

**WILLIAMSON COUNTY**  
**LICENSE AGREEMENT**

**WILLIAMSON COUNTY**, a political subdivision of the State of Texas (the "County"), **OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation ("Oaks" or "Licensee"), and **WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas (the "MUD"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I.

**PURPOSE OF LICENSE AGREEMENT**

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

**The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.**

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II.

**ANNUAL FEE**

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

**COUNTY'S RIGHTS TO LICENSED PROPERTY**

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however,

agree to give Licensee at least thirty (30) days' written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements thereof whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

#### IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

#### V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED



OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.



VII.  
COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII.  
TERMINATION

A. Termination by Licensee. This Agreement, or a portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;



4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX.  
MUD AS LICENSEE

Notwithstanding any contrary provision herein, in the event that Oaks ceases to exist or fails to comply with the terms, conditions and obligations of this Agreement, the County shall provide written notice to the MUD of Oaks' nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the MUD shall automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement. Within thirty (30) days after the MUD's receipt of such notice, the MUD shall remedy Oaks' default and/or secure the insurance required pursuant to Article IV above.

X.  
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Oaks at:

Oaks at San Gabriel Homeowners Association, Inc.  
c/o FirstService Residential  
Attn: Ivan Herlinsky  
3103 Bee Caves Road, Suite 100  
Austin, Texas 78746

with copy to: Kevin M. Flahive  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

To the MUD at:

West Williamson County Municipal Utility District No. 1  
c/o Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

To the County at:

Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: Williamson County Engineer  
Joe England (or successor)  
3151 S. E. Inner Loop, Suite B  
Georgetown, Texas 78626

or to such other addresses which a party may so designate by sending notice as aforesaid.

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.



G. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

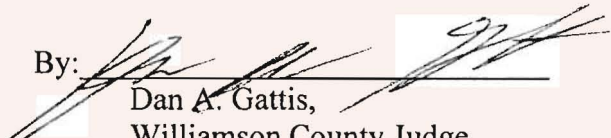
K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

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TERMS AND CONDITIONS ACCEPTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date").

COUNTY:

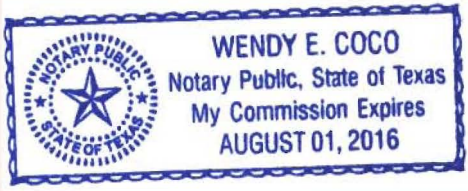
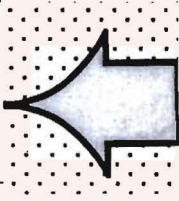
**WILLIAMSON COUNTY,**  
a political subdivision of the State of Texas

By:   
Dan A. Gattis,  
Williamson County Judge



THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this the 9th day of Sept., 2014 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas on behalf of said political subdivision.




  
NOTARY PUBLIC, State of Texas



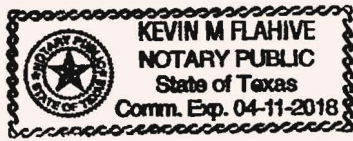
OAKS:

OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation

By:   
Joseph W. Straub, President

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF TRAVIS           §

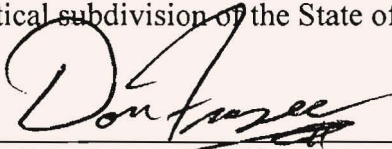
This instrument was acknowledged before me on this the 11 day of August, 2014, by Joseph W. Straub, President of OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

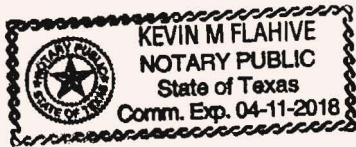
MUD:

**WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1,**  
a political subdivision of the State of Texas

By:   
Don Frazee, President

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this the 29 day of July, 2014 by Don Frazee, President of WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the state of Texas on behalf of said political subdivision.



  
NOTARY PUBLIC, State of Texas



EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Oaks at San Gabriel Subdivision located north of Texas State Highway 29 and within the boundaries of West Williamson County Municipal Utility District No. 1 as more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2".

