

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DEL WEBB TEXAS LIMITED PARTNERSHIP (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 of land and easement interests described as follows:

All of that certain 2.558 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 106, Parts 1-3); and

Drainage easement interest in and across all of that certain 0.165 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 106E); and

Waterline easement and electric easement interests in and across all of those three certain tracts as follows:

(a) being a 0.5899 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 106UE, Part 1); and

(b) being a 0.0053 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "D", attached hereto and incorporated herein (Parcel 106UE, Part 2); and

(c) being a 0.0237 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "E", attached hereto and incorporated herein (Parcel 106UE, Part 3)

Temporary construction easement interest for installation of waterline facilities in and across all of that certain 0.7775 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described as shown on the sketch which accompanies the field notes in Exhibit "C", attached hereto and incorporated herein.

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, and any improvements and fixtures situated on and attached to the real property described in Exhibit "A" (the "Real Property") (all of such Real Property, improvements, fixtures, rights, and appurtenances 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 Real Property described in Exhibit "A", the easement interest in the Property described in Exhibit "B", and for the acquisition of any improvements on the Real Property or for the relocation of any fencing to the new boundary of the Real Property or for any damages to the remaining property of Seller shall be the sum of TWO HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED EIGHTY FOUR and 00/100 Dollars (\$265,584.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibits "C-E" shall be the sum of FORTY SIX THOUSAND EIGHT HUNDRED SEVENTY NINE and 00/100 Dollars (\$46,879.00).

### Special Provisions

2.02. Purchaser hereby acknowledges that Seller will remove the letters identifying the name of the subdivision from the entrance monument situated on the Real Property prior to closing (defined below), or within 15 days after request from Purchaser .

### 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.)

3.01.1. 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 current, actual knowledge of Brent Baker, Seller's Division Vice President of Land Development and Acquisition, without personal liability to Mr. Baker and without any obligation of Mr. Baker and/or any other representative of Seller to undertake any further investigation or inquiry:

(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 Real Property herein is being conveyed, and the easement interests in the Property are being granted, to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The closing (herein so called) shall be held at the office of Texas American Title Company ("Title Company") on or before December 31, 2011, or at such time, date, and place as Seller and Purchaser may agree upon in writing (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Real Property described in Exhibit "A" (the "Deed"), deliver to the State of Texas a duly executed and acknowledged Drainage Easement (herein so called) conveying such interest in and to the property described in Exhibit "B", deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement (herein so called) conveying such interest in and to the property described in Exhibits "C-E", and deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement (herein so called) conveying such interest in and to the property described in Exhibits "C-E", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable; and
- (b) All easements, restrictions encumbrances and other matters filed of record in the Real Property Records of Williamson County, Texas, applicable to the Property, together with all matters that would be revealed by an accurate current survey or inspection of the Property.

The Deed shall be in the form as shown in Exhibit "F" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "G". The Waterline Easement shall be in the form as shown in Exhibit "H" attached hereto. The Electric Easement shall be in the form as shown in Exhibit "I" attached hereto.

(2) Instruct the Title Company to deliver to Purchaser in due course after the closing, a Texas Owner's Title Policy at Purchaser's sole expense, issued by the Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject to the matters set forth in the title commitment dated October 19<sup>th</sup> (waterline/electric easements) and October 20<sup>th</sup> (right of way and drainage easement), 2011, issued by the Title Company for the transaction contemplated herein, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exception shall be deleted, except for "shortages in area";
- (b) The exception as to restrictive covenants will be amended to describe the specific recording information of any restrictive covenants affecting the Property or deleted; and



- (c) The exception as to the lien for standby fees, taxes and assessments shall be limited to the year of the closing and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.
- (3) Deliver to Purchaser possession of the Real 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 Real 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, as Purchaser's sole and exclusive remedies, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by delivering written notice thereof to Seller, whereupon 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 terminate this Contract by delivering written notice thereof to Purchaser, whereupon the Escrow Deposit, if any, shall be forthwith delivered by the Title Company to Seller, 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. Intentionally Omitted.

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 (the "Effective Date").

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 Corporate Approval.

8.12 This Contract shall be contingent upon approval by Seller's Asset Management Committee. Seller's Asset Management Committee shall determine whether this Contract is approved or denied no later than 5 p.m. on the date ten (10) days after the Effective Date, and thereafter Seller shall promptly provide written notice of said determination to Purchaser in accordance with the notice provisions set forth in Section 8.01 above ("Corporate Approval Deadline"). If Seller fails to provide written notice to Purchaser that this Contract has been approved by Seller's Asset Management Committee on or before the Corporate Approval Deadline, then this Contract shall automatically terminate, and the parties shall have no further obligation to the other.

*[signature page follows]*



**SELLER:**

Del Webb Texas Limited Partnership,  
a Texas limited partnership

By: Del Webb Southwest Co.,  
an Arizona corporation

Its: general partner

By: [Signature]  
Name: BRENT BAKER  
Its: VICE PRESIDENT  
Date: 12/5/2011

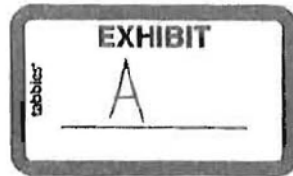
Address: 12301-B Riata  
Trace Parkway, Bldg. 2  
Austin, Texas 78727  
Attention: Brent Baker

**PURCHASER:**

COUNTY OF WILLIAMSON

By: [Signature]  
Dan A. Gattis, County Judge  
Date: 12-20-11

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626  
Attention: \_\_\_\_\_



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

Legal Description Parcel 106

BEING a 2.558 acre (111,356 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, the said 2.558 acre tract of land is out of and a part a 310.706 acre tract of land conveyed by Del Webb Communities, Inc. to Del Webb Texas Limited Partnership by deed recorded December 29, 1995 as Document No. 9558177 of the Official Records of Williamson County, Texas, also being out of and a part of LOT A, LOT B, and Sun City Boulevard. as depicted on the plat of Planned Unit Development of Sun City Georgetown, recorded in Cabinet FF, Slides 171-173, of the Plat Records of Williamson County, Texas, said 2.558 acre tract of land is further described by metes and bounds as follows:

PART 1 (UNDEVELOPED REMAINDER)

COMMENCING at a 1/2 inch iron rod found in the north right of way line of Sun City Boulevard, said rod being the point of tangency of a 249.36 feet curve shown on the above referenced plat, said rod is located 437.15 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1609+12.30;

THENCE North 69° 08' 00" East along the north right of way of Sun City Boulevard for a distance of 365.74 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1610+90.86;

1. THENCE with the proposed southwest right of way line of SH 195 in a northwesterly direction and with a curve turning to the right for an arc distance of 160.17 feet, said curve has a radius of 11579.16 feet, a delta angle of 0° 47' 33", a chord bearing of North 50° 47' 01" West, and a chord distance of 160.17 feet, to a TxDOT Type II concrete monument set for the non-tangent end of said curve, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1609+32.35;

EXHIBIT \_\_\_\_\_

2. THENCE North 52° 10' 06" West continuing with the proposed southwest right of way line of SH 195 for a distance of 482.58 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 135.00 feet right of Proposed SH 195 Baseline Station 1604+50.00;
3. THENCE North 50° 23' 14" West continuing with the proposed southwest right of way line of SH 195 for a distance of 249.09 feet to a TxDOT Type II concrete monument set for angle point, said monument is located 135.00 feet right of Proposed SH 195 Baseline Station 1602+00.91;
4. THENCE North 49° 43' 07" West continuing with the proposed southwest right of way line of SH 195 for a distance of 361.88 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet right of Proposed SH 195 Baseline Station 1598+35.00;
5. THENCE North 75° 05' 26" West continuing with the proposed southwest right of way line of SH 195 for a distance of 37.56 feet to a TxDOT Type II concrete monument set at the intersection of said proposed right of way line and the existing southeast right of way line of Oak Branch Drive, said monument is located 139.54 feet right of Proposed SH 195 Baseline Station 1597+99.97;
6. THENCE North 34° 40' 21" East with the existing southeast right of way line of Oak Branch Drive for a distance of 33.03 feet to a calculated point in the existing southwest right of way line of SH 195, from which a 1/2 inch iron rod found bears South 22° 48' 15" West a distance of 2.97 feet;
7. THENCE South 52° 25' 04" East with the existing southwest right of way line of SH 195 for a distance of 199.89 feet to a calculated angle point, from which a TxDOT Type I concrete monument found bears North 77° 00' 32" East a distance of 0.62 feet;
8. THENCE South 55° 16' 49" East continuing with the existing southwest right of way line of SH 195 for a distance of 700.00 feet to a calculated angle point;
9. THENCE South 58° 08' 34" East continuing with the existing southwest right of way line of SH 195 for a distance of 200.25 feet to a calculated angle point, from which a 5/8 inch iron rod found bent bears South 19° 54' 14" East a distance of 0.44 feet;
10. THENCE South 55° 16' 49" East continuing with the existing southwest right of way line of SH 195 for a distance of 216.68 feet to a calculated point at the intersection of the southwest right of way line of SH 195 and the existing north right of way line of said Sun City Boulevard, a found 3/4 inch iron rod bears South 10° 02' 59" West a distance of 0.54 feet;

EXHIBIT \_\_\_\_\_

11. THENCE along the existing north right of way line of Sun City Boulevard in a southwesterly direction and with a curve turning to the right for an arc distance of 54.94 feet, said curve has a radius of 25.30 feet, a delta angle of  $124^{\circ} 24' 49''$ , a chord bearing of South  $06^{\circ} 55' 36''$  West, and a chord distance of 44.76 feet, to a found 1/2 inch iron rod for the point of tangency of said curve;
12. THENCE South  $69^{\circ} 08' 00''$  West continuing with the north right of way line of Sun City Boulevard for a distance of 91.88 feet to the POINT OF BEGINNING, said described tract containing 1.990 acres (86,700 square feet) of land, more or less;

PART 2 (SUN CITY BOULEVARD AND LOT B)

COMMENCING at a 1/2 inch iron rod found in the north right of way line of Sun City Boulevard, said rod being the point of tangency of a 249.36 feet curve shown on the above referenced plat, said rod is located 437.15 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1609+12.30;

THENCE North  $69^{\circ} 08' 00''$  East along the north right of way of Sun City Boulevard for a distance of 365.74 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1610+90.86;

13. THENCE North  $69^{\circ} 08' 00''$  East continuing with the existing north right of way line of Sun City Boulevard for a distance of 91.88 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the left;
14. THENCE continuing along the existing north right of way line of Sun City Boulevard in a northeasterly direction and with a curve turning to the left for an arc distance of 54.94 feet, said curve has a radius of 25.30 feet, a delta angle of  $124^{\circ} 24' 49''$ , a chord bearing of North  $06^{\circ} 55' 36''$  East, and a chord distance of 44.76 feet to a calculated point on the existing south right of way line of SH 195, a found 3/4 inch iron rod bears South  $10^{\circ} 02' 59''$  West a distance of 0.54 feet;
15. THENCE South  $55^{\circ} 16' 49''$  East along the existing southwest right of way line of SH 195 for a distance of 193.44 feet to a 1/2 inch iron rod found at the intersection of the existing SH 195 right of way line and the south right of way line of Sun City Boulevard, the same being the north or northwest corner of LOT A as shown on the aforementioned plat;



EXHIBIT \_\_\_\_\_

16. THENCE South  $69^{\circ} 07' 54''$  West along the south right of way line of Sun City Boulevard and the north or northwest line of LOT A for a distance of 150.95 feet to a 5/8 inch iron rod with a (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 120.00 feet right of Proposed State Highway 195 Baseline Station 1612+28.90;
17. THENCE along the proposed southwest right of way line of SH 195 in a northwesterly direction and with a curve turning to the right for an arc distance of 139.48 feet, said curve has a radius of 11579.16 feet, a delta angle of  $0^{\circ} 41' 25''$ , a chord bearing of North  $51^{\circ} 31' 29''$  West, and a chord distance of 139.48 feet to the POINT OF BEGINNING, said described tract containing 0.413 acres (17,986 square feet) of land, more or less, of which 0.380 acres (16,565 square feet) lies within the existing dedicated roadway, and 0.033 acres (1,421 square feet) lies in LOT B as depicted on said plat;

PART 3 (SUN CITY LOT A – OPEN SPACE)

COMMENCING at a 5/8 inch iron rod with a plastic cap stamped "RODS Surveying" set in the south line of LOT A of the above referenced plat of the planned unit development of Sun City Georgetown, Sun City Boulevard Extension (East), said rod being the west corner of LOT 1, a 11.79 acre tract conveyed to LDJ Properties, LTD, by FWD Property Investors, Ltd. and MMSG Limited Partnership by a Partition Deed recorded October 25, 2010 as Document No. 2010071926 of said Official Public Records, said rod is located 374.64 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1611+32.97

THENCE North  $68^{\circ} 50' 11''$  East with the common line of LOT A and 11.79 acre tract for a distance of 295.81' feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1612+80.35;

18. THENCE along the proposed southwest right of way line of SH 195 in a northwesterly direction and with a curve turning to the right for an arc distance of 51.99 feet, said curve has a radius of 11579.16 feet, a delta angle of  $0^{\circ} 15' 26''$ , a chord bearing of North  $51^{\circ} 59' 55''$  West, and a chord distance of 51.99 feet to a 5/8 inch iron rod with a (TxDOT) aluminum cap set in the south right of way line of Sun City Boulevard and in the north line of LOT A, said rod is located 120.00 feet right of Proposed State Highway 195 Baseline Station 1612+28.90;
19. THENCE North  $69^{\circ} 07' 54''$  East along the south right of way line of Sun City Boulevard and the north line of LOT A for a distance of 150.95 feet to a 1/2 inch iron rod found in the existing south right of way line of SH 195 for the northeast corner of said LOT A;

EXHIBIT \_\_\_\_\_

20. THENCE South 55° 16' 49" East along the existing south right of way line of SH 195 for a distance of 52.98 feet to a calculated point in the existing southwest right of way line of SH 195 for the southwest corner of LOT A and for the north corner of the aforementioned 11.79 acre tract, from which a 1/2 inch iron rod found for witness bears North 68° 50' 52" East a distance of 0.28 feet;
21. THENCE South 68° 50' 11" West along the common line of said 11.79 acre tract and LOT A for a distance of 154.01 feet to the POINT OF BEGINNING, said described tract containing 0.155 acres (6,738 square feet) of land, more or less.

PARCEL SUMMARY

Part 1 = 86,700 square feet = 1.990 acres  
Part 2 = 1,421 square feet = 0.033 acres  
Part 3 = 6,738 square feet = 0.155 acres  
Total = 94,859 square feet = 2.178 acres

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

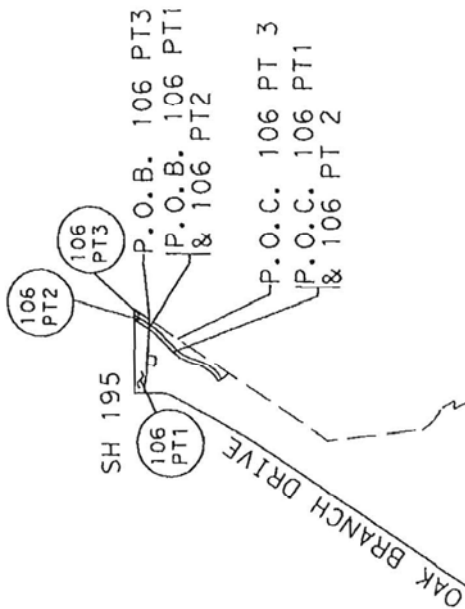
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 7-11-2011



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- FOUND CONCRETE MONUMENT (TXDOT TYPE 11)
- CONCRETE MONUMENT SET (TXDOT TYPE 11)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP (RODS SURVEYING INC. PROPERTY LINE)
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- P.O.B.
- P.O.C.
- PC
- PT
- CHB
- CHD
- B.L.
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- P.U.E.
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET  
DEL WEBB TEXAS  
LIMITED PARTNERSHIP  
N. T. S.

EXHIBIT



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

*Scott Morris* 7-11-2011  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS 127 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF

DEL WEBB TEXAS LIMITED PARTNERSHIP  
PARCELS 106 PT1, 106 PT2,  
& 106 PT3

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ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388

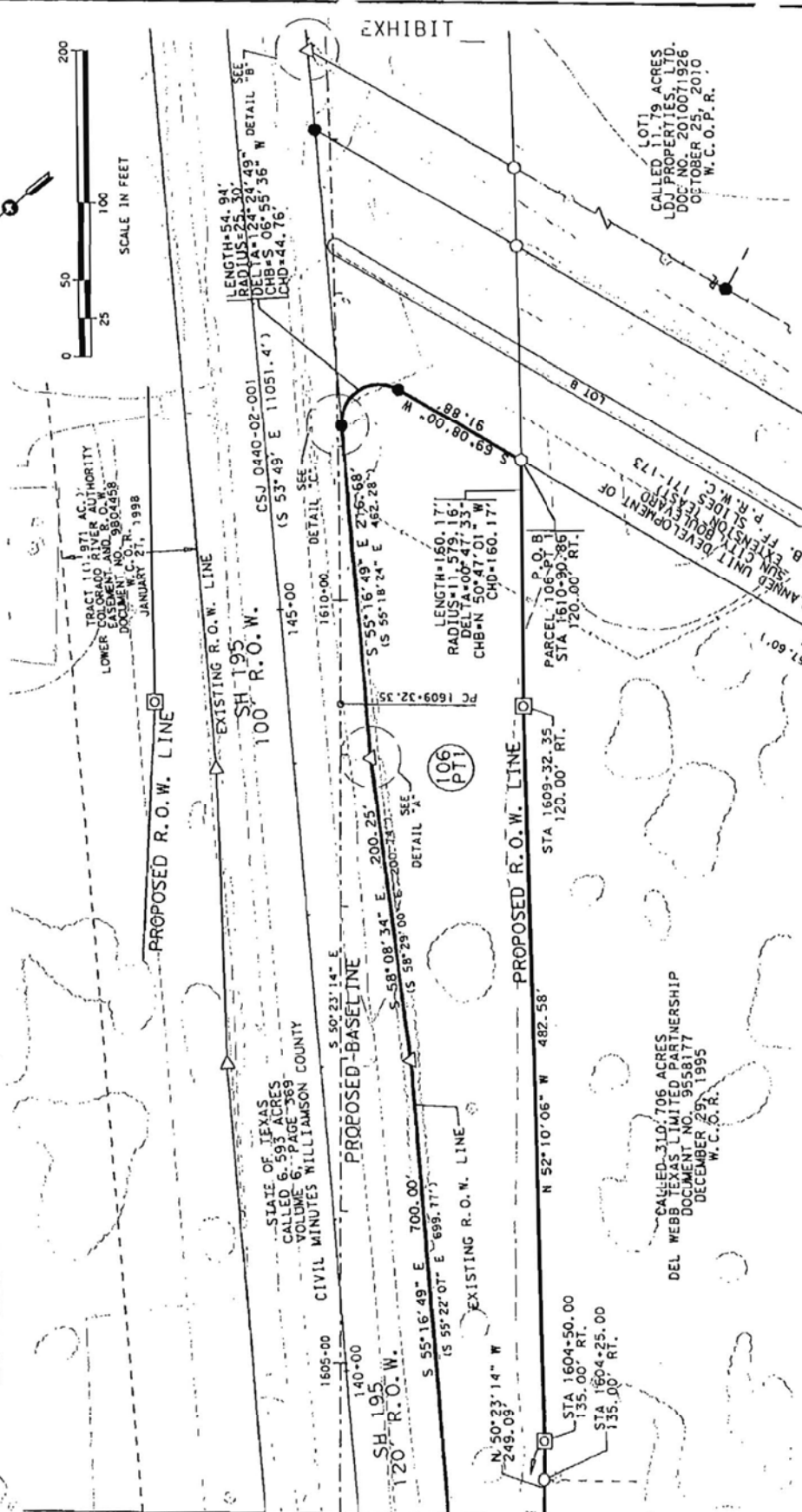
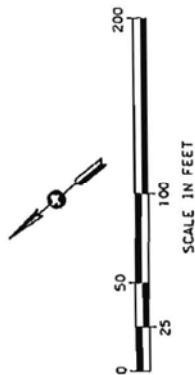
SCALE: 1"=100' JULY 11, 2011

PARCEL	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
106 PT1								
106 PT2	310.706	13,534,353	1.990	86,700	---			
106 PT3			0.033	1,421			308.528	13,439,494
106-E	310.706	13,534,353	0.155	6,738				
			0.165	7,200			310.706	13,534,353

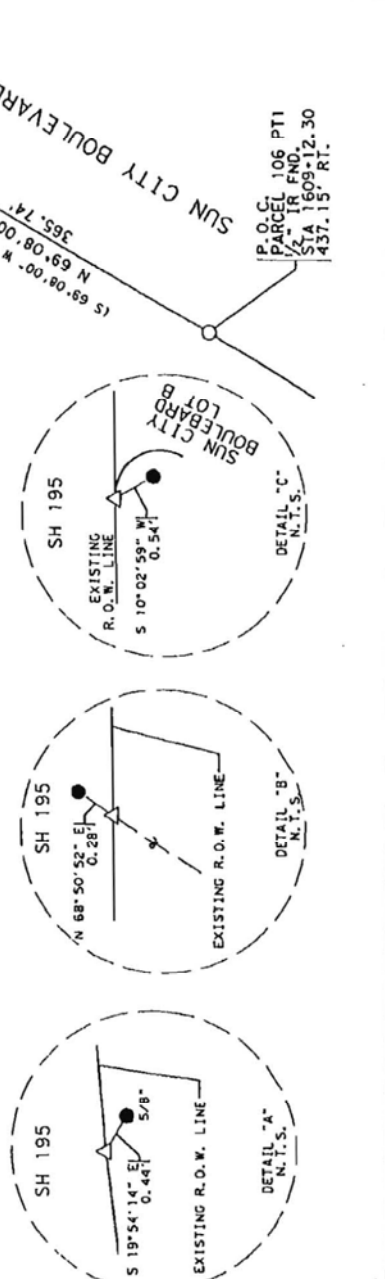
# BURRELL EAVES SURVEY, A-216

MATCHLINE STA 1604+00

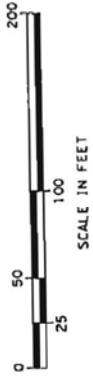
SEE PAGE 8



**RIGHT OF WAY PLAT**  
 SHOWING PROPERTY OF  
 DEL WEBB TEXAS LIMITED PARTNERSHIP  
 PARCEL 106 PT1  
 PAGE 7 OF 10  
 ROW CSJ NO. 0440-02-012  
 STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=100'  
 JULY 11, 2011







## BURRELL EAVES SURVEY, A-216

MATCHLINE STA 1604+00

SEE PAGE 7

RIGHT OF WAY PLAT

### SHOWING PROPERTY OF

PARCEL 106 PT1

PAGE 8 OF 10

ROW CSJ NO. 0440-02-012

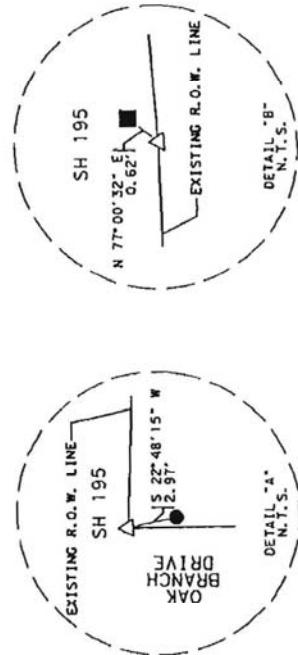
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

