “Water Line Easement”) in, under, upon, and over the Water Line Easement Tract (hereinafter defined), together with all rights and appurtenances described in this Water Line Easement, to have and hold to Grantee and Grantee’s successors and assigns forever.

(1) Easement Purpose: The Water Line Easement and rights and privileges herein granted shall be used for the purposes of accessing, 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.

(2) Rights Retained by Grantor: This Easement is subject to the right of Grantor, and Grantor’s heirs, successors, legal representatives, and assigns, to use, occupy and enjoy the surface of the Water Line Easement Tract for all purposes that do not interfere with Grantee’s use and enjoyment of, or damage any of Grantee’s facilities located within, the Waterline Easement Tract. Grantor’s right to use, occupy and enjoy the surface of the Water Line Easement Tract

shall include but not be limited to, the construction of roads, driveways, curbs, sidewalks, fences, light poles; provided, however, (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained within the Water Line Easement Tract; (2) other than as allowed below, no subsurface utilities of any kind shall be located within the Waterline Easement Tract; and (3) no structure shall be located or placed in or on the Waterline Easement Tract that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the Project or the rights of ingress and egress granted herein. Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method.

(3) Obligations of Grantee. Grantee agrees that upon completion of initial construction of the Project facilities, all surplus excavation, debris, trash, or litter resulting from construction shall be cleaned up and disposed of off the premises, within thirty (30) days of final completion of construction. Grantee at all times after completing any work in connection with the construction will restore the surface of said property, as nearly as practicable, to the condition in which said property was found immediately before such work was undertaken, including replacing, patching or repairing, with same or better quality, all or any portion of the damaged cement curbs, parking lot, or other authorized improvements within the Water Line Easement Tract; however, Grantor understands and agrees that vegetation cleared from said property will not be replaced. Grantee shall not be liable or responsible for damage it causes to unauthorized improvements constructed by Grantor or any other person within the Water Line Easement Tract. Grantee shall provide prior notice to Grantor before Grantee intentionally damages any unauthorized improvements within the Water Line Easement Tract, but Grantor acknowledges that no such notice shall be given in circumstances which require Grantee to immediately access, maintain, repair, or replace its facilities within the Water Line Easement Tract, or to otherwise exercise its rights hereunder, as determined in Grantee's discretion.

(4) Designation of Course: The "Water Line Easement Tract" is more particularly described as follows:

All of that certain 0.160 acre of land, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 25E) and as more particularly shown on the survey attached hereto as Exhibit B and fully incorporated herein for all purposes.

(5) Project: For purposes of this instrument, the "Project" shall be defined to include multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and water system 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 and shall be located solely within the boundaries of the Water Line Easement Tract.

(6) 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, (i) 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; (ii) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions located in the boundaries of the Water Line Easement Tract, which 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 (iii) 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. In the event Grantee permanently abandons the water supply lines, service lines or associated appurtenances, title to the abandoned lines and appurtenances shall pass to Grantor, and Grantor may take any action with regard to the abandoned lines and appurtenances as Grantor deems appropriate in order to remove the lines and appurtenances from the Water Line Easement Tract. Prior to removal of any lines or facilities, Grantor shall obtain written confirmation from Grantee that the facilities have been permanently abandoned by Grantee.

(7) Burial of Water Lines. All water supply lines and service lines shall be buried. Except for a flush valve located on the Water Line Easement Tract, no facilities or appurtenances shall be located above ground. Meter boxes and other Project appurtenances may be at surface grade.

(8) Condition of Easement Tract: Grantee shall not leave, bury, or burn trash or other debris upon the Water Line Easement Tract.

(9) Grantee's Compliance with Law: Grantee shall at all times comply with the provisions of all applicable federal, state, and local environmental, health, and safety laws, codes, and ordinances, and all rules and regulations promulgated thereunder.

(10) Entire Agreement: This Water Line Easement constitutes the entire agreement between Grantor and Grantee, and no covenant or agreement not herein expressed shall be valid unless in writing and signed by the parties to this Water Line Easement.

