

REAL ESTATE CONTRACT
US79 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MADELINE TEICHELMAN, A/K/A MADELINE DECKER TEICHELMAN, (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 0.353 acre tract of land, more or less, out of the J. J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 49),

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 herein, 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 and any improvements thereon, and for any damage to or reconfiguration or curative measures for the remaining property of Seller, shall be the sum of NINETY THOUSAND and 00/100 Dollars (\$90,000.00).

Pursuant to the terms of a Possession and Use Agreement recorded in Document No. 2009029196, Purchaser has previously paid to Seller the amount of \$71,404.00 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **TWO HUNDRED FIFTY TWO THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$18,596.00)**.

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before April 22, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title 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:

- (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.

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title 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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit 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.

[signature page follows]

SELLER:


Madeline Teichelman, a/k/a
Madeline Decker Teichelman

Date: _____

Address: _____

PURCHASER:

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge
Date: 6-27-11

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



County: Williamson
 Parcel No.: 49
 Highway: US 79
 Limits: US 79 from East of Hutto City Limit to CR 402
 CSJ:

PROPERTY DESCRIPTION FOR PARCEL 49

DESCRIPTION OF A 0.353 ACRE (15,396 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY ABSTRACT NO. 562, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1 ACRE TRACT OF LAND CONVEYED TO MADELINE DECKER TEICHELMAN AS INDEPENDENT EXECUTRIX OF THE ESTATE OF CARL EDWIN TEICHELMAN AND REBECCA LYNN TEICHELMAN BORGNE AS TRUSTEE OF THE CARL EDWIN TEICHELMAN TESTAMENTARY TRUST BY CAUSE NO. 03-0043-CP1, FILED IN COUNTY COURT AT LAW NO. 1 IN WILLIAMSON COUNTY, TEXAS, SAID 1 ACRE TRACT BEING THAT SAME 1 ACRE SAVE AND EXCEPT TRACT DESCRIBED IN DOCUMENT NO. 2006049418 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 104.44 ACRE TRACT OF LAND CONVEYED TO EDWIN TEICHELMAN BY INSTRUMENT RECORDED IN VOLUME 435, PAGE 496 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.353 ACRE (15,396 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING FOR REFERENCE at a found 1/2" iron rod with plastic cap at an interior ell corner in the southerly boundary line of that called 101.62 acre tract of land conveyed to Rebecca Lynn Teichelman Borgne, Trustee of the Edwin Carl Teichelman Testamentary Trust by said Cause No. 03-0043-CP1 filed in County Court at Law No. 1 in Williamson County, Texas, being the remainder of said 104.44 acre tract, of land described in Volume 435, Page 496 of the Deed Records of Williamson County, Texas, 288.14 feet left of proposed U.S. 79 baseline station 685+97.20, being the northwesterly corner of said 1 acre tract;

THENCE, with the common boundary line of said 1 acre tract and said 101.62 acre tract, **S 13°20'56" E** for a distance of **173.97 feet** to a set 1/2" iron rod with TXDOT aluminum cap in the proposed northerly right-of-way line of U.S. 79, 114.19 feet left of proposed U.S. 79 baseline station 685+99.23, being the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, departing said common boundary line, through the interior of said 1 acre tract, with said proposed northerly right-of-way line of U.S. 79, **N 77°19'11" E** for a distance of **162.06 feet** to a set 1/2" iron rod with TXDOT aluminum cap in a common boundary line of said 1 acre tract and said 101.62 acre tract, 114.19 feet left of proposed U.S. 79 baseline station 687+61.29, being the northeasterly corner of the herein described tract;
2. **THENCE**, departing said proposed northerly right-of-way line of U.S. 79, with said common boundary line, **S 13°20'56" E** for a distance of **95.01 feet** to a calculated point in the existing northerly right-of-way line of U.S. 79 (120 foot right-of-way width), being the southeasterly corner of said 1 acre tract and a exterior ell corner in the southerly boundary line of said 101.62 acre tract, and being the southeasterly corner of the herein described tract, from which a found 1/2" iron rod with plastic cap bears **N 13°20'56" W**, a distance of **0.74 feet**;

3. **THENCE**, departing said common boundary line, with the southerly boundary line of said 1 acre tract, same being said existing northerly right-of-way line of U.S. 79, **S 77°19'11" W** for a distance of **162.06** feet to a calculated point, being the southwesterly corner of said 1 acre tract and an exterior ell corner in the southerly boundary line of said 101.62 acre tract, and being the southwesterly corner of the herein described tract, from which a found 1/2" Iron rod with plastic cap bears **N 13°20'56" W**, a distance of 0.72 feet;
4. **THENCE**, departing said existing northerly right-of-way line of U.S., with said common boundary line, **N 13°20'56" W** for a distance of **95.01** feet to the **POINT OF BEGINNING**, containing 0.353 acres (15,396 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

M. Stephen Truesdale

13 DEC 07

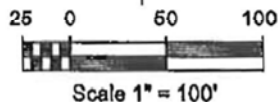
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LP
1504 Chisholm Trail Rd., Ste. 101
Round Rock, TX. 78681

Date

79par49.doc



LEGEND



PATRICK O'DAUGHERTY SURVEY
ABSTRACT NO. 184
APPROXIMATE SURVEY LINE
J. J. STUBBLEFIELD SURVEY
ABSTRACT NO. 562

- TXDOT TYPE I CONCRETE MONUMENT FOUND
 □ TXDOT TYPE II MONUMENT SET
 () TXDOT TYPE II MONUMENT FOUND
 (C) 1/2" IRON PIPE FOUND UNLESS NOTED
 O 1/2" IRON ROD SET W/TXDOT
 ALUMINUM CAP UNLESS NOTED
 (D) 1/2" IRON ROD WITH PLASTIC CAP FOUND
 ▲ 60 D NAIL SET UNLESS NOTED
 ▲ 80 D NAIL FOUND UNLESS NOTED
 Δ CALCULATED POINT
 O FENCE POST
 P PROPERTY LINE
 C CENTER LINE
 () RECORD INFORMATION
 P.O.B. POINT OF BEGINNING
 P.O.R. POINT OF REFERENCE
 P.C. POINT OF CURVATURE
 P.T. POINT OF TANGENT
 -x- FENCE
 W.C.T. DEED RECORDS OF
 WILLIAMSON COUNTY, TEXAS
 W.C.T. OFFICIAL PUBLIC RECORDS
 OF WILLIAMSON COUNTY, TEXAS
 L LINE BREAK

REBECCA LYNN TEICHELMAN BORGNE, TRUSTEE
OF THE EDWIN CARL TEICHELMAN TESTAMENTARY TRUST
(101.62 AC.)

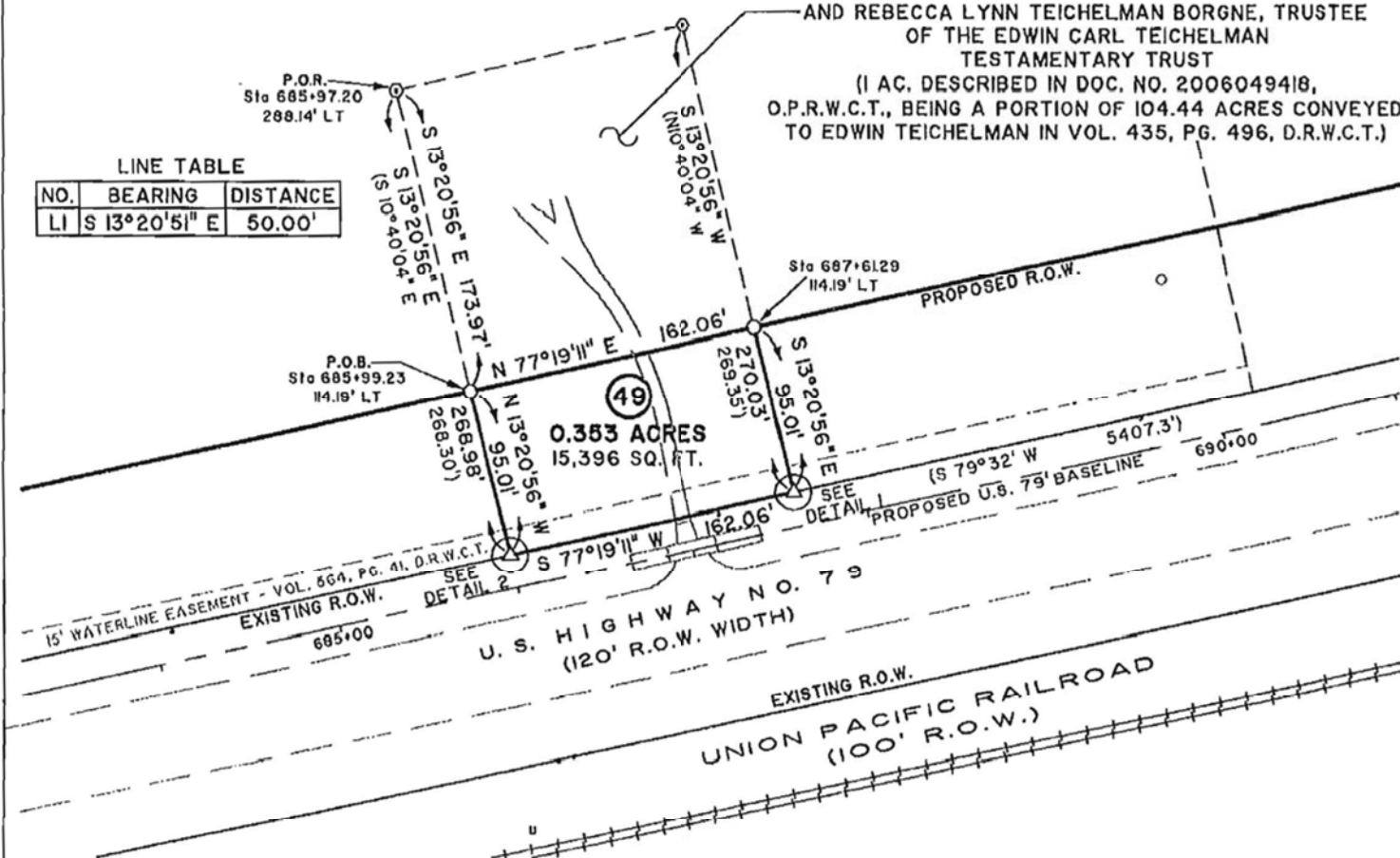
CAUSE NO. 03-0043-CPI
COUNTY COURT AT LAW NO. 1
WILLIAMSON COUNTY, TEXAS
DOC. NO. 2006049418, O.P.R.W.C.T.
(REMAINDER OF 104.44 ACRES DESCRIBED
IN VOL. 435, PG. 496, D.R.W.C.T.)

MADELINE DECKER TEICHELMAN
INDEPENDENT EXECUTRIX OF THE
ESTATE OF EDWIN CARL TEICHELMAN
CAUSE NO. 03-0043-CPI
COUNTY COURT AT LAW NO. 1

—AND REBECCA LYNN TEICHELMAN BORGNE, TRUSTEE
OF THE EDWIN CARL TEICHELMAN
TESTAMENTARY TRUST
(1 AC. DESCRIBED IN DOC. NO. 2006049418,
O.P.R.W.C.T., BEING A PORTION OF 104.44 ACRES CONVEYED
TO EDWIN TEICHELMAN IN VOL. 435, PG. 496, D.R.W.C.T.)

LINE TABLE

NO.	BEARING	DISTANCE
LI	S 13°20'51" E	50.00'



PARCEL PLAT SHOWING PROPERTY OF
REBECCA LYNN
TEICHELMAN BORGNE, TRUSTEE



Texas Department of Transportation

© 2003

SCALE
1" = 100'

CSJ #

PROJECT
U.S. 79

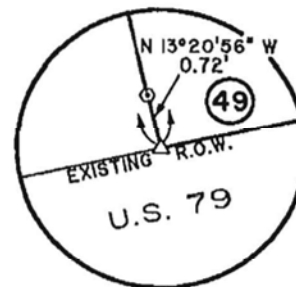
COUNTY
WILLIAMSON

PARCEL 49

PLAT TO ACCOMPANY DESCRIPTION



DETAIL 1
NOT TO SCALE



DETAIL 2
NOT TO SCALE

NOTES:

- 1) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1448, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED DECEMBER 1, 2006.
- 2) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 288, PAGE 35 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.
- 3) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO, TEXAS, RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 4) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.
- 5) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

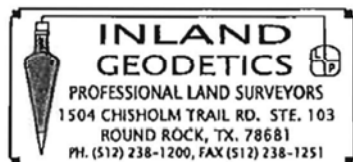
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale 13 DEC 07

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, L.P.
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 79681



PAGE 4 OF 4



PARCEL PLAT SHOWING PROPERTY OF
REBECCA LYNN
TEICHELMAN BORGNE, TRUSTEE



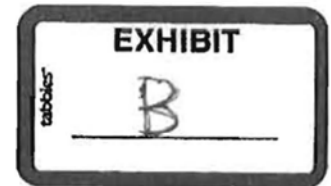
SCALE
1" = 100'

CSJ #

PROJECT
U.S. 79

COUNTY
WILLIAMSON

PARCEL 49



SPECIAL WARRANTY DEED
US 79 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 US Highway 79 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 MADELINE TEICHELMAN A/K/A MADELINE DECKER TEICHELMAN, 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 0.353 acre tract of land, more or less, being out of the J. J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 49)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of US 79, 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, acting by and through the Texas Transportation Commission, 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, acting by and through the Texas Transportation Commission 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 _____, 2011.

GRANTOR:

Madeline Teichelman a/k/a
Madeline Decker Teichelman

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Madeline Decker Teichelman, 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

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: