REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MARGARET OLSON, INDIVIDUALLY AND AS TRUSTEE OF THE MARGARET OLSON TRUST AND AS TRUSTEE OF THE MARVIN DAVID OLSON FAMILY TRUST, (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 0.158 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 203); and

Waterline easement and Electric Utility easement interest in and across of that certain 0.187 acre, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 203UE); and

Temporary Construction Easement interest for waterline installation in and across of that certain 0.296 acre, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described on the sketch which accompanies the field notes in Exhibit "B", attached hereto and incorporated herein (Parcel 203TCE)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

- 2.01. The purchase price for the Property described in Exhibit "A", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of SIX THOUSAND SIX HUNDRED EIGHTEEN and 00/100 Dollars (\$6,618.00).
- 2.01.1 The purchase price for the waterline easement, electric easement interest, and temporary construction easement interest in the Property described in Exhibit "B" shall be the sum of FOUR THOUSAND ONE HUNDRED SIXTY SIX and 00/100 Dollars (\$4,166.00)

Seller has elected to retain the site improvements listed on Exhibit "C" attached hereto for a total credit of \$6.00 to Purchaser. Therefore, the total amount due for purchase of the Property described in Exhibit "A" herein shall be the sum of \$6,612.00. Any retained improvements must be removed from the Property within 45 days after the Closing of this transaction.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 days after the Closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before June 29th, 2012, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Utility Easement conveying such interest in the Property described in Exhibit "B", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline

Easement conveying such interest in the Property described in Exhibit "B", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "D" attached hereto. The electric utility easement shall be in the form as shown in Exhibit "E" attached hereto. The waterline easement shall be in the form as shown in Exhibit "F" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 - (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price.

Prorations

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

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by Purchaser.
 - (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Margaret Olson, Individually and as

Trustee of the Margaret Olson Trust and as

Trustee of the Marvin David Olson Family Trust

Date: 5-16-2012

nargeret a

Address: 97/2/14ay 195 Florence, 29 es 76527

PURCHASER:

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge Date:

Address: 710 Main Street

Suite 101

Georgetown, Texas 78626

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EXHIBIT A

County:

Williamson

(

Highway:

SH 195

Limits:

From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138

ROW CSJ:

0440-01-036

Legal Description Parcel 203

BEING a 0.158 acre (6,895 square feet) tract of land located in the William Hemphill Survey, Abstract No. 283, of Williamson County, Texas, said 0.158 acre tract of land is out of and a part of a called 194.09 acre tract of land conveyed by Bill Milburn, Inc. to Marvin David Olson and wife, Margaret Olson, by deed recorded October 9, 1984 in Volume 1084, Page 78, of the Deed Records of Williamson County, Texas, said 0.158 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the southeast corner of said tract and for the northeast corner of a 115 acre tract of land conveyed as the first tract in a deed from J. Foy Gardner, et al, to 3-D Properties by deed recorded March 22, 1971 in Volume 534, Page 53, of said Deed Records, said 1/2" iron rod is located 4677.01 feet left of Proposed State Highway 195 (SH 195) Baseline station 1258+20.69;

THENCE along the common boundary of the said 194.09 acre tract and the said 115 acre tract following the meanders of a fence as follows, South 69° 16' 02" West a distance of 305.58 feet to a point, South 68° 52' 32" West a distance of 803.03 feet to a point, South 68° 55' 32" West a distance of 676.97 feet to a point, South 68° 26' 02" West a distance of 1029.85 feet, to a point, South 71° 48' 02" West a distance of 23.44 feet to a point, South 68° 30' 02" West a distance of 760.82 feet to a point, South 69° 16' 24" West a distance of 993.07 feet to a point in the existing east right of way line of SH 195;

THENCE North 12° 35' 02" West along the existing east right of way line of SH 195 for a distance of 388.19 feet to an angle point, a Texas Department of Transportation (TxDOT) Type I concrete monument bears North 23° 48' 14" West a distance of 1.17 feet;