EXHIBIT "A-1"

DESCRIPTION OF LICENSED PROPERTY

STATE OF TEXAS  
COUNTY OF WILLIAMSON

397.768 ACRES SITUATED IN THE  
A.H PORTER SURVEY,  
A-490 AND THE I. DONAGAN  
SURVEY, A-178 IN WILLIAMSON  
COUNTY, TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION OF A 397.768 ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490 AND THE IAAAC DONAGAN SURVEY, ABSTRACT NO. 178, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 70.00 ACRE TRACT CALLED TRACT ONE AND DESCRIBED AS EXHIBIT "A", BEING ALL OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-1" AND THAT 0.50 ACRE TRACT ALSO CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-2", BEING ALL OF THAT CERTAIN 244.525 ACRE TRACT OF LAND CALLED TRACT THREE, LESS AND EXCEPT 39.995 ACRES DESCRIBED AS EXHIBIT "D" AND BEING ALL OF THAT CERTAIN 35.93 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT "C", ALL AS DESCRIBED IN THE DEED TO THE ROTHELL FAMILY LIMITED PARTHERSHIP, L.P., OF RECORD IN VOLUME 2527, PAGE 28 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE REMAINING 39.995 ACRE TRACT OF THAT CERTAIN 244.79 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO H. H. ROTHELL, JR. OF RECORD IN VOLUME 649, PAGE 604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 397.768 ACRE TRACT, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of that certain 1.67 acre tract of land as described in a deed to Edwin O. Brown, et ux, of record in Volume 936, Page 519 of the Deed Records of Williamson County, Texas, being also the northeast corner of said 40.00 acre Tract Two (Exhibit B-1), and being in the south line of said 244.525 acre Tract Three;

THENCE S 15°40'55" E, with the east line of said 1.67 acre Brown tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and the east line of the herein described tract, for a distance of 626.35 feet to a 1/2 inch iron rod found for the southwest corner of that certain 1.92 acre tract of land as described in a deed to Rebecca S. Colson of record in Document



No. 2000070887 of the Official Public Records of Williamson County, Texas, and being the northwest corner of said 0.50 acre Tract Two (Exhibit B-2);

THENCE N 74°27'32" E, with the south line of said 1.92 acre tract, the north line of said 0.50 acre Tract Two (Exhibit B-2) and continuing with the east line of the herein described tract, at a distance of 219.67 feet pass a ½ inch iron rod found, for a total distance of 244.67 to a calculated point for the northeast corner of said 0.50 acre Tract Two (Exhibit B-2), being also the southeast corner of said 1.92 acre tract and being in the center of a 50 foot wide Right-Of-Way and Easement of record in Volume 711, Page 507 of the Deed Records of Williamson County, Texas;

THENCE S 15°22'57" E, with the east line of said 0.50 acre Tract Two (Exhibit B-2), the center of said 50 foot wide Right-Of-Way and Easement, and the east line of the herein described tract, for a distance of 89.20 feet to a calculated point for the southeast corner of said 0.50 acre Tract Two (Exhibit B-2) and being the northeast corner of that certain 3.00 acre tract of land as described in a deed to Jeffery A. Maidlow of record in Volume 2125, Page 276 of the Deed Records of Williamson County, Texas;

THENCE S 74°27'32" W, with the south line of said 0.50 acre Tract Two (Exhibit B-2), the north line of said 3.00 acre Maidlow tract and continuing with the east line of the herein described tract, at a distance of 25.00 feet pass a ½ inch iron rod found, for a total distance of 244.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of said 0.50 acre Tract Two (Exhibit B-2), being also the northwest corner of said 3.00 acre Maidlow tract and being in the east line of said 40.00 acre Tract Two (Exhibit B-1);

THENCE S 15°40'55" E, with the east line of said 3.00 acre Maidlow tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and continuing with the east line of the herein described tract, for a distance of 2754.42 feet to a ½ inch iron rod with cap stamped ZWA set for the southeast corner of the herein described tract, being also the southeast corner of said 40.00 acre Tract Two (Exhibit B-1), being also the southwest corner of Lot 1, Chaparral Subdivision of record in Cabinet T, Slides 96-97 of the Plat Records of Williamson County, Texas, and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE N 82°26'58" W, with the south lines of said 40.00 acre Tract Two (Exhibit B-1), the south line of said 35.93 acre Exhibit C, the south line of said 39.995 acre remaining tract, the north line of said State Highway 29 right-of-way and the south line of the herein described tract, for a distance of 1829.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of the herein described tract, being also the southwest corner of said 39.995 acre remaining tract and being the southeast corner of Lot 2, Block B, Cimarron Hills Phase One Section Four P.U.D. of record in Cabinet U, Slide 39 of the Plat Records of Williamson County Texas;

