

REAL ESTATE CONTRACT
SH 195—CTSUD Waterline Easement

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JYKM LIBERTY HILL, L.L.C., (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 easement interest described as follows:

Waterline easement interest in all of that certain 0.1553 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 124B--CTSUD); and

together with all and singular the rights and appurtenances, and subject to the conditions and restrictions set forth in that certain Water Line Easement attached hereto as Exhibit "B" (all of such real property, rights, appurtenances, conditions and restrictions being referred to in this Contract as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property described in Exhibit "A" shall be the sum of THIRTY TWO THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$32,800.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

Special Provisions

2.03. As an obligation that shall survive the closing of this transaction, the parties agree that the installation of the Chisholm Trail Special Utility District waterline facilities which are contemplated to be installed within the easement Property acquired herein shall be completed within six months after the completion of the Closing of this purchase.

**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.):

[None]

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 (without independent investigation):

- (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;
- (3) 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 March 1, 2011, 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 Chisholm Trail Special Utility District a duly executed and authorized easement in the form of that certain Water Line Easement attached hereto as Exhibit "B", conveying such easement interest in all of the Property described in Exhibit "A", 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; and
- (b) Any exceptions approved by Purchaser in writing.

(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 Purchaser's easement interest in 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", unless such restrictions do, in fact, affect the subject property; 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."

Nothing in this Section 5.02 shall obligate Seller to address, cure, or otherwise change any title matters relating to the subject property, except that Seller shall convey the subject property free of any liens placed or allowed to be placed by Seller against same.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser. This obligation shall only apply to the extent that the title company can reasonably and accurately determine an allocation of taxes to Purchaser's easement interest in the Property.

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 the party who incurred such fees.

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'S OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED HEREBY IS CONTINGENT UPON THE PARTIES CLOSING THE CONTRACT BETWEEN THEM FOR THE SALE AND PURCHASE OF .810 ACRE OF LAND FOR SH 195 RIGHT OF WAY DATED JULY 2010. THIS CONTRACT SHALL CLOSE CONTEMPORANEOUSLY WITH SAID CONTRACT.

SELLER:

JYKM Liberty Hill, L.L.C.

By: 

Its: YASIN MOHAMMED, President

Date: 2/14/2011

Address: 3000 Briarcrest Dr., Suite 512
Bryan, TX 77802
Attn: Christopher J. Smitherman

PURCHASER:

COUNTY OF WILLIAMSON

By: 
Dan A. Gattis, County Judge
Date: 2-23-11

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.1553 ACRE SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.1553 ACRE (6,763 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 12, BLOCK A, BERRY CREEK SECTION FIVE, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Z, SLIDES 235-236 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found for an angle point in the north line of Chi Chi Drive, a sixty-foot wide right-of-way according to said plat of Berry Creek Section Five, Phase One, same being the south line of said Lot 12, Block A;

THENCE with said north line of Chi Chi Drive and said south line of Lot 12, Block A, S57°55'30"W, passing at a distance of 84.93 feet a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found at the intersection of the proposed west right-of-way line of State Highway 195 with said north right-of-way line of Chi Chi Drive and said south line of Lot 12, Block A, and continuing in all a distance of 109.93 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the POINT OF BEGINNING of the tract described herein;

CONTINUING with said north line of Chi Chi Drive and said south line of Lot 12, Block A, S57°55'30"W a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said north line of Chi Chi Drive and said south line of Lot 12, Block A, crossing said Lot 12, Block A, N32°57'53"W a distance of 340.22 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the north line of said Lot 12, Block A, same being the south line of Lot 13, Block A, said Berry Creek Section Five, Phase One, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found in said south line of Lot 13, Block A, for the northwest corner of said Lot 12, Block A, same being the northeast corner of Lot 11, Block A, said Berry Creek Section Five, Phase One, bears S69°32'56"W a distance of 159.22 feet;

THENCE with said north line of Lot 12, Block A and said south line of Lot 13, Block A, N69°32'56"E a distance of 20.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found at the intersection of said proposed west right-of-way line of SH195 with said north line of Lot 12, Block A and said south line of Lot 13, Block A, bears N69°32'56"E a distance of 25.61 feet;

Halff AVO26903

Easement

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Exhibit "A"

Exhibit "B" to Real Estate Contract

WATER LINE EASEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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DATE: _____, 2010

GRANTOR: JYKM Liberty Hill, L.L.C.

GRANTOR'S MAILING ADDRESS: 13111 Kirkglenn Drive
Austin, Texas 78727

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

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

All of that certain 0.1553 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly described by metes and bounds and sketch attached hereto as Exhibit "A", said exhibit being incorporated herein by reference for all purposes (Parcel 124B--WE).

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and related communication lines and 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

Exhibit "B" to Real Estate Contract

shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, for itself and its successors and assigns, hereby retains the right to use the surface of the lands within the boundary lines of the Water Line Easement Tract for all commercial purposes, including, but not limited to, the construction of roads, parking lots, driveways, curbs, sidewalks, fences, and light poles, and the maintenance of green space, including specifically the proposed improvements shown on the site plan attached hereto as Exhibit "B"; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Water Line Easement Tract; and (3) other than as set out below, no subsurface utilities of any kind shall be located within the Water Line Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Water Line Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Water Line Easement Tract. Grantee hereby agrees that Grantor may construct the proposed improvements set forth on, and at the locations identified in, Exhibit "B"; provided, however, Grantor shall be responsible for any damages caused to Grantee's facilities caused by construction of such improvements (unless Grantee's placement of its facilities did not reasonably accommodate the improvements set forth on Exhibit "B").

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, 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; and (2) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, repair or restore the surface of the Water Line Easement Tract to substantially the same condition as existed prior to such work; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. Grantor acknowledges that Grantee may patch in an aesthetic and workmanlike manner any parking lot improvements damaged by Grantee in connection with the exercise of its easement rights. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein, subject to Grantee's obligation to repair or restore surface improvements as provided herein.

Exhibit "B" to Real Estate Contract

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

Exclusivity: Except for the rights retained by Grantor herein, Grantee's easement rights within the Water Line Easement Tract shall be exclusive, with the exception of uses that are authorized in writing by Grantee. In addition to the rights retain above, Grantor reserves the right to grant easements for utilities across the Water Line Easement Tract, provided that (1) crossings are made at not less than an approximate 45° angle to the waterlines; (2) sufficient clearance between facilities is maintained; and (3) the resulting construction or installed facilities do not interfere with access to or the operation, maintenance and safety of Grantee's Project facilities constructed hereunder, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

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

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

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

Covenant of Grantor: Grantor covenants that Grantor is the owner of the 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.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

JYKM Liberty Hill, L.L.C.

By: _____

Its: _____

Exhibit "B" to Real Estate Contract

Acknowledgment

STATE OF _____ §

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COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

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

Exhibit "B" to Real Estate Contract

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.1553 ACRE SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.1553 ACRE (6,763 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 12, BLOCK A, BERRY CREEK SECTION FIVE, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Z, SLIDES 235-236 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found for an angle point in the north line of Chi Chi Drive, a sixty-foot wide right-of-way according to said plat of Berry Creek Section Five, Phase One, same being the south line of said Lot 12, Block A;

THENCE with said north line of Chi Chi Drive and said south line of Lot 12, Block A, S57°55'30"W, passing at a distance of 84.93 feet a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found at the intersection of the proposed west right-of-way line of State Highway 195 with said north right-of-way line of Chi Chi Drive and said south line of Lot 12, Block A, and continuing in all a distance of 109.93 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the POINT OF BEGINNING of the tract described herein;

CONTINUING with said north line of Chi Chi Drive and said south line of Lot 12, Block A, S57°55'30"W a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said north line of Chi Chi Drive and said south line of Lot 12, Block A, crossing said Lot 12, Block A, N32°57'53"W a distance of 340.22 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the north line of said Lot 12, Block A, same being the south line of Lot 13, Block A, said Berry Creek Section Five, Phase One, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found in said south line of Lot 13, Block A, for the northwest corner of said Lot 12, Block A, same being the northeast corner of Lot 11, Block A, said Berry Creek Section Five, Phase One, bears S69°32'56"W a distance of 159.22 feet;

THENCE with said north line of Lot 12, Block A and said south line of Lot 13, Block A, N69°32'56"E a distance of 20.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found at the intersection of said proposed west right-of-way line of SH195 with said north line of Lot 12, Block A and said south line of Lot 13, Block A, bears N69°32'56"E a distance of 25.61 feet;

Exhibit "B" to Real Estate Contract

THENCE leaving said north line of Lot 12, Block A and said south line of Lot 13, Block A, crossing said Lot 12, Block A, S32°57'53"E a distance of 336.09 feet to said **POINT OF BEGINNING** and containing 0.1553 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 21st day of April 2010, A.D.

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

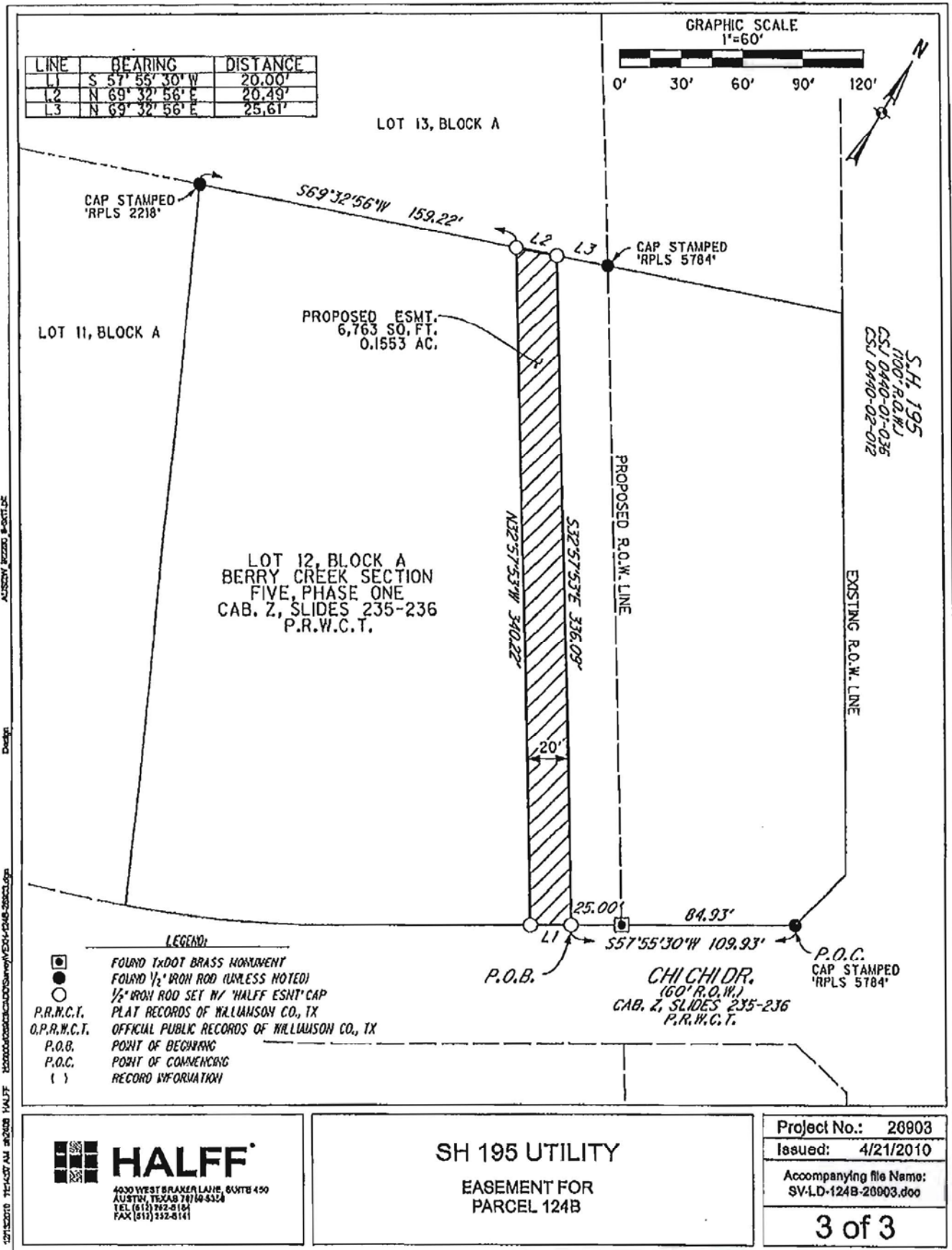


[Signature] 4/21/2010
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

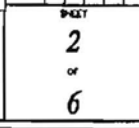
1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled VEXH-124B-26903.dgn, dated April 21, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

Exhibit "B" to Real Estate Contract



[illegible]

EXHIBIT "B"



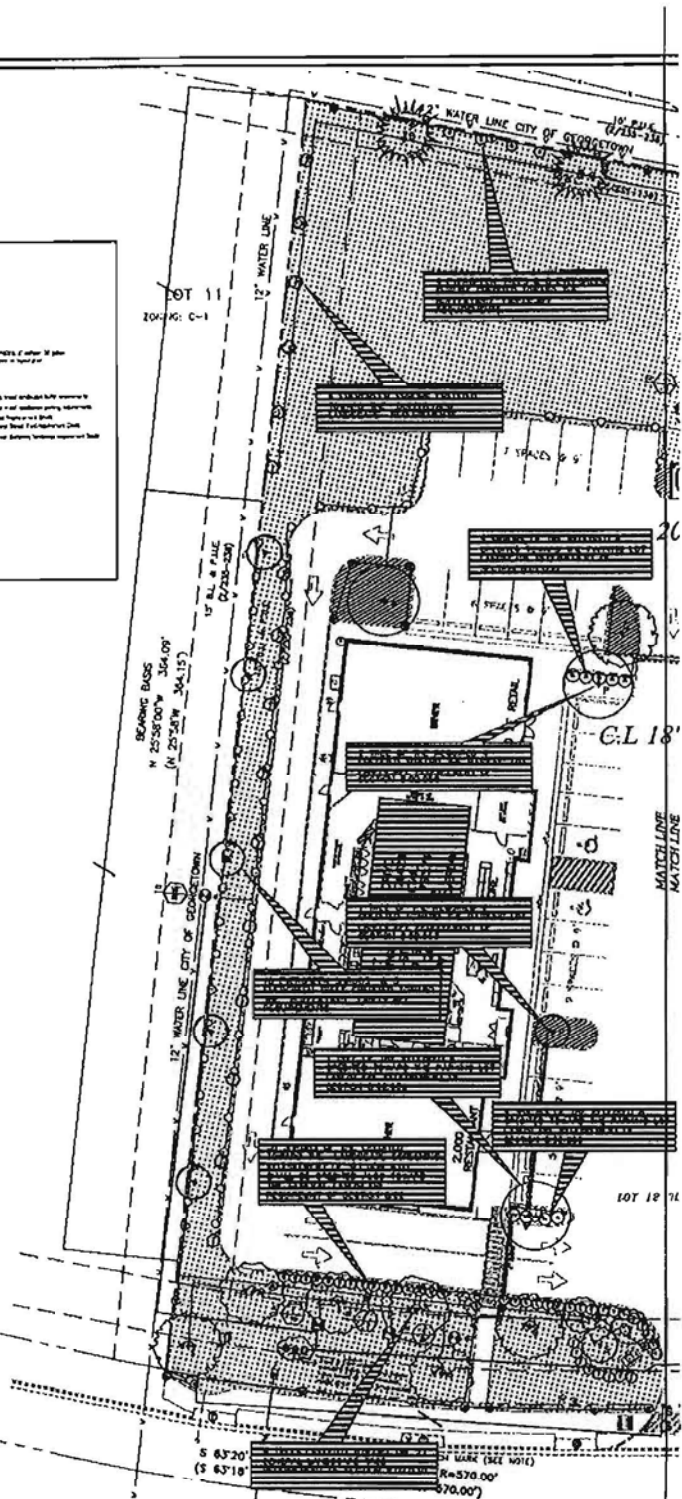
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EXHIBIT "B"

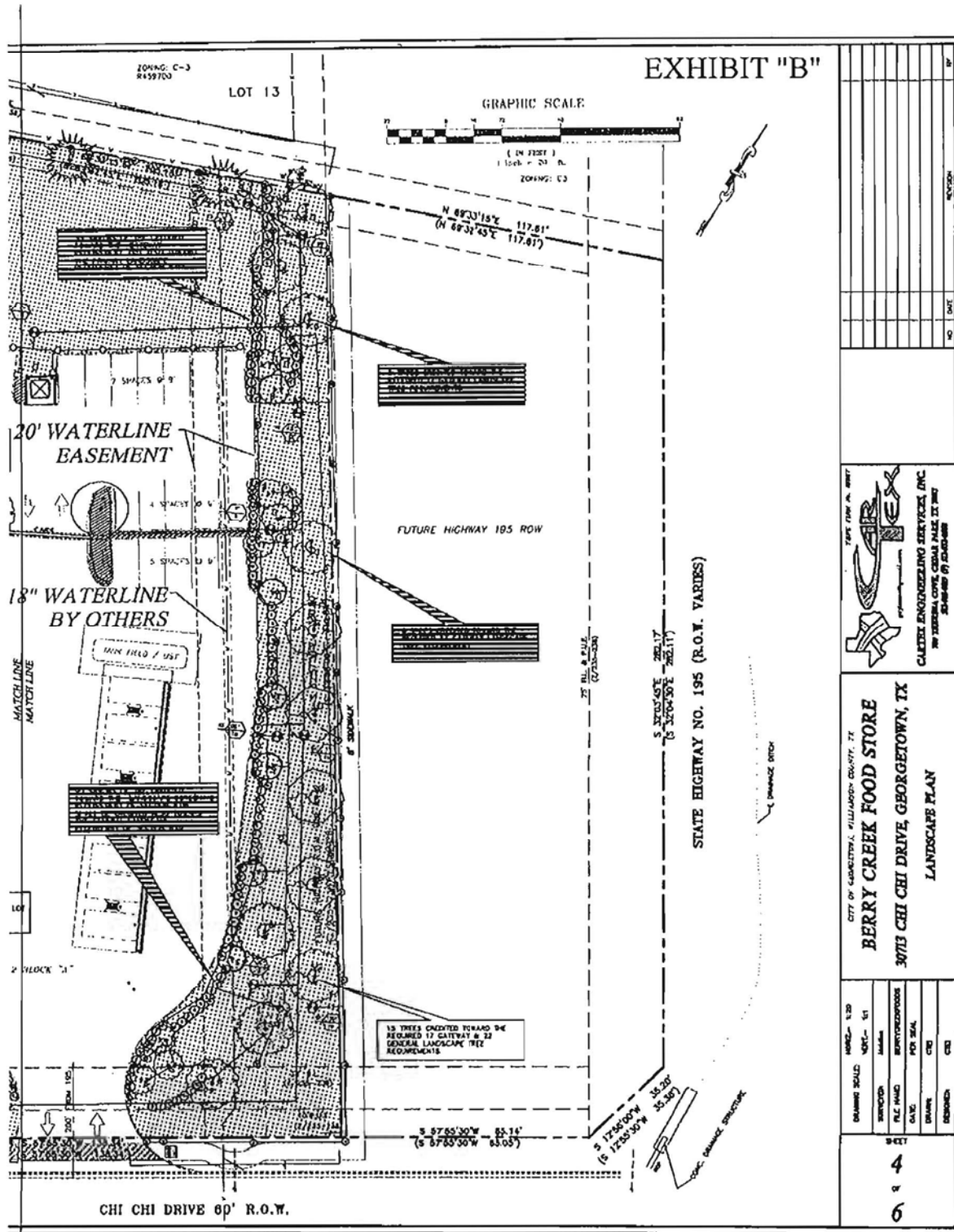


EXHIBIT "B"
PAGE 5 OF 6

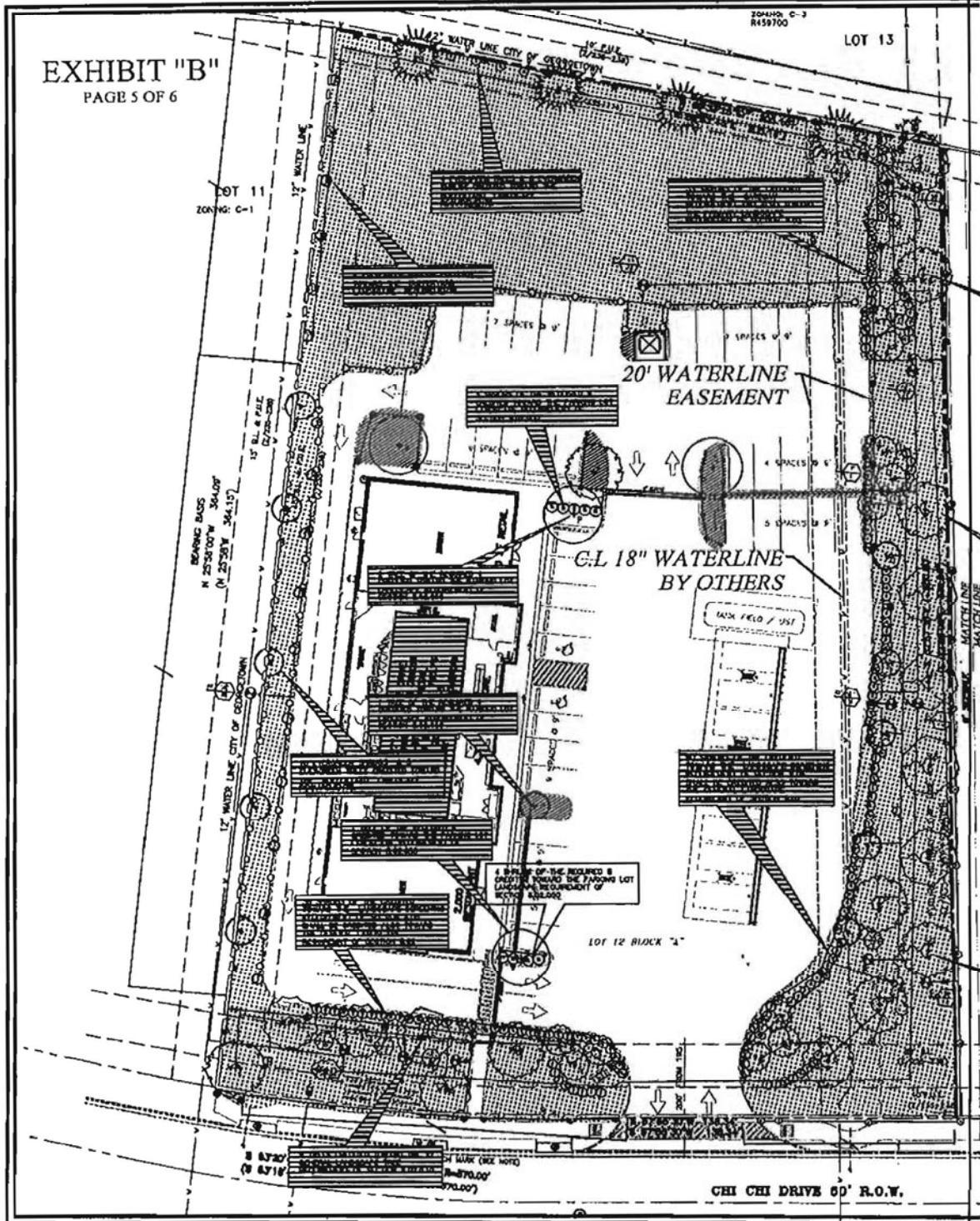


EXHIBIT "B"

General Landscape Irrigation Legend

- [illegible]

AND LEGEND

A ADJUSTABLE AND
Q QUARTER AND 90°
T 240° AND 180°
N HALF AND 360°
IT 120° 240° 360°
TO THREE QUARTER 270°
F FULL 360°
AG RIGHT CORNER STRAP
LS LEFT CORNER STRAP
CE CENTER STRAP
SS SIDE STRAP



BERRY CREEK FOOD STORE
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TX
2075 CHI CHI DRIVE, GEORGETOWN, TX
IRRIGATION PLAN

PLANNING NO.:	NO. OF DAYS	NO. OF TRI
1000000000	1000000000	1000000000

6
6

Exhibit "B" to Real Estate Contract

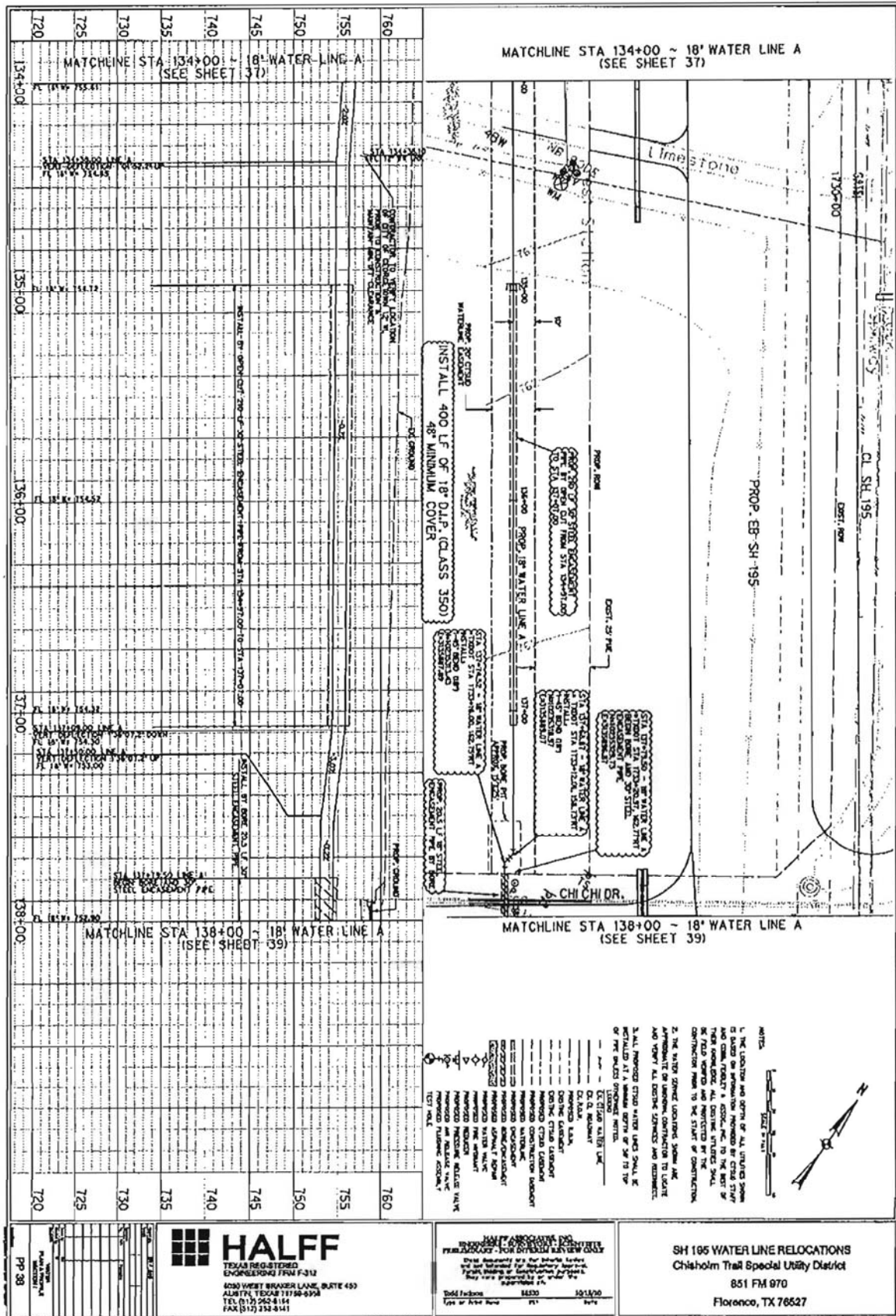


Exhibit "C"

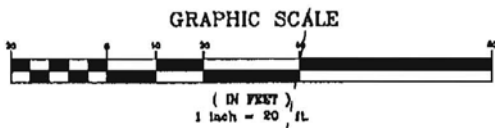


EXHIBIT "B"

PAGE 1 OF 6

LOT 11
ZONING: C-1

BEARING BASIS
N 25°58'00"W 364.09'
(N 25°58'W 364.15')

S 63°20'45"W C=106.95' A=107.11' R=570.00'
(S 63°18'45"W C=107.00' A=107.16' R=570.00')

BENCH MARK (SEE NOTE)

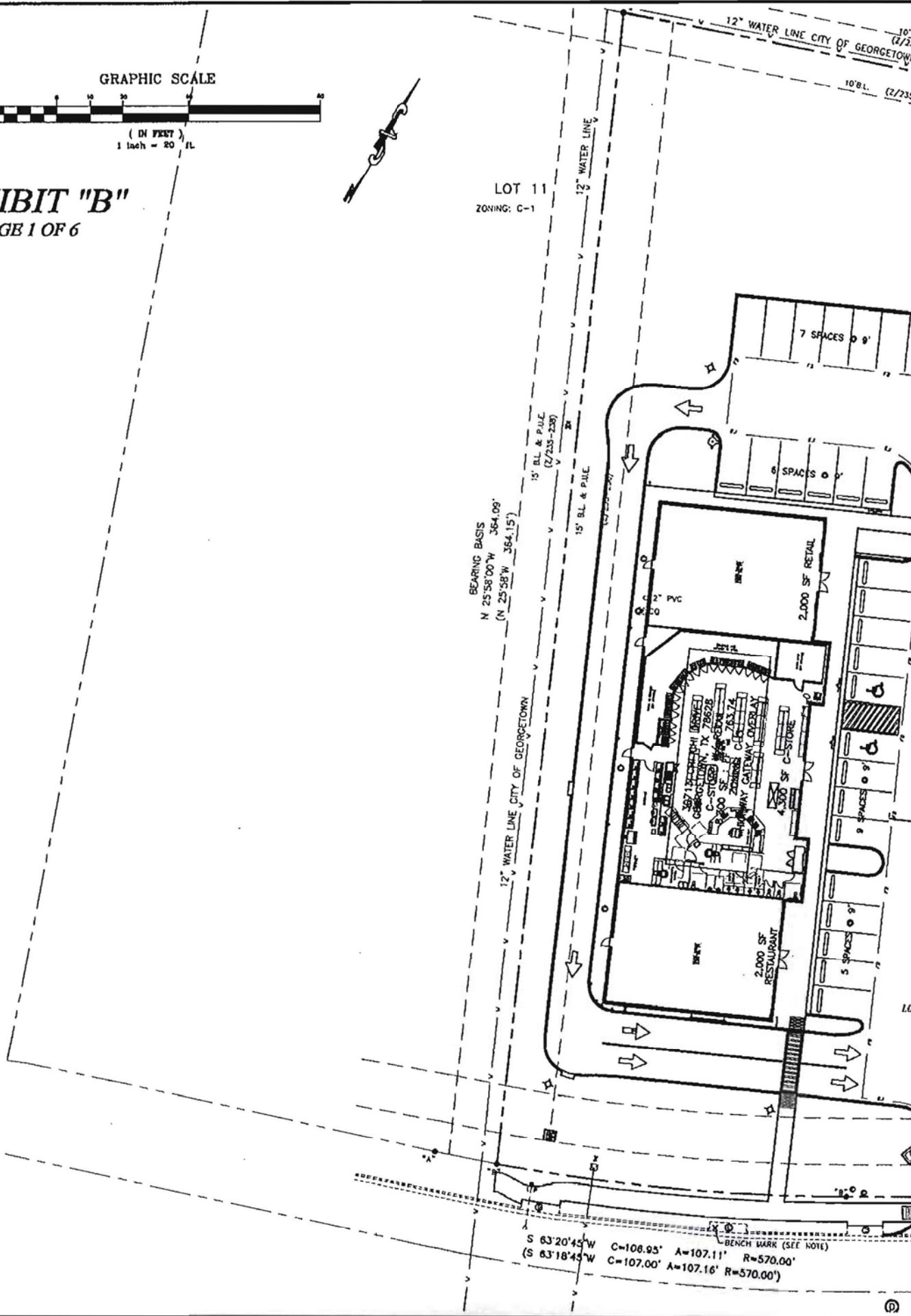


EXHIBIT "B"

PAGE 3 OF 6

General Landscape Legend

- ① ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ② ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ③ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ④ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑤ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑥ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑦ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑧ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑨ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑩ ROUNDING GARDEN 3' x 3' @ 30' x 1'
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- ⑬ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑭ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑮ ROUNDING GARDEN 3' x 3' @ 30' x 1'
- ⑯ ROUNDING GARDEN 3' x 3' @ 30' x 1'
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- ㊿ ROUNDING GARDEN 3' x 3' @ 30' x 1'

LOT 11
ZONING: C-1

BEARING BASIS
N 25°58'00"W 364.09'
(N 25°58'W 364.15')

12" WATER LINE CITY OF GEORGETOWN

15' BL & P.U.E.
(2/235-238)

12" WATER LINE

10' WATER LINE CITY OF GEORGETOWN
(2/235-238)

4 EVERGREEN TREES & 8 EVERGREEN SHRUBS CREDITED TOWARD THE LANDSCAPE REQUIREMENT

2 EVERGREEN TREES CREDITED TOWARD THE LANDSCAPE REQUIREMENT

5 SHRUBS OF THE REQUIRED 8 CREDITED TOWARD THE PARKING LOT LANDSCAPE REQUIREMENT OF SECTION 8.02.050

2 TREE OF THE REQUIRED 4 CREDITED TOWARD THE PARKING LOT LANDSCAPE REQUIREMENT OF SECTION 8.02.050

10 EVERGREEN TREES CREDITED TOWARD THE LANDSCAPE REQUIREMENT

4 EVERGREEN TREES CREDITED TOWARD THE LANDSCAPE REQUIREMENT OF SECTION 8.02.050

8 SHRUBS OF THE REQUIRED 10 CREDITED TOWARD THE LANDSCAPE REQUIREMENT OF SECTION 8.02.050

4 SHRUBS OF THE REQUIRED 8 CREDITED TOWARD THE PARKING LOT LANDSCAPE REQUIREMENT OF SECTION 8.02.050

S 63°20'18"W TREES CREDITED TOWARD THE BENCHMARK (SEE NOTE)
(S 63°18'43"W C=107.00' A=107.16' R=570.00')

EXHIBIT "B"

PAGE 3 OF 6

General Landscape Legend

- ① PLANTING CANALS 3' wide @ 10' x 10'
- ② PLANTING CANALS 3' wide @ 10' x 10'
- ③ PLANTING CANALS 3' wide @ 10' x 10'
- ④ PLANTING CANALS 3' wide @ 10' x 10'
- ⑤ PLANTING CANALS 3' wide @ 10' x 10'
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- ㊾ PLANTING CANALS 3' wide @ 10' x 10'
- ㊿ PLANTING CANALS 3' wide @ 10' x 10'

LOT 11
ZONING: C-1

BEARING BASIS
N 25°58'00"W 364.08'
(N 25°58'W 364.15')

12" WATER LINE CITY OF GEORGETOWN

15' S.L. & P.U.L.
(2/235-236)

12" WATER LINE

10" WATER LINE CITY OF GEORGETOWN
12/23

2 EVERGREEN TREES 8' HIGHER THAN
SHRUBS 4' CREDITED TOWARD THE
LANDSCAPE REQUIREMENT

4 EVERGREEN SHRUBS CREDITED
TOWARD THE LANDSCAPE REQUIREMENT

7 SPACES 8'

6 SHRUBS OF THE REQUIRED 8
CREDITED TOWARD THE PARKING LOT
LANDSCAPE REQUIREMENT OF
SECTION 8.02.050

6 SPACES 8'

2 TREE OF THE REQUIRED 4
CREDITED TOWARD THE PARKING LOT
LANDSCAPE REQUIREMENT OF
SECTION 8.02.050

10 EVERGREEN TREES 8' HIGHER THAN
SHRUBS 4' CREDITED TOWARD THE
LANDSCAPE REQUIREMENT

4 EVERGREEN SHRUBS CREDITED
TOWARD THE LANDSCAPE REQUIREMENT

6 SHRUBS OF THE CREDITED
TOWARD THE LANDSCAPE SCREENING
REQUIREMENT OF SECTION 8.05
SHALL BE CREDITED ALSO TOWARD
THE GENERAL LANDSCAPE
REQUIREMENT OF SECTION 8.02

4 SHRUBS OF THE REQUIRED
CREDITED TOWARD THE PARKING
LANDSCAPE REQUIREMENT OF
SECTION 8.02.050

S 63°20'45" W 100.00' R=570.00'
(S 63°18'45" W 100.00' R=570.00'
C=107.00' A=107.16' R=570.00')

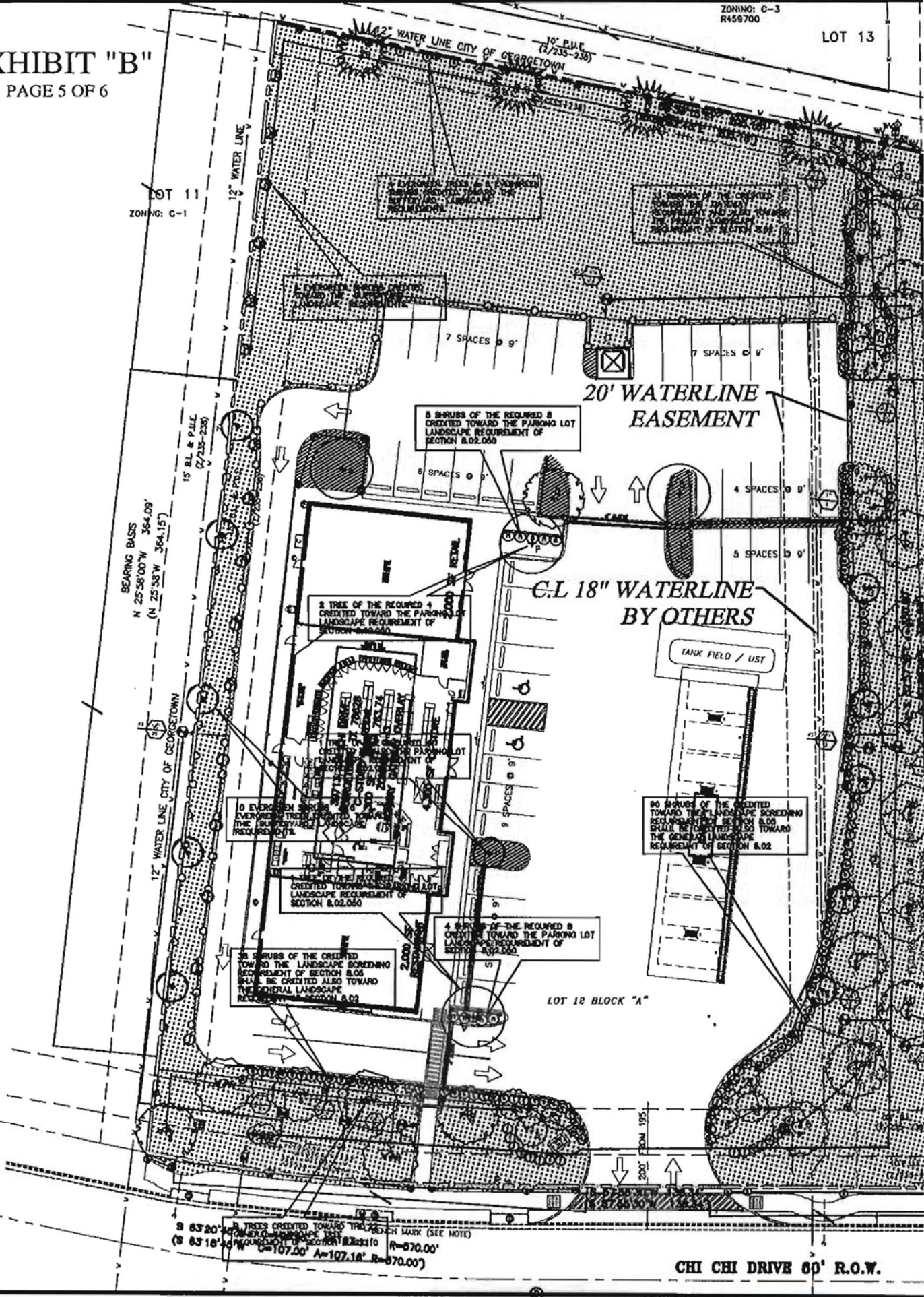
EXHIBIT "B"

PAGE 5 OF 6

ZONING: C-3
R456700

LOT 13

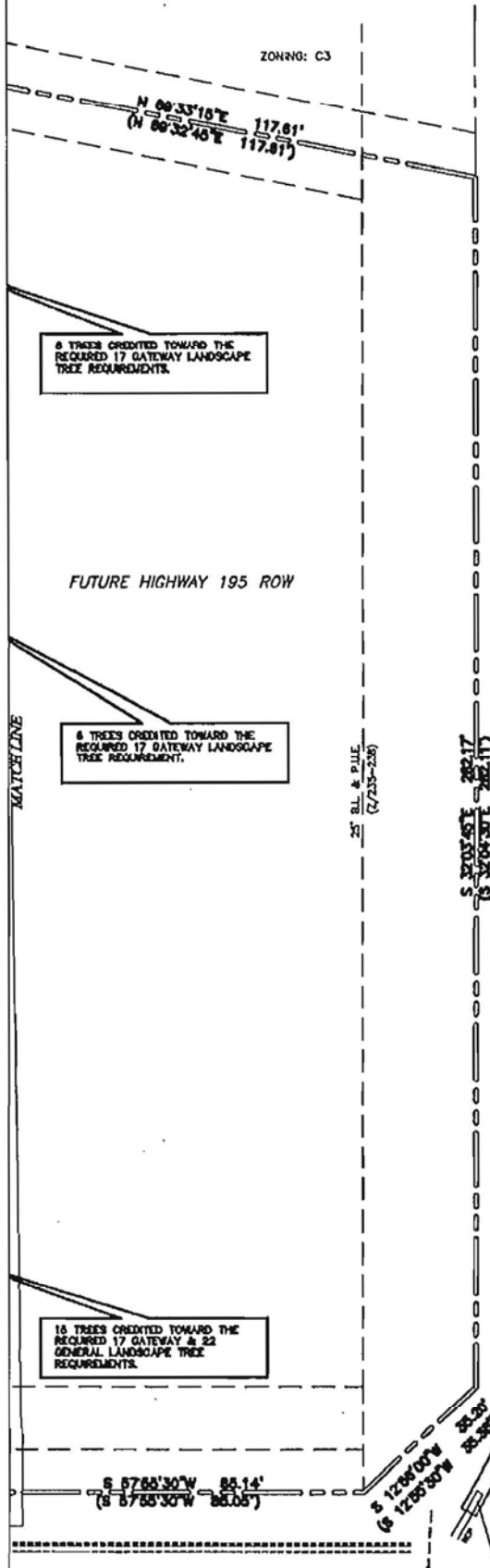
LOT 11
ZONING: C-1



CHI CHI DRIVE 60' R.O.W.

[illegible]

STATE HIGHWAY NO. 195 (R.D.V. VARIES)



- MUNTER MULTI-STREAM BUBBLER**
360 ARC @ 1.0 GPM ON 6" POP-UP SPRAY
BODY FOR TREE USE APPLICATION WHERE PLACED
NEXT TO HARDSCAPE AREAS OR BUBBLER
HOZZLE ON 4" RISER WITH SHAW JOINT WHERE
SITED AGAINST BUILDING FOUNDATIONS OR WALLS
(SEE DETAIL)
- MUNTER INSTITUTIONAL SPRAY HEAD SERIES 4"**
POP-UP SPRAY FOR TURF GRASS APPLICATION.
USE FACTORY INSTALLED CHECK VALVE FOR
ELEVATION CHANGE UP TO 10 FEET. RADIIUS OF
18", 15", 12", 10" WITH ADJUSTABLE AND
FIXED ARCS RANGING FROM 360° TO 45° TO BE
USED TO OBTAIN HEAD TO HEAD COVERAGE.
(SEE DETAIL)
- MUNTER INSTITUTIONAL SPRAY HEAD SERIES 12"**
POP-UP SPRAY FOR SHRUB GROUNDCOVER
APPLICATION. USE FACTORY INSTALLED CHECK
VALVE FOR ELEVATION CHANGE UP TO 10 FEET.
RADIIUS OF 18", 15", 12", 10" 8" WITH
ADJUSTABLE AND FIXED ARCS RANGING FROM
360° TO 45° TO BE USED TO OBTAIN HEAD
TO HEAD COVERAGE. (SEE DETAIL)
- MUNTER INSTITUTIONAL STRIP SPRAY HEAD
SERIES 4" POP-UP SPRAY FOR TURF GRASS
APPLICATION. USE FACTORY INSTALLED CHECK
VALVE FOR ELEVATION CHANGE UP TO 10 FEET.
ONE OF CORNER AND SIDE STRIP SPRAY
PATTERNS TO BE USED TO OBTAIN HEAD
TO HEAD COVERAGE. (SEE DETAIL)**
- MUNTER INSTITUTIONAL STRIP SPRAY HEAD SERIES
4" POP-UP SPRAY FOR SHRUBS
AND GROUNDCOVER APPLICATION. USE FACTORY
INSTALLED CHECK VALVE FOR ELEVATION CHANGE
UP TO 10 FEET. ONE OF CORNER AND SIDE STRIP
SPRAY PATTERNS TO BE USED TO OBTAIN HEAD
TO HEAD COVERAGE. (SEE DETAIL)**
- FERTIC 3, WALLS OR EQUAL DOUBLE CHECK
VALVE ASSEMBLY PLACED IN LARGE
RECTANGULAR PLASTIC VALVE BOX WITH LID.
SIZE AS PER DRAWING AND INSTALL
AS PER MANUFACTURER RECOMMENDATIONS
(SEE DETAIL)**
- REDUCED PRESSURE BACKFLOW ASSEMBLY
SIZED AS PER DRAWING. INSTALLED AS PER
MANUFACTURER RECOMMENDATIONS.
PROVIDE BACKFLOW PREVENTION DEVICES
ENCLOSURE (SCHEDULE 40 DRIPSPACK OR
HOTBOX REFERENCE DETAIL)**
- ELECTRONIC CONTROLLER MUNTER PRO SERIES
WITH ET SYSTEM - WALL MOUNTED NUMBER
OF STATIONS BASED ON TOTAL NUMBER OF
STATIONS SHOWN ON PLAN. ELECTRICAL
POWER TO BE PROVIDED BY OTHER. (SEE
DETAIL)**
- MUNTER MP2000 ROTATOR SPRAY HEAD SERIES
6" POP-UP SPRAY FOR TURF GRASS
APPLICATION. USE FACTORY INSTALLED CHECK
VALVE FOR ELEVATION CHANGE UP TO 10 FEET.
RADIIUS OF 8" TO 15" @ 40 PSI. WITH
ADJUSTABLE AND 360 ARCS TO BE USED TO
OBTAIN HEAD TO HEAD COVERAGE. (SEE DETAIL)**
- MUNTER MP2000 ROTATOR SPRAY HEAD SERIES
6" POP-UP SPRAY FOR TURF GRASS
APPLICATION. USE FACTORY INSTALLED CHECK
VALVE FOR ELEVATION CHANGE UP TO 10 FEET.
RADIIUS OF 13" TO 21" @ 40 PSI. WITH
ADJUSTABLE AND 360 ARCS TO BE USED TO
OBTAIN HEAD TO HEAD COVERAGE. (SEE DETAIL)**
- MUNTER MP3000 ROTATOR SPRAY HEAD SERIES
6" POP-UP SPRAY FOR TURF GRASS
APPLICATION. USE FACTORY INSTALLED CHECK
VALVE FOR ELEVATION CHANGE UP TO 10 FEET.
RADIIUS OF 23" TO 30" @ 40 PSI. WITH
ADJUSTABLE AND 360 ARCS TO BE USED TO
OBTAIN HEAD TO HEAD COVERAGE. (SEE DETAIL)**
- MUNTER PGV SERIES REMOTE CONTROL VALVE
SIZED AS PER DRAWING. INSTALLED WITHIN A
PLASTIC BOX AND LID (SEE DETAIL)**
- INSTALL BALL VALVE SIZE AS PER DRAWING.
VALVE TO BE SET WITHIN 10" ROUND PLASTIC
VALVE BOX AND LID OR EQUAL (SEE DETAIL)**
- QUICK COUPLER OR HOSE END IN 10" ROUND
VALVE PLASTIC BOX WITH LID (SEE DETAIL)**
- SLEEVE SCHEDULE 40 PVC
(SEE DETAIL). SLEEVE SHALL BE TWICE THE
SIZE OF LATERAL LINE**
- MAIN LINE WATER LINE SCHEDULE 40 PVC,
SIZE AS PER DRAWING**
- LATERAL LINE CLASS 200 PVC. ALL LATERAL
LINE SHALL BE 3/4" UNLESS NOTED
OTHERWISE. SIZE AS PER DRAWING (SEE
DETAIL)**
- RAIN SENSOR- WIRELESS OR HARD-WIRE
MUNTER RAIN CLK SERIES OR EQUAL
(SEE DETAIL)**
- FERTIZ SENSOR- WIRELESS OR HARD-WIRE
MUNTER FREEZE CLK SERIES OR EQUAL
(SEE DETAIL)**
- IDENTIFICATION OF VALVE**
SIZE OF SECTION VALVE
GPM OF SECTION
- ARC LEGEND**
A ADJUSTABLE ARC
Q QUARTER ARC 90°
H HALF ARC 180°
TT TWO THIRD 240°
T THREE QUARTER 270°
F FULL 360°
RS RIGHT CORNER STRIP
LS LEFT CORNER STRIP
CS CENTER STRIP
SS SIDE STRIP

TEX
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200 THUNDER CANYON, CUMBERLAND, TX 75826
936-683-2222
www.carthe.com

BERRY CREEK FOOD STORE
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TX
3075 CHI CHI DRIVE, GEORGETOWN, TX
IRRIGATION PLAN

	SHEET	PAGE= 1-30
	6	COUNTS ROWS: WRTL= 81
	2	SUBTRACT Median
	6	FILE NAME: BROWNSPACINGS
		DATE: PER SERIAL
		METHOD: CFI
		PERIODICITY: FIVE