THENCE North 13° 02' 52" West continuing with the existing cast right of way line of SH 195 for a distance of 1153.24 feet to a TxDOT Type II concrete monument set for the beginning of a curve to the left, said monument is located 128.48 feet left of Proposed SH 195 Baseline station 1249+53.48;

THENCE continuing with the existing right of way line of SH 195 and with a curve turning to the left for an arc distance of 303.66 feet, said curve has a radius of 5769.65

EXHIBIT A

feet, a delta angle of 3° 00' 56", a chord bearing of North 14° 33' 21" West, and a chord distance of 303.63 feet, to a TxDOT Type II concrete monument set for the POINT OF BEGINNING of the herein described tract, said monument is located 128.78 feet left of the Proposed SH 195 Baseline station 1246+56.49;

- 1. THENCE continuing with the existing right of way line of SH 195 and with said curve turning to the left for an arc distance of 67.73 feet, said curve has a radius of 5769.65 feet, a delta angle of 0° 40′ 21″, a chord bearing of North 16° 23′ 59″ West, and a chord distance of 67.73 feet to a point at the intersection of the existing east right of way line of SH 195 and the existing south right of way line of County Road (C. R.) No. 240,
- 2. THENCE North 64° 09' 02" East along the existing south right of way line of C. R. 240 for a distance of 157.90 feet to a angle point;
- 3. THENCE North 69° 11' 02" East continuing along the existing south right of way line of C. R. 240 for a distance of 66.35 feet to a TxDOT Type II concrete monument set at the intersection of the existing south right of way line of C. R. No. 240 and the proposed east right of way line of SH 195, said monument is located 350.98 feet left of Proposed SH 195 Baseline station 1245+62.32;
- 4. THENCE South 21° 23' 51" East along the existing east right of way line of SH 195 for a distance of 25.75 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 352.99 feet left of Proposed SH 195 Baseline station 1245+86.50;
- 5. THENCE South 68° 24' 33" West continuing with the proposed right of way line of SH 195 for a distance of 153.54 feet to a TxDOT Type II concrete monument set for an angle point;

EXHIBIT A

6. THENCE South 33° 51° 45° West continuing with the proposed east right of way line of SH 195 for a distance of 92.64 feet to the POINT OF BEGINNING, said described tract containing 6.895 square feet or 0.158 acres, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Goordinate 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 BM1023). 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 will, and is accompanied by a plat of an even date herewith:

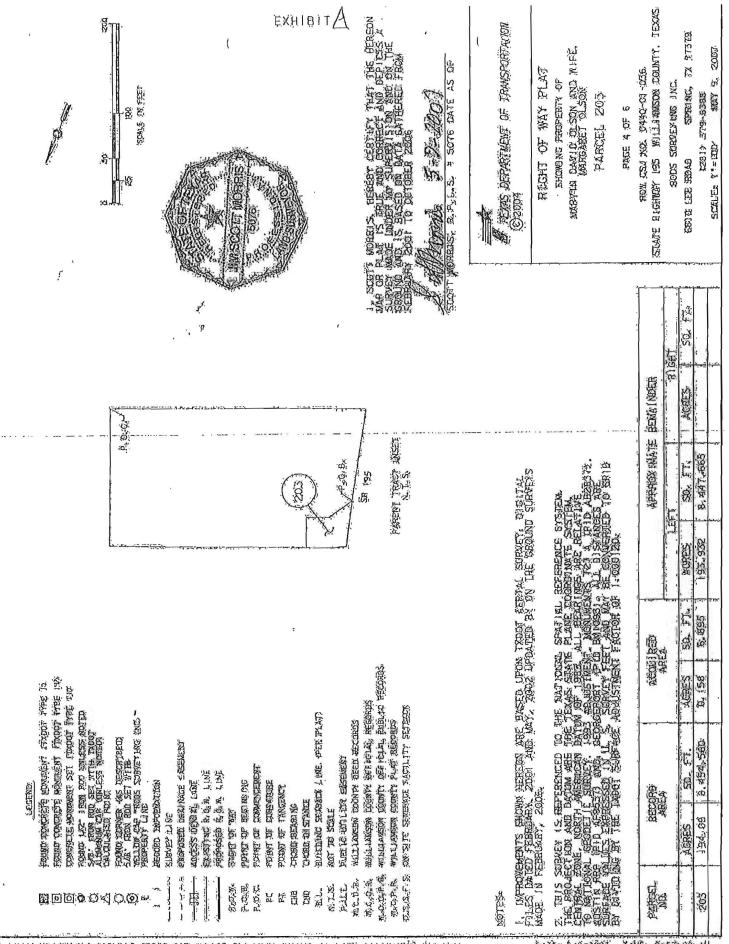
Surveyed by: RODS Surveying, Tho: 6810 Lee Road, Spring Texas 77379 Phone (281) 379-6388.