THENCE with the west line of said 39.995 acre remaining tract, the east line of said Cimarron Hills Phase One Section Four P.U.D., with the east line of that certain 51.982

acre tract of land as described in a deed to Pivotal Cimarron Hills, L.P. of record in Document No. 2004099556 of the Official Public Records of Williamson County, Texas, with the east line of Cimarron Hills Phase One Section Three P.U.D. a subdivision of record in Cabinet U, Slide 93 of the Plat Records of Williamson County, Texas, the west line of Cimarron Hills Phase One Section Six, P.U.D. a subdivision of record in Cabinet U, Slide 195 of the Plat Records of Williamson County, Texas and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 22°01'49" W for a distance of 602.24 feet to a ½ inch iron rod found for an angle point,
- 2) N 21°03'41" W at a distance of 1501.60 pass a ½ inch iron rod found for the northwest corner of said 39.995 acre remaining tract and being the southwest corner of said 244.525 acre Tract Three, at a distance of 3488.80 feet pass a ½ inch iron rod found for the southeast corner of said Cimarron Hills Phase One Section Six P.U.D., and being the northeast corner of said Cimarron Hills Phase One Section Six P.U.D., for a total distance of 4476.39 feet to a ½ inch iron rod found for an angle point,
- 3) N 19°53'07" W for a distance of 167.09 feet to a ½ inch iron rod found for an angle point, and
- 4) N 10°57'29" W for a distance of 138.78 feet to a ½ inch iron rod found for the northwest corner of said 244.525 acre Tract Three;

THENCE with the north line of said 244.525 acre Tract Three, a south line of said Cimarron Hills Phase One Section Six P.U.D. and a north line of the herein described tract, the following six (6) courses and distances;

- 1) N 67°01'39" E for a distance of 101.08 feet to a nail found for an angle point,
- 2) N 67°26'32" E for a distance of 69.95 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 3) N 63°07'53" E for a distance of 79.92 feet to a nail found for an angle point,
- 4) N 68°42'26" E for a distance of 603.40 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 5) N 66°13'33" E for a distance of 87.20 feet to a nail found for an angle point, and
- 6) N 59°00'53" E for a distance of 161.62 feet to a ½ inch iron rod found for the southwest corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said Cimarron Hills Phase One Section Six P.U.D. and being an ell corner in the west line of the herein described tract;



THENCE with the east line of said Cimarron Hills Phase One Section Six P.U.D., the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following two (2) courses and distances;

- 1) N 22°49'14" W for a distance of 198.56 feet to a ½ inch iron rod found for an angle point, and
- 2) N 43°54'54" W for a distance of 225.06 feet to a ½ inch iron rod found for an angle point;

THENCE continuing with the east line of said Cimarron Hills Phase One Section Six P.U.D., with the east line of that certain 62.36 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004042516 of the Official Public Records of Williamson County, Texas, with the east line of that certain 812.99 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004099550 of the Official Public Records of Williamson County, Texas, and continuing with the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 46°40'34" W for a distance of 200.51 feet to a ½ inch iron rod found for an angle point,
- 2) N 40°23'10" W for a distance of 94.15 feet to a ½ inch iron rod found for an angle point,
- 3) N 21°17'07" W for a distance of 1087.30 feet to a ½ inch iron with cap stamped ZWA set for an angle point, and
- 4) N 20°38'07" W for a distance of 37.44 feet to a 5/8 inch iron rod found for the northwest corner of said 70.00 acre Tract One (Exhibit A), being also the northwest corner of the herein described tract, and being the southwest corner of Lot 9, Block B, Cedar Hollow Crossing a subdivision of record in Cabinet J, Slides 338-353 of the Plat Records of Williamson County, Texas;

THENCE N 72°50'47" E, with the south line of said Lot 9, Block B, the south line of Trails End Estates, a subdivision of record in Cabinet Y, Slides 372-374 of the Plat Records of Williamson County, Texas, the south line of that certain 2.59 acre tract of land as described in a deed to Daniel Amon, et ux of record in Document No. 2002030853 of the Official Public Records of Williamson County, Texas, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a distance of 1711.87 feet to a ½ inch iron rod with cap stamped ZWA set in the east line of Cedar Hollow Road, a 50 foot wide easement;

THENCE N 70°36'47" E, with the south line of said 2.59 acre tract, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a

distance of 25.00 feet to a nail found for the northeast corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said 2.59 acre tract, being also the northeast corner of the herein described tract, being also in the west line of Lot 10, Block B of said Cedar Hollow Crossing and being in the centerline of said Cedar Hollow Road, said nail being in a curve to the right;

THENCE with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 10, Block B, the centerline of said Cedar Hollow Road and the east line of the herein described tract, the following seven (7) courses and distances;

- 1) along said curve to the right, an arc distance of 78.97 feet, said curve having a radius of 232.59 feet, a central angle of 19°27'16" and a chord bearing of S 09°41'11" E for a chord distance of 78.60 feet to a nail found at the end of said curve,
- 2) S 00°01'10" W for a distance of 115.93 feet to a nail found at the beginning of a curve to the left,
- 3) Along said curve to the left, an arc distance of 76.76 feet, said curve having a radius of 110.51 feet, a central angle of 39°47'54" and a chord bearing of S 19°52'16" E for a chord distance of 75.23 feet to a nail found at the end of said curve,
- 4) S 39°46'07" E for a distance of 109.92 feet to a nail found at the beginning of a curve to the left,
- 5) Along said curve to the left, an arc distance of 110.73 feet, said curve having a radius of 188.76 feet, a central angle of 33°36'38" and a chord bearing of S 56°36'09" E for a chord distance of 109.15 feet to a nail found at a point of reverse curve to the right,
- 6) Along said reverse curve to the right, an arc distance of 112.34 feet, said curve having a radius of 274.41 feet, a central angle of 23°27'21" and a chord bearing of S 61°39'49" E for a chord distance of 111.56 feet to a nail found at a point of reverse curve to the left, and
- 7) Along said reverse curve to the left, an arc distance of 57.85 feet, said curve having a radius of 77.95 feet, a central angle of 42°31'13" and a chord bearing of S 70°59'46" E for a chord distance of 56.53 feet to a nail found at the end of said curve, being also the most easterly northeast corner of said 70.00 acre Tract One (Exhibit A), and being the northwest corner of Lot 29, Block B of said Cedar Hollow Crossing;

THENCE S 01°24'46" E, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 29, Block B and the east line of the herein described tract, for a



distance of 25.00 feet to a 1/2 inch iron rod with cap stamped ZWA set in the south line of said Cedar Hollow Road;

**THENCE** S 11°26'46" E, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of Lots 29 and 7, Block B of said Cedar Hollow Crossing and the east line of the herein described tract, for a distance of 1170.67 feet to a 5/8 inch iron rod found for the southeast corner of said 70.00 acre Tract One (Exhibit A), being also the southwest corner of said Lot 7, Block B and being in the north line of said 244.525 acre Tract Three;

**THENCE** with the south line of said Lot 7, Block B, the north line of said 244.525 acre Tract Three and the east line of the herein described tract, the following two (2) courses and distances;

- 1) N 70°13'28" E for a distance of 173.94 feet to a 1/2 inch iron rod with cap stamped ZWA set for an angle point, and
- 2) N 70°25'03" E for a distance of 373.21 feet to a 1/2 inch iron rod with cap stamped ZWA set for the northeast corner of said 244.525 acre Tract Three, and being an ell corner in the east line of the herein described tract;

**THENCE** with the east line of said 244.525 acre Tract Three, the west line of said Cedar Hollow Crossing and the east line of the herein described tract, the following six (6) courses and distances;

- 1) S 20°57'45" E for a distance of 572.83 feet to a nail found for an angle point,
- 2) S 20°22'49" E for a distance of 153.36 feet to a 1/2 inch iron rod with cap stamped ZWA set for an angle point,
- 3) S 21°44'32" E for a distance of 825.37 feet to a 1/2 inch iron rod with cap stamped ZWA set for an angle point,
- 4) S 20°40'36" E for a distance of 726.74 feet to a nail found for an angle point,
- 5) S 21°11'00" E for a distance of 311.90 feet to a 1/2 inch iron rod found for an angle point, and
- 6) S 21°09'53" E for a distance of 178.63 feet to a 1/2 inch iron rod found for the southeast corner of said 244.525 acre Tract Three, being also in the west line of Lot 10, Block A of said Cedar Hollow Crossing, being also the northeast corner of that certain 12.92 acre tract of land as described in a deed to Mark Witcher et ux of record in Document No. 9858525 of the Official Public Records of Williamson County, Texas and being the most easterly southeast corner of the herein described tract;

THENCE S 68°57'37" W, with the south line of said 244.525 acre Tract Three, the north line of said 12.92 acre tract, the north line of that certain 40.00 acre tract of land as described in a deed to Middle Gabriel Business Park, Ltd. of record in Document No. 2006044648 of the Official Public Records of Williamson County, Texas, the north line of that certain 1.29 acre tract of land as described in a deed to Toshi Sugita Buncich of record in Document No. 2001034665 of the Official Public Records of Williamson County, Texas and the east line of the herein described tract, for a distance of 1206.11 feet to the POINT OF BEGINNING and containing 397.768 acre of land.

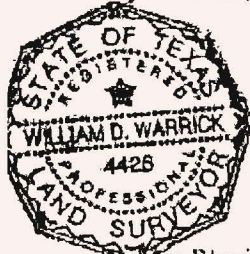
BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

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

That I, William D. Warrick, 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 February, 2007 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8<sup>th</sup> day of March, 2007, A.D.



Zandora-Warrick and Associates, L.L.C.  
4412 Spicewood Springs Road, Suite 111  
Austin, Texas 78759

William D. Warrick  
William D. Warrick  
Registered Professional Land Surveyor  
No. 4426 – State of Texas

REFERENCES  
ZWA DRAWING NO. 07-003-01.dwg



EXHIBIT "A-2"

DEPICTION OF LICENSED PROPERTY