(11) Binding Effect: All of the provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

(12) Notices: Any notice required by or permitted under this Agreement must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by

regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received.

Any notice required shall be sent in writing as follows:

Notice to Grantor:

J. Brad Allen
P.O. Box 953
Stephenville, Texas 76401

Notice to Grantee:

Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 76527

Grantee's obligation to provide notice hereunder shall terminate in the event Grantor conveys fee ownership of the real property in which the Water Line Easement Tract is located to any other person or entity.

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

(14) Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted use by Pedernales Electric Cooperative for electric lines and related facilities that is authorized in writing by Grantee, and authorized in an Easement Agreement by Grantor. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (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 waterline constructed hereunder., the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

(15) Release: Grantee agrees to release and hold harmless Grantor from and against any claims, demands, actions, causes of action, costs, expenses and liabilities arising solely and exclusively out of the actions taken by Grantee, or its authorized agents, representatives and contractors, and for which Grantee is solely responsible under Texas law. This provision shall not be construed to obligate Grantee to indemnify or defend Grantor in any manner whatsoever, and Grantee expressly disclaims any such responsibility. Nor shall this provision be construed to release Grantor for any claims, demands, actions, causes of action, costs, expenses and liabilities arising out of the actions of Grantor or from any breach of Grantor's obligations under this Water Line Easement. Instead, this provision is intended only to provide that Grantee shall not prosecute any claim against Grantor for any claims, demands, actions, causes of action, costs, expenses and liabilities arising solely and exclusively out of the actions taken by Grantee, or its authorized agents, representatives and contractors under this Water Line Easement for which Grantee is solely responsible under the laws of the State of Texas.

(16) Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

(17) Covenant of Grantor: Based upon Grantor's information and belief, Grantor covenants that Grantor is the owner of the Water Line 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.

(18) Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010.

GRANTOR:

J. Brad Allen

Nancy Allen

GRANTEE:

Chisholm Trail Special Utility District

By: _____

(printed name and title)

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2010, by J. Brad Allen and Nancy Allen, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, _____ of Chisholm Trail Special Utility District, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

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

EXHIBIT A

County: Williamson
Parcel No.: 25 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 25 (U) EASEMENT

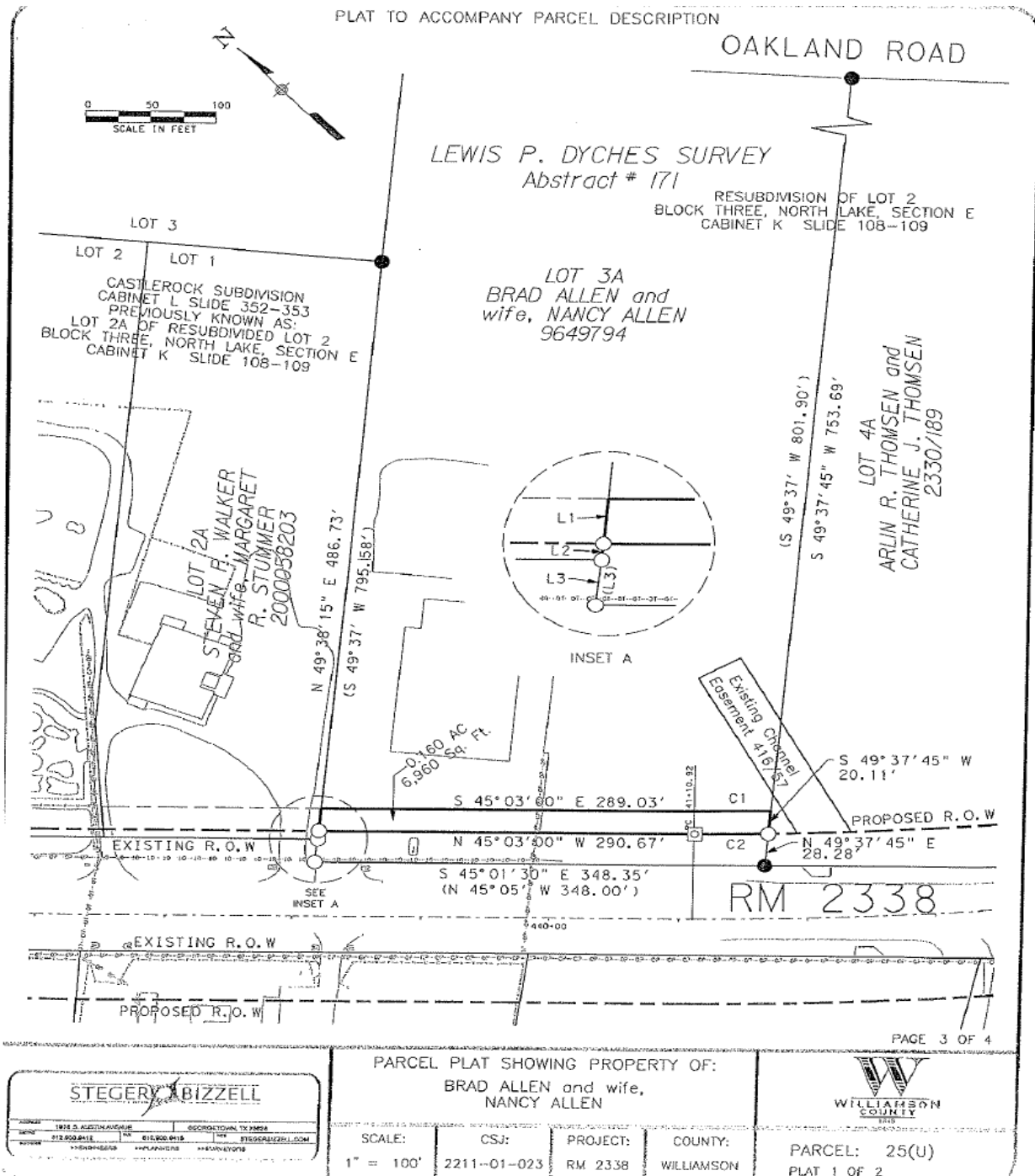
BEING 0.160 of an acre (6,960 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 3A of Resubdivision of Lot 2, Block Three, North Lake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded in Document No. 9649794 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Southwest line of Oakland Road, marking the most easterly corner of the above-referenced Lot 3A, being the most northerly corner of Lot 4A, of the said Resubdivision of Lot 2 of Block Three, North Lake, Section E, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas;

THENCE, along the Southeast line of the said Lot 3A, being the Northwest line of the said Lot 4A, S 49°37'45" W, 753.69 feet to a point, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southeast line of Lot 3A, being the said Northwest line of Lot 4A, S 49°37'45" W, 20.11 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most southerly corner hereof;
- 2) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right, having a radius of 2,635.00 feet, a Central Angle of 1°14'42", and Long Chord bears N 45°40'30" W, 57.25 feet an arc distance of 57.25 feet, to TxDOT Type II monument set;
- 3) And N 45°03'00" W, 290.67 feet to an iron pin with TxDOT aluminum cap set on the Northwest line of the said Lot 3A being the Southeast line of Lot 1 of the Castlerock Subdivision, a subdivision of record in Cabinet L, Slide 352, of the Plat Records of Williamson County, Texas, said Lot 1, being the remainder of that certain tract of land as conveyed to Stephen P. Walker and wife, Margaret R. Stummer by deed recorded in

EXHIBIT B



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 49°38'15" E	20.07'
L2	N 49°38'15" E	7.33'
L3	N 50°59'45" E	20.22'
(L3)	(S 49°39'30" W)	20.07'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	2615.00'	58.90'	S 45°41'45" E	58.89'	1°17'26"
C2	2635.00'	57.25'	N 45°40'30" W	57.25'	1°14'42"

NOTES:
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 FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

4/23/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF:
BRAD ALLEN and wife,
NANCY ALLEN



SCALE: 1" = 100'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 25(U)
PLAT 2 OF 2