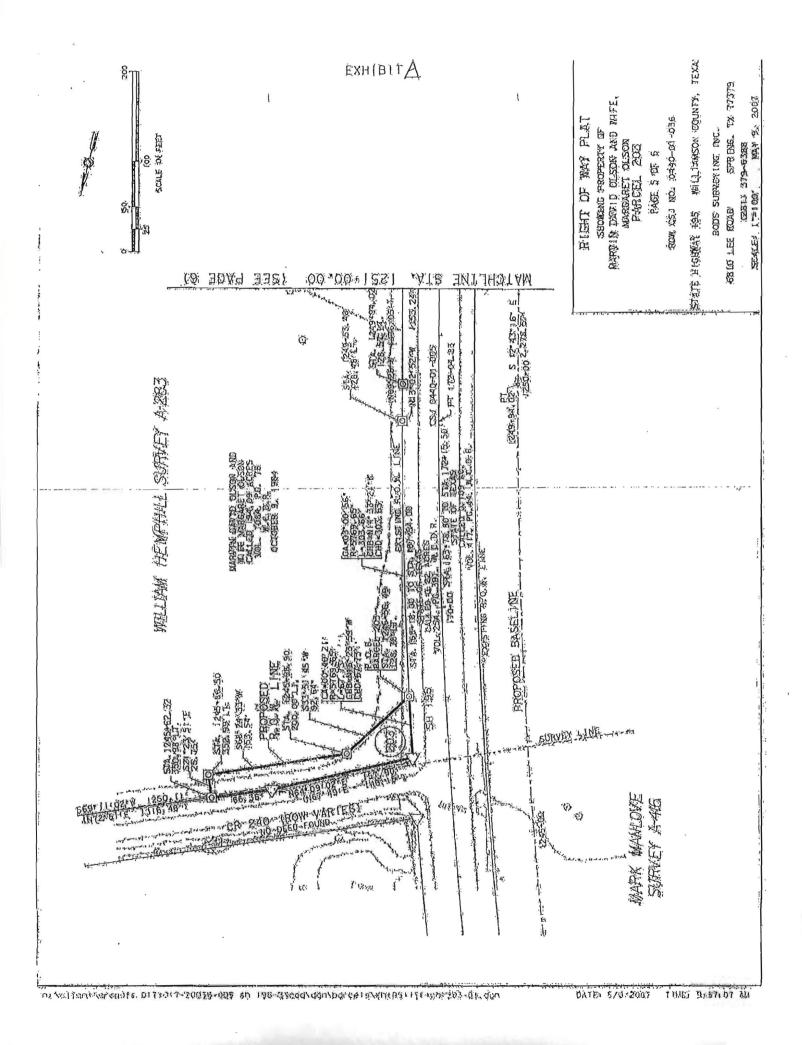
I, Scott Morris, horeby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

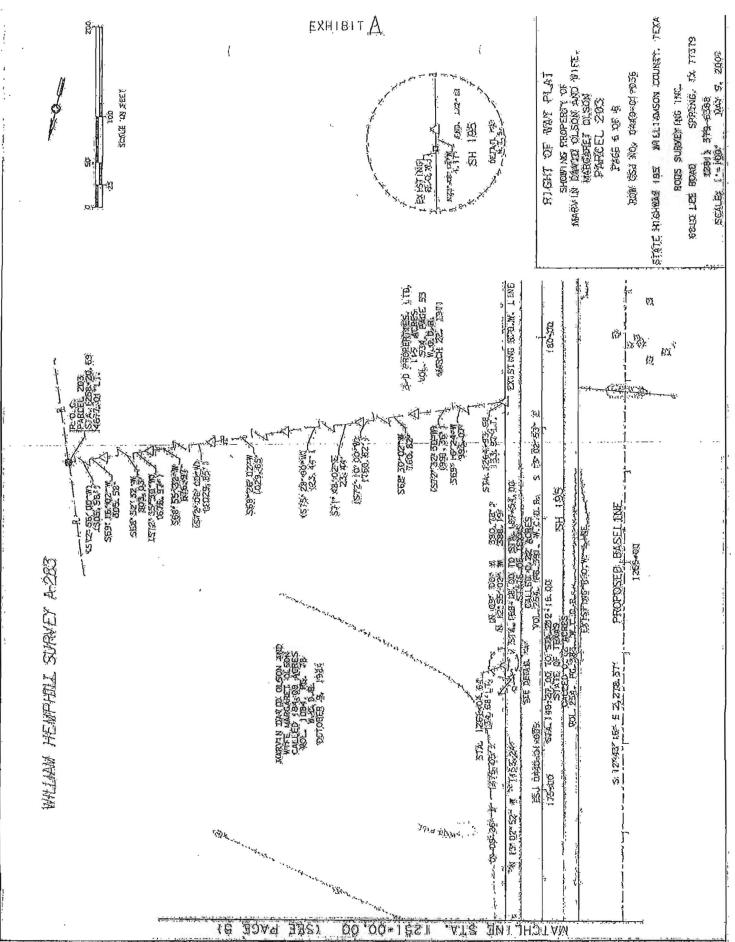
Scott Morris, Registered Professional Land Surveyor No. 5076

Date as of 1 1 200 7









EXHIBIT

STATE OF TEXAS

COUNTY OF WILLIAMSON

EASEMENT

0.187 ACRE SITUATED IN WILLIAM HEMPHILL SURVEY ABSTRACT 283 WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.187 ACRE (8,161 SQUARE FEET) TRACT SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT 283, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 194.09 ACRES TRACT DESCRIBED IN A DEED TO MARVIN DAVID OLSON AND WIFE MARGARET OLSON AND RECORDED IN VOLUME 1084, PAGE 78 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type II Concrete Monument with Brass Disk found at the intersection of the proposed northeast right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way, with the southeast right-of-way line of County Road 240, a varying width right-of-way, same being the northwest line of said 194.09 acres tract;

THENCE with said southeast line of County Road 240 and said northwest line of the 194,09 acres tract, N69°11'02"E a distance of 84,79 feet to a 1/2-inch iron rod with plastic cap stamped "FIALT" ESMT"

THENCE leaving said southeast line of County Road 240 and said northwest line of the 194.09 acres tract, crossing said 194.09 acres tract the following eight (8) courses and distances:

- 1. S20°24'46"B a distance of 20.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" sct,
- 2. S67°34'30"W a distance of 33,07 feet to a 1/2-inch iron rod with plastic cap stamped "HALPF ESMT" set,
- 3. \$21°30'45" B a distance of 22.21 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
- 4. S68°01'09"W a distance of 198.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF
- 5. S33°48'23"W a distance of 29.63 feet to a 1/2-inch iron rod with plastic cap stamped "HALIFF ESMT" set.
- 6. \$16°13'43"E a distance of 21.80 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set,
- 7. S73°46'17"W a distance of 26.11 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSM'I" set, and
- 8. \$33°51'45"W a distance of 39.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set in the existing northeast right-of-way line of said SH195, a varying width right-ofway, same being the southwest line of said 194.09 acres tract;

Halff AVO26901

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Easement

THENCE with said northeast right-of-way line of SH195 and said southwest line of the 194.09 acres tract, with a curve to the left a distance of 26.19 feet, said curve having a radius of 5,769.65 feet, a central angle of 0°15'36" and a chord bearing N15°56'01"W a distance of 26.19 feet to a TxDOT Type II Concrete Monument with Brass Disk found at the intersection of said proposed northeast right-of-way line with said existing northeast right-of-way line and from which a calculated point for the northwest corner of said 194.09 acres tract bears with the arc of a curve to the left a distance of 67.73 feet, said curve having a radius of 5769.65 feet, a central angle of 0°40'22" and a chord bearing N16°23'59"W a distance of 67.76 feet;

THENCE leaving said southwest northeast right-of-way line of said existing SH195 and said southwest line of the 194.09 acres tract, with said proposed northeast right-of-way line of SH195, crossing said 194.09 acres tract the following three (3) courses and distances:

- 1. N33°51'45"E a distance of 92.64 feet to a TxDOT Type II Concrete Monument with Brass Disk found,
- 2. N68°24'33"E a distance of 153.54 feet to a TxDOT Type II Concrete Monument with Brass Disk found, and
- N21°23′51″W a distance of 25.75 feet to said POINT OF BEGINNING and containing 0.187 acre.

THE STATE OF TEXAS

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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 August 2011.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 2nd day of April 2012, A.D.

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

Registered Professional Land Surveyor

No. 6011 - State of Texas

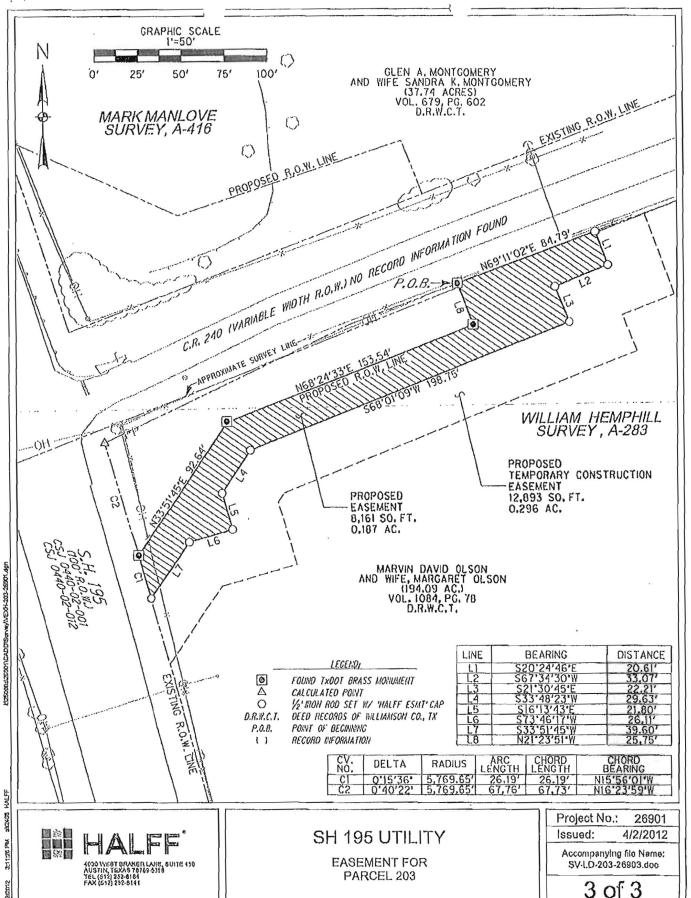
ABBITIONAL NOTES:

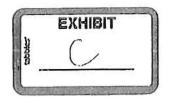
- Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
- 2. This description has been prepared as a result of a survey completed in August 2011 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-203-26901.dgn, dated April 2, 2012, 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.

Halff AVO26901

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Easement



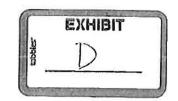


SH195--Parcel 203 Margaret Olson

Type Construction	Retention Value
Barbed Wire	\$1.00
Metal	\$5.00
	Barbed Wire

Total

<u>\$6</u>



Parcel 203 CSJ: 0440-01-036

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, MARGARET OLSON, INDIVIDUALLY AND AS TRUSTEE OF THE MARGARET OLSON TRUST AND AS TRUSTEE OF THE MARVIN DAVID OLSON FAMILY TRUST, 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 tract of land containing a total of 0.158 acre, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 203).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantor reserves all of the oil, gas and 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 Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the	day of
· · · · · · · · · · · · · · · · · · ·	_ (111) 01
2012.	

GRANTOR:

Margaret Olson, Individually and as
Trustee of the Margaret Olson Trust and as
Trustee of the Marvin David Olson Family Trust

This deed is being delivered in lieu of condemnation.

ACKNOWLEDGMENT

STATE OF TEXAS	· §
COUNTY OF	§ §
	ledged before me on this the day of, acity and for the purposes and consideration recited therein.
	Notary Public, State of Texas

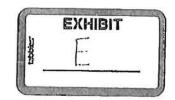
PREPARED IN THE OFFICE OF:

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:



ELECTRIC UTILITY EASEMENT PEC—SH195

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON	8	

THAT, MARGARET OLSON, INDIVIDUALLY AND AS TRUSTEE OF THE MARGARET OLSON TRUST AND AS TRUSTEE OF THE MARVIN DAVID OLSON FAMILY TRUST Grantors, 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 and right-of-way 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:

Electric easement interest in and across all of that certain 0.187 acre tract of land, more or less, situated in the William Hemphill Survey, Abstract No. 283 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 203E--PEC)

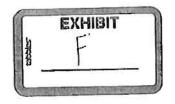
Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; 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 lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

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 we do hereby bind ourselves, our heirs and legal representatives 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.

WITNESS our hands this	day of	, 2012.
TITITOD OUI HUING UND	(itty OI	, 2012.

	Margaret Olson, Individually and as Trustee of the Margaret Olson Trust and as Trustee of the Marvin David Olson Family Trust
	·
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	\$ \$
	was acknowledged before me on this the day Margaret Olson, in the capacity and for the purpose in.
	Notary Public, State of Texas



WATER LINE EASEMENT Chisholm Trail SUD—SH195

STATE OF T					
COUNTY O	F WILLIAMSON §	3			
DATE:	, 2012	2			
GRANTOR:	MARGARET OLSON, INC MARGARET OLSON TRUST OLSON FAMILY TRUST				
GRANTOR'S	S MAILING ADDRESS:			 	
GRANTEE:	Chisholm Trail Special Utiliof the State of Texas	ty District, a co	onservatio	n and reclamat	ion distric
GRANTEE'S		P. O. Box 249 Florence, Texas	76527		

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

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

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, solls, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall automatically terminate eighteen months after the initial entry upon the Temporary Easement Tract by Grantee for the purposes granted herein.

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 0.187 acre of land, more or less, out of the William Hemphill Survey, Abstract No. 283, more particularly described by metes and bounds and sketch attached hereto as <u>Exhibit A</u>, said exhibit being incorporated herein by reference for all purposes (<u>Parcel 203WE</u>); and

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 0.296 acre of land, more or less, out of the William Hemphill Survey, Abstract No. 283, 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 waterline facility 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.

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; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within 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.

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.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by Grantee, or as otherwise permitted or authorized by Grantee in writing.

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.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and 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.

Easement Tract and Temporary	rantor covenants that Grantor is the owner of the Waterline y Construction Easement Tract and that the person signing this cute the same on behalf of the owner or all the owners of all such
IN WITNESS WHEREC	OF, the GRANTOR has executed this instrument this day, 2012.
GRANTOR:	
Margaret Olson, Individually an Trustee of the Margaret Olson T Trustee of the Marvin David Ols	rust and as
	Acknowledgment
STATE OF TEXAS § COUNTY OF §	
COUNTY OF §	
	nowledged before me on the day of, capacity and for the purposes and consideration recited herein.
(Seal and Expiration)	Notary Public, State of Texas
After recording return to:	