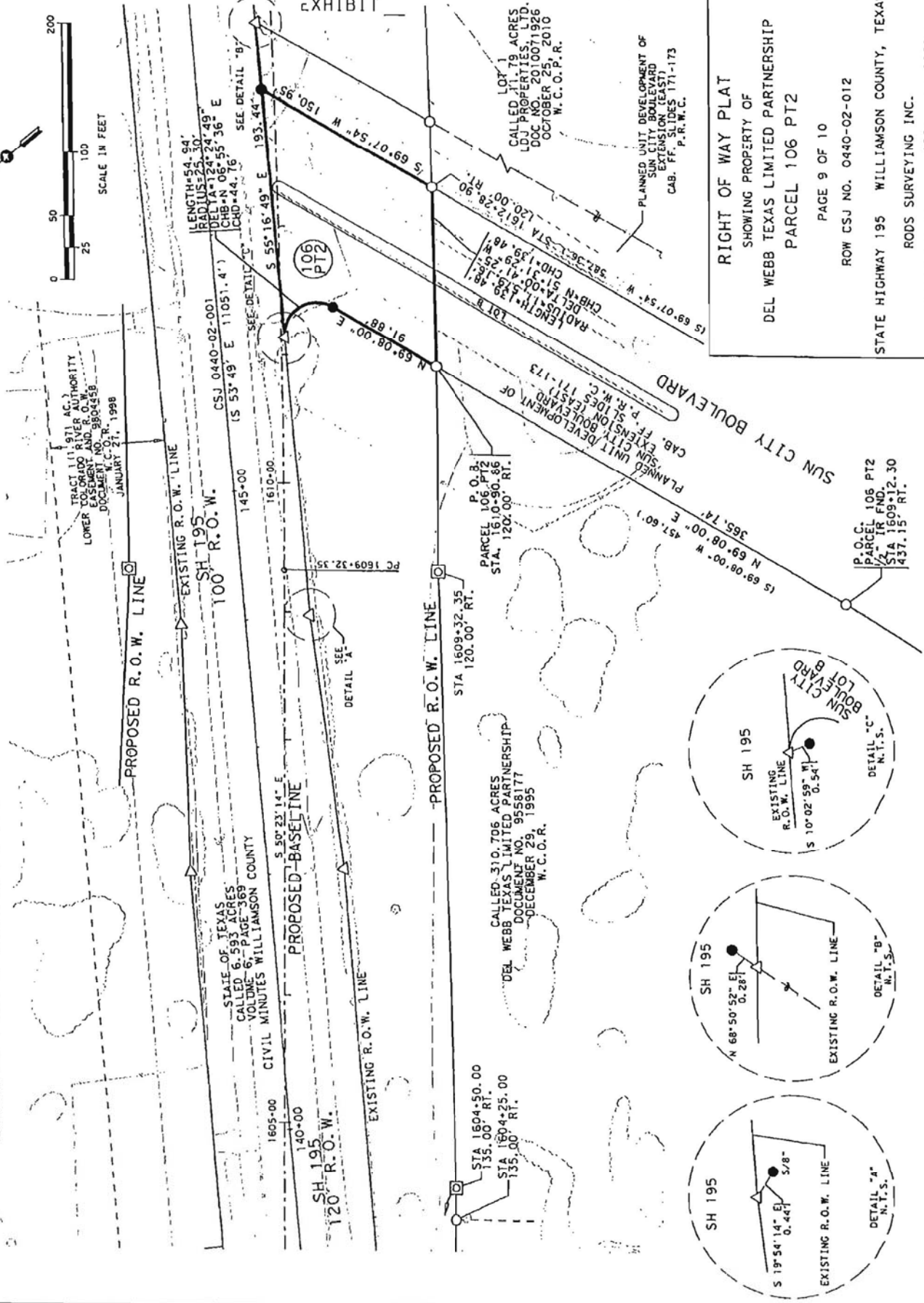
6810 LEE ROAD  
SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100'      JULY 11, 2011

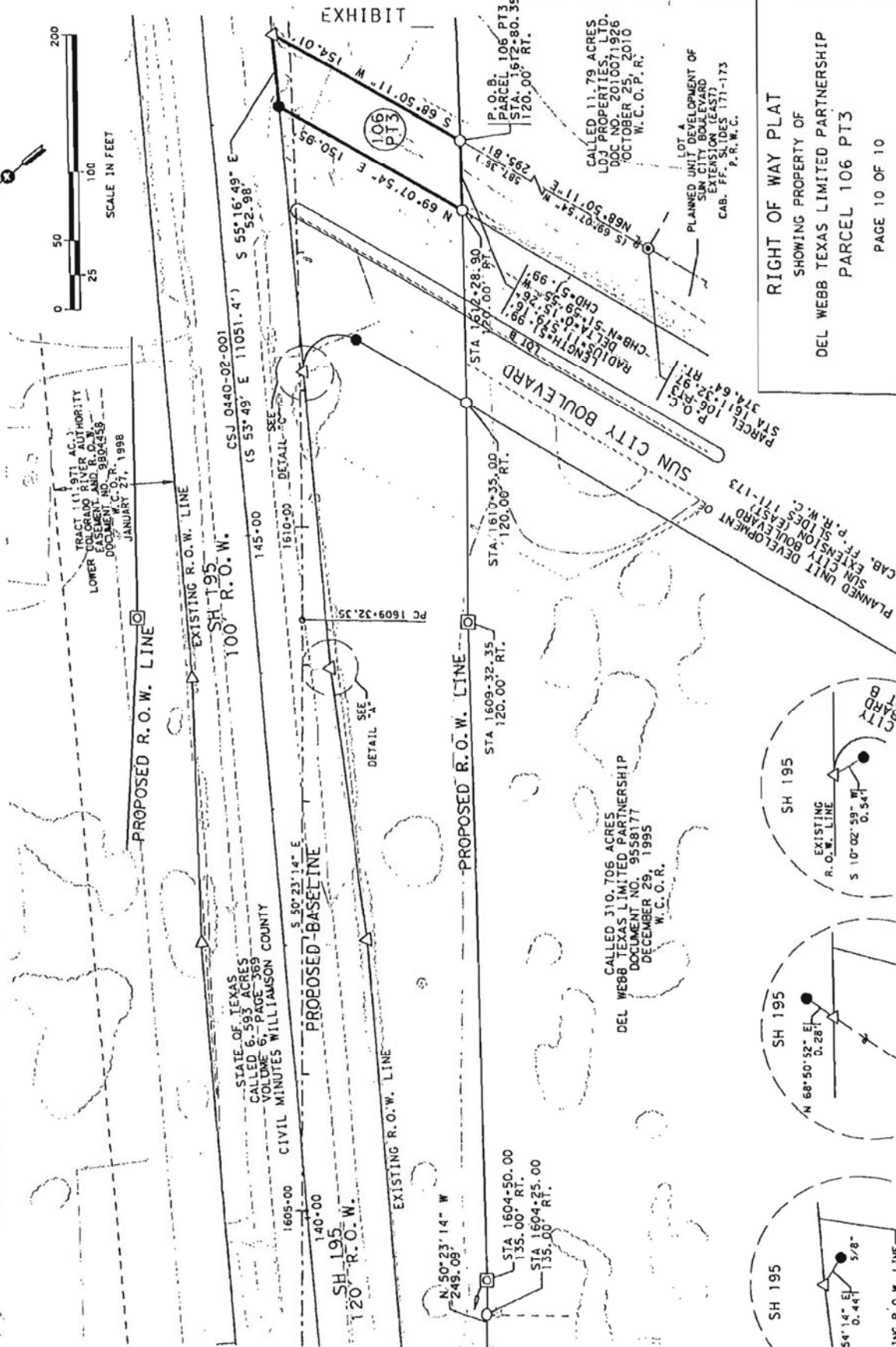


A vertical scale in feet, ranging from 0 to 200. Major markings are at 0, 25, 50, 100, and 200. A compass needle is positioned next to the scale, pointing to approximately 150 feet.



SCALE: 1"=100' JULY 11, 2011





RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
DEL WEBB TEXAS LIMITED PARTNERSHIP  
PARCEL 106 PT3  
PAGE 10 OF 10  
ROW CSJ NO. 0440-02-012  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' JULY 11, 2011

SH 195

EXISTING R. O. W. LINE

S 19° 54' 14" E  
D. 44'

5/8"

DETAIL "A"  
N.T.S.

SH 195

EXISTING R. O. W. LINE

N 68° 50' 52" E  
D. 28'

DETAIL "B"  
N.T.S.

SH 195

EXISTING R. O. W. LINE

S 10° 02' 59" W  
D. 54'

SUN CITY  
BOULEVARD  
LOT B

DETAIL "C"  
N.T.S.



Page 1 of 5  
March 7, 2007

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

#### Legal Description Parcel 106-E

BEING a 0.165 acre (7,200 square feet) tract of land is located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, the said 0.165 acre tract of land is out of and a part of a 310.706 acre tract conveyed by Del Webb Communities, Inc. to Del Webb Texas Limited Partnership by deed recorded December 29, 1995 as Document No. 9558177 of the Official Records of Williamson County, Texas, said 0.165 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found near a fence corner for a southern angle point of the above referenced 310.706 acre tract, said point is also the west or northwest corner of a 419.34 acre tract conveyed by Gladys Queen to Gladys A. Garland and Hugh Clark Garland, III, et al, by deed recorded October 30, 1992 in Volume 2210, Page 672 of said Official Records, said rod is located 3611.68 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1589+89.72;

THENCE North 68° 50' 52" East with the common line of the 310.706 acre tract and the 419.34 acre tract for a distance of 4062.99 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1612+79.86;

THENCE with the proposed southwest right of way line of SH 195 in a northwesterly direction and with a curve turning to the right for an arc distance of 351.15 feet, said curve has a radius of 11579.16 feet, a delta angle of 1° 44' 15", a chord bearing of North 51° 15' 22" West, and a chord distance of 351.14 feet, to a TxDOT Type II concrete monument set for the non-tangent end of said curve, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1609+32.35;

THENCE North 52° 10' 06" West continuing with the proposed southwest right of way line of SH 195 for a distance of 482.58 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 135.00 feet right of Proposed SH 195 Baseline Station 1604+50.00;



EXHIBIT \_\_\_\_\_

THENCE North 50° 23' 14" West continuing with the proposed southwest right of way line of SH 195 for a distance of 25.00 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the POINT OF BEGINNING of the herein described tract of land, said rod is located 135.00 feet right of Proposed SH 195 Baseline Station 1604+25.00;

1. THENCE South 39° 36' 46" West with the southeast line of the herein described tract of land for a distance of 80.00 feet to a calculated point for corner, said point is located 215.00 feet right of Proposed SH 195 Baseline Station 1604+25.00;
2. THENCE North 50° 23' 14" West with the southwest line of the herein described tract of land for a distance of 90.00 feet to a calculated point for corner, said point is located 215.00 feet right of Proposed SH 195 Baseline Station 1603+35.00;
3. THENCE North 39° 36' 46" East with the northwest line of the herein described tract of land for a distance of 80.00 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 135.00 feet right of Proposed SH 195 Baseline Station 1603+35.00;

EXHIBIT \_\_\_\_\_

4. THENCE South  $50^{\circ} 23' 14''$  East with the proposed southwest right of way line of SH 195 for a distance of 90.00 feet to the POINT OF BEGINNING, said described tract containing 0.165 acres (7,200 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

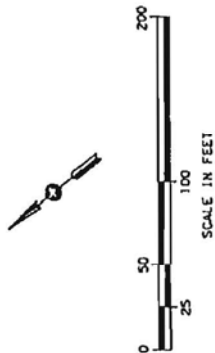
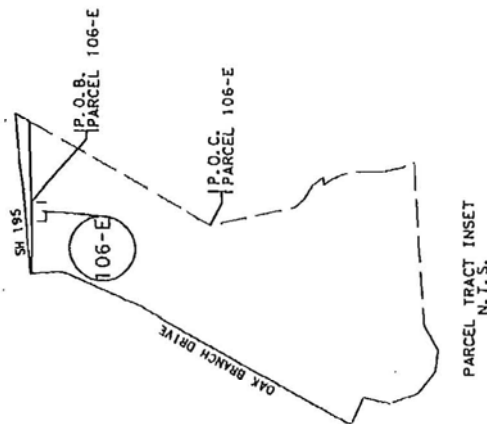
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007



# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP
- PROPOSED PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- B.L.
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.O.P.R.
- WILLIAMSON COUNTY PLAT RECORDS
- W.C.P.R.
- ON SITE SEWERAGE FACILITY SETBACK



EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE, AND CORRECT AND REFLECTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

*Scott Morris* March 7, 2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
DEL WEBB TEXAS LIMITED PARTNERSHIP  
PARCEL 106-E

PAGE 4 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

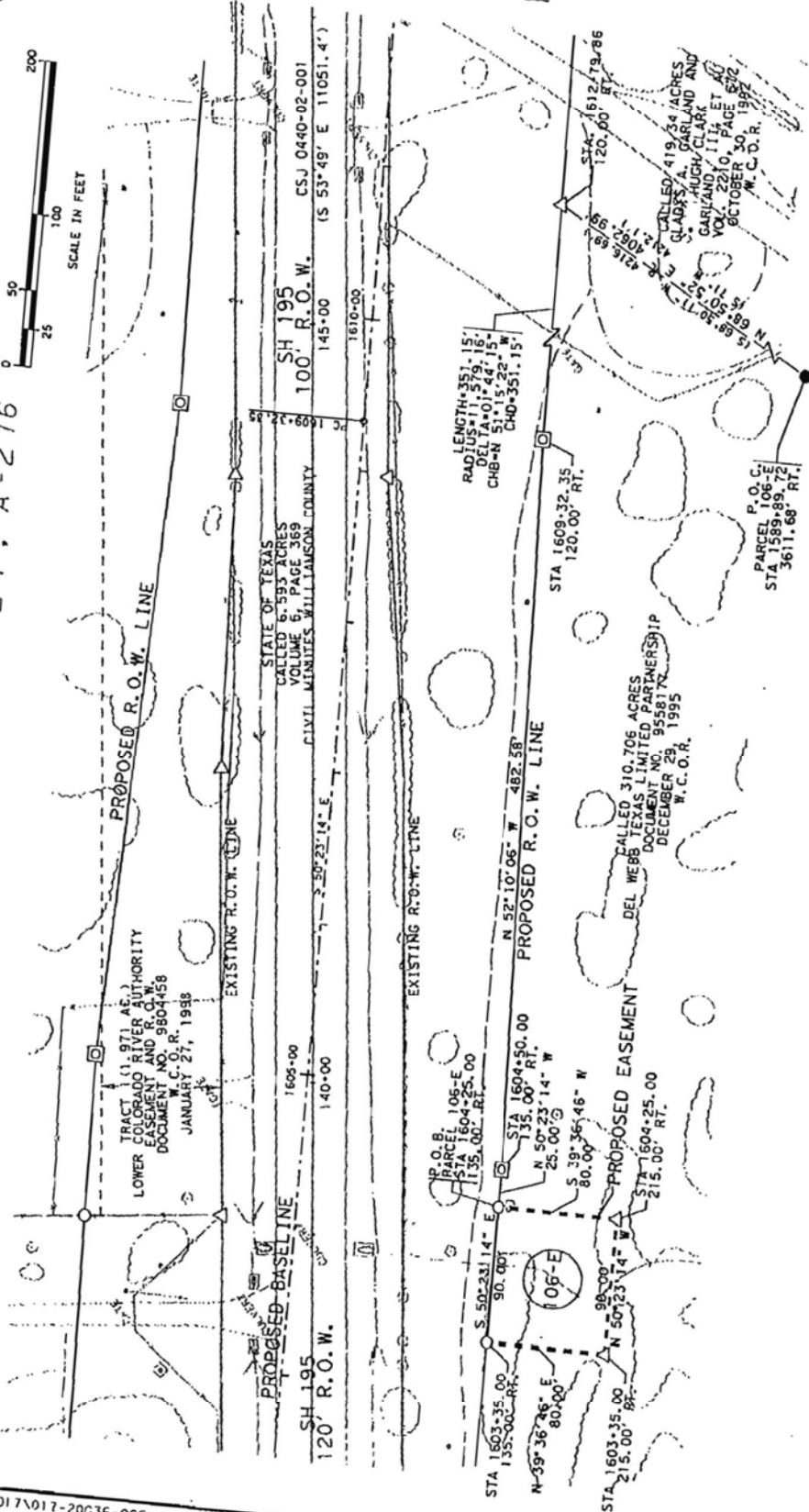
ROOS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

## NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID A82837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

# BURRELL EAVES SURVEY, A-216



EXHIBIT

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
DEL WEBB TEXAS LIMITED PARTNERSHIP  
PARCEL 106-E

PAGE 5 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100'

MARCH 7, 2007

5/11/15 - parcel 1066 (p.1)



STATE OF TEXAS  
COUNTY OF WILLIAMSON

EASEMENT

0.5899 ACRE SITUATED IN  
BURRELL EAVES SURVEY  
ABSTRACT 216  
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.5899 ACRE (25,695 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 310.706 ACRES TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED AND ASSUMPTION TO DEL WEBB TEXAS LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 9558177 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation Type II Concrete Monument with Brass Disk (TxDOT Type II) found at the intersection of the proposed southwest right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way, with the southeast right-of-way line of Oak Branch Drive, an 80-foot wide right-of-way according to the plat of Shady Oaks Estates Section One, a subdivision according to the plat of record in Cabinet N, Slides 231-232 of the Plat Records of Williamson County, Texas, same being the northwest line of said 310.706 acres tract;

**THENCE** leaving said southeast right-of-way line of Oak Branch Drive and said northwest line of the 310.706 acres tract, crossing said 310.706 acres tract with said proposed southwest right-of-way line of SH195 the following five (5) courses and distances:

1. S75°05'26"E a distance of 37.56 feet to a TxDOT Type II monument found for an angle point,
2. S49°43'07"E a distance of 361.88 feet to a TxDOT Type II monument found for an angle point,
3. S50°23'14"E a distance of 249.09 feet to a TxDOT Type II monument found for an angle point,
4. S52°10'06"E a distance of 482.58 feet to a TxDOT Type II monument found for a non-tangent point of curvature to the left, and
5. with the arc of said curve to the left a distance of 160.15 feet, said curve having a radius of 11,579.16 feet, a central angle of 00°47'33", and a chord bearing S50°47'00"E a distance of 160.15 feet to the intersection of said proposed southwest right-of-way line of SH195 with the northwest right-of-way line of Sun City Boulevard, a 120-foot wide right-of-way according to the plat of Planned Unit Development of Sun City Georgetown, Sun City Boulevard Extension (East), a subdivision according to the plat of record in Cabinet FF, Slides 171-173 of said Plat Records of Williamson County, Texas;

**THENCE** continuing across said 310.706 acres tract, with said northwest right-of-way line of Sun City Boulevard, S69°07'38"W a distance of 23.16 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESM1" set, and from which a 1/2-inch iron rod with plastic cap stamped "Survcon" found for a point of curvature in said northwest right-of-way line of Sun City Boulevard, bears S69°07'38"W a distance of 342.55 feet;

**THENCE** leaving said northwest right-of-way line of Sun City Boulevard, continuing across said 310.706 acres tract the following five (5) courses and distances:



1. with the arc of a curve to the right a distance of 148.43 feet, said curve having a radius of 11,599.16 feet, a central angle of 00°43'59", and a chord bearing N50°45'19"W a distance of 148.42 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
2. N52°10'06"W a distance of 482.58 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
3. N50°23'14"W a distance of 249.52 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
4. N49°43'07"W a distance of 357.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point, and
5. N75°05'26"W a distance of 40.24 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said southeast right-of-way line of Oak Branch Drive and said northwest line of the 310.706 acres tract;

**THENCE** with said southeast right-of-way line of Oak Branch Drive and said northwest line of the 310.706 acres tract, N34°40'21"E a distance of 21.25 feet to said **POINT OF BEGINNING** and containing 0.5899 acre.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of October 2010, A.D.

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



*[Signature]* 10/29/2010  
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 October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-106-26903.dgn, dated October 29, 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.

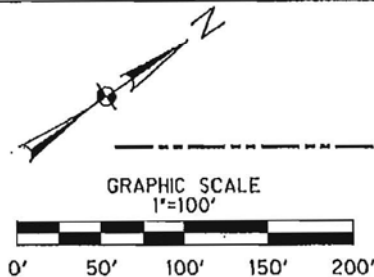
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2W, 100295, MON, PS, FW, 2

SHEET 2

H:\2006\26903\CD\US\new\EX-106-26903.dgn

4/20/2011 4:55:44 PM



- LEGEND:**
- FOUND TxDOT BRASS MONUMENT
  - FOUND 1/2" IRON ROD (UNLESS NOTED)
  - △ CALCULATED POINT
  - 1/2" IRON ROD SET W/ 'HALFF ESMT' CAP
  - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
  - O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
  - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
  - O.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - I.R.F. IRON ROD FOUND (SIZE NOTED)
  - ( ) RECORD INFORMATION
  - NTS NOT TO SCALE
  - R PROPERTY LINE

PROPOSED ESMT.  
25,695 SQ. FT.  
0.5899 AC.

REMAINDER OF  
A CALLED 310.706 AC.  
DEL WEBB, A TEXAS  
LIMITED PARTNERSHIP  
DOC. # 9558177  
O.R.W.C.T.

30' WIDE TEMPORARY  
CONSTRUCTION ESMT.  
0.7775 AC  
33,866 SQ. FT.

SUN CITY BOULEVARD  
CAB. 1120' R.O.W.  
P.R.W.C.T. 171-173

LINE	BEARING	DISTANCE
L1	N69°07'38"W	23.16'
L2	S69°07'38"W	23.16'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	11,579.16'	00° 47' 33"	160.15'	S 50° 47' 00" E	160.15'
C2	11,599.16'	00° 43' 59"	148.43'	N 50° 45' 19" W	148.42'



4030 WEST BRAKER LANE, SUITE 400  
AUSTIN, TEXAS 78769-6350  
TEL (512) 252-8104  
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR  
PARCEL 108

Project No.: 26903  
Issued: 10/29/2010

Accompanying file Name:  
SV-LD-108-26903.doc

4 of 4

MATCHLINE SHEET 3  
SHEET 4

EXISTING R.O.W. LINE

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

BURRELL LEAVES  
SURVEY, A-216

S.H. 195  
100' R.O.W.  
CSJ 0440-02-001  
CSJ 0440-02-012

S52°10'06"E 482.58'  
N52°10'06"W 482.58'

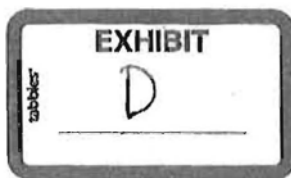
PROPOSED R.O.W. LINE

C2

C1

L2





SH195 parcel 166A (p. 2)

STATE OF TEXAS  
COUNTY OF WILLIAMSON

EASEMENT

0.0053 ACRE SITUATED IN  
BURRELL EAVES SURVEY  
ABSTRACT 216  
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.0053 ACRE (232 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT B, PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, SUN CITY BOULEVARD EXTENSION (EAST), A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET FF, SLIDES 171-173 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 yellow plastic cap stamped "Survcon" found for a point of curvature in the southeast right-of-way line of Sun City Boulevard, a 120-foot wide right-of-way, same being the northwest line of Lot A, both of said plat of Planned Unit Development of Sun City Georgetown, Sun City Boulevard Extension (East);

THENCE with said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A, N69°07'38"E a distance of 436.82 feet to the intersection of said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A with the proposed southwest right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way, and from which a 1/2-inch iron rod found at the intersection of said southeast right-of-way line of Sun City Boulevard with the existing southwest right-of-way line of SH195, a 100-foot wide right-of-way, for the north corner of said Lot A, bears N69°07'38"E a distance of 150.94 feet, also a 5/8-inch iron rod with aluminum cap stamped "TXDOT" found at the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said Lot A, same being the northwest line of a called 417.81 acres tract as described in a Warranty Deed to FWD Property Investors L.P. and recorded in Document No. 2010037193 of the Official Public Records of Williamson County, Texas, bears 51.52 feet along a curve to the left, said curve having a radius of 11,579.16 feet, a central angle of 00°15'18", and a chord bearing S51°59'50"E a distance of 51.52 feet;

THENCE leaving said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A, crossing said Sun City Boulevard with said proposed southwest right-of-way line of SH195, with the arc of a curve to the right a distance of 64.06 feet, said curve having a radius of 11,579.16 feet, a central angle of 00°19'01", and a chord bearing N51°42'41"W a distance of 64.06 feet to the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said Lot B;

THENCE leaving said proposed southwest right-of-way line of SH195, with said southeast line of Lot B, S69°07'38"W a distance of 23.25 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said southeast line of Lot B, crossing said Lot B with the arc of a curve to the right a distance of 11.62 feet, said curve having a radius of 11,599.16 feet, a central angle of 00°03'27", and a chord bearing N51°27'56"W a distance of 11.62 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the northwest line of said Lot B;



**THENCE** with said northwest line of Lot B, N69°07'38"E a distance of 23.23 feet to the intersection of said proposed southwest right-of-way line of SH195 with said northwest line of Lot B;

**THENCE** leaving said northwest line of Lot B, crossing said Lot B with said proposed southwest right-of-way line of SH195, with the arc of a curve to the left a distance of 11.62 feet, said curve having a radius of 11,579.16 feet, a central angle of 00°03'27", and a chord bearing S51°31'27"E a distance of 11.62 feet to said **POINT OF BEGINNING** and containing 0.0053 acre.

THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

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 October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of October 2010, A.D.

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

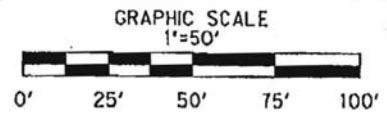


*[Signature]* 10/29/2010  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

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 October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-LotB-26903.dgn, dated October 29, 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.

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	11,599.16'	00° 03' 27"	11.62'	N 51° 27' 56" W	11.62'
C2	11,579.16'	00° 03' 27"	11.62'	S 51° 31' 27" E	11.62'
C3	11,579.16'	00° 19' 01"	64.06'	N 51° 42' 41" W	64.06'
C4	11,579.16'	00° 15' 18"	51.52'	S 51° 59' 50" E	51.52'



EXISTING  
R.O.W. LINE

S.H. 195  
(100' R.O.W.)  
CSJ 0440-02-001  
CSJ 0440-02-012

EXISTING R.O.W. LINE

150.94'  
N69°07'38"E

LOT B  
OPEN SPACE, SIGN  
& LANDSCAPE ESMT.  
PLANNED UNIT  
DEVELOPMENT OF  
SUN CITY BOULEVARD  
EXTENSION (EAST)  
CAB. FF, SLIDES 171-173  
P.R.W.C.T.

PROPOSED R.O.W. LINE

BURRELL LEAVES  
SURVEY, A-216

PROPOSED ESMT.  
232 SQ. FT.  
0.0053 AC.

P.O.B.

REMAINDER OF  
A CALLED 417.81 AC.  
FWD PROPERTY  
INVESTORS L.P.  
A NEW JERSEY LIMITED  
PARTNERSHIP  
DOC. # 2010037193  
O.P.R.W.C.T.

REMAINDER OF  
A CALLED 310.706 AC.  
DEL WEBB, A TEXAS  
LIMITED PARTNERSHIP  
DOC. # 9558177  
O.R.W.C.T.

SUN CITY BOULEVARD

(120' R.O.W.)  
CAB. FF, SLIDES 171-173  
P.R.W.C.T.

N69°07'38"E 436.82'

LOT A  
OPEN SPACE & D.E.  
PLANNED UNIT DEVELOPMENT OF  
SUN CITY BOULEVARD  
EXTENSION (EAST)  
CAB. FF, SLIDES 171-173  
P.R.W.C.T.

P.O.C.

(YELLOW  
SURVCON  
CAP)

LEGEND:

- FOUND TXDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- ⊗ FOUND 3/8" IRON ROD W/ALUMINUM CAP
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 'HALFF ESMT' CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- ( ) RECORD INFORMATION
- N/T NOT TO SCALE
- P PROPERTY LINE

LINE	BEARING	DISTANCE
L1	S69°07'38"W	23.25'
L2	N69°07'38"E	23.23'



**HALFF**

4030 WEST BRAKER LANE, SUITE 460  
AUSTIN, TEXAS 78769-6366  
TEL (512) 252-8164  
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR  
LOT B

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:  
SV-LD-LOT B-26903.doc

3 of 3

2011 JACOBS MON, 15 PM:28

Design

K:\26903\26903\CAD\DWG\SH195\LOT B-26903.dwg

4/29/2011 3:45:20 PM



SH195 - med 1066E/p3

STATE OF TEXAS  
COUNTY OF WILLIAMSON

EASEMENT

0.0237 ACRE SITUATED IN  
BURRELL EAVES SURVEY  
ABSTRACT 216  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.0237 ACRE (1,031 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT A, PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, SUN CITY BOULEVARD EXTENSION (EAST), A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET FF, SLIDES 171-173 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 yellow plastic cap stamped "Survcon" found for a point of curvature in the southeast right-of-way line of Sun City Boulevard, a 120-foot wide right-of-way according to said plat of Planned Unit Development of Sun City Georgetown, Sun City Boulevard Extension (East), same being the northwest line of said Lot A;

**THENCE** with said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A, N69°07'38"E a distance of 413.50 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 southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A, N69°07'38"E a distance of 23.32 feet to the intersection of said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A with the proposed southwest right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way, and from which a 1/2-inch iron rod found at the intersection of said southeast right-of-way line of Sun City Boulevard with the existing southwest right-of-way line of SH195, a 100-foot wide right-of-way, for the north corner of said Lot A bears N69°07'38"E a distance of 150.94 feet;

**THENCE** leaving said southeast right-of-way line of Sun City Boulevard and said northwest line of Lot A, crossing said Lot A with said proposed southwest right-of-way line of SH195, with the arc of a curve to the left a distance of 51.52 feet, said curve having a radius of 11,579.16 feet, a central angle of 00°15'18", and a chord bearing S51°59'50"E a distance of 51.52 feet to a 5/8-inch iron rod with aluminum cap stamped "TXDOT" found at the intersection of said proposed southwest right-of-way line of SH195 with the southeast line of said Lot A, same being the northwest line of a called 417.81 acres tract as described in a Warranty Deed to FWD Property Investors L.P. and recorded in Document No. 2010037193 of the Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RDS 4094" found in said existing southwest right-of-way line of SH195 for the east corner of said Lot A, same being the north corner of said 417.81 acres tract, bears N68°50'52"E a distance of 154.00 feet;

**THENCE** leaving said proposed southwest right-of-way line of SH195, with said southeast line of Lot A and said northwest line of the 417.81 acres tract, S68°50'52"W a distance of 23.32 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;



**THENCE** leaving said southeast line of Lot A and said northwest line of the 417.81 acres tract, crossing said Lot A, with the arc of a curve to the right a distance of 51.62 feet, said curve having a radius of 11,599.16 feet, a central angle of 00°15'18", and a chord bearing N51°56'17"W a distance of 51.62 feet to said **POINT OF BEGINNING** and containing 0.0237 acre.

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

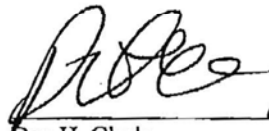
**COUNTY OF TRAVIS**

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of October 2010, A.D.

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

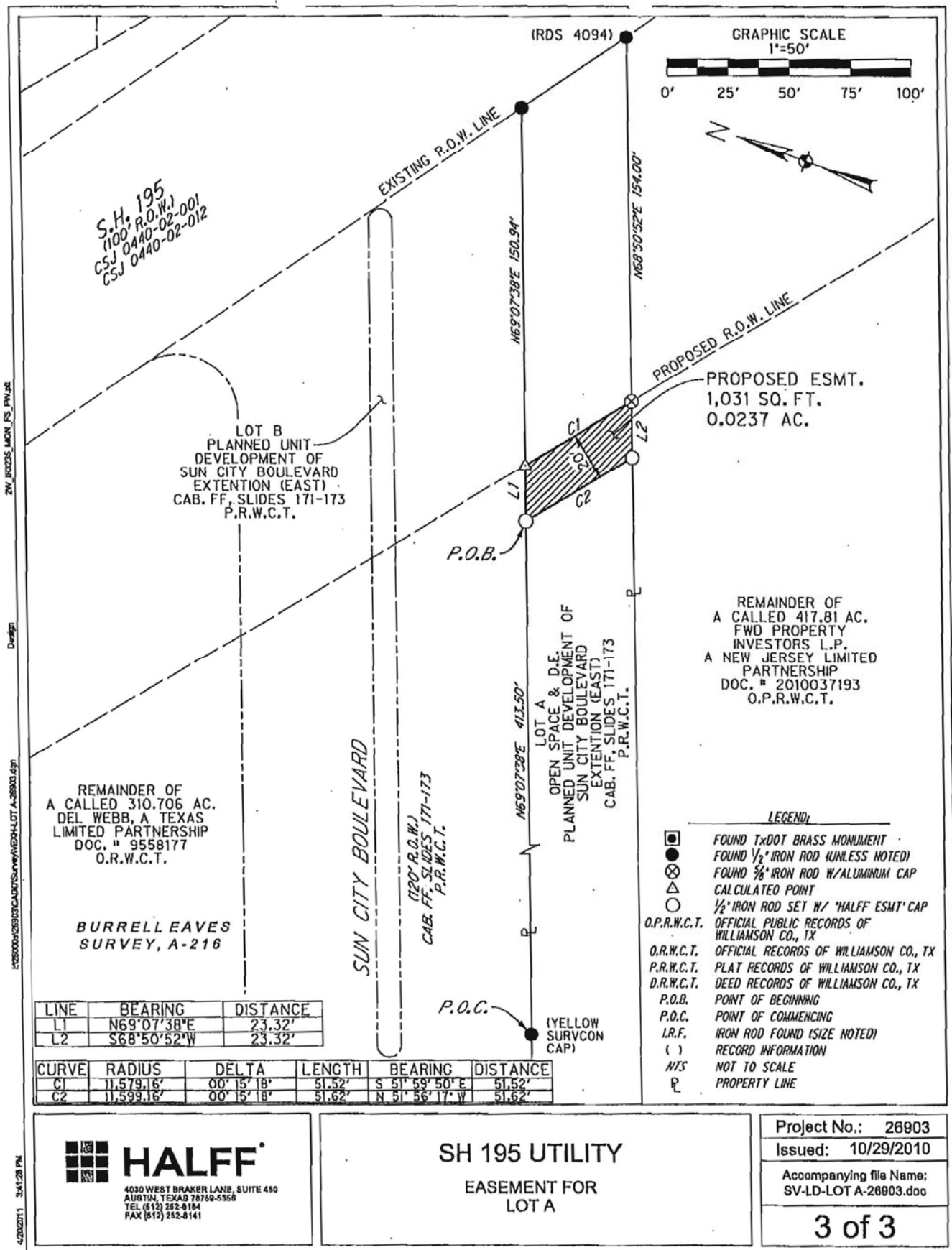


 10/29/2010  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

**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 October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-LotA-26903.dgn, dated October 29, 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.





Parcel 106  
CSJ: 0440-02-012



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

**THE STATE OF TEXAS**                   §  
   §  
**COUNTY OF WILLIAMSON**           §

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

**WHEREAS**, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

**WHEREAS**, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, DEL WEBB TEXAS LIMITED PARTNERSHIP, 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 that certain tract or parcel 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 2.558 acre tract of land, more or less, situated in the Burrell Eaves 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 106, Part 1-3) (the "Property").

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made by Grantor and accepted by the State of Texas subject to the following: Visible and apparent easements not appearing of record; Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments which a current survey would show; Easements,

restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time (the "Permitted Exceptions").

Grantor reserves all of the oil, gas and sulphur, 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 shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

**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 itself and its 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, and subject to the Permitted Exceptions.

**EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THE REAL ESTATE CONTRACT OF SALE DATED DECEMBER \_\_, 2011, BY AND BETWEEN GRANTOR AND GRANTEE (THE "CONTRACT"), BY ITS ACCEPTANCE OF THIS DEED, GRANTEE AGREES THAT GRANTOR IS CONVEYING THE PROPERTY IN ITS "AS-IS" PHYSICAL CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, AND GRANTOR DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND USE.**

This deed is being delivered in lieu of condemnation.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

Del Webb Texas Limited Partnership,  
a Texas limited partnership

By: Del Webb Southwest Co.,  
an Arizona corporation  
Its: general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its : \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, \_\_\_\_\_ of Del Webb Southwest Co., an Arizona corporation, on behalf of said corporation, in its capacity as general partner of Del Webb Texas Limited Partnership, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas



**PREPARED IN THE OFFICE OF:**

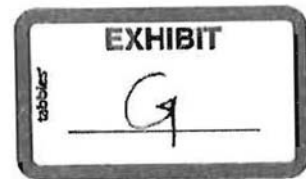
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**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:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761



**DRAINAGE EASEMENT**

State Highway 195

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

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

All of that certain 0.165 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein (**Parcel 106E**).

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

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

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

This conveyance is made subject to all matters of record in the Real Property Records of Williamson County, Texas, applicable to the Property, together with all matters that would be revealed by an accurate current survey or inspection of the Property (the "Permitted Exceptions").

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

And Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

The perpetual easement, rights and privileges granted herein are non-exclusive, but Grantor covenants not to convey any other easement or conflicting rights in the future within the premises covered by this grant that unreasonably interfere with the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

**Del Webb Texas Limited Partnership,**  
a Texas limited partnership

By: Del Webb Southwest Co.,  
an Arizona corporation

Its: general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its : \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, \_\_\_\_\_ of Del Webb Southwest Co., an Arizona corporation, on behalf of said corporation, in its capacity as general partner of Del Webb Texas Limited Partnership, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**





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

All of that certain 0.5899 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 106WE—part 1); and

All of that certain 0.0053 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit B, said exhibit being incorporated herein by reference for all purposes (Parcel 106WE—part 2); and

All of that certain 0.0237 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit C, said exhibit being incorporated herein by reference for all purposes (Parcel 106WE—part 3).

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

All of that certain 0.7775 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**Permitted Exceptions:** This conveyance is made subject to all matters of record in the Real Property Records of Williamson County, Texas, applicable to the Water Line Easement Tract and the Temporary Construction Easement Tract, respectively, together with all matters that would be revealed by an accurate current survey or inspection of the Water Line Easement Tract and the Temporary Construction Easement Tract, respectively.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that

may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract. Notwithstanding any provision in this instrument to the contrary, in the event that Grantor modifies existing fencing or constructs new fencing on Grantor's property after the date of this instrument so as to deprive Grantee of access to or from the Waterline Easement Tract (including access required for vehicles and equipment), Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access.

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

**Non-Exclusive:** Grantee's easement rights within the Waterline Easement Tract shall be non-exclusive; provided, however, Grantor shall not convey easements to others within the Waterline Easement Tract that results in damage to Grantee's facilities located within, or interferes with Grantee's use and enjoyment of, the Waterline Easement Tract with respect to such facilities.

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

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

**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 of any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

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

**GRANTOR:**

Del Webb Texas Limited Partnership,  
a Texas limited partnership

By: Del Webb Southwest Co.,  
an Arizona corporation  
Its: general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, \_\_\_\_\_ of Del Webb Southwest Co., an Arizona corporation, on behalf of said corporation, in its capacity as general partner of Del Webb Texas Limited Partnership, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

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



ELECTRIC UTILITY EASEMENT  
PEC—SH195

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

THAT DEL WEBB TEXAS LIMITED PARTNERSHIP, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.5899 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, 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 106EE—part 1); and

All of that certain 0.0053 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit B, said exhibit being incorporated herein by reference for all purposes (Parcel 106EE—part 2); and

All of that certain 0.0237 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit C, said exhibit being incorporated herein by reference for all purposes (Parcel 106EE—part 3) (collectively, the "Easement Property").

Together with the right of ingress and egress over Grantor's adjacent lands if necessary to or from said Easement Property, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said Easement Property; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said Easement Property all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

This conveyance is made subject to all matters of record in the Real Property Records of Williamson County, Texas, applicable to the Easement Property. (the "Permitted Exceptions").

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

And Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

Del Webb Texas Limited Partnership,  
a Texas limited partnership

By: Del Webb Southwest Co.,  
an Arizona corporation  
Its: general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its : \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF TEXAS                                 §  
  §  
COUNTY OF TRAVIS                          §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, \_\_\_\_\_ of Del Webb Southwest Co., an Arizona corporation, on behalf of said corporation, in its capacity as general partner of Del Webb Texas Limited Partnership, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

After recording return to:

Attention: